1. Agenda 07 27 2020

   Documents:

   AGENDA 07 27 20.PDF

2. Council Packet 07 27 2020

   Documents:

   COUNCIL PACKET 07 27 20.PDF

AGENDA

CITY OF WESTMINSTER
Mayor and Common Council Meeting
Monday, July 27, 2020 at 7 pm
https://www.facebook.com/westminstermd/

1. CALL TO ORDER

2. APPROVAL OF MINUTES

A) Mayor and Common Council Meeting Minutes of July 13, 2020

3. PRESENTATION

A) Quarterly Progress Report – Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC) – Graham Dodge, MAGIC Executive Director

4. CONSENT CALENDAR

A) Approval -- June 2020 Departmental Operating Reports

B) Approval – Mission BBQ Public Works Agreement No. 1138, Stormwater Management Deed of Easement, Maintenance Agreement, and Release of Sewer Easement – Mr. Glass

C) Approval – 611 David Avenue Public Works Agreement No. A-1137, including the associated Water and Sewer Facility Easement Agreement

D) Approval – Contract with Hanover Land Services for Engineering Review Services – Mr. Depo

5. REPORT FROM THE MAYOR

6. COVID-19 PANDEMIC UPDATE

A) Discussion of Oyster Stroll

7. REPORTS FROM STANDING COMMITTEES

A) Arts Council

B) Economic and Community Development Committee

C) Finance Committee

D) Personnel Committee

E) Public Safety Committee

F) Public Works Committee

G) Recreation and Parks Committee

8. COUNCIL COMMENTS AND DISCUSSION

9. BIDS

A) Approval – Purchase of Replacement Police Vehicles – Chief Ledwell

10. UNFINISHED BUSINESS

11. NEW BUSINESS

A) Approval – Warner Construction Contract Change Order No. 8 – Ms. Matthews

B) Discussion of RFP 4 for 45 West Main Renovation Project – Ms. Matthews

12. DEPARTMENTAL REPORTS

13. CITIZEN COMMENTS

14. ADJOURNMENT

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MINUTES

CITY OF WESTMINSTER
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CALL TO ORDER
Elected Officials Present: Councilmember Chiavacci, Councilmember Dayhoff, Mayor Dominick, Councilmember Gilbert, President Pecoraro, and Councilmember Yingling.

Staff Present: Director of Technology Services Davidson, Director of Community Planning and Development Depo, Deputy Director of Public Works Dick, Director of Public Works Glass, Director of Recreation and Parks Gruber, Police Chief Ledwell, City Attorney Levan, City Administrator Matthews, Director of Finance and Administrative Services Palmer, Director of Housing Services Valenzisi, and City Clerk Visocsky.

Guest: Val Giovagnoni, Manager of Ting Internet.

APPROVAL OF MINUTES
President Pecoraro requested a motion to approve the following minutes:

- Mayor and Common Council Meeting of June 22, 2020; and,
- Special Mayor and Common Council Meeting of June 29, 2020.

Councilmember Chiavacci moved, seconded by Councilmember Gilbert, to approve the minutes.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

PRESENTATION
Quarterly Update – Westminster Fiber Network Project
Ms. Matthews updated the Mayor and Common Council on the financial aspects of the Westminster Fiber Network Project. She stated that, in FY 2019, the City issued a Note from the Governor's Office of Rural Broadband in the amount of $1,300,000. The term of the Note was 30 years, at zero percent interest, and was to be used solely for fiber network operating costs.

Ms. Matthews informed the Mayor and Common Council that the City drew down $503,458 in State loan proceeds in FY 2020; as of June 30, 2020, $371,383 of this amount was expended. If no further invoices for FY 2020 were received, the remaining balance of $132,075 would be applied to FY 2021 expenditures.

Ms. Matthews stated that FY 2021 budgeted Fiber Fund operating expenditures total $533,209. In addition to the $132,075 carryover, the City would request an additional $393,510 in State loan funds for FY 2021. The remaining balance of the State loan after FY 2021 was projected to be $401,134.

Furthermore, Ms. Matthews stated that, as of June 30, 2020, the City had received $709,711 in lease and miscellaneous revenues in FY 2020. As noted in the report for the quarter ending March 31, 2020,

the total number of passed premises was reduced on a determination by Mr. Dick that certain addresses were in private areas not serviceable by the City. In light of the reduction in passed premises, Ting, Inc. requested a credit of $8,820, which was reflected in the revenue figure provided.

Mr. Dick then reported that the Westminster Fiber Network Maintenance Team began new construction activities in the Stonegate development. He also shared that the Team received several new orders for installation drops; for some of those orders, Mr. Dick would need to perform a site visit before the Team moved forward with installation.

Val Giovagnoni, Manager of Westminster Ting Internet, then provided her quarterly report update. A copy of Ms. Giovagnoni's presentation is attached to these minutes and incorporated herein by reference.

Following Ms. Giovagnoni's presentation, President Pecoraro requested more detailed information regarding Ting's decision to offer a partner plan for television rather than the IPTV platform. Ms. Giovagnoni replied that the IPTV platform was similar to the experience of cable television, but provided through the internet and branded as Ting TV. After being launched and tested in two markets, research showed that customers preferred content and device choice; therefore, the IPTV platform was not what the consumers wanted. For this reason, Ting was moving forward in finalizing a new partner plan for television, meaning it would partner with another company that provided this service.

Councilmember Chiavacci thanked Ms. Giovagnoni for her presentation. He stated that, when Ting first began its planning for launching television packages, there were not as many streaming options as there are currently; therefore, he agreed that the IPTV platform would not be economically valuable.

Councilmember Chiavacci then stated how pleased he was with the increased subscriber take rate percentages. He noted his discussions with those residing outside of the City limits who expressed interest in Ting's services.

President Pecoraro also thanked Ms. Giovagnoni for her presentation.

CONSENT CALENDAR

President Pecoraro requested a motion to approve the Consent Calendar that contained the following:

- Approval – Public Works Agreement No. A-1135 – Exploration Commons at 50 East;
- Approval – Stormwater Management Parcel Deed for The Overlook at King's Park; and,
- Approval – Public Works Agreement No. A-1136 – Emergency Sewer Connection at 950 Gist Road.

Councilmember Dayhoff moved, seconded by Councilmember Chiavacci, to approve the Consent Calendar.

VOTE

AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, Councilmember Gilbert, and Councilmember Yingling.
NAYS: None.

REPORT FROM THE MAYOR

None.

COVID-19 PANDEMIC UPDATE

Ms. Matthews asked Ms. Gruber to provide an update on the operation of the Westminster Family Fitness Center, which re-opened on June 22, 2020.

Ms. Gruber reported that the Family Fitness Center had been re-opened for three weeks. The facility was currently operating in accordance with all guidelines outlined in the Governor's Executive Order for re-opening fitness centers. She then shared the following operational measures put in place at the Family Fitness Center:

- More than a dozen sanitizing stations were installed; they include hand sanitizer, paper towels and sanitizing spray, or wipes to clean equipment. Members are encouraged to sanitize their hands frequently and wipe down equipment before and after each use.

- To ensure all equipment is properly sanitized, staff circulates through the building, wiping down equipment and high-touch surfaces (such as handrails and doorknobs) on an hourly basis. Gym equipment was placed six feet apart, and all rooms were labeled with the allowable number of occupants to ensure the facility is maintaining 50% occupancy in each area of the fitness center.

- Windows and doors were opened to increase ventilation where applicable and safe.

- Changing areas and restrooms within the facility are open, and members were encouraged to wear masks in these areas. Shower rooms, water fountains, and towel service are not available.

- All members, guests, and staff entering the facility are required to wear a mask, have their temperature checked, and are verbally screened for symptoms they may have experienced outside of their normal state of health. If cleared for access, patrons may remove their mask while working out. Staff is required to wear masks at all times during their workday.

- Group fitness operations were amended to increase safety. Classes are conducted outdoors when possible, with the requirement that participants remain at a six foot distance. If classes are moved indoors because of adverse weather conditions or because the class normally operates indoors, class sizes are limited to ten participants or less, and class participants are required to maintain six feet of social distance. Any equipment used during a group fitness class is set aside at the end of the class and properly sanitized by staff before entering the equipment back into inventory. In addition, all group fitness classes require advanced registration.

- Childcare operations have been modified. Children must wash their hands with soap and water upon entry to the childcare room. All toys not easily sanitized were removed; staff follows a strict 3-step sanitizing process to clean all toys after each use. Play mats that can be easily sanitized after each session were purchased and placed in the childcare room. Seating is arranged to allow for physical distancing requirements. Snacks and drinks are not being served. Each childcare session has been limited to 15 children; childcare was available by appointment only, and pre-registration is required.

Ms. Gruber then recommended that the Mayor and Common Council begin consideration of whether the City's annual Fallfest event would be held in 2020 due to the COVID-19 pandemic. President Pecoraro agreed that the Mayor and Common Council needed to discuss this matter.

Mayor Dominick recommended that the City cancel Fallfest. He stated that the event requires a lot of financial resources, volunteers, vendors, and staff who need adequate time to prepare and set up the event. Mayor Dominick also noted that a second wave of coronavirus cases was anticipated in the fall

of 2020. If the decision to cancel is not made, significant time and effort could be expended needlessly; alternatively, the event would be scaled back for safety reasons, and not meet anyone's expectations.

Councilmember Chiavacci agreed with Mayor Dominick's recommendation. He added that Fallfest was one of the City's best events, and that the decision to cancel it was painful. Councilmember Chiavacci noted that Fallfest requires a significant number of volunteers the majority of the participating organizations would likely have difficulty finding volunteers as they were in a high risk category for the coronavirus.

Councilmember Gilbert concurred with Mayor Dominick and Councilmember Chiavacci. She shared her concerns about being able to maintain physical distancing given the number of event attendees. Councilmember Gilbert added that she does not want to see the event compromised, suggesting that the City's special events be resumed when they can be hosted at full capacity with no limitations.

Mayor Dominick added that there should also be consideration of safety and logistics. Changing the format could result in a lasting, negative impression on the part of sponsors and vendors if the event underperforms. He asked Ms. Gruber if sponsors and non-profits had been chosen for the 2020 Fallfest Festival; if so, he requested that she provide a list of the same to him. Ms. Gruber confirmed that they had been chosen. Mayor Dominick shared the idea of linking the Fallfest partner organizations to other groups that could potentially provide the monetary donation that they would have received through their Fallfest participation.

President Pecoraro agreed with the comments of his colleagues. He added that the City's special events attract a high number of visitors, and he did not want to see the branding of the events diminished. Councilmember Pecoraro suggested resuming the events in 2021.

Ms. Gruber thanked the Mayor and Common Council for their thoughtful discussion and direction. President Pecoraro requested that Ms. Gruber alert the elected body as scheduled events approach so that they could discuss how to proceed.

Councilmember Chiavacci asked Ms. Gruber to remind them of any other events during 2020. Ms. Gruber replied that upcoming events include the Oyster Stroll, the Halloween events, the Miracle on Main Street holiday parade, and Saturdays with Santa. Councilmember Chiavacci shared his hope that some of these events could be held.

In conclusion, the Mayor and Common Council unanimously agreed to cancel the annual Westminster Fallfest for 2020.

REPORTS FROM STANDING COMMITTEES

There were no reports from the following Standing Committees: Arts, Economic and Community Development, Personnel Committee, and Recreation and Parks.

President Pecoraro, on behalf of the Finance Committee, provided an update regarding the planned bond issuance through the Maryland Community Development Administration, as authorized by the Mayor and Common Council on June 29, 2020. The next step in the process is for the Mayor to sign a letter of intent, which states that the City will move forward in borrowing the full amount of $1,186,800. President Pecoraro stated that the letter of intent was initially thought to be due by July 23, 2020, but the CDA subsequently changed the submission date to July 16. Ms. Matthews clarified that the bond amount was $1,186,800 plus issuance costs; the exact amount of the City's share of the overall issuance costs would not be determined until later. President Pecoraro stated that the Finance Committee was scheduled to meet next on July 16, 2020.

Councilmember Chiavacci, on behalf of the Public Safety Committee, reported that the City's crime rate continued to remain low. He noted that the protests taking place downtown have remained peaceful. Councilmember Chiavacci informed his colleagues that the annual National Night Out event was tentatively postponed until October 6, 2020 due the COVID-19 pandemic. Councilmember Chiavacci concluded his Committee report by noting that the Police Department staff, including members of the command staff, continued their walking patrols downtown.

Councilmember Yingling, on behalf of the Public Works Committee, reported that the Committee was scheduled to meet on July 16, 2020 to discuss the City's water re-use initiative and other matters.

COUNCIL COMMENTS AND DISCUSSION

President Pecoraro stated that many customers were taking advantage of the outdoor seating at local restaurants. He informed his colleagues that some restaurant owners have expressed interest in continuing outdoor seating as weather permits, and requested that staff research how to accommodate this. President Pecoraro thanked Mr. Depo and his department for working with area restaurants during this challenging time.

Councilmember Chiavacci echoed President Pecoraro's comments regarding the City's continued accommodation of outdoor dining. He shared that he had spoken with two restaurant owners who spoke favorably of their experience to date; having dined outdoors during the pandemic, many customers found they have enjoyed the experience.

UNFINISHED BUSINESS

None.

NEW BUSINESS

FY 2021 Grant Agreement between the City of Westminster and the Mid-Atlantic Gigabit Innovation Collaboratory

Ms. Matthews stated that the Fiscal Year (FY) 2021 budget allocated $80,000 in grant funding for the activities of the Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC). The City provided an equivalent grant amount to MAGIC in FY 2018, FY 2019, and FY 2020.

Ms. Matthews informed the Mayor and Common Council that staff recommended the City once again formally recognize this budgetary allocation through the execution of a grant agreement between the parties. Included in the agenda packet was the proposed grant agreement between the City and MAGIC, which outlined the terms and conditions of the grant funding to be provided in FY 2021.

Ms. Matthews explained that Exhibit A of the agreement sets forth certain program measures to keep the City apprised of MAGIC's progress in attaining certain goals related to its mission of promoting a culture of technology in Westminster and Carroll County. In consultation with the Mayor and Common Council's Economic Development Committee, staff modified the program measures from those included in the FY 2020 grant agreement. Changes from the FY 2020 measures were highlighted in yellow.

As is the current practice, the proposed FY 2021 grant agreement called for MAGIC to report publicly to the Mayor and Common Council, on a quarterly basis, its progress in meeting the program measures. MAGIC was also required to file a written report after the conclusion of FY 2021.

Ms. Matthews recommended that the Mayor and Common Council approve the FY 2021 grant agreement and authorize its execution by the City Administrator.

Councilmember Yingling expressed his appreciation to Graham Dodge, Executive Director of MAGIC, and his colleagues on the Economic Development Committee for their efforts to improve the grant

program measures. While progress has been made, he continues to have reservations about MAGIC's reliance on the City for financial support. For that reason, Councilmember Yingling stated that he would not vote in support of the FY 2021 grant agreement, but looked forward to the elected body's future discussion about the relationship between the City and MAGIC.

President Pecoraro stated that the grant program measures needed continual refinement each year. He thanked Mr. Graham for working with the City to address Councilmember Yingling's concerns. President Pecoraro stated that the FY 2021 program measures would provide a better picture of the economic activity that MAGIC is helping to create, adding that he continues to believe in the value that the organization brings to the community.

Councilmember Gilbert moved, seconded by Councilmember Chiavacci, to approve the FY 2021 Grant Agreement between the City of Westminster and the Mid-Atlantic Gigabit Innovation Collaboratory.

VOTE
AYES: President Pecoraro, Councilmember Chiavacci, Councilmember Dayhoff, and Councilmember Gilbert.
NAYS: Councilmember Yingling.

DEPARTMENTAL REPORTS
Technology Services Department
Ms. Matthews congratulated Director of Technology Services Dave Davidson on his recent promotion to department director. In conjunction with the adoption of the FY 2021 budget, Technology Services became a freestanding department rather than a division of the Finance and Administrative Services Department. President Pecoraro also congratulated Mr. Davidson.

Mr. Davidson reported that the department was currently working on multifactor authentication and upgrading the GIS and sequel servers. He informed the Mayor and Common Council that the Technology Services Department was looking into management, detection, and response software that would provide ongoing monitoring of the City's network.

Community Planning and Development Department
Mr. Depo reported that, during the week of July 6, 2020, staff participated in an East Middle School virtual meeting regarding potential layout of the school. Staff would continue their participation as the project proceeds.

Mr. Depo shared that the Board of Zoning Appeals did not hold a meeting during the month of July, as there were no cases scheduled for review.

The Historic District Commission (HDC) held a meeting on July 1, 2020 to review and approve the updated Rules of Order and Procedures. The HDC endorsed reducing the number of Commission members from seven to five and adding an alternate position; Mr. Depo noted that this change required an amendment to the City Code. Staff anticipates that the ordinance would be ready for introduction during a Mayor and Common Council meeting in the month of August. In addition, the department plans to introduce a resolution to approve the Westminster Standards of Renovation.

Mr. Depo then reported that the Westminster Planning and Zoning Commission met on July 9, 2020. During the meeting, the Carroll County Department of Planning presented the City of Westminster's amendments to the Carroll County Water and Sewer Master Plan. The Commission found the amendments consistent with the City's Comprehensive Plan. These amendments are scheduled to be presented to the Carroll County Planning Commission on July 21, 2020.

Mr. Depo then shared that the tentative agenda for the Westminster Planning and Zoning Commission's meeting in August included the following items:

- The Carroll County Commerce Center Development Plan and associated Royal Farm Site Development Plan (located north of the City at the intersection of Route 97 and Corporate Center Court); and,

- The CFT Plaza (located at the intersection of Route 140 and Malcolm Drive) to propose redevelopment of the Ruby Tuesday site with retail and restaurant uses.

Mr. Depo concluded his report by informing the Mayor and Common Council that an administrative parking adjustment for the approved Valvoline Service Station special exception was scheduled for consideration on July 21, 2020.

Public Works Department
Mr. Glass provided an update on the installation of the new HVAC system at the Carroll Arts Center. Due to the COVID-19 pandemic, the installation had been delayed. On July 13, 2020, a crane was brought in to remove the old HVAC system from the rooftop.

Mr. Glass then reported on the status of new Public Works vehicles ordered in fall 2019. Delivery of the vehicles was delayed, as the manufacturer altered operations to make COVID-19 related equipment. One vehicle was scheduled for delivery within the next 10 days, while the other would be delivered by the end of July 2020.

Westminster Police Department
Chief Ledwell reported that the City would be following the national guidance to reschedule 2020 National Night Out activities due to the COVID-19 pandemic. The tentative rescheduled date was October 6, 2020.

He also reported that Officer Saltzman, who was deployed to the Maryland Army National Guard, would return to work at the Police Department during the first week of August 2020.

Chief Ledwell then informed the Mayor and Common Council that Detective John Emminizer retired on July 1, 2020; Detective Emminizer was with the Westminster Police Department for 14 years and worked for the Baltimore Police Department for 25 years. Officer Maureen Isakson was selected to transfer from Patrol to the Criminal Investigations Bureau.

The Police Department reconvened the Sergeant's promotional process to fill a current vacancy. Chief Ledwell concluded his report by sharing that the department was also working to fill vacancies for a police officer and a dispatcher.

Housing Services Department
Ms. Valenzisi shared a letter from a tenant who recently ported into the City's Section 8 program. The letter shared the tenant's appreciation for the Housing Services Department's assistance during the transition process.

Ms. Valenzisi then reported that the department had sent out invoices and applications to landlords to renew their rental license for FY 2021.

CITIZEN COMMENTS
None.

ADJOURNMENT

President Pecoraro adjourned the meeting at 8:01 pm.

Respectfully Submitted,

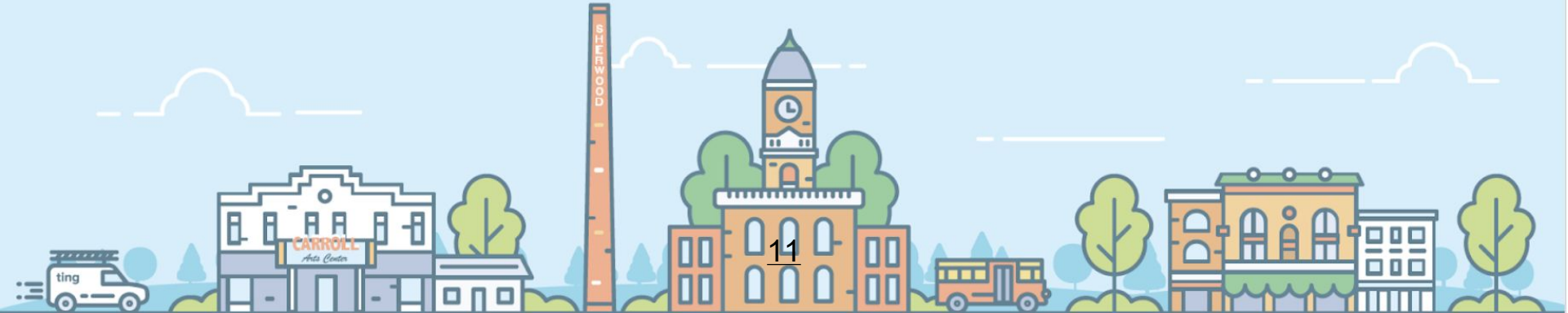
Shannon Visocsky, City Clerk

Full audio version is available on www.westminstermd.gov

ting crazy fast fiber Internet

Westminster Update

April, May, June
2020



Agenda

- Phase Recap
- Marketing Review
- Install Update
- TV Update
- Questions

Phase Recap

Our family continues to grow on the WFN!

	# of Units	# of Passed Premises	# of Subscribers	Take Rate	Anniversary Date
Pilot Phase	272	272	107	39.3%	8/14/2015
Phase One	893	891	333	37.4%	1/27/2017
Phase Two	1,882	1,846	521	28.2%	7/6/2017
Phase Three	1,613	1,607	315	19.6%	6/21/2018
Phase Four	1,414	1,144	184	16.2%	11/26/2018
Total	6,073	5,760	1,460	25.3%	

Additional Connections in Single Structures - 51

Numbers as of June 30, 2020

Marketing Review

New Digital Billboard

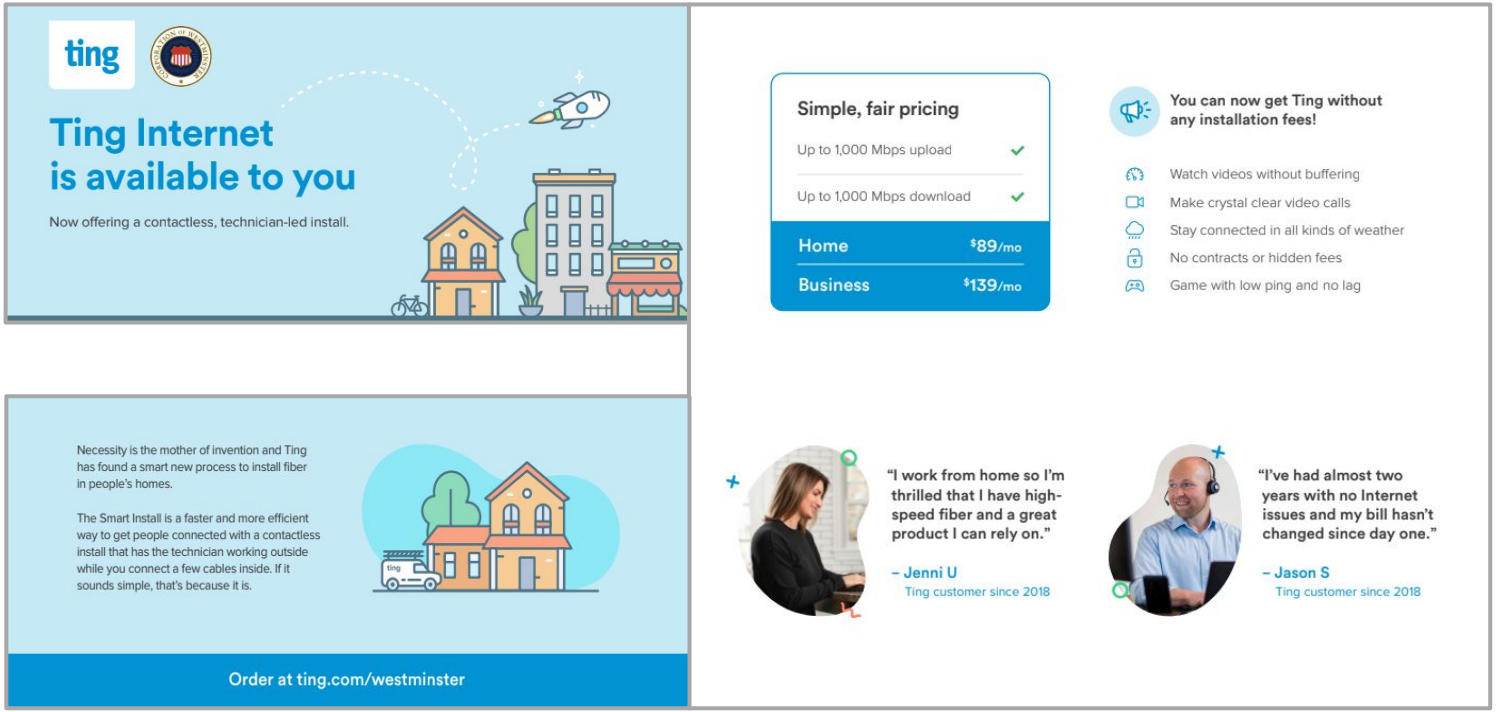
Page Killers Ads in CC Times

Sunday, June 7

Thursday, June 25

Thursday, July 9

Insert for City's Public Works Mailing



Highlights:

- No Installation fee!
- Testimonials
- Smart Install

Mailer went to every address in the City of Westminster - just about 6,000

Goal was to build awareness of Ting's availability city-wide.

Social focus over past quarter

Install Update

Meet Chris!

- New fiber installation tech started today - you'll be seeing him around town!

Latest on TV

TV Update

- We are moving away from building an IPTV platform
  - Research shows that customers prefer content and device choice
  - The market is rapidly moving away from traditional TV bundles
- We are finalizing a new partner plan for TV
  - A great TV experience at a better value
  - Content choice including live TV and locals
  - Faster time to market
- We will share more details and specific launch date this fall as we finalize those plans.

Questions

Presentation – MAGIC Quarterly Report

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: July 20, 2020

Re: MAGIC Presentation

Background

The FY 2020 budget includes $80,000 in grant funding to support the activities of the Mid-Atlantic Gigabit Innovation Collaboratory (MAGIC). The grant agreement between the City of Westminster and MAGIC outlines the terms and conditions associated with the funding.

Exhibit A of the grant agreement sets forth program measures to keep the City apprised of MAGIC's progress in attaining certain goals related to its mission of promoting a culture of technology in Westminster and Carroll County. The agreement calls for MAGIC to report publicly to the Mayor and Common Council on a quarterly basis on its progress in meeting these program measures.

On July 27, 2020, Graham Dodge, Executive Director for MAGIC, will provide the progress report for the fourth quarter of FY 2020.

Recommendation

Staff recommends that the Mayor and Common Council receive Mr. Dodge's presentation and ask questions as desired.

Attachment

- FY 2020 Grant Agreement between the City and MAGIC

cc: Tammy M. Palmer, Director of Finance and Administrative Services

CITY OF WESTMINSTER GRANT AGREEMENT
FISCAL YEAR 2020

Grantee:	Mid-Atlantic Gigabit Innovation Laboratory
	P.O. Box 517
	Westminster, Maryland 21158
ATTN:	George Perkins, Treasurer

The Mayor and Council of Westminster, Maryland has authorized a grant of funds to the above-named Grantee for Fiscal Year 2020 in the amount of $80,000.00. This grant (hereinafter the "Grant") is administered by the Westminster City Administrator. Any questions concerning this grant are to be addressed to the City Administrator.

The Grant, and the disbursement of grant funds (hereinafter the "Grant Funds") to Grantee, is subject to the following conditions:

1. Grantee agrees to utilize the grant funds to create and nurture a tech entrepreneur ecosystem in Carroll County; to reach, teach, and train entrepreneurial talent to populate the tech ecosystem; and to accelerate the development of new technologies, particularly involving gigabit broadband (hereinafter the "Grant Services"). The goal of these activities is to develop a culture of technology entrepreneurialism focused on Westminster, and to attract innovators, companies, and investors to a growing pool of tech talent in Westminster and Carroll County. Any changes or modifications to these Grant Services must receive prior written approval from the Westminster City Administrator.

2. The City of Westminster will disburse the Grant Funds to Grantee during Fiscal Year 2020 (July 1, 2019 – June 30, 2020) in an amount not to exceed $80,000.00. The City agrees to make four installment payments in the amount of $20,000.00 each, to be paid in the months of July, October, January, and April.

3. Grantee shall report publicly to the Mayor and Common Council on a quarterly basis, describing progress in meeting the program measures outlined in Exhibit A.

4. Grantee will submit a written final report by August 31, 2020, describing progress in meeting the program measures outlined in Exhibit A.

5. Grantee shall provide the City with a copy of its audited financial statements at the end of the Grantee's current fiscal year. Grantee shall further provide the City with any additional documents and information that the City may request. Grantee shall also make available to the City, upon request, its internal policies, practices, books, and records relating to the provision of the Grant Services and the use of Grant Funds.

6. In its discretion, the City may appoint a member of the Common Council to serve as a non-voting liaison to the Grantee's Board of Directors.

7. Grantee shall perform the Grant Services as an independent contractor and shall not be considered an agent of the City, nor shall any of the employees or agents of Grantee be considered sub-agents of the City.

8. Grantee shall not discriminate against any person in employment or in the provision of the Grant Services because of race, creed, color, sex, national origin, ancestry, marital status, handicap, sexual orientation, or age.

9. Grantee shall, at Grantee's expense, be responsible for obtaining all necessary licenses and/or approvals and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the Grant Services.

10. Grantee shall not assign or transfer the Grant, Grant Funds, or the obligation to perform the Grant Services, except as expressly authorized by the City Administrator.

11. It is agreed that Grantee shall indemnify and hold harmless the City, its officers, agents, and employees from any and all suits, actions, claims, damages, and costs of every nature and description to which the City many be subjected by reason of injury to person or property resulting from Grantee's conduct or negligence or that of its agents, employees, or subcontractors in the performance of its duties under this Grant. Grantee shall be responsible for all damage to persons or property, which occurs or is a result of its conduct and shall take proper safety and health precautions to protect all employees and members of the general public. Grantee shall be responsible for claims of liability, loss or damage which may be attributable in whole or in part to its negligence or misconduct, excepting however such claims or damages as may be attributable to the direct or willful negligence of the City, its officers, agents, or employees.

12. The City shall have access to and the right to examine any financial records of Grantee. Grantee shall retain records pertaining to the Grant for at least five (5) years or such longer time as may be required by the City and shall contact the City before disposing of the records.

13. Grantee is responsible for insuring that Grant Funds are properly used in connection with the provision of Grant Services. The City reserves the right to demand repayment of any Grant Funds misappropriated to other purposes. If repayment is not made within ten (10) business days of such demand, the City may issue a lien against the Grantee's property and/or take such other actions as permitted by law.

14. All exhibits attached to this Grant are incorporated herein and made a part hereof. This Grant, including the exhibits attached, constitutes the entire agreement between the City and the Grantee, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein. This Grant is executed in the State of Maryland and shall be governed by Maryland law. The Grantee, by execution of this Grant, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Agreement and further consents to venue in Carroll County, Maryland. If any provision of this Grant is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Grant shall remain operative and binding on the parties.

By signing below, Grantee hereby acknowledges, accepts, and agrees to abide by the foregoing grant conditions. The Grant shall automatically be revoked and terminated if any of the foregoing conditions are altered or modified without the express written approval of the City Administrator or her designee.

By: _____ (authorized Grantee representative signature)

GHORCH SHIRVINSHORAN SECRETARY (name and title must be printed under signature)

7/26/19 (date of agreement execution)

By: _____
Barbara B. Matthews, City Administrator

07-30-19 (date of agreement execution)

EXHIBIT A

Mid-Atlantic Gigabit Innovation Collaboratory
Program Measures

Measurement/Activity	Q1	Q2	Q3	Q4	Total
Number of sponsors participating in special events					
Amount of sponsor revenue received					
Number of grant applications submitted					
Number of volunteers from venture capitalists, startups, and tech companies					
Jobs placed/facilitated within the City of Westminster					
Jobs placed/facilitated outside the City of Westminster					
Number of conferences/events attended or hosted					
Number of conferences/business events attended at which the Westminster Fiber Network was promoted					
Coverage in local and regional news publications					

Finance

TREASURY REPORTS AS OF June 2020 – UNADJUSTED AND UNAUDITED

GENERAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	11,252,854	$	11,108,723	99%
Licenses and Permits		605,130		501,894	83%
Intergovernmental		2,267,199		1,369,009	60%
Charges for Services		1,188,653		924,231	78%
Fines & Forfeitures		105,500		96,890	92%
Miscellaneous Income		283,900		278,044	98%
Transfers	$	(599,767)	$	(3,447,663.87)	575%
GENERAL FUND APPROPRIATION BY ACTIVITY					
Community Support	$	37,422	$	12,927	35%
Facilities		301,875		239,516	79%
Finance		180,786		166,820	92%
Executive & Legislative		747,568		532,481	71%
Human Resources		131,540		103,836	79%
Planning, Zoning & Development		1,114,989		261,144	23%
Housing & Preservation Services		112,855		100,745	89%
Public Safety Department		7,212,898		6,504,372	90%
Public Works		3,271,377		2,758,969	84%
Recreation & Parks		1,474,537		1,167,114	79%
Technology	$	314,662	$	252,900	80%
Total General Fund Revenues	$	15,103,469	$	10,831,127	72%
Total General Fund Appropriations	$	14,900,509	$	12,100,826	81%

PUBLIC HOUSING FUND REVENUES		Budget		Actual YTD	% to Budget
Housing Assistance Payments	$	2,186,233	$	2,165,780	99%
HAP Equity Reserve Transfer		75,000		75,000	100%
HUD Administrative Fee Distribution		215,000		259,671	121%
Miscellaneous Income	$	122,934	$	110,185	90%
PUBLIC HOUSING FUND EXPENDITURES					
Salaries & Benefits	$	235,641	$	214,861	91%
Administration		186,900		147,220	79%
Housing Assistance Payments		2,126,118		2,209,085	104%
Facilities	$	45,575	$	44,787	98%
Total PHA Fund Revenues	$	2,599,167	$	2,610,636	100%
Total PHA Fund Appropriations	$	2,594,234	$	2,615,953	101%

CAPITAL FUND REVENUES		Budget		Actual YTD	% to Budget
Taxes	$	2,198,960	$	2,161,385	98%
Intergovernmental		983,657		567,071	58%
Benefit Assessments		289,380		326,726	113%
Transfers		5,517,830		3,228,486	59%
CAPITAL FUND APPROPRIATION BY ACTIVITY					
Planning	$	742,304	$	732,304	99%
Facilities	$	5,892,803	$	2,533,059	43%
Public Safety Department		302,348		138,263	46%
Public Works		2,827,229		2,232,210	79%
Technology	$	-	$	-	0%
Total Capital Fund Revenues	$	8,989,827	$	6,283,668	70%
Total Capital Fund Appropriations	$	9,764,684	$	5,635,836	58%

UTILITY FUND REVENUES		Budget		Actual YTD	% to Budget
Small Meter - City	$	3,984,382	$	4,084,162	103%
Small Meter - County		3,093,428		2,865,271	93%
Large Meter - City		2,857,459		1,836,975	64%
Large Meter - County		2,119,490		1,440,629	68%
Reclaimed - County		25,000		19,714	79%
Charges for Services		1,049,790		1,232,316	117%
Benefit Assessment Fees		784,880		843,400	107%
Carroll County Septage Facility		425,000		427,966	101%
Revenue Related to ENR/Biosolids Project		27,091,494		8,142,987	30%
UTILITY FUND APPROPRIATION BY ACTIVITY					
Community Support	$	24,844	$	25,853	104%
Facilities		131,450		112,057	85%
Finance		562,716		492,735	88%
Executive & Legislative		735,523		495,682	67%
Human Resources		320,748		247,643	77%
Planning, Zoning & Development		236,426		164,827	70%
Public Works		438,480		379,364	87%
Technology		1,213,344		1,037,999	86%
Utilities		1,695,805		1,316,317	78%
Water		3,617,436		2,034,453	56%
Wastewater	$	31,688,492	$	20,169,543	64%
Total Utility Fund Revenues	$	41,430,923	$	20,893,421	50%
Total Utility Fund Appropriations	$	40,665,264	$	26,476,473	65%

FIBER FUND OPERATING REVENUES		Budget		Actual YTD	% to Budget
Provider Fees - Units Passed	$	432,576	$	421,296	97%
Provider Fees - Subscriptions		345,994		276,675	0%
Miscellaneous		1,000		20,845	2085%
Loan Proceeds		-		-	0%
General Fund Subsidy	$	617,078	$	144,178	23%
FIBER FUND OPERATING EXPENDITURES					
Public Works		66,944		61,671	92%
Technology		39,469		36,756	93%
Fiber	$	1,286,286	$	788,543	61%
Total Revenues	$	1,396,648	$	862,994	62%
Total Expenses	$	1,396,649	$	893,113	64%

Disbursements between $10,000 and $25,000 from June 12, 2020 through July 15, 2020:

Vendor Name	Description	Total Amount
ACTIVE NETWORK LLC	REFUNDS FITNESS CENTER	$24,241.65
ADVANCED DISPOSAL	SLUDGE	$22,066.90
BOYS & GIRLS CLUB OF WESTMINST	2020 GRANT FOR COVID 19 EXPENDITURES	$10,000.00
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$16,182.06
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$16,172.67
COMPTROLLER OF MARYLAND	MD STATE TAX: PAYMENT	$18,371.98
CONTINENTAL TECHNOLOGIES INC	FIBER TRANCEIVERS	$12,812.02
CONTINENTAL TECHNOLOGIES INC	FIBER TRANCEIVERS AND SWITCH FOR POLICE	$12,631.32
MARINE SOLUTIONS INC	PROFESSIONAL SERVICES MAY 1 TO MAY 31,	$20,563.40
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$21,002.41
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$21,040.39
MD ST RETIREMENT & PENSION SYS	MD STATE RETIREMENT: PAYMENT	$21,861.13
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,441.53
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,638.45
NATIONWIDE RETIREMENT SOLUTION	ROTH 457(B): PAYMENT	$14,697.27
PYRZ WATER SUPPLY COMPANY INC	PUMP	$11,840.00
WINCHESTER WEST LLC	JULY 2020 RENT 56 W MAIN ST	$14,300.00

Family Center P&L Month of June 2020

Family Center Revenues	Budget	Month to Date	Year to Date	Balance of Budget	% of Budget Used
100.444103 Rec & Parks: Family Center	$300,000.00	($11,740.85)	$179,562.01	$120,437.99	59.85

Family Center Expenses		Budget	Month to Date	Year to Date	Balance of Budget	% of Budget Used
100.70.101.4111	Regular Full-Time	$180,220.00	$12,106.35	$156,113.95	$24,106.05	86.62
100.70.101.4113	Temporary Employees	$120,000.00	$2,989.52	$99,475.16	$20,524.84	82.90
100.70.101.4114	Overtime	$2,000.00	$319.57	$411.44	$1,588.56	20.57
100.70.101.4115	Emergency Sick & FMLA	$0.00	$289.44	$1,054.63	($1,054.63)	-
100.70.101.4123	Opt-Out	$3,998.00	$212.32	$2,270.15	$1,727.85	56.78
100.70.101.4311	Retirement & Pension Contributions	$23,192.00	$0.00	$23,297.92	($105.92)	100.46
100.70.101.4313	Deferred Compensation Matching Plan	$2,669.00	$223.55	$2,815.87	($146.87)	105.50
100.70.101.4314	Worker's Compensation	$17,376.00	$0.00	$13,168.13	$4,207.87	75.78
100.70.101.4322	Medical Insurance	$71,918.00	$3,939.39	$35,767.97	$36,150.03	49.73
100.70.101.4323	Dental Insurance	$3,635.00	$215.75	$2,660.07	$974.93	73.18
100.70.101.4324	Vision Insurance	$611.00	$38.68	$464.89	$146.11	76.09
100.70.101.4325	Employee Assistance Program	$285.00	$13.56	$206.79	$78.21	72.56
100.70.101.4326	Social Security Insurance	$13,160.00	$1,394.06	$19,900.32	($6,740.32)	151.22
100.70.101.4327	Short Term Disability Insurance	$1,388.00	$94.50	$1,390.30	($2.30)	100.17
100.70.101.4328	Long Term Disability Insurance	$552.00	$37.58	$552.97	($0.97)	100.18
100.70.101.4329	Life Insurance	$340.00	$23.18	$340.26	($0.26)	100.08
100.70.101.5630	Repairs - Machinery & Equipment	$18,000.00	$8,545.79	$11,726.76	$6,273.24	65.15
Total General Fund		$459,344.00	$30,443.24	$371,617.58	$87,726.42	80.90
Profit/Loss		($159,344.00)	($42,184.09)	($192,055.57)		

Technology Services

- Total Helpdesk tickets = 138, broken down below by department:
  - Technology Services = 16
  - Westminster Police = 24
  - Public Works = 15
  - Human Resources = 9
  - Finance = 14
  - Office of the City Administrator = 7
  - Public = 28
  - Recreation and Parks = 11
  - Community Planning and Development = 12
  - Housing and Code Enforcement = 2
  - Mayor & Common Council = 0
  - Total emails allowed for June 2020 = 41,086K
  - Total emails sent for June 2020 = 7,170K
  - Blocked emails for June 2020 = 64,814K

Projects:

- Replacement of core switching – planning phase
- PCI Compliance Policy information – in progress
- Computer hard drive encryption – in progress
- Mobile device management – in progress
- Upgrade of operating systems from Windows 7 to Windows 10 – in progress
- Multi-factor authentication – testing
- Upgrade SQL Server to 2019 – in progress
- Upgrade GIS Server to 2019 – in progress

GIS:

- Completed 46 Pennsylvania Ave plat research
- Completed property research on 728 Old Westminster Pike
- Completed digital submission meeting with Community Planning and Development Department
- Corrected online Digital Submission document
- Completed fiber drop/field check tickets in mobile 311 for Public Works Department
- Ongoing investigation on accuracy and truth of fiber as-builts received
- Completed Mobile 311 layer for newly-added addresses for bulk pickup
- Completed Parr's Ridge address correction from County data to ensure data is correct
- Completed November 2019 vehicle count sheet to see which tags are in City limits

Housing Services

Housing Program

- Housing Assistance Payments (HAP) = $197,048
- Number of vouchers under lease as of the last day of the month = 283
- Wait list total active applicants = 1,195
- Total HAP repayments received = $156
- Housing inspections = 3
- Filing rate in PIC = 100%

Code Enforcement

- 50 cases closed
- 12 cases open

Community Planning & Development

COMMUNITY PLANNING AND DEVELOPMENT PERFORMANCE MEASURES	
	June 2020
Building Permits approved	37
Downtown Businesses Owner Inquiry's	46
Downtown Businesses Visited	12
Historic District Commission items	2
Planning and Zoning Commission items	3
Pre-Submission conferences held	1
Sign Permits issued	1
Tree Commission Items	7
Use and Occupancy	5
Water Allocations approved	1,035 GPD
Zoning Inquiries	309

The Department of Community Planning and Development provided staff support for the Planning and Zoning Commission, the Historic District Commission, and the Tree Commission. In addition, the Department conducted an Administrative Adjustment Hearing in the month of June. The Board of Zoning Appeals did not meet in the month of June.

- Planning and Zoning Commission

  - Westminster Mission BBQ requested approval for a new restaurant building and site work including new landscaping, located at the One Forty Village Shopping Center, Lot 4. The Commission conditionally approved Site Development Plan S-19-0015 (4-0).

  - Big Lots, located at 551 Jermor Lane, requested approval for a new 119.8 square foot wall mounted sign. The Commission approved Application for Sign or Awning Case No. 1765 (4-0).

  - 7-Eleven (Store #24347), located at 353 Baltimore Boulevard, requested approval for a new convenience store, including site work, required parking, stormwater management, and the addition of fuel pumps. The Commission conditionally approved Site Development Plan S-19-0007 (4-0).

- Historic District Commission

  - The Commission approved the Façade Improvement Application in the amount of $2,260.00 for property located at 143 West Main Street.

  - City staff created Draft Rules of Order and Procedure, taking into consideration information contained in the Charter and Code of the City of Westminster, Maryland State Law, current Commission practice, and information from other historic district commissions in Maryland. Staff requested the Commission's feedback so the draft rules can be forwarded to the City Attorney for her review and approval before further consideration by the Commission.

- Tree Commission

  - Reviewed a presentation related to tree buffer planting along Copps Branch.

  - Discussed the possibility of a virtual 2020 Urban and Community Forestry Workshop.

  - Discussed conducting a digital Arbor Day Celebration, or conducting an Arbor Day Celebration during the six-month Arbor Day anniversary on Saturday, October 24, 2020.

  - Reviewed the 2020 Comprehensive Tree Plan update that will be sent to the Mayor and Common Council for review.

  - The Commission voted to re-elect Steven Allgeier as Chair and Cindy May as Vice Chair.

  - Reviewed four trees that were planted during Arbor Week. Three of the four trees were planted on Pennsylvania Avenue, and the remaining tree was planted on West Main Street.

- Administrative Adjustment Hearing ("AA")

  - AA Case No: 20-01. Family and Children's Services of Central Maryland, located at 7 Schoolhouse Avenue, requested a reduction to the parking requirements of Zoning Ordinance Section 164-208 A. (4) and Section 164-45.21 D. (2) of 42 required parking spaces to 35 parking spaces and a reduction of the landscaping requirements of Zoning Ordinance Section 164-113 of three shade trees to two shade trees.

  - AA Case No: 20-02. The Celebration Temple of God, located at 67 Madison Street, requested approval a reduction to the setback requirements of Zoning Ordinance Section 164-147 in order to locate a storage shed in a side yard.

- Staff reviewed and approved 37 building permits for projects within the City, including five new homes and four new business. The remainder of approved building permits were for decks and miscellaneous construction.

- At the direction of the Mayor and Common Council, staff completed Temporary Outdoor Dining/Seating Procedures and Guidelines, so Westminster restaurants can return to business during the COVID-19 pandemic.

- Three Simplified Site Plans were approved administratively, allowing development activity to continue to move forward during this difficult time.

- Comprehensive Planner Andrea Gerhard coordinated with the Health Department to process three Emergency Sewer connections.

- Staff continued working with Carroll County to move forward the Spring 2020 Water and Sewer Amendments to the Carroll County Water and Sewer Master Plan. Departmental staff participated in an introduction of the Amendments to the Carroll County Planning and Zoning Commission on June 3, 2020.

- Ms. Gerhard represented the City of Westminster during the Heart of Civil War Heritage meeting that occurred virtually on June 18, 2020.

- Comprehensive Planner Andrew Gray continues to coordinate Census outreach efforts for the City of Westminster between Carroll County Government and the seven other municipalities in the County. Mr. Gray represented the City of Westminster during a virtual Complete Count Committee meeting on June 17, 2020, during which he provided an update on City outreach efforts.

- Main Street Manager Sandy Anderson reported that the month of June was a busy month for downtown restaurants and retailers. Though restaurants were able to open at 50% capacity and provide outdoor dining, many are still experiencing a low turnout of guests. The County offered another round of grant funding and that information was shared with our downtown business owners. The Farmers' Market continues every Saturday from 8am until noon.

- During the month of June, DCPD staff received 5,095 emails and sent 1,756 emails. Additionally, staff continues to review and coordinate potential new development in the City.

Human Resources

Benefits/Wellness

- Distributed 401(a) Deferred Compensation Matching Program memos to all eligible employees
- Finished entering the July 1 employee insurance elections into the Benecon BerniePortal online system
- Prepared and distributed the Lincoln Financial life and disability insurance benefits packets to all eligible employees; collected the completed Beneficiary Designation Form from employees for placement in the personnel files; provided an employee census to Benecon for life and disability benefits enrollment; provided a voluntary life participant census to Benecon
- Provided the Finance Department with the updated life and disability insurance rates due to the change in vendor
- Drafted and distributed the FY 2021 Retiree Medical Insurance Renewal memos for retirees participating in the active employee medical insurance plan
- Provided the Finance Department with information on leave carryover exceptions
- Assisted the representative with the 2020 AFLAC open enrollment for eligible employees

Employment/Recruitment

- Advertisements:

	Internal Advertisements	External Advertisements	Internal Applications Processed	External Applications Processed
Full-time	6	1	0	7
Part-time	0	0	0	0
Temporary	0	0	0	0
Seasonal	0	0	0	0

- Processed:

	New Hire Documentation	Employee Orientations	Internal Transfers	Promotions
Full-time	3	1	0	0
Part-time	0	0	0	0
Temporary	0	0	0	0
Seasonal	7	0	0	0

- Finalized the Compensation and Classification Study Phase 3 implementation plan for FY 2021 for the budget; compared final file against Eden Position Budgeting
- Drafted and distributed FY 2021 employee wage adjustment memos to all regular employees
- Entered FY 2021 pay rates for all employees into the Eden system
- Updated the Child Care/Fitness Attendant job description
- Distributed letters for returning camp and pool staff applicants, announcing the closure of the pool and the cancellation of camp for the summer of 2020
- Drafted and distributed:
  - Letters to recall Family Fitness Center furloughed employees
  - FY 2021 employment renewal letters for Fitness Center temporary employees
  - Employment agreements for 15-hour Recreation employee
- Drafted a job description for the new Director of Information Technology position
- Director of Human Resources recruitment
  - Provided information on the Director of Human Resources position to Novak Consulting (Novak)
  - Distributed Novak invitation to complete survey via email to elected officials, the City's leadership team, and the Human Resources Department staff
  - Updated the Director of Human Resources job description and provided the final document to Novak
  - Reviewed Novak drafts of the recruitment brochure and the first year goals document

Projects

- Created a new format for Human Resources policies and procedures and updated policies to the new format

Risk Management

- Insurance claims filed

Automobile	Liability	Mobile Equipment	Property	Sewer Back-up	Workers' Compensation
1	1	0	0	1	3

- Processed two Commercial Driver's License employees for random drug testing per Department of Transportation regulations
- Coordinated State of Maryland boiler inspection for City Hall
- Coordinated the purchase of COVID-19 supplies for various departments

- Drafted and implemented the Non-Police Personnel Disease Prevention During Pandemics and Employee Screening During Pandemics procedures; Safety/Risk Coordinator Brian DeMay began daily temperature screenings at the 56 West Main Street administrative offices
- Drafted and updated fitness activity waiver to include outdoor fitness classes for the Recreation and Parks Department
- Researched COVID-19 signage for various departments
- Researched various possible COVID-19 exposure issues with the Carroll County Health Department for risk management purposes
- Researched and provided assistance on various liability insurance questions

Training/Meetings

- Director of Human Resources Darlene Childs and Human Resources Analyst Brenda Anders participated in an annual Maryland State Retirement Agency retirement coordinator's virtual meeting
- Mr. DeMay participated in the following webinars:
  - National Safety Council "SAFER Return, Playbook for Return to Work With COVID-19"
  - PRIMA "Until Help Arrives"

Police Department

Time Frame	Police Calls For Service	Adult Arrests	Juvenile Arrests	DUI Arrests	Traffic Citations	Foot/Bike/T3 Patrol Hours
June 2020	1,051	35	8	5	123	282
June 2019	1,218	48	1	9	173	270
2020 YTD Total	5,667	197	37	32	716	1,318
2019 YTD Total	6,466	332	23	45	1,174	1,155

Significant Cases in June:

Crime: **Robbery**
Date: 06/01/2020
Location: 74 West Main Street and 27 East Main Street
Details: The victim reported that the suspect accosted, assaulted, and threatened the victim after the victim exited the Jiffy Mart; however, Jiffy Mart video shows the victim motioning the suspect to follow him. He said that the suspect demanded his money. The suspect then followed the victim to his apartment at 27 East Main Street to obtain more money. Video surveillance captured the suspect following the victim to his residence. The victim had visible injuries. Detectives positively identified the suspect via the surveillance videos.
Arrested/Charged: Nathaniel J. Eckard (21 YOA)
Robbery
Assault-Sec Degree
Reckless Endangerment
Theft Less Than $100

Crime: **Fraud**
Date: 06/04/2020
Location: Stonegate Court
Details: The victim reported an email phishing fraud. He received a fraudulent email directing him to purchase gift cards and to email images of the cards. The email appeared to have been authorized by his supervisor. The victim purchased $2,000 worth of gift cards and sent images of the cards to the email address. The suspect(s) then used the cards.

Case Status: Open

Incident: **Theft**
Date: 06/22/2020
Location: Home Depot
Details: Home Depot reported the theft of 310 pounds of Romex wire. An employee recovered a piece of cardboard with the suspect's mailing address, which resulted in a positive identification of the suspect. Detectives searched the RAPID database and discovered the suspect sold the above wire to a scrap yard in Baltimore County approximately 45 minutes after the theft. Detectives applied for and obtained a charging document for the suspect.
Charged: Jonathan M. Douglas (32 YOA)

Significant Activities in June:

- Four police recruits continue entry-level police academy training at the Maryland Police and Corrections Training Academy, with an August 7 graduation date.

Recreation & Parks

- The Family Fitness Center re-opened at 50% capacity on June 22 at 8 a.m.

- Staff continue to work diligently updating member information and transferring members to new membership packages.

- From June 22 to June 30 (9 days), there were 302 Fitness Center membership scans.

- Group Fitness Class attendance:
  - Cardio = 213
  - Cycle = 39
  - Barre = 0 (studio closed due to construction)
  - Yoga = 57

- In preparation for re-opening the Fitness Center, the following facility improvements were accomplished:

  - Recreation and Parks Department offices were moved to the 2nd floor of the Babylon Building.

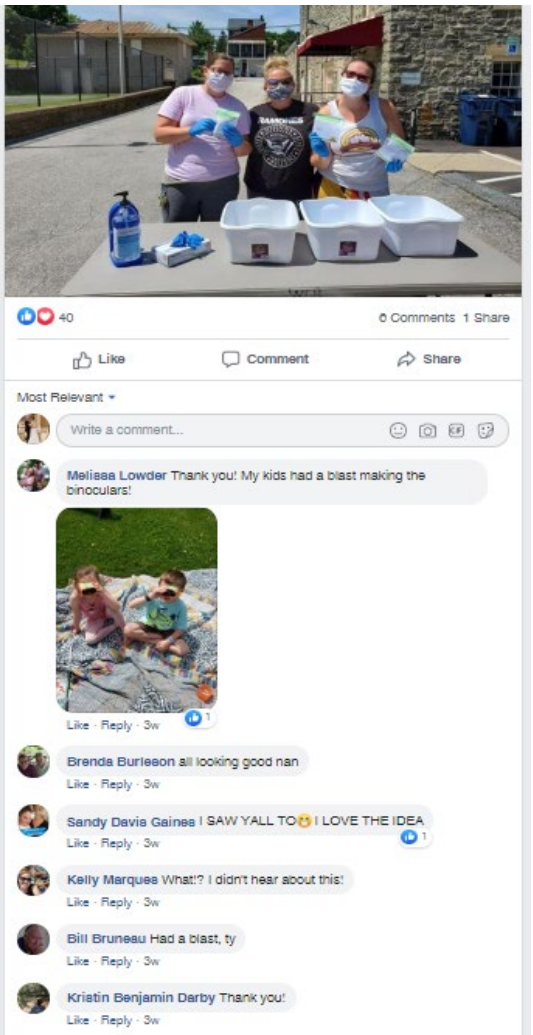
  - Waterproof, easy to disinfect flooring was installed in the 2nd floor yoga studio and in the former Recreation and Parks Department office space. This facility adaptation allowed the cycle studio to move to the 3rd floor (former Recreation and Parks Department office space) to allow for greater physical distancing. The former 2nd floor cycle studio now provides space for rowing machines and an area to stretch, as space for the same was eliminated from the cardio room when machines were moved to allow for physical distancing between cardio equipment.

  - Construction in the Barre Studio was undertaken during the month of June. Repairs to the ceiling and walls were necessary in this area of the building because of water intrusion that occurred at, and around, the chimney. Water leaking into the building in this area created instability in the drop ceiling, and spalling and cracking of plaster on the walls.

  - The membership check-in and customer service desk area were re-organized. A dedicated scanning pedestal and scanning computer were added to increase efficiencies and better serve staff and members.

- Recreation staff created Recreation Relaunch, a series of activities scheduled throughout the summer offering drive-thru craft kits and other activities that can be held in a safe manner. During the month of June, staff hosted three drive-thru craft opportunities and one in-person activity, serving nearly 300 families.

    - June 16: Drive Thru Activity: Backyard Binoculars with Scavenger Hunt. Distributed approximately 110 crafts.



    - June 18: Kid's Sink or Swim Experiment. Filled one session with 7 of 8 children allowed.

    - June 23: Drive Thru Activity: Let It Grow. Distributed approximately 90 crafts.

- June 30: Drive Thru Activity: Patriotic Streamer. Distributed approximately 93 crafts.

- Posted position openings for following job opportunities:
  - Group Fitness Instructors
  - 25-Hour Recreation Assistant I
  - 40-Hour Recreation Assistant I
  - Front Desk/Child Care Attendant

- Re-hired several seasonal employees that were planning to work at summer camp and the pool. These employees are helping out in the Family Fitness Center, as additional staff are needed to assist with increased cleaning, temperature checks, and health screenings.

- Fitness Center Manager Shelly Fulton announced her retirement. Her last day of employment will be July 31, 2020.

Public Works

Wastewater Treatment Plant

Total Flow	132.455 MGD
Average Daily Flow	4.415 MGD
Sludge (Integrated Agronomics)	548.02 Wet Tons
Septage Sludge	157.9 Wet Tons

- Sam Childs started as an Operator on June 23, 2020
- COVID-19 personnel/operational accommodations
- Performed 4,000 lab analyses
- Entered and completed Facility Dude maintenance work orders
- Completed safety training

- Transported recyclables to the County landfill
- Performed routine maintenance

Utility Maintenance

- Water leaks
  - Hess Court (main)
  - 529 Baltimore Boulevard (private)

- Sewer blockages
  - 457 Baltimore Boulevard (lateral)
  - 219 East Main Street (lateral)
  - 12 North Bishop Street (lateral)
  - 509 Gentry Court (lateral)
  - 704 William Avenue (lateral)
  - 457 Baltimore Boulevard (private)

- Fiber Drop Installations
  - 236 Glenbrook Drive
  - 4 Quintal Drive
  - 669 Spring Meadow Drive
  - 400 Corniche Court
  - 370 North Colonial Avenue
  - 770 Medinah Circle
  - 341 East Main Street
  - 558 Spring Green Court
  - 365 Pleasanton Road, Unit A32
  - 346 Logan Drive
  - 703 Riley Court
  - 400 Hobbitts Lane
  - 608 Upper Field Circle
  - 634 Spring Meadow Drive
  - 59 Chase Street
  - 72 Bond Street
  - 123 East Green Street
  - 226 East Main Street
  - 872 Amherst Lane
  - 229 Lodestone Court

Water Loss

Water Main Flushing	0.00MG
Water Leaks	0.005MG
Private Leaks	0.001MG
Sewer Main Flushing	0.0020MG
Total Loss	**0.008MG**

- Miscellaneous tasks
  - Completed high water bill inspections, meter investigations, meter Installations, and meter readings
  - Completed water, sewer, and fiber markings
  - Continued work on the finished water reservoir
  - Continued Stonegate fiber installation project

- Regular maintenance
  - Flushed and cleaned sewer mains
  - Fire hydrants
  - Sewer pumping stations
  - Booster stations and water storage stations
  - Leak detection
  - Maintaining sewer easements

Street Department

- Grounds Maintenance section performed the following tasks:
  - Mowed parks and rights-of-way
  - Removed brush, metal, yard waste, and bulk trash
  - Elevated and pruned trees at Dutterer Park, King Park, and Jaycee Park for mowing
  - Mowed grass on abandoned private property

- Building Maintenance section performed the following tasks:
  - Collected parking meter money and maintained meters
  - Performed maintenance at City parks
  - Performed maintenance at various City buildings
  - Built sanitation station for the Family Center and 56 West Main Street
  - Installed subflooring at Family Center
  - Installed sneeze guards at 56 West Main Street

- Streets and Alleys section
  - Removed brush, metal, yard waste, and bulk trash
  - Transported materials to County landfill:

Street Baskets	3.16 tons
Bulk Trash	94.56 tons
Brush	37.46 tons
Yard Waste	4.59 tons
Paper Recycling	0.00 tons
Street Sweepings	12.96 tons
Tires	0.77 tons
Metal	2.71 tons

  - Scheduled bulk trash collection
  - Set out dumpsters for larger piles of trash
  - Assisted with hill mowing all stormwater management ponds
  - Assisted with mowing all City parks and Wakefield Valley Walking Trail
  - Assisted with mowing parks and rights-of-way

Street Maintenance Section
  - Assisted with mowing all City parks and Wakefield Valley Walking Trail
  - Removed brush, metal, yard waste, and bulk trash
  - Assisted with mowing parks and rights-of-way
  - Assisted with trimming trees in all City parks

Engineering

- HRI, Inc., the general contractor for the ENR/Biosolids Upgrade Project, continued to work on construction of the concrete slabs and walls for the Denitrification Building. Other work included blowers, electrical buildings, and site electrical conduits, the startup of the Reactor #1, installation of structural steel for the Solids Processing Building, and work on the reconstruction of the Reactor #2. The project engineer and HRI continued review of submittals.

- Little Pipe Creek Restoration and Relocation Project is in the monitoring program. The contractor completed repairs from the punch list.

- The contractor for Section 3 of the Stonegate development worked on grading; installation of the storm drain, sewer force main, and water lines; and, road paving. The contractor started work on storm drain mass grading and installation of sewer lines in Section 4.

- The contractor for Bolton Hill Phase 5 worked on punch list items and will begin work on the sidewalk along Meadow Branch Road.

Water Plant

- Cranberry Water System Sources – Raw Water to Plant in Million Gallons (MG)

Raw Meter Total	43.9032 MG
Recycled Water Total	4.9293 MG
Recycled Water Recovered	11.228 %
CIP Wash Water/Membrane Cells	0.1512 MG
Total	**43.752 MG**

Raw Water Sources in MG

Cranberry Branch	37.75 MG
Hull Creek	6.002 MG
Raw Reservoir	0 MG
Other	0 MG
Total	**43.752 MG**

- Treated in MG

Finished Water Flow Meter	43.5968 MG
Station Water	0.037437 MG
Total Treated	43.55936 MG
Backwash/Recycle Filters	0.2322 MG
Delivered to System	**43.32716 MG**

- Wells in Cranberry System in MG

Well 3	0.0 MG
Well 4	1.74309 MG
Well 5	4.58295 MG
Well 6	2.14881 MG
Well 7	4.693632 MG
Well 8	3.709585 MG
Wells 9 and 10	0.0 MG

Well 11	2.408524 MG
Well 12	4.386292 MG
Total Delivered to System	67.00005 MG
Day of Maximum Usage – 29	2.60509 MG
Well 5 Backwash	0.00389 MG
Well 7 Backwash	0.32549 MG
Well 8 Backwash	0.06236 MG
Well 12 Backwash	0.54225 MG
Daily Average	2.2333349 MG

- Hours operated = 720
- Rainfall = 8.46 inches
- Raw Reservoir level = 24.0 feet
- Wakefield Well System

Well 1	2.4364 MG
Well 2	3.237875 MG
Total Delivered to System	5.674275 MG
Filter Backwash	0.00530 MG
Daily Average	0.1891425 MG
Day of Maximum Usage - 5	0.406725 MG

- Other tasks included:
  - Performed routine maintenance at the wells and Water Treatment Plant
  - Collected 70 distribution compliance samples
  - Performed 300 process control checks at 12 Wells
  - Performed 358 process control checks at the Cranberry Water Treatment Plant
  - Completed monthly operating reports for the Cranberry and Wakefield Systems
  - Completed NPDES operating reports for Koontz Well and the Cranberry Water Treatment Plant

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: July 21, 2020

Re: Approval – Mission BBQ Public Works Agreement No. A-1138, including the associated SWM deed and Easement and Release of Sewer Easement

Background

In June 2020, the Planning and Zoning Commission approved the Site Development Plan for the Mission BBQ restaurant project. The applicant and the City have finalized the Public Works Agreement, Stormwater Management (SWM) Deed of Easement and Maintenance Agreement, and Release of Sewer Easement.

The applicant has requested that the documents be approved in the form presented. The City Attorney has reviewed all documents submitted by the applicant.

After passage by the Common Council and approval via signature by the Mayor, the SWM Deed and Easement and Release of Sewer Easement will be recorded in the land records of Carroll County. The Public Works Agreement will be kept on file in the City Clerk's Office.

Recommendation

Staff recommends approval of Public Works Agreement No. A-1138 and associated documents for the Mission BBQ restaurant project.

Attachments

- Public Works Agreement No. A-1138
- Stormwater Management (SWM) Deed of Easement and Maintenance Agreement
- Release of Sewer Easement

cc: Barbara B. Matthews, City Administrator
Elissa D. Levan, City Attorney

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A – 1138

APPLICATION FOR THE CONSTRUCTION OF

MISSION BBQ AT 140 VILLAGE SHOPPING CENTER DEVELOPMENT

Project: Mission BBQ at the 140 Village Shopping Center

Location: Tax Map 108, Block 15, Parcel 939, Part of Lot 4, Plat of Subdivision One Forty Village Shopping Center – Plat Book 14, Folio 24
Tax ID # 07-063318

Owner: 140 Village Limited Liability Partnership
10096 Red Run Boulevard, Suite 300
Owings Mills, Maryland 21117-0000

Developer: Mission BBQ Westminster, LLC
7750 Ritchie Highway
Glen Burnie, Maryland 21061

THIS AGREEMENT is made this _____ day of _____, 20___, by and among The Mayor and Common Council of Westminster (hereinafter "the City"), a municipal corporation of the State of Maryland, 140 Village Limited Liability Partnership (formerly known as 140 Village Limited Partnership) (hereinafter, "the Owner"), a limited liability partnership, with its principal place of business at the above-referenced address in Baltimore County, MD, and Mission BBQ Westminster, LLC (hereinafter, "the Developer"), a limited liability company, with its principal place of business at the above-referenced address in Anne Arundel County, MD; and,

WHEREAS, the Developer leases from the Owner a certain parcel of land situated within the corporate boundaries of the City at 140 Village Shopping Center, 584 Jermor Lane, Westminster, MD 21157, comprising approximately 0.689 Acres, and is demolishing an existing

restaurant building and constructing a new restaurant building of approximately 0.689 acres, on property zoned "B – Business"; and,

WHEREAS, the Developer has proposed to demolish and construct a restaurant building (hereinafter, "the Project") in accordance with the provisions set forth in Article VIII of the City Zoning Ordinance; and,

WHEREAS, the City's Planning and Zoning Commission approved the Site Development Plan for the Project on **June 11, 2020**; and,

WHEREAS, prior to the issuance of any building permits for the Project, the City requires that evidence of financial responsibility in the form of a performance bond, irrevocable letter of credit or cash bond be furnished by the Developer to guarantee completion those site improvements shown, or to be shown, on the final approved construction plans and/or such off-site improvements as may be required by the City, in order to protect the City and the residents thereof from the costs of failure to complete in the required manner the necessary public improvements; and,

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions for the completion of all required site improvements for the work listed below according to the approved plans and specifications attached: landscaping and stormwater management.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings, agreements and covenants herein expressed, the parties hereto agree as follows:

1. The Developer has prepared construction plans, specifications, and descriptions of the Project pursuant to its approved Site Development Plan, and submitted them to the City for its review and approval. These plans and specifications, prepared by McIlvried, Didiano, & Mox, LLC ("MDM"), were approved by the City of June 11, 2020 and are incorporated herein by reference

and Developer promises and agrees to complete the Landscaping and Storm Water Management improvements as shown on, and in accordance with, said plans. The Developer agrees to furnish "as-built" construction drawings tying into U.S.G.S. datum to the City for its future reference at the Developer's expense in a digital format as determined by the City.

2. The Developer shall furnish, prior to permit issuance, standard corporate performance and payment bonds in a form approved by the City, or irrevocable letters of credit or a cash deposit, in the amount of 110% of the full contract price for the construction cost of the above-described landscaping and stormwater management improvements, and other required facilities and contracts as a guarantee for the satisfactory and timely completion of said work. The City may, in its discretion, permit the bond, irrevocable letter of credit or cash deposit to be reduced in proportion to the amount of the said work completed, at 50% and 80% of completion. If an irrevocable letter of credit is posted by the Developer, it shall contain the following language in addition to any and all other language and requirements deemed appropriate by the City:

> It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless sixty (60) days prior to such expiration date you are notified by registered letter that the City of Westminster elects to release this Letter of Credit for any such additional period.

3. In the event the Developer fails to construct the required improvements herein in accordance with the above described plans and specifications, and/or required easements for public facilities, or fails to commence appropriate and effective corrective action within the time periods set forth in Paragraph 4 hereof after written notification by the City of non-compliance with any pertinent requirements during the construction of said improvements, or otherwise fails to perform its obligations under this Agreement, the City shall have the right to call or draw upon the security posted pursuant to Paragraph 2 hereof. The City shall have the right to refuse to accept or to

maintain said public improvements until the same are fully completed by the Developer, or at its option, to accept and record deeds for the easements and/or rights-of-way described by plats and enter into and upon the same for the purpose of constructing or repairing the required improvements.

4. In the event of default by the Developer in performance of its obligations under this Agreement, the City shall give notice in writing to the Developer and to the issuer of the security posted pursuant to Paragraph 2 hereof, of such default. Subject to the last sentence of this Paragraph, in the event that such default has not been cured by the Developer within fifteen (15) days after receipt of such written notice, the City shall give the Surety written notification of said default, and the Surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such reasonable period as the City may specify; or (b) indemnify the City against loss or expense arising out of failure of The Developer to complete said improvements as required by the terms of this Agreement. If Surety fails to take the required corrective action within thirty (30) days of the foregoing election, any construction or conveyance privileges granted to the Developer for the improvements guaranteed by this Agreement may be suspended by the City pending completion of the required improvements. Notwithstanding the foregoing, so long as the Developer has commenced to cure and is diligently proceeding to cure a non-monetary default, the time period within which such default may be cured shall be extended in the City's discretion for such period as may be reasonably necessary to complete the cure in the exercise of due diligence.

5. The City, in addition to any recovery under the guarantee or security, shall nevertheless have the right to maintain an action against the Developer for such additional costs or damages as may

be incurred to complete the required improvements herein described in accordance with the applicable plans and specifications.

6. In the event that the approved Plans and Specifications referred to in paragraph 1, or any condition(s) of approval, require the conveyance of any land or interest in land to a governmental entity, then all right, title and interest in and to all drainage and utility easements, public streets and public roadways, and all public improvements located therein, including but not limited to, water mains, sewer mains, storm drain lines, storm water management facilities, and all related accessories and appurtenances of any of the foregoing are to be conveyed by the Owner and/or Developer or its successors or assigns to the City when completed to the City's satisfaction and, in the event all or any part of the Project is transferred to another person or entity prior to acceptance of conveyance of said facilities to the City, the Owner and/or Developer must reserve said facilities to itself for conveyance to the City or must require its successors or assigns, by deed restriction or other method satisfactory to the City, to convey the facilities to the City when completed to the City's satisfaction.

7. The Developer shall reimburse the City for all costs incurred by the City in connection with the inspection of those facilities to be taken over by the City, the construction cost for work performed by request of the Developer by letter, and the fees of consultants, including legal, engineering and other appropriate professionals, employed by the City to review contract documents, perform tests and observe construction of items to be conveyed to the City. The Developer will be assessed a fee of 4.5% as set by law in §A-1751.1 A.(14)(c)[1] of the City Code, of the value of those public works and related improvements for construction inspection by the City for this project. The Developer agrees to pay this fee prior to the release of signed Mylar's for construction.

8. The Developer shall incorporate sediment and erosion control facilities, if required, as approved by the City and the Soil Conservation District, in the development of the Project and shall construct and maintain said facilities until such time as the City and the Soil Conservation District notify the Developer in writing that those facilities are no longer required, at which time those facilities no longer required shall be removed and the land returned to a condition acceptable to the City by the Developer. The Developer's performance bond, irrevocable letter of credit or cash deposit issued pursuant to Paragraph 2 hereof shall include an amount sufficient to cover the cost of erosion and sedimentation control facilities.

9. The Developer, upon application for building permits, shall make payment to the City for all water and sanitary sewerage special benefit assessment and related charges resulting from the approved plans and specifications pertaining to the project in accordance with Sections 124-13 and 160-8 of the Charter and Code of Laws and the Utility Fee Ordinance . The Developer shall install all water and sanitary sewer service laterals when required as a part of the extension of the water and sanitary sewer mains resulting from the approved plats, plans and specifications, pertaining to the Developer's property. For each lateral that is extended as part of the initial contract by the Developer, the Developer shall be exempted from the normal connection charges that would ordinarily be imposed by the City in accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance; however, the Developer shall pay the invoiced cost of all required water meters, which the City will furnish for installation by the Developer accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance.

10. The Developer, upon application for building permits, shall make payment to the City when required for all Special Capital Benefit Assessment and related charges in accordance with the

Schedule contained in Section 133-3 of the Charter and Code of Laws and the General Fee Ordinance.

11. The Developer acknowledges that the City has entered into a Consent Order dated April 3, 2007; with the Maryland Department of the Environment and that the City has subsequently adopted a Water and Sewer Allocation Policy. The City will provide water and sewerage service to the Project in accordance with said Water and Sewer Allocation Policy and any amendments thereto, together with the City's laws and regulations relating to such water service and sewer service, and the Developer accepts and agrees to the terms of said Water and Sewer Allocation Policy, and amendments thereto.

12. Any contractor engaged by the Developer for the performance of any work in connection with any facilities intended hereunder to be accepted by the City shall be subject to the City's approval, and said contractors shall be subject to any prequalification standards which may be in existence, adopted, or hereafter adopted or modified as being in the best interests of the City. The City shall have the right to review all contractors and awards for such work.

13. Should the Developer not begin construction of the Project within two (2) years of date of execution of this Agreement, this Agreement shall expire and a new Agreement shall be executed incorporating any changes, increased guarantees, or conditions as may be required by the City.

14. The Developer shall submit to the City, for informational purposes only, if required by the City, exterior design elevations and samples of exterior building materials prior to the issuance of building permits.

15. The Developer shall abide by all City and/or County codes in effect relating to the work. In case of conflict between Codes, the City will direct which shall apply.

16. The Owner/Developer shall be entitled to, and the City shall not deny, use and occupancy

permits for the dwelling units shown on the record plats or part thereof, after the blacktop base course is installed on any and all streets shown on the record plats respectively, provided all other building requirements are met and provided the Developer is not in default of any other provision of this Agreement.

17. The Developer shall assign an English-speaking Project superintendent, who must be on site at all times while work is progressing and who will be responsible for coordination of all work and provide liaison with City representatives. The Developer shall notify the City of the name of such superintendent in writing.

18. The Developer shall hold the City harmless and defend and indemnify it from any and all claims arising from the operations of the Developer, its employees, contractors, subcontractors, and agents.

19. The Developer shall provide a maintenance bond prior to acceptance by the City of any public facilities in the amount of ten percent (10%) of the construction cost of said facilities. The bond must be executed by Surety satisfactory to the City and shall be effective for a one-year guarantee period. It is understood and agreed that in the event the Developer fails to re-execute, correct or repair any work performed in connection with said public improvements that may be found within the one-year maintenance period to be improper or imperfect as a result of substandard material or workmanship or failure of materials or workmanship, or otherwise fails to fulfill the terms of the plans and specifications, and the Developer fails or is unable to commence to correct and diligently complete such work after 30 days' notice from the City, then in that event the City may purchase materials, tools and equipment, employ labor, and/or let a contract as required to perform the necessary corrective work covered in the guarantee. All costs and expense incurred thereby by the City shall be charged against the maintenance bond. In addition to any recovery under the bond,

the City shall also have the right to initiate and maintain an action against the Developer for such additional costs as may be incurred in order to complete the required improvements herein described in accordance with the applicable plans and specifications.

20. This Agreement and the Developer's rights and obligations thereunder, may not be assigned or transferred by the Developer to any persons, firm or corporation of financial standing reasonably sufficient to fulfill the obligations of the Developer under this Agreement, except upon the written consent of the City. Upon written approval by the City of such assignment or transfer, the Developer shall have no further liability or obligation thereunder other than that which may have existed prior to the effective date of the assignment or transfer.

21. The City retains the absolute right to withhold its approval both of buildings and of use and occupancy permits for the Project if the Developer fails to perform the requirements specified in this Agreement including, but not limited to, payment of all applicable invoices, maintenance of surety and other related requirements, or fails to protect the health, safety and welfare of the City and its residents as determined by the City.

22. This document constitutes the entire Agreement between parties. This Agreement may only be modified or changed in writing and signed between the parties, it being expressly understood that no verbal notices or agreements shall be effective to alter the terms hereof.

23. The Developer agrees to incorporate on the Site Development Plan landscaping as required by the City and related review agencies and approved by the City. All landscaping including design, installation, guarantees and release of Surety, shall conform to the requirements of the City's adopted Landscape Manual and any subsequent amendments. Surety in the amount of 110% of the cost of the landscaping and related work shall be provided to the City prior to release of a building permit.

24. The Developer shall complete its work hereunder in accordance with the approved plans and conditions as determined by the Director of Community Planning and Development.

25. Upon completion of the Project and prior to issuance of use occupancy permits, if determined to be necessary by the City, the Developer and the City shall enter into and record among the Land Records of Carroll County a Stormwater Management Easement and Maintenance Agreement which shall provide for the perpetual maintenance of storm water management facilities and appurtenant devices to be constructed in accordance with all applicable requirements of Chapter 136 of the Westminster City Code entitled "Stormwater Management". The Developer may assign or transfer its rights and obligation under the aforementioned Stormwater Management Inspection and Maintenance Agreement to any person, firm or corporation of financial standing reasonably sufficient to fulfill its obligations upon the City's written approval. Prior to such assignment or transfer, the City shall review and approve all documents to effect the assignment or transfer prior to issuing its written approval.

26. The Owner warrants and represents that it has consented to the Developer undertaking the obligations set forth herein and that such undertakings do not conflict with any obligation that the Developer bears to the Owner with respect to the Project or Property. The Owner agrees to cooperate fully in any obligation undertaken by the Developer pursuant to this Agreement relating to the conveyance of public facilities and to execute promptly upon the City's request any deeds or easement documents necessary to accomplish same, as contemplated by Paragraph 6, and, in the event of any default by the Developer, or its successors or assigns, of its obligations with respect to the perpetual maintenance of the stormwater management facilities as set forth in Paragraph 24, to undertake those obligations.

IN WITNESS WHEREOF, the City, the Developer and the Owner have caused this instrument to be duly executed by their respective officers hereunto duly authorized and have placed it under seal.

ATTEST:

140 VILLAGE LIMITED LIABILITY PARTNERSHIP

By: MONFRED INVESTMENTS, LLC, General Partner

By : _____(Seal)

By: Brad King

Its: Authorized Person

ATTEST:

MISSION BBQ WESTMINSTER, LLC

_____

Kaitlin N. Evans

By : _____(Seal)

By: Roger J. Sullivan

Its: Authorized Agent

ATTEST:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____

Shannon Visocsky, City Clerk

By: _____(Seal)

Joe Dominick, Mayor

Recommended for Approval:

_____

Mark Depo, Director
Community Planning and Development

Recommended for Approval:

_____

Jeff Glass, Director
Public Works

Approved as to form and legal sufficiency
this _____day of _____, 20___.

_____

Elissa D. Levan, City Attorney

STATE OF MARYLAND
COUNTY OF CARROLL

On this 22nd day of July, 2020, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, Brad Kline, who acknowledged his or herself to be Authorized Person of Kline 140 Village LLP that he or she, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said corporation in his capacity therein stated.

In witness whereof I hereunto set my hand and Official Seal.

Notary Public

KELLY SHAFFER
Notary Public-Maryland
Carroll County
My Commission Expires
12/3/22

My Commission expires 12/3/22

STATE OF MARYLAND
COUNTY OF Harford

On this 21st day of July, 2020, before me, a Notary Public of the State of Maryland, in and for ~~Carroll~~ Harford County aforesaid, the undersigned officer, personally appeared, Roger J. Sullivan, who acknowledged his or herself to be the authorized agent of Mission BBQ Westminster, LLC that he or she, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said corporation in his capacity therein stated.

In witness whereof I hereunto set my hand and Official Seal.

Notary Public Kaitlin N. Evans

KAITLIN NOELLE EVANS
COMMISSION EXPIRES
NOV. 20 2021
HARFORD COUNTY, MD.
NOTARY PUBLIC

My Commission expires 11/20/2021

DEED OF STORM WATER MANAGEMENT EASEMENT
AND MAINTENANCE AGREEMENT
(Private Storm Water Management Facilities)

This Deed of Storm Water Management Easement and Maintenance Agreement, made this ____ day of _____, 20_____ by and between **140 VILLAGE LIMITED LIABILITY PARTNERSHIP (formerly known as 140 VILLAGE LIMITED PARTNERSHIP)**, a Maryland limited liability partnership (Grantor); and **THE MAYOR AND COMMON COUNCIL OF WESTMINSTER**, a Municipal Corporation of the State of Maryland (Grantee).

WHEREAS, the within Grantor is the owner of a certain lot, tract or parcel of land situate, lying and being in the Seventh (7th) Election District of Carroll County, Maryland, and being known and designated as **Lot 4** on a plat entitled "*Plat of Subdivision of ONE FORTY VILLAGE SHOPPING CENTER*" of record among the Plat Records of Carroll County in Plat Book No. 14, Folio 24, which said Lot 4 is being redeveloped pursuant to Site Development Plan S-19-0015 (Site Plan), (hereinafter referred to as the "Plat"); and

WHEREAS, Lot 4 will contain certain storm water management facilities; and

WHEREAS, as a condition of approval of said Site Plan, Grantor is conveying the following described easements to Grantee.

NOW THEREFORE, THIS DEED OF EASEMENT, WITNESSETH, That for and in consideration of the sum of Zero Dollars ($0.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said 140 VILLAGE LIMITED LIABILITY PARTNERSHIP, a Maryland Limited Liability Partnership, does hereby grant and convey unto

the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, a Municipal Corporation organized and existing under the laws of the State of Maryland, its successors and assigns, in perpetuity, an easement over any storm water management facilities located on **Lot 4** on Plat entitled "*Plat of Subdivision of ONE FORTY VILLAGE SHOPPING CENTER*" of record among the Plat Records of Carroll County in Plat Book No. 14, Folio 24, to maintain said facilities in accordance with approved storm water management plans prepared by McIlvried, Didiano & Mox, LLC (MDM) and approved by the City of Westminster on or about June 11, 2020 (which plans are part of the Site Plan and are incorporated herein by reference); said easement being for the purpose of allowing Grantee, its successors and assigns, and its authorized representatives, access to and ingress from the closest public right of way reasonably suitable for the purpose to any storm water management facilities located on said lot for the purpose of maintaining, repairing, replacing and/or relocating same provided said activities shall be conducted in a manner that does not unreasonably interfere with the lawful improvements located on the lot; and, provided however that the obligation to maintain, repair and replace said private storm water management facilities remains with owner of the lot on which said private storm water management facility is located and this Deed of Easement is not intended to create any obligation to act on the part of Grantee.

The easements hereby granted extend over and across portions of all that property owned by Grantor by virtue of a Deed dated January 2, 2014 and recorded among the Land Records of Carroll County in Liber DBS No. 7579, folio 939, etc.

TO HAVE AND TO HOLD the right and privilege of the use of the easement areas above described and mentioned and hereby intended to be conveyed together with the rights, privileges,

appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said THE MAYOR AND COMMON COUNCIL OF WESTMINSTER its successors and assigns, in perpetuity. THE GRANTOR reserves the right to use the property for any purpose not inconsistent with the easement conveyed herein.

THE PARTIES hereto certify that there was no actual monetary consideration for the transfer of the hereinabove described property.

AND THE SAID GRANTOR hereby covenants that it will execute such further assurances of the same as may be requisite.

THE RECITALS are incorporated herein.

WITNESS the hands and seals of the within Grantor.

NO TITLE EXAMINATION

140 VILLAGE LIMITED LIABILITY PARTNERSHIP, a Maryland Limited Liability Partnership
BY: MONFRED INVESTMENTS, LLC

BY: _____ (seal)
Brad Kline, Authorized Person

_____
WITNESS

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STATE OF MARYLAND)
) TO WIT:
COUNTY OF CARROLL)

ON THIS, the 22nd day of July, 2020, before me, a Notary Public, the undersigned officer, personally appeared Brad Kline who acknowledged himself to be the Authorized Person of Monfred Investments, LLC, General Partner of **140 VILLAGE LIMITED LIABILITY PARTNERSHIP**, a Maryland Limited Liability Partnership, and that he/she, as such Authorized Person, being authorized so to do, executed the same for the purposes therein contained, and further certified that the actual consideration was Zero Dollars ($0.00).

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____(seal)
Notary Public

KELLY SHAFFER
Notary Public-Maryland
Carroll County
My Commission Expires
12/3/22

My Commission expires 12/3/22.

ACCEPTED:
THE MAYOR AND COMMON COUNCIL OF WESTMINSTER, Grantee

_____ _____seal)
_____, CLERK JOE DOMINICK, MAYOR

I certify that I am duly authorized to practice law in the State of Maryland, and that this instrument has been prepared by me or under my supervision.

_____ 7/22/20
CLARK R. SHAFFER DATE

After recording please
return to:
City of Westminster
56 W. Main St.
Westminster, MD 21157

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RELEASE OF SEWER EASEMENT

This **RELEASE OF SEWER EASEMENT** (hereinafter "Release") is made this _____ day of _____, 20__, by the **THE MAYOR AND COMMON COUNCIL OF THE CITY OF WESTMINSTER**, a municipal corporation of the State of Maryland (hereinafter "City").

WITNESSETH:

WHEREAS, 140 Village Limited Partnership (now known as 140 Village Limited Liability Partnership), et al. granted in favor of City that certain Deed of Easements, dated December 31, 1992 and recorded among the Land Records of Carroll County in Liber LWS No. 1433, Folio 05, etc. (hereinafter referred to as "Easement") encumbering the real property as set forth in the Easement document itself, and as further detailed on a Plat entitled *"Amended Plat of Drainage and Utilities Easements on ONE FORTY VILLAGE SHOPPING CENTER"*, recorded among the Plat Record of Carroll County in Plat Book No. 36, Folio 95.

WHEREAS, the City has been requested to release a portion of all of that land encumbered by the Easement, namely all that area identified as "Portion of Easement To Be Vacated" as set forth on **EXHIBIT A** (an exhibit plat prepared by MDM, LLC, and dated June 23, 2020), attached hereto and incorporated herein; and

WHEREAS, the Easement may be so released to the underlying fee owner; and

WHEREAS, the City is amenable to releasing the Easement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the City hereby discharges, terminates, extinguishes and releases the Easement as to all of the real property identified as " Portion of Easement To Be Vacated" as set forth on **EXHIBIT A** attached hereto and incorporated herein. As to the remainder of the real property encumbered by the Easement and **not** identified on EXHIBIT A as the property to be released herein, the Easement shall remain in full force and effect.

THE MAYOR AND COMMON COUNCIL OF THE CITY OF WESTMINSTER
A municipal corporation of the State of Maryland

ATTEST:

_____(SEAL)
JOE DOMINICK, MAYOR

_____

STATE OF MARYLAND

COUNTY OF CARROLL

On this _____ day of _____, _____, before me, a Notary Public of the State of Maryland, in and for Carroll County aforesaid, the undersigned officer, personally appeared, JOE DOMINICK, who acknowledged himself to be MAYOR of THE MAYOR AND COMMON COUNCIL of WESTMINSTER, that he, being authorized to do so, executed and acknowledged the foregoing instrument on behalf of said corporation in his capacity therein stated.

In witness whereof I hereunto set my hand and Official Seal.

_____
Notary Public

My Commission expires _____

Approved as to form and legal sufficiency

this _____day of _____, 20___.

_____
Elissa D. Levan, City Attorney

GENERAL NOTES:

1. The current owner of the property on which the easement vacation is to occur is 140 Village Limited Liability Partnership as conveyed by Manfred Sugarman LLC to 140 Village Limited Liability Partnership by Deed in Dissolution, dated January 2, 2014 and recorded January 14, 2014.

2. No grading, filing or construction shall be permitted which obstructs or inhibits the surface flow of water within drainage and utility easements shown hereon.

3. Any modifications or plat reassembly shall be subject to approval by the Carroll County Planning and Zoning Commission.

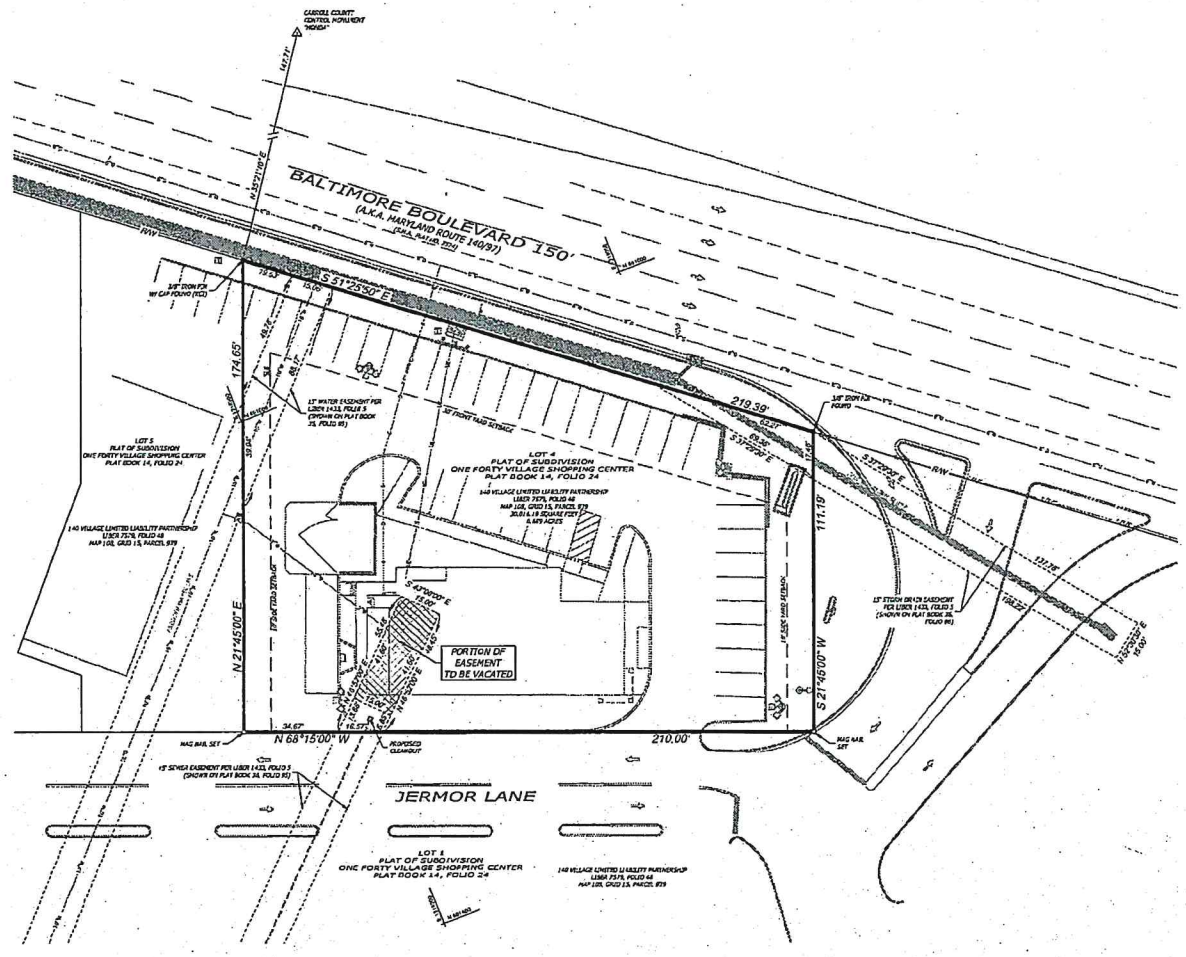
4. County Master Plan for Water and Sewerage
   Water - Existing Service Area
   Sewer - Existing Service Area
   Public water and sewer will be available and no individual water or sewerage systems shall be permitted.

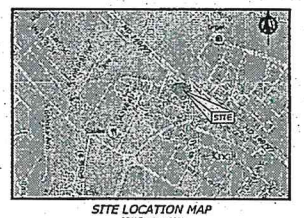
5. No building permit or zoning certificate shall be issued for any lot shown hereon until such time as a Site Development Plan has been approved by the Carroll County Planning Commission.

6. The names and addresses of the Landowner and Developer are as follows:

   Land Owner: 140 Village Limited Liability Partnership
   10065 Red Run Boulevard, Suite 300
   Owings Mill, MD 21117

   Developer: Hasson BBQ, LLC
   7250 Ritchie Highway
   Glen Burnie, MD 21061





SITE LOCATION MAP
SCALE: 1"=1,000'

NO STATE PLANE COORDINATES (NAD83)

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATA TABULATION

	ACRES	SQUARE FEET
TOTAL LOT 4 AREA	0.489 AC.	20,916.18 SQ. FT.
EASEMENT AREA TO BE VACATED	0.017 AC.	734.00 SQ. FT.

THE PURPOSE OF THIS PLAT IS TO REVISE AN EXISTING SEWER EASEMENT AS SHOWN ON THE "AMENDED PLAT OF DRAINAGE AND UTILITIES EASEMENTS ON ONE FORTY VILLAGE SHOPPING CENTER" RECORDED IN PLAT BOOK 36, FOLIO 95. THIS REVISION VACATES A PORTION OF THIS EASEMENT LOCATED WITHIN LOT 4 OF THE AFOREMENTIONED PLAT.

CARROLL COUNTY PLANNING & ZONING COMMISSION

BY _____ DATE _____

CARROLL COUNTY HEALTH DEPARTMENT

BY _____ DATE _____

COMMUNITY WATER AND/OR SWERAGE SYSTEMS ARE IN CONFORMANCE WITH THE CARROLL COUNTY MASTER PLAN FOR WATER AND SEWER

RECORDED IN PLAT BOOK _____ FOLIO _____
AMONG THE LAND RECORDS OF CARROLL COUNTY, MD.

CARROLL COUNTY DEPARTMENT OF PUBLIC WORKS
BUREAU OF UTILITIES

BY _____ DATE _____

OWNERS & SURVEYOR'S CERTIFICATE

THE OWNER(S), TO THE BEST OF HIS (THEIR) KNOWLEDGE, AND THE SURVEYOR DO HEREBY CERTIFY THAT THE LAND SHOWN HEREON HAS BEEN LAID OUT AND THE PLAT PREPARED IN COMPLIANCE WITH SECTION 3-108 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, AS AMENDED, PERTAINING TO THE PREPARATION OF ACCESS PLATS.

OWNER(S) SIGNATURE _____ DATE _____

PRINT OR TYPE(S) NAME(S) _____ DATE _____

SURVEYOR'S SIGNATURE _____ REGISTRATION NO. 21131 _____ DATE 05/08/2020

Howard G. McIlvried, PLS
License No. 21131
License Expires 1-4-2022
Ph: 724-934-2810

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/08/20	ORIGINAL	LAB

McILVRIED, DiDIANO, & MOX, LLC
Site Planners • Engineers • Surveyors
8821 Kind Drive
Pittsburgh, PA 15237
Ph: (724) 934-2810 fax (724) 934-2811
mcilvriedvery@mindspring.com
www.mcilvrie.com

SCALE:	1"=20'
DATE:	05/07/20
DRAWN BY:	LAB
CHK'D BY:	HGM

SHEET 1 of 1
Project No. 8523

AN
ON
7TH Electi
May 7, 2020

ER
Maryland
TY FILE #

EXHIBIT
A

To: Mayor and Common Council

From: Jeffery D. Glass, Director of Public Works

Date: July 21, 2020

Re: Approval – 611 David Avenue Public Works Agreement No. A-1137, including the associated Water and Sewer Facility Easement Agreement

Background

In June 2020, the Owner of 611 David Avenue requested approval for a sewer line relocation to allow for an addition to the existing home. Engineered drawings and alignment certification were provided and subsequently approved.

The applicant and the City have finalized the Public Works Agreement and the associated Water and Sewer Facility Easement Agreement. Once the sewer line realignment is complete, the existing easement will need to be extinguished at a future date, as the new one will take its place.

The applicant has requested that the documents be approved in the form presented. The City Attorney has reviewed all documents submitted by the applicant.

After passage by the Common Council and approval via signature by the Mayor, the Water and Sewer Facility Easement Agreement will be recorded in the land records of Carroll County. The Public Works Agreement will be kept on file in the City Clerk's Office.

Recommendation

Staff recommends approval of the submitted documents for the realignment of the Sanitary Sewer line at 611 David Avenue.

Attachments

- Public Works Agreement No. A-1137
- Water Sewer Facility Easement Agreement

cc: Barbara B. Matthews, City Administrator
Elissa D. Levan, City Attorney

PUBLIC WORKS AGREEMENT

CITY OF WESTMINSTER, MARYLAND

AGREEMENT NO. A –1137

APPLICATION FOR THE CONSTRUCTION OF

SANITARY SEWER REALIGNMENT
611 David AVENUE

Project: Sanitary Sewer Realignment

Location: 611 David Ave. Westminster MD 21157
Tax ID # 07 - 021852

Owner: Jeanne E. McGrew

THIS AGREEMENT is made this _____ day of _____, 20___, by and between The Mayor and Common Council of Westminster (hereinafter "the City"), a municipal corporation of the State of Maryland, and Frank Stracke (hereinafter "the Owner").

WHEREAS, the Owner owns a Carroll County parcel of land situated outside the corporate boundaries of the City being the lot known as 611 David Ave, and is located in the Westminster Water and Sewer Service Area; and

WHEREAS, the Owner has proposed to realign the City Public Sanitary Sewer to allow for the construction of an addition to the residence (hereinafter, "the Project") in accordance with the provisions set forth in Article VIII of the City Zoning Ordinance; and

WHEREAS, prior to the issuance of any building permits for the Project, the City requires that evidence of financial responsibility in the form of a performance bond, irrevocable letter of credit or cash bond be furnished by the Owner to guarantee completion those site improvements

shown, or to be shown, on the final approved construction plans and/or such off-site improvements as may be required by the City, in order to protect the City and the residents thereof from the costs of failure to complete in the required manner the necessary public improvements; and,

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions for the completion of all required site improvements for the work listed below according to the approved "Proposal/Quote" attached from Alford Homes Inc. for the work set forth in Paragraph 2 hereof;.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings, agreements and covenants herein expressed, the parties hereto agree as follows:

1. The Owner has obtained a contractor's "Proposal/Quote" and engineered drawings from Alford Homes Inc. and descriptions of the Project which it has submitted to the City for its review and approval. This construction estimate and detailed realignment plans must be approved prior to issuance of any building permits.

2. The Owner shall furnish, prior to permit issuance, standard corporate performance and payment bonds in a form approved by City, or irrevocable letters of credit or a cash deposit, in the amount of 110% of the full contract price for the construction cost of all labor, equipment, and materials to install a sewer lateral service from the existing main to the property line and install one cleanout. Traffic control and MOT [Maintenance of Traffic] are included. All work installed per City of Westminster details, specifications, as-built electronic detail submitted to the City Inspector for Approval. Asphalt patch to meet Carroll County specification and approval. The City may, in its discretion, permit the bond, irrevocable letter of credit or cash deposit to be reduced in proportion to the amount of the said work completed, at 50% and 80% of completion. If an irrevocable letter

of credit is posted by the Owner, it shall contain the following language in addition to any and all other language and requirements deemed appropriate by the City:

> It is a condition of this Irrevocable Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiration date unless sixty (60) days prior to such expiration date you are notified by registered letter that the City of Westminster elects to release this Letter of Credit for any such additional period.

3. In the event the Owner fails to construct the required improvements herein in accordance with the above described specifications, or fails to convey the Sanitary Sewer realignment therein, and/or required easements for public facilities, or fails to commence appropriate and effective corrective action within the time periods set forth in Paragraph 4 hereof after written notification by the City of non-compliance with any pertinent requirements during the construction of said improvements, or otherwise fails to perform its obligations under this Agreement, the City shall have the right to call or draw upon the security posted pursuant to Paragraph 2 hereof. The City shall have the right to refuse to accept or to maintain said public improvements until the same are fully completed by the Owner, or at its option, to accept and record deeds for the easements and/or rights-of-way described by plats and enter into and upon the same for the purpose of constructing or repairing the required improvements.

4. In the event of default by the Owner in performance of its obligations under this Agreement, the City shall give notice in writing to the Owner and to the issuer of the security posted pursuant to Paragraph 2 hereof, of such default. Subject to the last sentence of this Paragraph, in the event that such default has not been cured by the Owner within fifteen (15) days after receipt of such written notice, the City shall give the Surety written notification of said default, and the Surety shall, within thirty (30) days of such notice, elect in writing: (a) to complete the required public improvements in conformance with the original plans and specifications within such reasonable

period as City may specify; or (b) indemnify City against loss or expense arising out of failure of Owner to complete said improvements as required by the terms of this Agreement. If Owner fails to take the required corrective action within thirty (30) days of the foregoing election, any construction or conveyance privileges granted to the Owner for the improvements guaranteed by this Agreement may be suspended by the City pending completion of the required improvements. Notwithstanding the foregoing, so long as the Owner has commenced to cure and is diligently proceeding to cure a non-monetary default, the time period within which such default may be cured shall be extended in the City's discretion for such period as may be reasonably necessary to complete the cure in the exercise of due diligence.

5. The City, in addition to any recovery under the guarantee or security, shall nevertheless have the right to maintain an action against the Owner for such additional costs or damages as may be incurred to properly complete the required improvements herein described.

6. All right, title and interest in and to the realigned sewer main along with an exclusive and irrevocable easement for maintenance and repair, in a form acceptable to the City, are to be conveyed by the Owner or its successors or assigns to the City when completed to the City's satisfaction and, in the event all or any part of the Project is transferred to another person or entity prior to acceptance of conveyance of said facilities to the City, the Owner must reserve said facilities to itself for conveyance to the City or must require its successors or assigns, by deed restriction or other method satisfactory to the City, to convey the facilities to the City when completed to the City's satisfaction.

7. The Owner shall reimburse the City for all costs incurred by the City in connection with the inspection of those facilities to be taken over by City, the construction cost for work performed by request of the Owner by letter, and the fees of consultants, including legal, engineering and other

appropriate professionals, employed by City to review contract documents, perform tests and observe construction of items to be conveyed to City. The Owner will be assessed a fee of 4.5% of the value of those public works and related improvements for construction inspection by the City for this project. The Owner agrees to pay this fee prior to the Building Permit being approved.

8. The Owner, upon application for building permits, shall make payment to the City for all Benefit Assessment and related charges resulting from the approved work pertaining to the project in accordance with Sections 124-13 and 160-8 of the Charter and Code of Laws and the Utility Fee Ordinance. The Owner shall be exempted from the normal connection charges that would ordinarily be imposed by the City in accordance with Sections 124-17 and 160-7 of the Charter and Code of Laws and the Utility Fee Ordinance for the sewer lateral that the Owner extends at its own cost.

9. Any contractor engaged by the Owner for the performance of any work in connection with any facilities intended hereunder to be accepted by the City shall be subject to the City's approval, and said contractors shall be subject to any prequalification standards which may be in existence, adopted, or hereafter adopted or modified as being in the best interests of the City. The City shall have the right to review all contractors and awards for such work.

10. Should the Owner not begin construction of the Project within two (2) years of date of execution of this Agreement, this Agreement shall expire and a new Agreement shall be executed incorporating any changes, increased guarantees, or conditions as may be required by City.

11. The Owner shall abide by all City and/or County codes in effect relating to the work. In case of conflict between Codes, City will direct which shall apply.

12. The Owner shall assign an English-speaking Project superintendent, who must be on site at all times while work is progressing and who will be responsible for coordination of all work and provide liaison with City representatives. The Owner shall notify the City of the name of such superintendent in writing.

13. This Agreement and the Owner's rights and obligations thereunder, may not be assigned or transferred by the Owner to any persons, firm or corporation of financial standing reasonably sufficient to fulfill the obligations of the Owner under this Agreement, except upon the written consent of the City. Upon written approval by City of such assignment or transfer, the Owner shall have no further liability or obligation there under other than that which may have existed prior to the effective date of the assignment or transfer.

14. Upon receipt of certification by the City's consulting engineer, representative and/or agent that all facilities to be conveyed to City, more specifically described as a sanitary sewer lateral has been satisfactorily constructed, the City shall simultaneously accept said facilities and shall take title to same and thereafter maintain it at the City's cost

15. Notice to the City regarding this PWA shall be sent to the Director of Public Works at 56 W. Main Street, Westminster, Maryland 21157. Notices to the Owner be sent to: Jeanne McGrew 611 David Ave Westminster Md 21157.

IN WITNESS WHEREOF, the City and the Owner have caused this instrument to be duly executed under seal.

ATTEST:

OWNER

By : _____(Seal)

ATTEST:

THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____
Shannon M. Visocsky, City Clerk

By: _____(Seal)
Joe Dominick, Mayor

Recommended for Approval:

_____
Mark Depo, Director
Community Planning and Development

Recommended for Approval:

_____
Jeffery D. Glass,
Director Public Works

Approved as to form and legal sufficiency
this _____day of _____, 20___.

_____
Elissa D. Levan, City Attorney

WATER AND SEWER FACILITY EASEMENT AGREEMENT

THIS WATER AND SEWER FACILITY EASEMENT AGREEMENT ("this Easement") is made this ___ day of _____ 2020, by and between Jane E. McGrew ("Grantor"), a landholder in Carroll County, Maryland, and The Mayor and Common Council of Westminster ("Grantee"), a Maryland municipal corporation.

WHEREAS, Grantor is the owner of that certain property conveyed to the Grantor by deed dated May 7, 2020 from Mildred McGrew and recorded among the land records of Prince George's County, Maryland at Liber 9664, Folio 20,*et seq*., improved with a single-family dwelling unit; and

WHEREAS, certain Water and Sewer facilities ("the Facilities"), belonging to Grantee and serving the water and wastewater treatment systems owned and operated by Grantee, including but not limited to pipes, mains, lines and connections, are located within an easement on the Property; and

WHEREAS, Grantor wishes to relocate the Facilities in order to construct an addition to the dwelling that will be located in part in an existing easement in favor of Grantee; and

WHEREAS, Grantee is willing to permit Grantor to relocate the Facilities to a new easement, created herein, upon the terms and conditions set forth herein, in the areas shown in Exhibit A hereto and described in Exhibit B hereto; and

WHEREAS, Grantor is willing to grant an irrevocable easement for the purpose of reconstructing, maintaining, repairing, operating and inspecting the Water and Sewer Facilities, located in, on, under, over and across and through those portions of the Property ("the "Easement Area") shown on Exhibit A and described in Exhibit B, both attached hereto and incorporated herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee an irrevocable easement in, on, through and over the Easement Area for the purposes described hereinabove, together with the right of ingress and egress along and over the Easement Area for any and all of such purposes.

TO HAVE AND TO HOLD said Easement Area, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the only proper use and benefit forever of Grantee.

BEING an easement binding a portion of the Property as shown on Exhibit A hereto and described in Exhibit B hereto.

AND Grantor covenants that it will permit Grantee to maintain, alter and repair its Water and Sewer facilities in the Easement Area.

AND Grantee or its authorized representative may enter on the Grantor's land from time to time for the sole purposes or inspection and enforcement of the easement, covenants, conditions, limitations, and restrictions herein contained and performance of the activities set forth hereinabove, provided that any representative of the Grantee shall carry identification and shall access the easement from a publicly maintained road whenever possible.

AND neither Grantor nor its successors, heirs, representatives, or assigns may construct any structure, building, or other improvement in the Easement Area or fill or excavate therein without the prior written consent of Grantee, Grantee has the right to restore the Easement Area to its condition prior to any such unauthorized activities at Grantor's sole expense, and any such improvement or alteration made in the Easement Area, whether authorized or not, may be removed by the Grantor without liability or obligation to the owner or installer of such improvement upon such notice as may be reasonably practical under the circumstances when such improvement interferes with the use, operation, maintenance or repair of Grantee's Water and/or Sewer Facilities.

AND this Easement shall run with the land in perpetuity, unless released by Grantee in its discretion.

IN TESTIMONY WHEREOF Grantor has caused these presents to be signed and witnessed the day and year first hereinabove written.

WITNESS/ATTEST:

GRANTOR:

Jeanne Elizabeth McGrew (SEAL)
Jeanne Elizabeth McGrew

WITNESS/ATTEST:

ACCEPTED BY GRANTEE:
THE MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ By: _____(SEAL)
Shannon Visocsky, Clerk Joe Dominick, Mayor

STATE OF MARYLAND)
COUNTY OF CARROLL) ss:

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged and represented himself or herself to be the _____ for _____ and that he or she, as such, and being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing for the _____ for the purposes set forth herein.

WITNESS my hand and notary seal.

_____
NOTARY PUBLIC
My Commission Expires: _____

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Elissa D. Levan

Alford Homes Inc.

4525 Wentz Rd
Manchester MD. 21102
410.876.6609

Jeanne McGrew
611 David Ave.
Westminster MD. 21157

Proposal:
Sewer Line Relocation

Alford Homes Inc. proposes to relocate the 8" sewer main running from manhole 116A in the edge of David Ave. across the property at the above address to the rear property line, around the area where the addition to the existing house is proposed.

Provide Survey, plans and stake out as required for approval by the City of Westminster.
Provide 3-48" Concrete manhole structures with frame and cover as needed.
Provide 8" SDR-35 PVC pipe.
Provide 20 tons CR-6 for pipe bedding.
Provide Labor and equipment as needed for installation of manholes and sewer piping.
Backfill and compaction of trenches as required.
Grading and seeding of the disturbed areas.

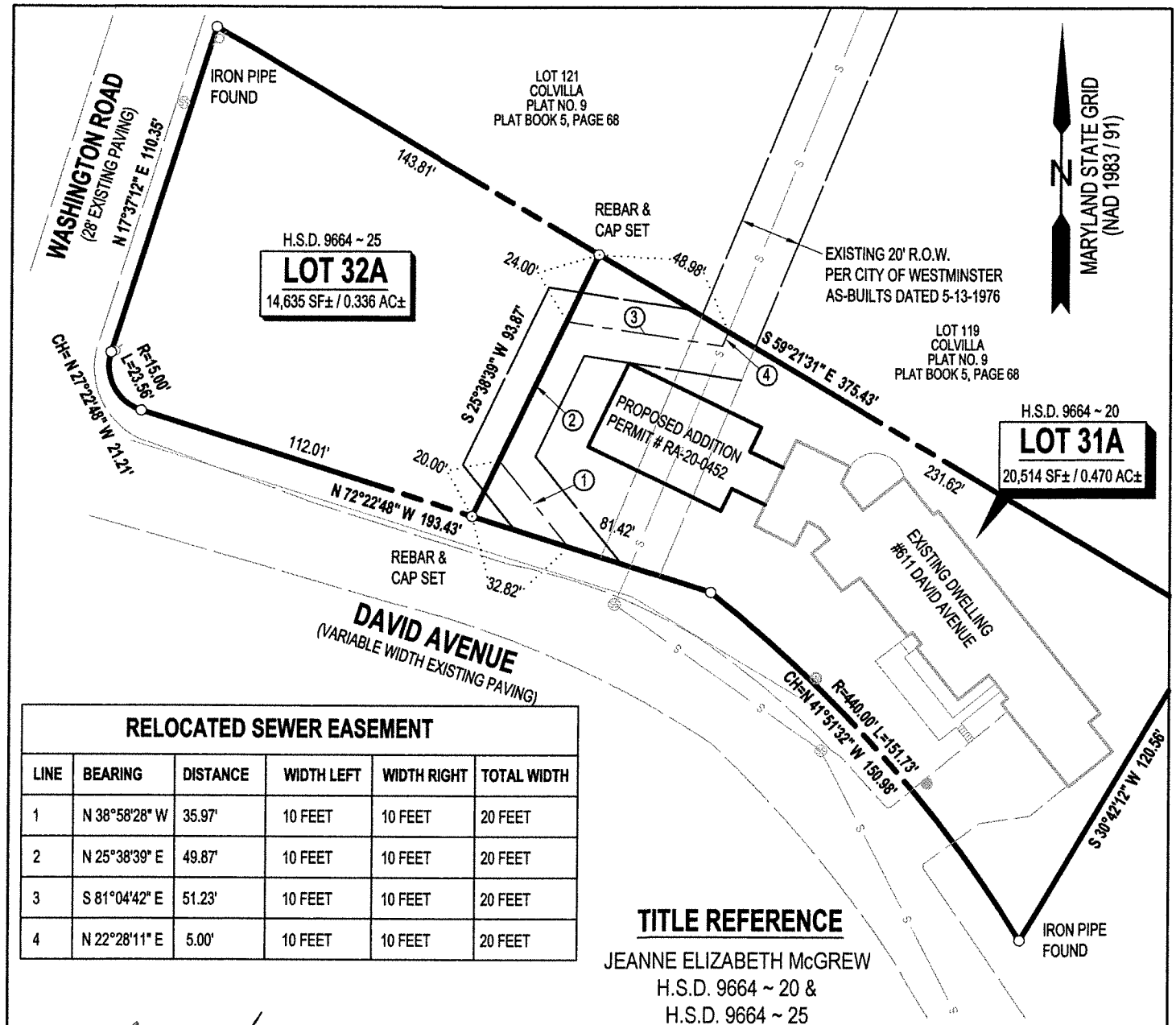
The Estimated cost of the above work is.....$30,550.00

While this estimate is expected to be very close to the completed cost of the work. The final Cost will be based on the actual cost of the installation, labor, materials, equipment expenses, overhead and profit.

Acceptance of Proposal:

Jeanne E. McGrew — 7/10/2020
Jeanne E. McGrew — **Date**

Willie R. Alford Jr. — 7/10/2020
Willie R. Alford Jr. — **Date**
Alford Homes Inc.



RELOCATED SEWER EASEMENT					
LINE	BEARING	DISTANCE	WIDTH LEFT	WIDTH RIGHT	TOTAL WIDTH
1	N 38°58'28" W	35.97'	10 FEET	10 FEET	20 FEET
2	N 25°38'39" E	49.87'	10 FEET	10 FEET	20 FEET
3	S 81°04'42" E	51.23'	10 FEET	10 FEET	20 FEET
4	N 22°28'11" E	5.00'	10 FEET	10 FEET	20 FEET

TITLE REFERENCE

JEANNE ELIZABETH McGREW
H.S.D. 9664 ~ 20 &
H.S.D. 9664 ~ 25
APRIL 10, 2020

JOHN E. LEMMERMAN, PROF. L.S. # 21096 EXP. 8-3-21

* REVISED: 7-15-2020 (EASEMENT WIDTH)

RTF Associates, Inc.
LAND SURVEYORS & PLANNERS
142 EAST MAIN STREET WESTMINSTER, MD 21157
410-848-2040 FAX# 443-289-8942 410-876-1222
EMAIL: RTF142@GMAIL.COM WWW.RTFSURVEYING.COM

STATE OF MARYLAND
JOHN E. LEMMERMAN
21096
PROFESSIONAL LAND SURVEYOR

CHECKED BY: JEL DATE: 6-26-2020
DRAWN BY: JL DATE: 6-26-2020
SCALE: 1" = 50' R.T.F. JOB # 20-12

EXHIBIT PLAT
OF
RELOCATED SEWER EASEMENT
LOTS 31 & 32
FAIRFIELD
SECTION A
RECORDED IN PLAT BOOK E.A.S. 3, Page 89
7TH ELECTION DISTRICT, CARROLL CO. MD
TAX MAP: 46, GRID: 20, PARCEL: 115

RTF ASSOCIATES, INC. *LAND SURVEYORS & PLANNERS*

142 East Main Street
Westminster, Maryland 21157
Phone 410-848-2040, 410-876-1222
Web RTFsurveying.com

July 20, 2020
RTF Assoc. # 2020-12

CENTERLINE DESCRIPTION OF RELOCATED SEWER EASEMENT

ALL that Right of Way over and thru the **MCGREW** Property situate to the North side of David Avenue and the East side of Washington Road, in the Seventh Election District of Carroll County, Maryland which according to a Survey Dated July 15, 2020 by **RTF Associates, Inc.** is described as follows:

BEGINNING FOR THE SAME at a point on the northern right of way line of David Avenue and being distant South 72°22'48" East 32.82 feet from the end of the North 72°22'48" West 81.42 foot line of a tract of land conveyed unto **Jeanne Elizabeth McGrew** by deed dated April 10, 2020 and is recorded among the Land Records for Carroll County, Maryland in Liber H.S.D. 9664, folio 20, running thence with the center of a relocated 20 foot wide Easement and leaving David Avenue (1) North 38°58'28" West 35.97 feet to a point distant North 25°38'39" East 20.00 feet from the beginning of the North 25°38'39" West 93.87 foot line of the said McGrew conveyance; thence partially with the aforesaid McGrew line (2) North 25°38'39" East 49.87 feet to a point being 24.00 feet from a rebar and cap set at the beginning of the South 25°38'39" West 93.87 foot line of a tract of land conveyed unto **Jeanne Elizabeth McGrew** by deed dated April 10, 2020 and is recorded in the aforesaid Land Records in Liber H.S.D. 9664, Folio 25; thence (3) South 81°04'42" East 51.23 feet to a point on an existing 20' Right of Way per the City of Westminster Sewer As-Built plans dated 05/13/1976, thence with said existing right of way (4) North 22°28'11" East 5.00 feet to a point being South 59°21'31" East 48.98 feet from a rebar and cap set at the end of the North 59°21'31" West 231.62 foot line of the first mentioned **McGrew** conveyance.

BEING over and thru property owned by **Jeanne Elizabeth McGrew** by deed dated April 10, 2020 and recorded among the Land Records for Carroll County, Maryland in Liber H.S.D. 9664, folio 20 and **Jeanne Elizabeth McGrew** by deed dated April 10, 2020 and recorded among the Land Records for Carroll County, Maryland in Liber H.S.D. 9664, folio 25.

A LICENSEE either personally prepared this metes and bounds description or was in responsible charge over its preparation and the survey work reflected in it, in compliance with requirements set forth in §09.13.06.12 of the Annotated Code of Maryland.

STATE OF MARYLAND
JOHN E. LEMMERMAN
21096
PROFESSIONAL LAND SURVEYOR

JOHN E. LEMMERMAN
PROFESSIONAL LAND SURVEYOR NO. 21096
CURRENT LICENSE EXPIRES AUGUST 3, 2021

To: Mayor and Common Council

From: Mark Depo, Director of Community Planning and Development

Date: July 22, 2020

Re: Approval - Contract for Engineering Services related to Plans Review

Background

In January 2019, the Common Council authorized a contract with the engineering firm of Hanover Land Services (HLS), Inc. Since that time, HLS has provided engineering review of pending projects, including site and road layout, verification of site distance adequacy, road profiles and cross-sections, stormwater management within public rights-of-way and on public land, storm drain systems, culvert and roadside ditch designs, and related sediment control.

The Department of Community Planning and Development has been satisfied with the services provided by HLS, and would like to continue the City's contractual relationship with the firm in Fiscal Year (FY) 2021. The FY 2021 budget includes $48,000 for engineering services related to plans review.

Recommendation

Staff recommends approval of the proposed contract with Hanover Land Services for FY 2021, in the not-to-exceed amount of $48,000.

Attachments

- Price proposal from County contract (1 page)
- Proposed contract with Hanover Land Services, Inc. (6 pages)

cc: Barbara B. Matthews, City Administrator
Tammy Palmer, Director of Finance & Administrative Services
Elissa D. Levan, City Attorney

HLS engineering land ✧ designing the future
HANOVER LAND SERVICES, INC.

July 20, 2020

City of Westminster
56 West Main Street
Westminster, MD 21157

Attention: Barbara B. Matthews, City Administrator

RE: Engineering Review Services
FINANCIAL PROPOSAL

Dear Ms. Matthews:

Hanover Land Services, Inc., a Maryland Department of Transportation certified Minority/Disadvantaged Business Enterprise (MBE/DBE)**,** is pleased to provide this financial proposal to provide Engineering Review Services for the City of Westminster for the 2020 – 2021 fiscal year.

Fixed hourly rates for services:

$103.44 per hour all inclusive

The hourly rate listed above is valid from July 20, 2020 to June 30, 2021 with the right of both parties to extend the contract period yearly. HLS reserves the right to apply a 3% escalation per year for work performed beyond July 1, 2021.

Respectfully Submitted,

HANOVER LAND SERVICES, INC.

Kristin D. Barmoy, PE
President

cc. Mark Depo, Zoning Administrator

HANOVER
585 McAllister Street, Hanover, PA 17331
Phone: 717.637.5674 Fax: 717.633.1987

WESTMINSTER
194 East Main Street, Westminster, MD 21157
Phone: 410.751.8795

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the Mayor and Common Council of Westminster ("the City"), a Maryland municipal corporation and Hanover Land services, Inc., ("the Consultant"), a Pennsylvania corporation with its principal place of business located at 585 McAllister Street, Hanover, Pennsylvania 17331.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Services Provided: The Consultant shall provide for the City Engineering Consulting Services for currently pending projects in existing and/or planned City public rights-of-way and may include site and road layout, verification of site distance adequacy, road profiles and cross-sections, stormwater management within public rights-of-way and on public land, storm drain systems, culvert and roadside ditch designs, and related sediment control, traffic studies, development plans, water and sewer plans, and public facilities and utilities.

2. Term. The term of the Agreement shall be for one (1) year, but may be extended at the City's discretion for additional one-year terms, provided that the Consultant may request an increase in its hourly fees for any subsequent fiscal as year set forth in Section 4.

3. Contract Documents. The Services shall be provided as detailed in the following enumerated documents which form the Contract, and they are incorporated herein to the same extent as if attached thereto, except that the Consultant Proposal is incorporated only as to the scope of work, the pricing proposal, and any warranties or representations about the nature or quality of the services or equipment to be provided contained therein. The listed documents constitute the entire understanding of the parties and supersede any prior proposals or agreements.

A. This Agreement
B. Vendor Responsibility Form
C. Equal Opportunity Employer Form
D. Statement Under Oath to Accompany Bid
E. Insurance Certificate
F. Consultant's Proposal, dated July 20, 2020

4. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed Forty-Eight Thousand and 00/100 Dollars ($48,000.00), billed at a fixed hourly rate of

$103.44 for actual time worked, in tenth-hour increments, payable within thirty (30) days of receipt by the City of an invoice for Services performed to the satisfaction of the City. Invoices are to be submitted monthly for services rendered in the preceding month. For any one-year term subsequent to the initial term, the Contractor shall be entitled to an increase in its hourly rates of no greater than 3%.

5. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

6. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees, or reimbursement for copies, mileage, telephone calls, postage, or other office overhead or administrative expenses.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Consultant is an independent Consultant of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Consultant is deemed not to be an independent Consultant by any local, state or federal government agency, the Consultant agrees to indemnify and hold harmless the City for any fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

7. Insurance: The Consultant covenants to maintain all applicable insurance the amounts set forth herein. The Consultant further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. The Consultant must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

Provision of any insurance required herein does not relieve the Consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which

the Consultant may be liable by law or otherwise.

A. Workers' Compensation Insurance: The Consultant shall comply with the requirements and benefits established by the States of Maryland and/or Pennsylvania as applicable for the provision of Workers' Compensation Insurance for all of its employees, located in or working in either State.

B. Comprehensive General Liability Insurance: The Consultant shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.

(1) Personal injury liability insurance with a limit of $1,000,000.00 for each occurrence and $1,000,000.00 aggregate, where insurance aggregates apply;

(2) Property damage liability insurance with limits of $250,000.00 for each occurrence and $500,000.00 aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

C. Automobile Liability Insurance. Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(1) Bodily injury liability with limits of $500,000.00 each person and $1,000,000.00 each accident;

(2) Property damage liability with a limit of $100,000 each accident.

D. Professional liability insurance (errors and omission insurance) shall be required in the amount of One Million Dollars ($1,000,000.00).

8. Doing Business in Maryland: The Consultant warrants and represents that it has paid all taxes, fees and charges owed by it to any governmental entity. In addition, it warrants and represents that any parent or subsidiary or other business entity with which it is affiliated or has been affiliated has paid all taxes, fees and charges owed by it to any governmental agency accrued during any period during which the Consultant was affiliated with the entity. The Consultant warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

9. Compliance with Laws: The Consultant shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in

connection with the services provided by the Consultant, including but not limited to obtaining any licenses required by the Consultant to perform the Services.

10. Indemnification: The Consultant shall be responsible for and indemnify, defend and hold the City harmless from and against any and all claims or judgments for loss, personal injury and/or property damage that may be suffered as a result of the Consultant's negligence or willful misconduct in the Consultant's performance of the Services or for any failure by the Consultant to perform the obligations of this Agreement. This indemnification includes, but is not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.

11. Not Assignable: The Consultant shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Consultant with any other party for furnishing any of the Services without the prior approval of the City.

12. Relief: In the event of a breach or a threatened breach by the Consultant of any provision of the Agreement, the Consultant recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Consultant consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of his obligations set forth herein. The Consultant expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Consultant.

13. City's Right to Terminate: This Agreement may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests. Upon such termination, the City shall be liable to the Consultant only for payment for services actually provided prior to the effective date of the termination. The Agreement shall be terminated under this Section whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Consultant is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Consultant shall not perform services in any fiscal

year following the current fiscal year without verification from the Director of Finance that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. If the Agreement is terminated for any reason, the City shall be liable to the Consultant only for payment for Services actually rendered prior to termination and subject to the City's right of set-off for any injuries or damages caused in whole or in part by the actions of the Consultant.

14. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for damages or other remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Carroll County and the parties expressly consent to the jurisdiction thereof, acknowledge that jurisdiction and venue are proper therein, and waive any right that they may otherwise have to bring such action in or transfer or remove such suit to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Consultant certifies that he understands the provisions of the Westminster City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. Set-Off: In the event that the Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Consultant against any compensation due to Consultant for the provision of the Services.

18. Notices: Any notices required to be sent by one party to the other pursuant to this Agreement shall be sent as follows:

To the City: Barbara B. Matthews, City Administrator
56 W. Main Street
Westminster, Maryland 21157
bmathhews@westminstermd.gov
Fax: (410) 857-7476

With a copy to: Elissa D. Levan, Esquire
City Attorney
Funk & Bolton, P.A.
100 Light Street, Suite 1400
Baltimore, MD 21202
elevan@fblaw.com
Fax: (410) 659-7773

To the Contractor: Kristin D. Barmoy, P.E.
Hanover Land Services, Inc.
585 McAllister Street
Hanover, Pennsylvania 17331
Fax: (717) 633-1987

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS: HANOVER LAND SERVICES, INC.

_____ BY: _____
Kristin D. Barmoy, President

WITNESS: MAYOR AND COMMON COUNCIL OF WESTMINSTER

_____ BY: _____
Shannon Visocsky, City Clerk Joe Dominick, Mayor

Approved as to Form and Legal Sufficiency
This ____ day of July, 2020

Date: _____ _____
Elissa D. Levan, City Attorney

To: Mayor and Common Council

From: Thomas Ledwell, Chief of Police

Date: July 21, 2020

Re: Approval – Purchase of Four Police Vehicles

Background

In accordance with the Police Department's fleet purchase schedule, the purchase of five vehicles was approved in the FY2021 capital budget. The total allocated in the FY2021 budget for these vehicles (including the cost of up fitting) is $166,678.

Criswell Fleet Sales of Gaithersburg, Maryland has a 2020 Chevrolet Malibu LS sedan in stock that is available under the Montgomery County Pricing Bid Contract #1065341 Amendment No. 4 at a cost of $24,197.78 per vehicle. Criswell will provide the City with an additional discount of $3,519 for this "in stock" vehicle, resulting in a final purchase price of $20,678.78.

Hertrich Fleet Services Inc. of Milford, Delaware has a Maryland State Bid Award Contract BPO#001B0600159 for 2021 Ford Police Interceptor Utility AWD vehicles. The total cost per vehicle is $34,323. The request is to purchase three of these vehicles, for a total cost of $102,969. This price includes an array of wiring and equipment required to "up-fit" the emergency equipment, which is already installed on these cruisers.

While not the subject of this agenda time, the Police Department also plans to replace a vehicle utilized for covert assignments. The current vehicle has over 144,000 miles and is incurring increasing maintenance and repair costs. It will be replaced with a used vehicle of a similar style, at an estimated cost of $20,000.

Recommendation

Staff recommends that the Common Council approve the purchase of three 2021 Ford Police Interceptor All-Wheel-Drive Utility vehicles from Hertrich Fleet Service Inc. for $102,969**,** and one 2020 Chevrolet Malibu from Criswell Fleet Sales for $20,678.78. The total cost for all four vehicles is $123,647.78.

Attachments

- Hertrich Fleet Services Quote for three 2021 Ford Police Interceptor AWD Utilities
- Criswell Auto.Com Quote Request for a 2020 Chevrolet Malibu Sedan
- Montgomery County Contract Amendment (Government bid) for a 2020 Chevrolet Malibu LS Sedan
- Maryland State Government Bid for 2021 Ford Police Interceptor AWD Utility Vehicles

cc: Barbara B. Matthews, City Administrator
Tammy M. Palmer, Director of Finance & Administrative Services

HeRTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825 (302) 422-3300 Fax: (302) 839-0555

June 17, 2020

Westminster Police Department
36 Locust Street
Westminster, MD 21157

Major Pete D'Antuono,

I am pleased to provide a quote the 2021 Ford Police Interceptor Utilities, priced per MD BPO #001B0600159 and equipped as follows:

Vehicle	**2021 Ford Police Interceptor Utility AWD**	$32,678
JS/96	Iconic Silver Exterior Color with Black Cloth Front & Rear Seats - **2**	
**/96	Blue Exterior Color with Black Cloth Front & Rear Seats - 1	
99B/44u	3.3L TIVCT V6 &10 Speed Automatic Transmission	
153	Front Tag Bracket	
51T	Driver's Side LED Spot Light – Whelen	$420
68G	Windows, Door Handles & Locks – In-operative – included with 52P	NC
52P	Hidden Door Lock Plungers	$160
43D	Dark Car	$25
66A	Front Head Lamp Package	$895
549	Power Heated Side View Mirrors	$60
86T	Tail Lamp – pre-molded for twist locks	$85
<87R>	Backup Camera with Monitor Location in center stack	
2 KEY	2 Extra keys	$30
	NOTE – This Build does not have remote keyless entry	
	Total Per Vehicle	**$34,353**
	Total for 3 Vehicles	**$102,969**

Please call me with any questions, changes or to place an order. I look forward to hearing from you.

Respectfully submitted,

Jim Blecki

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$22,384.08	$23,220.00
Total Options	$464.10	$510.00
Vehicle Subtotal	$22,848.18	$23,730.00
Dealer Advertising Adjustment	$474.60	$0.00
Destination Charge	$875.00	$875.00
Grand Total	**$24,197.78**	**$24,605.00**

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Data Version: 10192. Data Updated: Jan 26, 2020 10:08:00 PM PST.

Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
1ZC69	2020 Chevrolet Malibu 4dr Sdn LS w/1LS	$22,384.08	$23,220.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
GJI	Shadow Gray Metallic (Not available on L.)	$0.00	$0.00

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	$0.00
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	$0.00	$0.00
MRG	Transmission, Continuously Variable (CVT) (STD)	$0.00	$0.00
1LS	LS Preferred Equipment Group includes standard equipment	$0.00	$0.00
GJI	Shadow Gray Metallic (Not available on L.)	$0.00	$0.00
A51	Seats, front bucket (STD)	$0.00	$0.00
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim	$0.00	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	$0.00	$0.00
SFZ	LPO, Black Bowtie	$154.70	$170.00
VK3	License plate bracket, front	$36.40	$40.00
BTV	Remote vehicle starter system	$273.00	$300.00
	Options Total	**$464.10**	**$510.00**

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Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (✓ Complete)

Standard Equipment

Mechanical	
	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
	Transmission, Continuously Variable (CVT) (STD)
	Engine control, stop-start system
	Axle, 5.10 final drive ratio
	Front wheel drive
	Suspension, front MacPherson strut
	Suspension, rear 4-link, independent
	Brakes, 4-wheel antilock, 4-wheel disc
	Brake rotors, Duralife
	Brake lining, high-performance, noise and dust performance
	Brake, parking, manual
	Fueling system, capless
	Fuel door, push open
	Tool kit, road emergency
Exterior	
	Wheels, 16" (40.6 cm) aluminum
	Tires, P205/65R16 all-season, blackwall
	Wheel, spare, 16" (40.6 cm) steel
	Tire, compact spare, T125/80R16
	Headlamp control, automatic on and off
	Headlamps, halogen
	Glass, acoustic, laminated, windshield
	Mirrors, outside power-adjustable, manual-folding Black
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
	Audio system feature, 6-speaker system
	Display, 8" diagonal LCD touch screen

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Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (✔ Complete)

Entertainment	
	4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Antenna, Black
Interior	
	Seats, front bucket (STD)
	Seat trim, Premium Cloth
	Seat adjuster, driver 6-way manual
	Seat adjuster, front passenger 6-way manual
	Seat, rear 60/40 split-folding
	Floor mats, carpeted front
	Floor mats, carpeted rear
	Steering wheel, 3-spoke
	Steering column, tilt and telescopic
	Steering wheel controls, mounted controls for audio, phone and cruise
	Driver Information Center, monochromatic display
	Temperature display, outside
	Warning indicator, front passenger seat belt
	Windows, power with Express-Down on all
	Door locks, power programmable
	Keyless Start
	Keyless Open, front doors includes extended range Remote Keyless Entry
	Cruise control, electronic with set and resume speed
	Remote panic alarm
	Theft-deterrent system, content theft alarm
	Power outlet, auxiliary, 12-volt
	Air conditioning, single-zone manual
	Air filter, cabin
	Defogger, rear-window, electric
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger vanity mirrors, covered
	Assist handle, front passenger

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Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (✓ Complete)

Interior	
	Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area
	Map pockets, driver and front passenger seatbacks
	Trunk cargo anchors
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	StabiliTrak, stability control system with brake assist includes Traction Control
	Braking control, ECM grade
Safety-Exterior	
	Daytime Running Lamps, integral to headlamps
Safety-Interior	
	Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	Rear Vision Camera
	Rear Seat Reminder
	LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats
	Door locks, rear child security
	Trunk latch, safety, manual release
	Tire Pressure Monitor System
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2020 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1LS (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Data Version: 10192. Data Updated: Jan 26, 2020 10:08:00 PM PST.

CONTRACT NO. 1065341
AMENDMENT NO. 4

This Amendment is between Montgomery County, Maryland (the "County") and Criswell Chevrolet, Inc. (the "Contractor") (the County and the Contractor together the "Parties").

BACKGROUND

1. The Parties entered into Contract No.1065341 on June 3, 2016.
2. The present contract term expires June 2, 2020.
3. The purpose of this Contract is for the Contractor to provide vehicles to the County.
4. The purpose of this Amendment is to extend the contract term for a period of up to an additional twelve months with the approval of the Contract Review Committee (CRC), in accordance with Procurement Regulation §15.5.1.3, and pursuant to the Procurement Regulations, Section 4.1.12.3(a)(2), "the valid performance or delivery due dates required by the County can be met by only one source;".

CHANGE

1. The Contract term is extended through June 2, 2021 with the stipulation that this Contract may be terminated by the County upon ten (10) days written notice to the Contractor, with no further costs, obligations or liability on the part of the County.

EFFECT

1. Existing contract provisions are extended in effect and in whole unless specifically altered by this Amendment.
2. This Amendment is entered into prior to expiration of the contract term.
3. This Amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No work is to be done pursuant to this Amendment until it is executed by the Director, Office of Procurement

Contract No. 1065341
Amendment No. 4

SIGNATURES

Criswell Chevrolet, Inc.

By: _____

Title: FLEET SALES MANAGER

Date: 5/21/20

MONTGOMERY COUNTY, MARYLAND

By: _____
Avinash G. Shetty, Director
Office of Procurement

Date: 5/29/2020

RECOMMENDED

By: _____
Jamie P. Cooke, Deputy Director, COO
Department of General Services

Date: 5-19-2020

APPPROVED AS TO FORM AND LEGALITY

By: _____
Puja K. DeWire, Associate County Attorney
Division of Finance and Procurement
Office of the County Attorney

Date: 5/26/2020

ORIGINAL

IFB #1060169	MONTGOMERY COUNTY, MARYLAND Off-the-Lot New Vehicles and Equipment All GVWRs Through Class 7 26,000 lb. GVWR SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND ONE (1) COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00am LOCAL TIME ON 3/22/2016. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a' (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: CRISWELL CHEVROLET INC	TELEPHONE NO.: 301-948-5460
ADDRESS: 503 QUINCE ORCHARD RD GAITHERSBURG MD 20878	TOLL FREE NO.: N/A
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: 301-948-1381
BIDDER'S E-MAIL ADDRESS: FLEET-MAN@MSN.COM	

ACKNOWLEDGEMENT OF AMENDMENTS
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No./Date	Amendment No./Date

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT): SCOTT SILVERMAN FLEET SALES MANAGER

SIGNATURE OF ABOVE PERSON: DATE: 3/11/16

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY)

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: Primary Lines: 2, 12, 22, 31

YOUR CONTRACT NUMBER IS: 1065341

MONTGOMERY COUNTY, MARYLAND

BY Peter Schuler — PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

6/3/16 — AWARD DATE

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

PMMD-56 Revised 07/13

QUOTATION SHEET

LINE #	VEHICLE TYPE BY OEM	BID
	SEDAN & CUV	
1	BUICK	
2	CHEVROLET	-519
3	CHRYSLER	
4	DODGE	
5	FIAT	
6	FORD	
7	HONDA	
8	HYUNDAI	
9	KIA	
10	NISSAN	
11	TOYOTA	
	SUV	
12	CHEVROLET	-519
13	DODGE	
14	FORD	
15	GMC	
16	HONDA	
17	HYUNDAI	
18	JEEP	
19	KIA	
20	NISSAN	
21	TOYOTA	
	VAN	
22	CHEVROLET	-519
23	CHRYSLER	
24	DODGE	
25	FORD	
26	HONDA	
27	KIA	
28	NISSAN	
29	RAM	
30	TOYOTA	
	PICKUP TRUCK	
31	CHEVROLET	-519
32	FORD	
33	GMC	
34	NISSAN	
35	RAM	
36	TOYOTA	
	CLASS 3 CHASSIS CAB	
37	FORD	
38	RAM	
	CLASS 4-7 CHASSIS CAB	
39	FORD	
40	FREIGHTLINER	
41	HINO	
42	INTERNATIONAL	
43	ISUZU	
44	KENWORTH	
45	MACK	
46	UD	
47+	OTHER	-390

INSTRUCTIONS:
Enter a dollar amount rounded to the second decimal point, with a "minus -" sign, a "plus +" sign, or no sign (to be considered the same as a plus + sign) that represents the number of dollars of price adjustment that must be made by Contractor as the Bid Adjustment portion of a quote for the life of the Contract.

NOTE:
A Bid is a dollar amount that, when added to or subtracted from a Contractor quote that is priced at "Dealer Invoice", is one of the determining factors in the calculation of the selling price of a vehicle to the County.

A Contractor quote priced at Dealer Invoice is one that lists the vehicle and optional equipment at Original Equipment Manufacturer ("OEM") invoice pricing (vs. Manufacturer Suggested Retail Price, "MSRP"), inclusive of manufacturer-to-dealer transportation costs and advertising adjustments, plus upfitter pricing for installed and/or modified equipment quoted by a subcontractor to the Contractor and included in a Contractor quote (with transportation costs) at an amount not greater than the subcontractor quoted price to the Contractor, minus applicable and available (local, regional, and/or national) government bid concessions, discounts, and incentives, and a dollar adjustment equal to the amount of the awarded Bid.

Vehicles may be factory ordered, sourced from a bailment pool, or in the Contractor's inventory, either inbound or on the lot. For vehicles purchased from a Contractor's on-the-lot inventory, dealer-added items will ONLY be reimbursed at the dealer's cost of materials and labor, and such must be documented as part of the quoting process (examples: window tinting, wheel locks, pin striping, glass etching, etc.).

At most, one Primary Award for an OEM Line with a Bid that represents the most advantageous discount (minus), premium (plus), or no price adjustment (zero), and at most one Secondary Award for the second most advantageous Bid may be made to a responsive and responsible Bidder for each of the Bid Lines 1 through 46 and OTHER as necessary, alpha listed and numbered consecutively beginning with Line 47 by the Office of Procurement during the bid tabulation process. An awardee of a Secondary Award may be required to perform the Contract if the awardee of the Primary Award fails to perform the Contract.

Bidder is cautioned that the dollar amount of a Bid is a business decision of the Bidder and should take into consideration costs of doing business, such as: floor-plan expense; dealership resources required to perform a Contract; business risk, etc. Transportation from the Contractor to the County is FOB Destination.

ORIGINAL

IFB #1060169	MONTGOMERY COUNTY, MARYLAND Off-the-Lot New Vehicles and Equipment All GVWRs Through Class 7 26,000 lb. GVWR SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166

PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND ONE (1) COPY TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO 11:00am LOCAL TIME ON 3/22/2016. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a' (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: CRISWELL CHEVROLET INC	TELEPHONE NO.: 301-948-5460
ADDRESS: 503 QUINCE ORCHARD RD GAITHERSBURG MD 20878	TOLL FREE NO.: N/A
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: 301-948-1381
BIDDER'S E-MAIL ADDRESS: FLEET-MAN@MSN.COM	

ACKNOWLEDGEMENT OF AMENDMENTS
The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No./Date	Amendment No./Date

SCOTT SILVERMAN FLEET SALES MANAGER
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):

SIGNATURE OF ABOVE PERSON: DATE: 3/11/16

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BY Peter Schuler — PRINTED NAME OF CONTRACTING OFFICER

SIGNATURE OF CONTRACTING OFFICER

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PMMD-56 Revised 07/13

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20	NISSAN	
21	TOYOTA	
	VAN	
22	CHEVROLET	-519
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35	RAM	
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	CLASS 3 CHASSIS CAB	
37	FORD	
38	RAM	
	CLASS 4-7 CHASSIS CAB	
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Bidder is cautioned that the dollar amount of a Bid is a business decision of the Bidder and should take into consideration costs of doing business, such as: floor-plan expense; dealership resources required to perform a Contract; business risk, etc. Transportation from the Contractor to the County is FOB Destination.

DELIVERY TIME PERIOD

The County requests delivery of vehicles to be made according to the schedule below, where "Calendar Days" is the number of calendar days net of federal holidays with Day 1 being the purchase order date or release date against a blanket purchase order. The Bidder may propose a delivery time period other than the delivery time period requested by the County. Bids that indicate a delivery time period exceeding the "Requested" delivery time period specified will be declared non-responsive and rejected. County will evaluate equally, regarding time period of delivery, bids that propose delivery within the requested delivery period specified below. The County may elect to award under the Bidder's proposed delivery time period only if it offers delivery in less time than the requested delivery time period. If the Bidder does not indicate its own delivery time period, then the Bidder shall accept the requested delivery time period and it will apply to the award.

By accepting a contract award, the Bidder acknowledges that the "Requested" delivery time period, or Bidder's proposed delivery time period only if it offers delivery in the same or less time than the requested delivery time period, becomes the Established Delivery Schedule for the contract term.

A. For complete vehicles in dealer inventory at the time of order (includes dealer exchanges):

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1 - 36	8 Calendar Days	Calendar Days

B. For complete vehicles in dealer inventory at the time of order (includes dealer exchanges) with locally installed non-OEM equipment (such as tonneau covers, tool boxes, bed caps, bed slides, running boards, strobe lights, light bars, etc.):

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1 - 36	15 Calendar Days	Calendar Days

C. For incomplete vehicles Class 5 and lighter being modified/altered with non-OEM installed equipment that are available in the subcontractor's bailment pool at the time of order:

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
37 - 46	120 Calendar Days	Calendar Days

D. For complete vehicles factory ordered:

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1 - 36	300 Calendar Days	Calendar Days

E. For complete vehicles factory ordered with locally installed non-OEM equipment (Such as: tonneau covers, tool boxes, bed caps, bed slides, running boards, strobe lights, light bars, etc.):

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1 - 36	315 Calendar Days	Calendar Days

F. For complete vehicles factory ordered being modified/altered with non-OEM installed equipment by Ship-through or Drop-ship, and for Class 3 or lighter incomplete vehicles being completed by intermediate and/or final stage manufacturer by Ship-through or Drop-ship (Such as: cargo van interiors, service bodies, platform bodies, 2-3 yard dump bodies, etc.):

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
1 - 38	345 Calendar Days	Calendar Days

G. For incomplete vehicles factory ordered Class 4 and heavier being completed by intermediate and/or final stage manufacturer:

LINE #	DELIVERY REQUESTED BY COUNTY	BIDDER'S PROPOSED DELIVERY
39 - 46	400 Calendar Days	Calendar Days

MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING MID-ATLANTIC PURCHASING TEAM COMMITTEE

A. Extension to Other Jurisdictions
The [issuing jurisdiction] extends the resultant contracts(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

B. Contract Agreement
Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractors(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to the jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies; and venue.

C. A negative reply will not adversely affect consideration of your bid.

D. It is the awarded offeror's responsibility to notify the members shown below of the availability of the Contract(s)

E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to the jurisdiction by the awardee.

F. Inclusion of Governmental and Nonprofit Participants (Optional Clause)
This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government and/or state community and/or private colleges/universities that require these goods, commodities and/or services.

G. Notification and Reporting
The Contractor agrees to notify if requested by the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

MID-ATLANTIC PURCHASING TEAM:

YES	NO	JURISDICTION
✓		Alexandria, Virginia
		Alexandria Public Schools
		Alexandria Sanitation Authority
		Annapolis City
		Anne Arundel County
		Anne Arundel Schools
		Arlington County, Virginia
		Arlington County Public Schools
		Baltimore City
		Baltimore County Schools
		Bladensburg, Maryland
		Bowie, Maryland
		BRCPC
		Carroll County
		Carroll County Schools
		Charles County Government
		Charles County Schools
		City of Fredericksburg
		College Park, Maryland
		District of Columbia Government
		District of Columbia Schools
		District of Columbia Water & Sewer Auth.
		Fairfax County, Virginia
		Fairfax County Water Authority
		Falls Church, Virginia
		Fauquier County Schools & Govt., Virginia
		Frederick, Maryland
		Gaithersburg, Maryland
		Greenbelt, Maryland
		Harford County
		Harford County Schools
		Howard County

YES	NO	JURISDICTION
✓		Howard County Schools
		Herndon, Virginia
		Leesburg, Virginia
		Loudoun County, Virginia
		Loudoun County Public Schools
		Loudoun County Water Authority
		Manassas, Virginia
		City of Manassas Public Schools
		Manassas Park, Virginia
		MD-National Capital Park & Planning Comm.
		Metropolitan Washington Airports Authority
		Metropolitan Washington Council of Governments
		Montgomery College
		Montgomery County Public Schools
		Prince George's County, Maryland
		Prince George's Public Schools
		Prince William County, Virginia
		Prince William County Public Schools
		Prince William County Service Authority
		Rockville, Maryland
		Spotsylvania County Govt. & Schools
		Stafford County, Virginia
		Takoma Park, Maryland
		Upper Occoquan Sewage Authority
		University of the District of Columbia
		Vienna, Virginia
		Washington Metropolitan Area Transit Auth.
		Washington Suburban Sanitary Commission
		Winchester, Virginia
✓		Winchester Public Schools

CRISWELL
Vendor Name

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800)698-9825

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB: 001IT821062	**EXPR DATE:** 11/17/20 **POST DATE:** 11/19/19	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

****
****

MARYLAND STATEWIDE CONTRACT
FOR
POLICE VEHICLES MODEL YEAR
VEHICLE TYPES: 4-H, 4-9-P, 4-10-M-P & 4-10-MPH

****
****

VENDOR CONTACT: JIM BLECKI OR SUSAN HICKEY

VENDOR ADDRESS: 1427 BAY ROAD, MILFORD, DE 19963

VENDOR PHONE: 1-800-698-9825

VENDOR E-MAIL: JBLECKI@HERTRICHFLEET.COM OR SHICKEY@HERTRICHFLEET.COM

TERM OF CONTRACT: NOVEMBER 18, 2019 - NOVEMBER 17, 2020

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 02

TERMS (cont'd):

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE.

WARRANTY INFORMATION:

BASIC: 3 YEARS / 36,000
DRIVETRAIN: 5 YEARS / 60,000
DRIVETRAIN NOTE: QUALIFIED FLEET PURCHASES: 5 YEARS / 100,000 MILES
CORROSION YEARS (RUST-THROUGH): 6 YEARS
CORROSION YEARS: 3
CORROSION MILES/KM (RUST-THROUGH): 100,000
CORROSION MILES/KM: 36,000
HYBRID/ELECTRIC COMPONENTS YEARS: 8
HYBRID/ELECTRIC COMPONENTS MILES/KM: 100,000
ROADSIDE ASSISTANCE YEARS: 5
ROADSIDE ASSISTANCE MILES/KM: 60,000
ROADSIDE ASSISTANCE NOTE: QUALIFIED FLEET PURCHASES: 5 YRS./100,000
MAINTENANCE NOTE: 1 YEAR / 1 VISIT

THERE SHALL BE ZERO(-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

PROCESSING FEE
1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1)A COUNTY OR BALTIMORE CITY;
(2)A MUNICIPAL CORPORATION;
(3)A GOVERNMENTAL AGENCY IN THE STATE;
(4)A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
    (I) RECEIVES STATE MONEY; AND
    (II)IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3)
        OF THE INTERNAL REVENUE CODE;

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

(5)A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
(II)IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
(6)A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTIONOF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
(B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821062 / BPM015769 INCORPORATED HEREIN BY REFERENCE.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 05

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	07006	EA	26,172.0000

AUTOMOBILES AND STATION WAGONS

TYPE 4-H, MID-SIZE SEDAN, POLICE PURSUIT AWD HYBRID

MAKE & MODEL: FORD FUSION HYBRID

0002	07006	EA	95.0000

AUTOMOBILES AND STATION WAGONS

TYPE 4-H OPTION: RADIO NOISE SUPPRESSION PACKAGE

0003	07006	EA	295.0000

AUTOMOBILES AND STATION WAGONS

TYPE 4-H OPTION: REVERSE SENSING

0004	07006-000000	EA	27,394.0000

AUTOMOBILE

TYPE 4-9-P MID-SIZE UTILITY, POLICE PURSUIT AWD

MAKE & MODEL: DODGE DURANGO PURSUIT AWD

0005	07006-000000	EA

AUTOMOBILE

TYPE 4-9-P OPTION: CLOTH REAR SEATS/CARPET - STANDARD N/C

FMIS-5 (4/96)

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 06

LINE #	STATE ITEM ID	U/M	UNIT COST		
0006	07006-000000	EA			

AUTOMOBILE

TYPE 4-9-P OPTION: FULL WHEEL COVERS (ALUM WHEELS)
STANDARD - N/C

0007	07006-000000	EA			

AUTOMOBILE

TYPE 4-9-P OPTION: REVERSE SENSING - STANDARD N/C

0008	07006-000000	EA	340.0000		

AUTOMOBILE

TYPE 4-9-P OPTION: TAIL LAMP PREP KIT

0009	07006-000000	EA	845.0000		

AUTOMOBILE

TYPE 4-9-P OPTION: CLASS IV TOWING PACKAGE

0010	07006-000000	EA	495.0000		

AUTOMOBILE

TYPE 4-9-P OPTION: BLIND SPOT AND CROSS PATH DETECTION

0011	07006-000000	EA	295.0000		

AUTOMOBILE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 07

LINE #	STATE ITEM ID	U/M	UNIT COST
TYPE 4-9-P OPTION: SKID PLATE GROUP			
0012	07006-000000	EA	40.0000
AUTOMOBILE			
TYPE 4-9-P OPTION: DAYTIME RUNNING LIGHTS			
0013	07006-000000	EA	410.0000
AUTOMOBILE			
TYPE 4-9-P OPTION: HALOGEN SPOT LAMP			
0014	07006-000000	EA	3,595.0000
AUTOMOBILE			
TYPE 4-9-P OPTION: V-8 ENGINE			
0015	07006-000000	EA	32,678.0000
AUTOMOBILE			
TYPE 4-10-M-P MID-SIZE UTILITY VEHICLE, POLICE PURSUIT AWD			
MAKE & MODEL: FORD EXPLORER			
0016	07006-000000	EA	285.0000
AUTOMOBILE			
TYPE 4-10-M-P OPTION: CLOTH REAR SEATS/CARPET			

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 08

LINE #	STATE ITEM ID	U/M	UNIT COST
0017	07006-000000	EA	120.0000

AUTOMOBILE

TYPE 4-10-M-P OPTION: FULL WHEEL COVERS

0018	07006-000000	EA	295.0000

AUTOMOBILE

TYPE 4-10-M-P OPTION: REVERSE SENSING

0019	07006-000000	EA	85.0000

AUTOMOBILE

TYPE 4-10-M-P OPTION: REAR TAIL-LIGHT PREP KIT

0020	07006-000000	EA	35,991.0000

AUTOMOBILE

TYPE 4-10-MPH MID-SIZE UTILITY VEHICLE, POLICE PURSUIT AWD, HYBRID

MAKE & MODEL: FORD EXPLORER

0021	07006-000000	EA	285.0000

AUTOMOBILE

TYPE 4-10-MPH OPTION: CLOTH REAR SEATS/CARPET

0022	07006-000000	EA	120.0000

AUTOMOBILE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

********** STATE OF MARYLAND **********

BPO NO: 001B0600159 **PRINT DATE:** 11/19/19 **PAGE:** 09

LINE #	STATE ITEM ID	U/M	UNIT COST
0023	07006-000000	EA	295.0000

TYPE 4-10-MPH OPTION: FULL WHEEL COVERS

AUTOMOBILE

LINE #	STATE ITEM ID	U/M	UNIT COST
0024	07006-000000	EA	85.0000

TYPE 4-10-MPH OPTION: REVERSE SENSING

AUTOMOBILE

TYPE 4-10-MPH OPTION: REAR TAIL-LIGHT PREP KIT

END OF ITEM LIST

******** LAST PAGE ********

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: July 22, 2020

Re: Approval – Warner Construction Contract Change Order No. 8

Background

Warner Construction is the general contractor for the 45 West Main Renovation Project. Certain issues have arisen during the construction process that staff is recommending be addressed through the execution of Change Order No. 8 to the contract between the City and Warner Construction.

Change Order No. 8 consists of several items, which are summarized below:

Reconfiguration of Relief Air Devices (RFP-5)	$18,482.48
Credit for Plumbing Line Changes (RFP-12)	($466.54)
Drip Pan in Server Room 214 (RFI-31)	$1,551,52
Additional Hydronic Isolation Valves (RFI-47)	$28,225.32
Elevator Emergency Battery (RFP-18)	$2,2258.03
Total Change Order No. 8 Cost	**$50,050.81**

More detailed information on each of these items can be found in the attached recommendation letter from the project architect, Gant Brunnett Architects. As indicated, the majority of the items included in Change Order No. 8 are attributable to unforeseen conditions or required by code.

The work associated with the Additional Hydronic Isolation Valves (RFI-47) is not required by code, but is recommended by both the project architect and the Director of Public Works. The installation of the valves would minimize the impact of interruption to occupancy of the building when one of the HVAC zone units is being serviced, and be more cost-effective in the long-run.

Staff discussed this matter with the Mayor and members of the Common Council's Finance Committee on July 16, 2020. They recommend approval of Change Order No. 8 as presented.

Project Status

The original contract amount with Warner Construction was $4,435,000. If Change Order No. 8 is authorized, the new contract amount would be $4,596,631.10 – an increase of 3.6% from the initial contract value.

Change Order No. 8 would increase the Contract Time for completion by seven calendar days. The new Date for Completion of all contracted work would be December 8, 2020. As of the July 21, 2020 Progress Meeting, the project was estimated to be approximately 60% complete.

Recommendation
Staff recommends that the City authorize Warner Construction to perform the work discussed above through the approval of Change Order No. 8 in the amount of $50,050.81.

Attachments
- Gant Brunnett Architects Review Letter
- Proposed Change Order No. 8

gba

July 22, 2020

City of Westminster
56 West Main Street
Westminster, MD 21157

Attn: Barbara B. Matthews, City Administrator

Re: City of Westminster Administrative Office Building Renovations & Alterations
Project No. 20-02

Change Order #8	–	Reconfiguration of Relief Air Devices	(RFP-5)
		Credit for Plumbing Line Changes	(RFP-12)
		Drip Pan in Server Room 214	(RFI-31)
		Additional Hydronic Isolation Valves	(RFI-47)
		Elevator Emergency Battery	(RFP-18)

Dear Ms. Matthews;

I have reviewed the change order proposal submitted by Warner Construction in connection with the above reference project and I recommend approval of this Change Order in the amount of $50,050.81.

RFP-5 $18,482.48
The scope of work involved in this modification is necessary to ensure that the existing relief air device ductwork is up high enough to not conflict with the new ceiling clouds and light fixtures for the open lobby. The extent of these ducts was an unforeseen condition, as it was not indicated on the as-built drawings that these were as large as they are, and due to their locations the design team was unable to fully investigate without demolition of the existing ceilings.

RFP-12 ($466.54)
During construction it was requested that the supply lines feeding the Second Floor water fountain be reduced, as they were oversized. This is the credit associated with this line size reduction.

RFI-31 $1,551.52
The scope of work involved in this modification is necessary to ensure that the equipment in Server Room 214 is protected from any potential roof drain leaks, that could occur in the future, by installing a drip catch pan under the entire length of roof drain pipe located above Server Room 214.

RFI-47 $28,225.32
The scope of work involved in this modification is necessary to provide and install a total of (26) additional isolation valves throughout the hydronic supply system, isolating each floor individually.

RFP-18 $2,258.03
The scope of work involved in this modification is necessary to provide and install an emergency battery for the elevator to provide the required fire rescue functionality in the event of a power outage.

I hope you find this Change Order to be acceptable, and request that the form be signed by the Mayor and forwarded to Warner Construction for their signature. If you have any questions, please do not hesitate to contact me at any time.

Sincerely,

Jim McArthur

gant • brunnett
ARCHITECTS

15 West Mulberry Street, Baltimore, Maryland 21201 • T 410.234.8444 • www.gba-architects.com

CHANGE ORDER #8

Date: July 22, 2020

PROJECT:		ARCHITECT:
Name	Westminster Administration Building	Gant Brunnett Architects
Address	45 W Main Street, Westminster, MD 21157	15 W. Mulberry Street
Date of Contract:	11/25/2019	Baltimore, Maryland 21201

OWNER		CONTRACTOR:
Name	Mayor & Common Council of Westminster	Warner Construction
Address	56 W Main Street	1530 Tilco Drive, Suite A
Address	Westminster, MD 21157	Frederick, MD 21704

THE AGREEMENT BETWEEN OWNER AND CONTRACTOR IS AMENDED AS FOLLOWS:

Provide all materials, labor, equipment and services necessary and incidental to RFP 5 (Reconfiguration of Relief Air Devices) / RFP 12 (Credit for Plumbing Line Changes) / RFP 18 (Elevator Emergency Battery) / RFI 31 (Drip Pan in Server Room 214) / RFI 47 (Additional Hydronic Isolation Valves), all as further described in the Contractor's proposed change order and RFP documents attached herewith. The Contractor's compensation for this Change Order includes the costs for all collateral expenses that are the result of implementing this change in the scope of contract work. These collateral expenses include, but are not limited to, supervision, additional time to complete the entire project, temporary facilities and utilities, and adjustments to the timing or sequencing of other work impacted this change.

The original Contract Sum was	$4,435,000.00
The net change by previously authorized Change Orders	$111,580.29
The Contract Sum including prior change orders is	$4,546,580.29
The Contract Sum will be increased by this Change Order in the amount of	$50,050.81
The new Contract Sum, including this Change Order, will be	$4,596,631.10

The Contract Time for completion is increased by 7 calendar days by this change order.

The Date for Completion of all contract work is therefore changed to December 8, 2020.

OWNER	SIGNATURE	Mayor Joe Dominick	DATE
CONTRACTOR	SIGNATURE	Matt Louden - President	DATE 7/22/2020
ARCHITECT	SIGNATURE	John Brunnett - President	DATE

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Order

Project:
19-10-0230 Westminster Admin. Building
45 West Main Street
Westminster, MD 21157

Change Order: 8
Date: 7/21/2020
Architect's Project:

To Contractor:
Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

The Contract is changed as follows:
CO#8-Combined

17	RFP#5-Reconfiguration of Relief Air Devices	$18,482.48
20	RFI#31 Pricing	$1,551.52
21	RFP#12- RFI#39 Deduct for Line Sizes	$-466.54
22	RFP#14-Isolation Valves	$28,225.32
24	Elevator Emergency Battery	$2,258.03
	Total:	$50,050.81

The original Contract Amount was	$4,435,000.00
Net change by previously authorized Change Orders	$111,580.29
The Contract Amount prior to this Change Order was	$4,546,580.29
The Contract will be increased by this Change Order in the amount of	$50,050.81
The new Contract Amount including this Change Order will be	$4,596,631.10

The Contract Time will be increased by 7 days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT , CONTRACT AND OWNER.

ARCHITECT	Warner Construction CONTRACTOR 1530 Tilco Drive, Suite A Frederick, MD 21704	OWNER
(Signature)	*(Signature)*	*(Signature)*
By	By	By
Date	Date	Date

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 17
Date: 5/27/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: RFP#5-Reconfiguration of Relief Air Devices

We are pleased to offer the following pricing to make the following changes:

Construct "A Type Wall" where indicated
Cut and remove cross bracing
Furnish and install new cross bracing per note 7
Remove relief air devices under deck
Install new ductwork and grill per plans for each device

The total amount to provide this work is $18,482.48
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 4 days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)696-0525.

Submitted by: Jake Fields
Warner Construction

Approved by: _____

Date: _____

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request 17 Price Breakdown
Continuation Sheet

Description: RFP#5-Reconfiguration of Relief Air Devices

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
HVAC						$8,664.00		$8,664.00
Structural Steel						$3,216.00		$3,216.00
Drywall						$3,800.46		$3,800.46

		Subtotal:	**$15,680.46**
Warner Fee	$15,680.46	5.00%	$784.02
General Conditions			$2,018.00
		Total:	**$18,482.48**

gba

April 27, 2020

Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

Attn: Mr. Matt Louden

Re: City of Westminster Administrative Offices
Request for Proposal – 5 – Reconfiguration of Relief Air Devices

Dear Mr. Louden;

I request herein a change order proposal from your firm to provide the following modifications to the referenced contract:

Architectural Drawing Revisions:

1. Drawing A106 - Reflected Ceiling Plan (Second Floor)
   a. Construct type 'A' wall from top of existing aluminum storefront to underside of roof deck above; painted black. Storefront framing located between Stair #2 and S. Balcony 210.
2. Drawing A107 - Roof Plan
   a. Proposed location of Existing Relief Air Device (RAD), that is scheduled to be relocated, has been revised from that shown on A107 dated 8/23/2019.

Structural Drawing Revisions:

1. Drawing S103 - Roof Framing Plan
   a. Cut and remove existing cross bracing for units; per 'Note - 8'
   b. Provide and install new cross bracing between existing joists; per 'Note - 7'

Mechanical Drawing Revisions:

1. Drawing MD203 - Second Floor HVAC Work - Demolition
   a. Removed existing relief air devices and ducts under the deck.
2. Drawing M203 - Second Floor HVAC Work – New
   a. Ductwork and air grille under the deck have been revised for each relief device.
   b. New ductwork shall be located between existing joists, installed as tight as possible to underside of roof deck above.
3. Drawing M204 - Roof HVAC Work – New
   a. Relocated relief fan and its associated roof curb, supports, and etc.

See revised sheets A106, A107, S103, MD203, M203, M204 dated 4/27/2020. Note that all changes marked with the 7 symbol are to be included in this change order proposal.

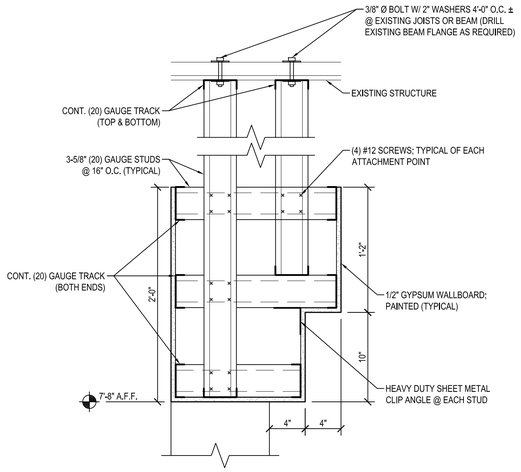
If you have any questions don't hesitate to call on me.

Sincerely,

James McArthur

Cc: Barbara Matthews

20564 RFP



BALCONY BULKHEAD (1)

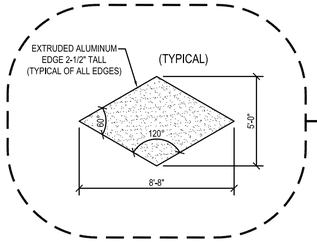
SCALE: 1-1/2"=1'-0"

SYMBOL LEGEND

- A — 2X2 SUSPENDED ACOUSTICAL LAY IN CEILING TYPE 'A'
- B — 2X2 SUSPENDED ACOUSTICAL LAY IN CEILING TYPE 'B'
- C — 2X4 SUSPENDED ACOUSTICAL LAY-IN CEILING TYPE 'C'
- D — 2X4 SUSPENDED ACOUSTICAL LAY-IN CEILING TYPE 'D'
- 1-HR FIRE RATED SUSPENDED GYPSUM WALLBOARD CEILING (UL LS27) (SEE 3 / A102)
- PAINTED SUSPENDED GYPSUM WALLBOARD CEILING
- ETR — EXISTING CEILING TO REMAIN; PREP & PAINT W/ (2) FINISH COATS
- ROOM NAME — ROOM
- ROOM NUMBER — 001
- 8'-0" — CEILING HEIGHT
- EXP = EXPOSED STRUCTURE (NO CEILING)
- ETR = EXISTING CEILING TO REMAIN
- RECESSED ADJUSTABLE LIGHT FIXTURE
- RECESSED LIGHT FIXTURE
- LAY-IN 2x2 LIGHT FIXTURE
- LAY-IN 2x4 LIGHT FIXTURE
- SURFACE MOUNT 4' LIGHT FIXTURE
- WALL MOUNT 4' LIGHT FIXTURE @ 8'-0" A.F.F.
- WALL MOUNT 2' LIGHT FIXTURE @ 8'-0" A.F.F.
- SUSPENDED 6' LIGHT FIXTURE @ 9'-4" A.F.F.
- SUSPENDED 2' LIGHT FIXTURE @ 8'-0" A.F.F.
- PENDANT CAN LIGHT FIXTURE @ 7'-6" A.F.F.
- WALL MOUNTED PICTURE LIGHT @ 7'-6" A.F.F.
- WALL SCONCE FIXTURE @ 7'-6" A.F.F.
- SURFACE MOUNTED STRIP LIGHT SEE DETAIL 1 / A104
- N.T.S. 8'-8" × 5'-0" — SUSPENDED GWB CEILING CLOUD @ 8'-0" A.F.F.
- 3'-10" × 2'-6" × 3'-10" — SUSPENDED HALCYON CEILING CLOUD @ 8'-0" A.F.F.
- EXTERIOR WALL PACK @ EXISTING LOCATION
- EXTERIOR WALL WASH @ EXISTING LOCATION
- SUPPLY DIFFUSER
- RETURN DIFFUSER
- EXHAUST DIFFUSER
- LINEAR DIFFUSER

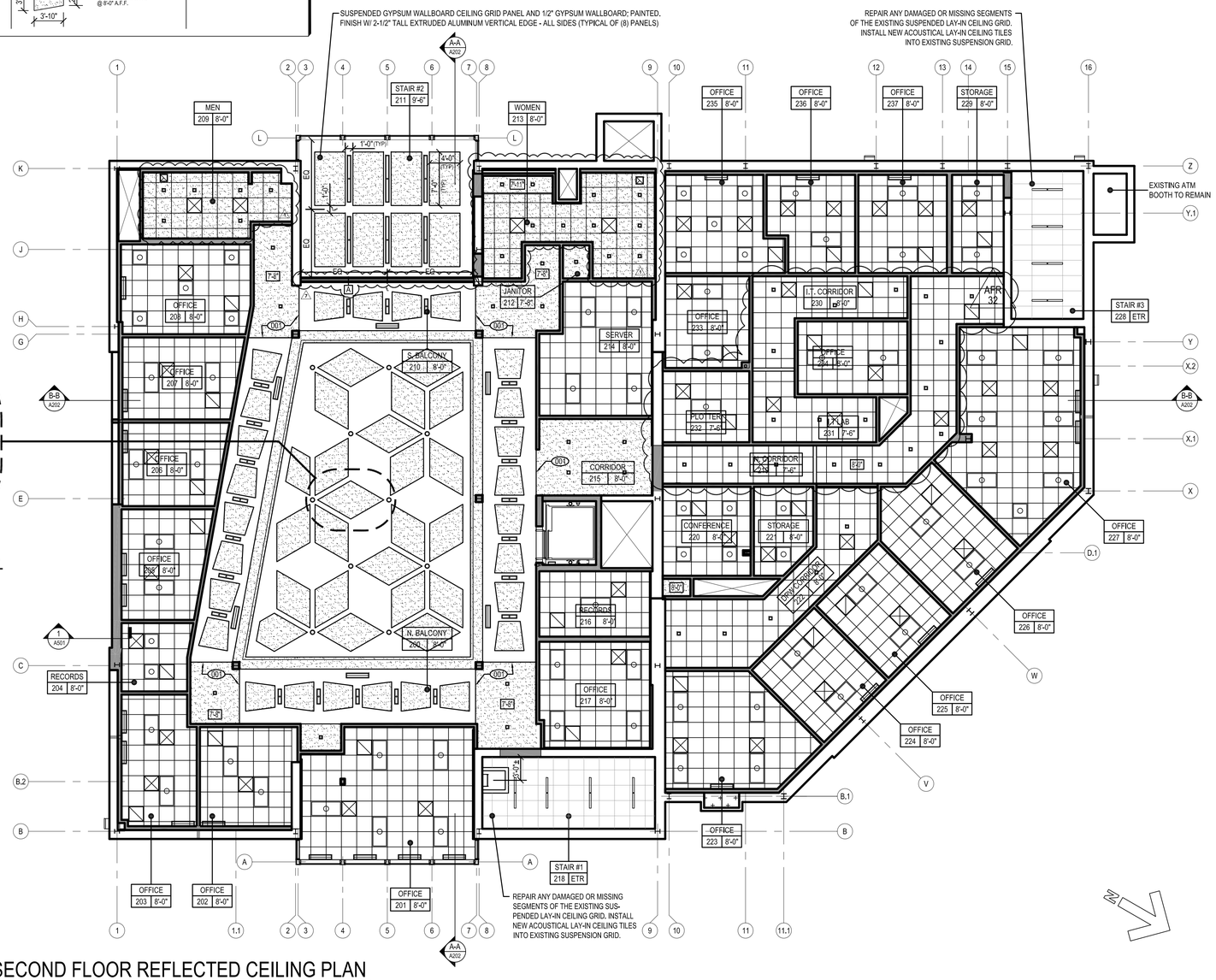
NUMBERED REFLECTED CEILING PLAN NOTES:

(001) EXTRUDED ALUMINUM EDGE 2-1/2" TALL (TYPICAL OF ALL EDGES)



CEILING CLOUD DIMENSIONS

SCALE: 1/4"=1'-0"



SECOND FLOOR REFLECTED CEILING PLAN

SCALE: 1/8"=1'-0"

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

"PROFESSIONAL CERTIFICATION. I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 6581, EXPIRATION DATE 05/23/2021."

(C) GANT BRUNNETT ARCHITECTS
ALL REPRODUCTION IS PROHIBITED

CONSULTANTS:

PROJECT:

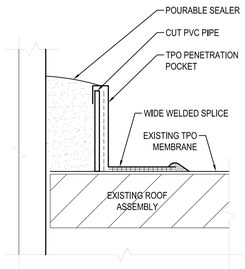
CITY OF WESTMINSTER
ADMINISTRATIVE OFFICES
45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO:	20–02
DATE:	6/21/2019
SCALE:	AS NOTED
REV: 1	7/19/19
2	8/23/2019
3	9/26/2019
4	1/29/2020
5	3/04/2020
6	4/17/2020
7	4/13/2020
8	4/13/2020
9	4/27/2020

REFLECTED CEILING PLAN (SECOND FLOOR)

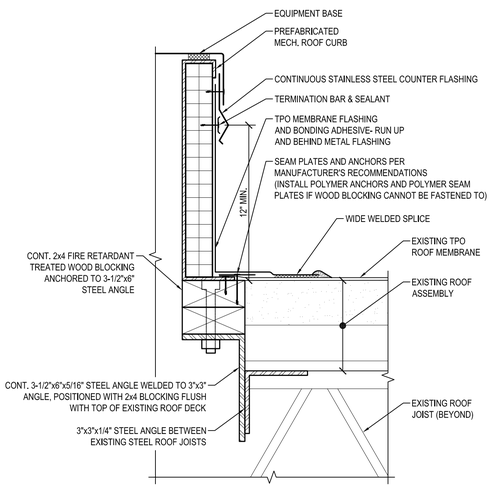
SHEET NO. 21 OF 116

A106



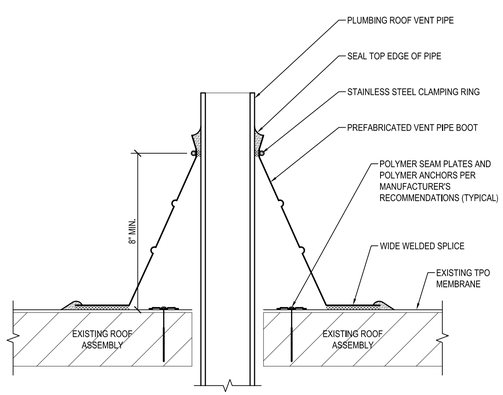
PITCH POCKET (1)

SCALE: 3"=1'-0"



MECHANICAL EQUIPMENT CURB - TYPICAL ALL SIDES OF ROOF OPENING (2)

SCALE: 3"=1'-0"



PLUMBING VENT PIPE (3)

SCALE: 3"=1'-0"

ROOF PLAN KEYED NOTES:

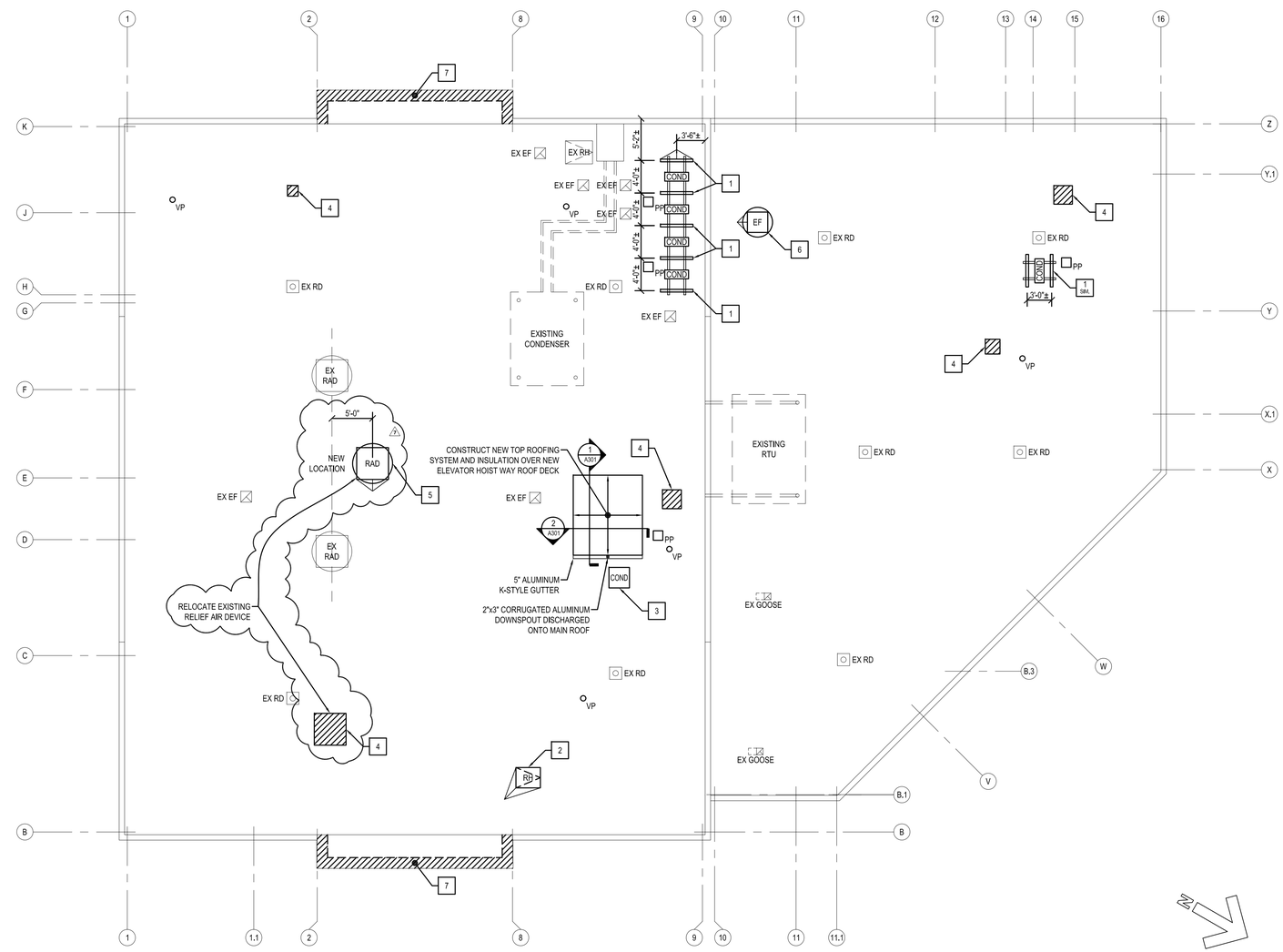
1. CONSTRUCT NEW ROOF CURB CONDENSER DETAIL #2 ON DRAWING A302 AND INSTALL THE CONDENSING UNIT ON THE NEW CURB AT THE PROPER LOCATION. PROVIDE NEW ROOF PITCH POCKET (SEE DETAIL #1 ON A107) FOR THE ELECTRICAL WIRING, REFRIGERANT LINES, AND CONTROL WIRING RACEWAY. CURBS TO BE LOCATED DIRECTLY ABOVE EXISTING STEEL ROOF JOISTS.
2. INSTALL NEW BILCO THERMALLY BROKEN ROOF HATCH TYPE S-50-TB WITH CURB AND BILCO 2.0 SAFETY RAILING SYSTEM RL-2.
3. PROVIDE NEW PREFABRICATED EQUIPMENT CURB AND RELOCATE EXISTING ROOFTOP EQUIPMENT PER MECHANICAL PLANS. (SEE DETAIL #2 ON A302 FOR CURB CONCEPT)
4. PATCH EXISTING ROOF DECK WHERE MECHANICAL EQUIPMENT WAS REMOVED. PATCH ROOF TO MATCH ADJACENT CONSTRUCTION. PATCH ROOF MEMBRANE AS PER MANUFACTURER'S RECOMMENDATIONS.
5. PROVIDE PREFABRICATED STEEL EQUIPMENT CURB AND REINSTALL EXISTING RELIEF AIR DEVICE AS PER MECHANICAL PLANS.
6. INSTALL NEW EXHAUST FAN PER MECHANICAL PLANS AT LOCATION OF PREVIOUSLY DEMOLISHED EXHAUST FAN. PROVIDE NEW CURB WITH TOP OF CURB 12" ABOVE ROOF MEMBRANE.
7. PATCH NEW ROOF EDGE INTO EXISTING TPO ROOF MEMBRANE.

GENERAL ROOFING NOTES:

1. COMPLY WITH EXISTING ROOF MANUFACTURER WARRANTY.
2. PROTECT EXISTING ROOFING.
3. EXTEND EXISTING ROOF TOP VENT PIPES TO MINIMUM 16" ABOVE ROOF MEMBRANE (TO TOP OF PIPE).

LEGEND:

EF	EXHAUST FAN - SEE TYPICAL ROOF CURB DETAIL #2 ON A107
RAD	RELOCATED RELIEF AIR DEVICE - SEE TYPICAL ROOF CURB DETAIL #2 ON A107
RH	ROOF HATCH - SEE TYPICAL ROOF HATCH DETAIL #1 ON A302
COND	CONDENSER UNIT - SEE TYPICAL ROOF CURB CONDENSER DETAIL #2 ON A302
PP	PITCH POCKET - SEE TYPICAL ROOF PITCH POCKET DETAIL #1 ON A107
VP	PLUMBING VENT PIPE - SEE TYPICAL VENT PIPE DETAIL #3 ON A107
EX RD	EXISTING ROOF DRAIN
EX EF	EXISTING EXHAUST FAN
RAD	EXISTING RELIEF AIR DEVICE
EX GOOSE	EXISTING GOOSE NECK VENT



ROOF PLAN

SCALE: 1/8"=1'-0"

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

"PROFESSIONAL CERTIFICATION.
I CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NUMBER 6581, EXPIRATION DATE 05/23/2021."

(C) GANT BRUNNETT ARCHITECTS
ALL REPRODUCTION IS PROHIBITED

CONSULTANTS:

PROJECT:

CITY OF WESTMINSTER
ADMINISTRATIVE OFFICES
45 WEST MAIN STREET
WESTMINSTER, MD 21157

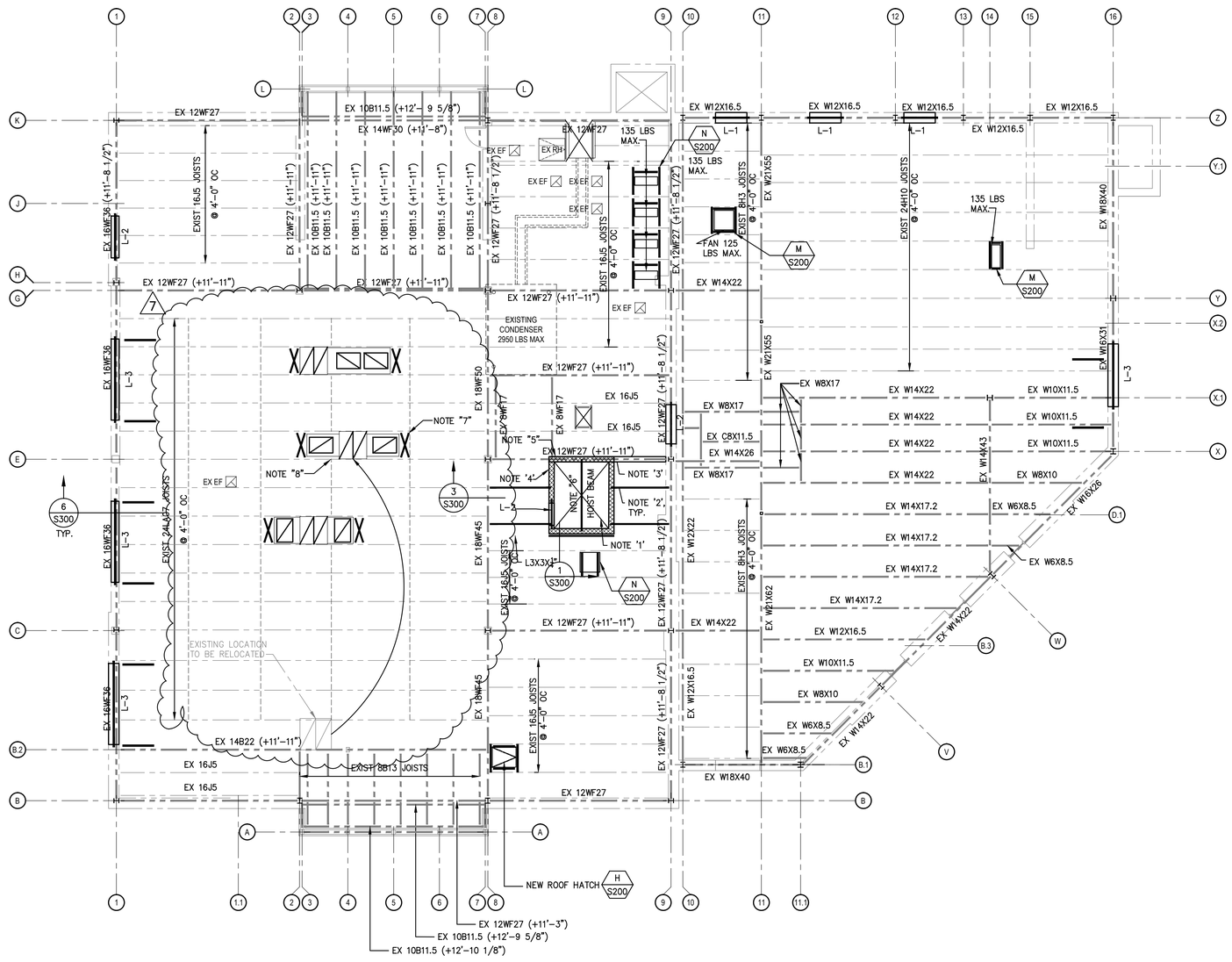
PROJ. NO:	20–02
DATE:	6/21/2019
SCALE:	AS NOTED

REV:	
1 7/19/19	
2 8/23/2019	
3 9/26/2019	
4 1/29/2020	
5 3/04/2020	
6 4/17/2020	
7 4/13/2020	
8 4/13/2020	
9 4/27/2020	

ROOF PLAN

SHEET NO. 22 OF 116

A107



Roof Framing Plan

1/8" = 1'-0"

Notes

1. GC TO SHORE THE EXISTING ROOF AND REMOVE THE EXISTING BAR JOISTS THAT INTERFERE WITH THE NEW ELEVATOR SHAFT.
2. NEW 2.5K3 BAR JOIST SUBSTITUTE TO BEAR ON EXISTING BEAMS.
3. EXISTING CMU WALL TO REMAIN.
4. NEW 8" CMU WALL (4 SIDES OF ELEVATOR). REINFORCE WITH #5 AT 1'-4" O/C. FILL CELLS SOLID WITH GROUT AT REINFORCEMENT FULL HEIGHT OF SHAFT. AT ROOF LEVEL, FILL CELLS SOLID WITH GROUT TWO COURSES DEEP MIN THE ENTIRE WALL.
5. EXISTING STEEL BEAM TO REMAIN.
6. GC TO REMOVE AND RELOCATE THE EXISTING HOIST BEAM TO THE NEW HOIST BEAM ELEVATION. IF BEAM IS NOT LONG ENOUGH TO BE REUSED. GC TO INSTALL NEW W8x15 HOIST BEAM WITH BEARING PLATES PER "G/S200".
7. 2 – L1½"x1½"x⅜" CROSS BRACE FROM TOP CHORD TO BOTTOM CHORD OF EXIST JOIST. WELD ANGLES TO EXISTING BAR JOISTS USING 3/16" FILLET ALL AROUND. TYP.
8. CUT AND REMOVE EXISTING CROSS BRACE FOR UNIT INSTALLATION, TYP 3 LOCATIONS.

0 4 8 16

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

Skarda and Associates Structural Consultants, Inc.
2439 N. Charles Street
Baltimore, Maryland 21218
(410)-366-9354
(410)-366-9389 Fax
EMAIL: INFO@SKARDAENGINEERS.COM
SK#18051

"PROFESSIONAL CERTIFICATION.
I 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 NUMBER 16519, EXPIRATION DATE 06/11/2021."

PROJECT:

CITY OF WESTMINSTER ADMINISTRATIVE OFFICES
45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO:	20-02
DATE:	6/21/2019
SCALE:	AS NOTED
REVISION:	1 7/19/2019
	2 8/23/2019
	3 12/17/2019
	4 4/27/2020 MEP CHANGES
	5 RFI 33 RESPONSE MODIFICATIONS 4/13/2020

ROOF FRAMING PLAN

SHEET NO. 6 OF 8

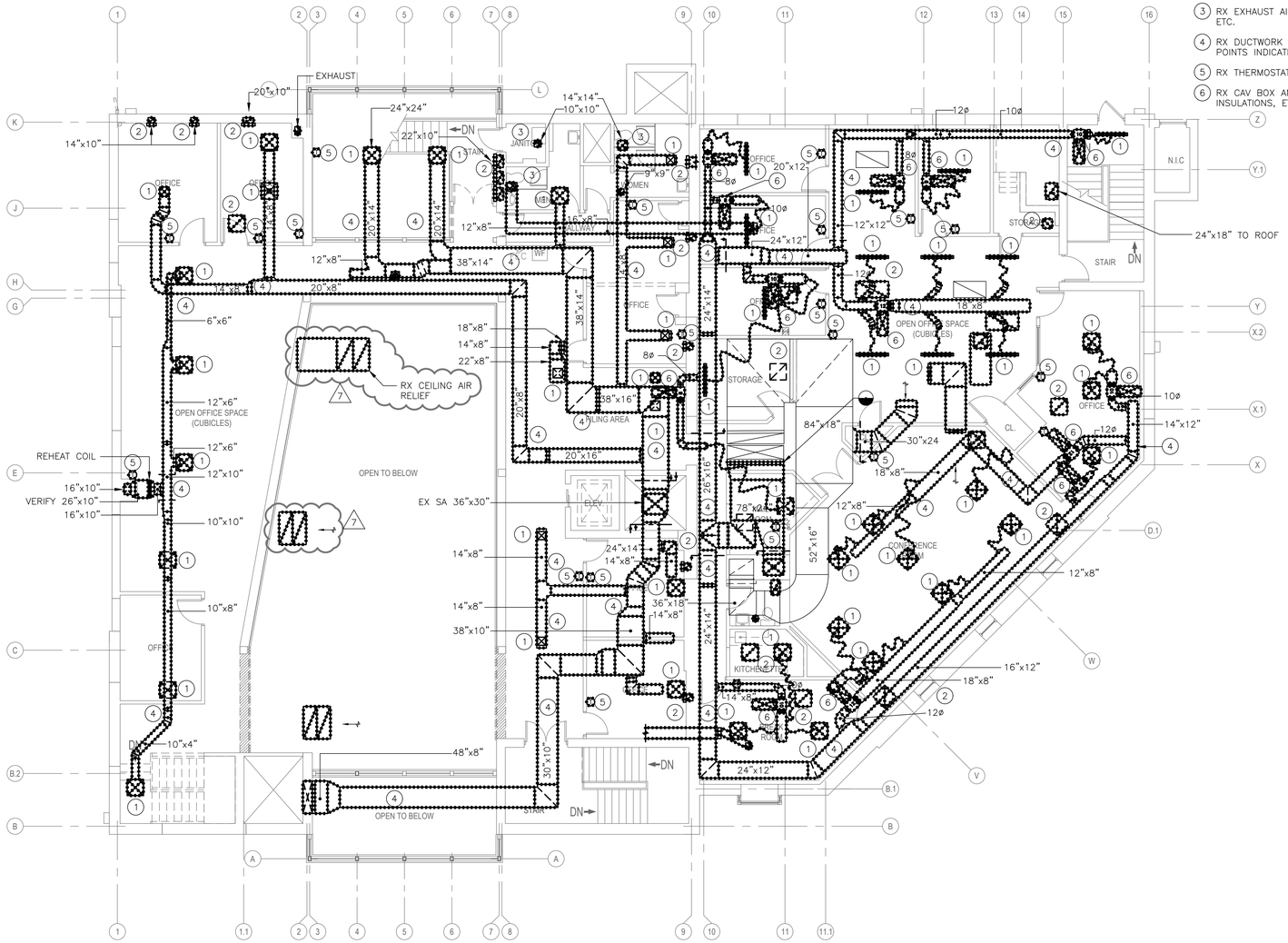
S103

GENERAL NOTES

1. VERIFY ALL EXISTING CONDITIONS PRIOR TO REMOVAL OF ANY MATERIAL.
2. NOTIFY A/E OF ANY DISCREPANCIES WITH THESE DOCUMENTS.
3. REMOVE ALL MATERIAL WITHOUT DAMAGE TO ADJACENT WALLS, CEILINGS AND STRUCTURE.

DRAWING NOTES

1. RX SUPPLY AIR DEVICE AND ASSOCIATED INSULATION, HANGERS, ETC.
2. RX RETURN AIR DEVICE AND ASSOCIATED INSULATION, HANGERS, ETC.
3. RX EXHAUST AIR DEVICE AND ASSOCIATED INSULATION, HANGERS, ETC.
4. RX DUCTWORK AND ASSOCIATED INSULATION, HANGERS, ETC TO POINTS INDICATED.
5. RX THERMOSTAT.
6. RX CAV BOX AND ASSOCIATED CONTROLS, SUPPORTS, INSULATIONS, ETC AS ITS ENTIRETY.



GRAPHIC SCALE

8 4 0 8 16

SCALE: 1/8"=1'-0"
UNIT OF MEASURE: FEET

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

I 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 NUMBER 32486, EXPIRATION DATE 01-06-2020.

CONSULTANTS:

rmf
RMF ENGINEERING, INC.
5520 RESEARCH PARK DR, 3RD FLR
BALTIMORE, MD 21228
P: 410.576-0505 F: 410.385-0327
RMF JOB # 118056.A0

PROJECT: 118056.A0

CITY OF WESTMINSTER
ADMINISTRATIVE OFFICES
45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO:	20–02
DATE:	6/21/2019
SCALE:	AS NOTED
REVISION:	1 7/19/2019
	2 8/23/2019
	4 1/29/2020
	5 3/04/2020
	7 4/27/2020

SECOND FLOOR HVAC WORK - DEMOLITION

SHEET NO. 50 OF 116

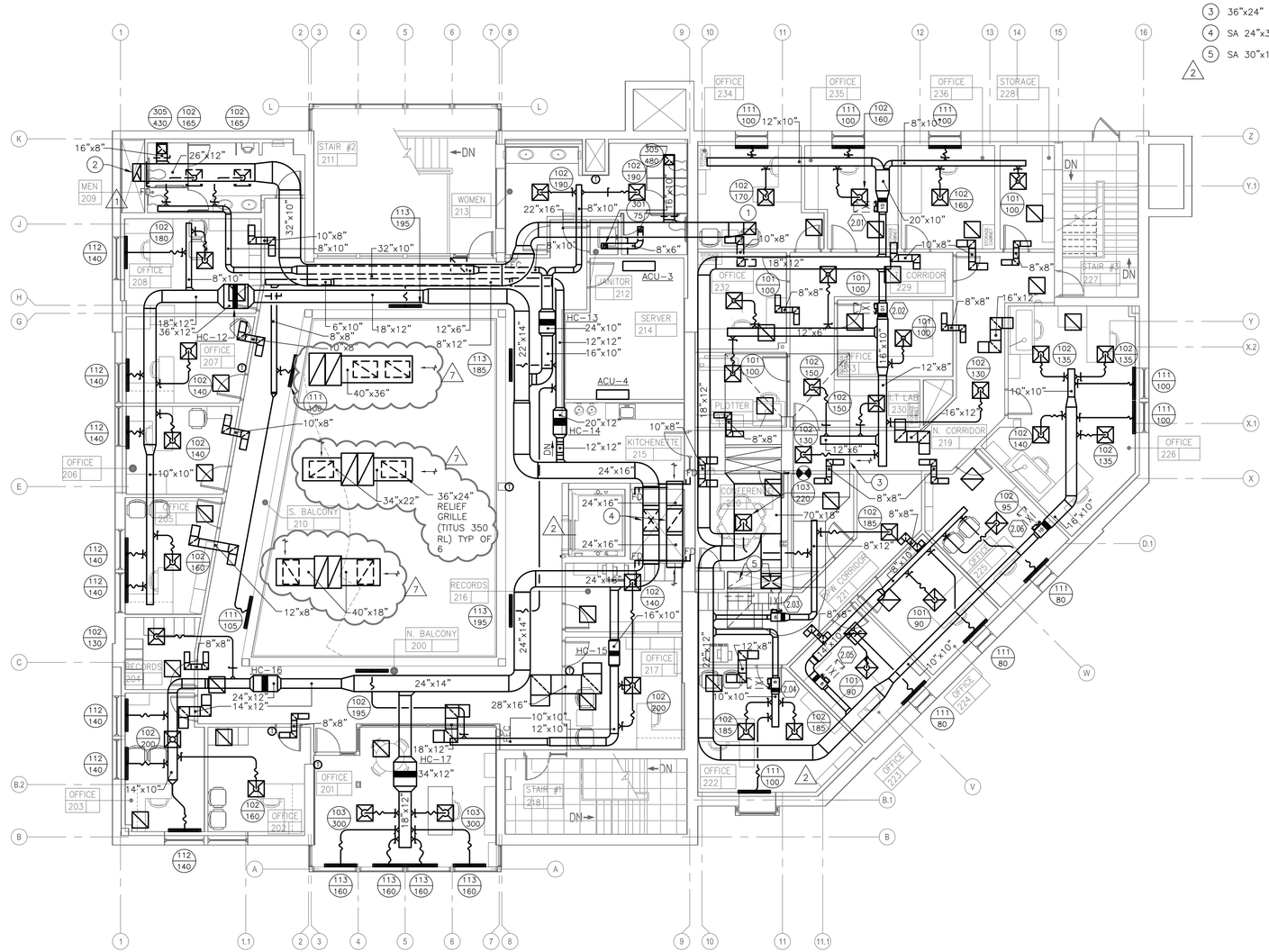
MD203

GENERAL NOTES

1. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS IN RELATION TO PROPOSED DESIGN PRIOR TO FABRICATION AND INSTALLATION OF ANY MATERIAL. ANY ISSUES MUST BE BROUGHT TO THE ATTENTION OF THE A/E IN A TIMELY MANNER.

DRAWING NOTES:

1. 20"x18" EA UP TO EF-1.
2. 26"x12" EA DN.
3. 36"x24" RA OPENING WITH MESH SCREEN.
4. SA 24"x32" DN. RA 24"x32" DN.
5. SA 30"x18" DN. EX RA 36"x24" DN.



GRAPHIC SCALE

8 4 0 8 16

SCALE: 1/8"=1'-0"
UNIT OF MEASURE: FEET

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

I 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 NUMBER 32486, EXPIRATION DATE 01-06-2020.

CONSULTANTS:

rmf
RMF ENGINEERING, INC.
5520 RESEARCH PARK DR, 3RD FLR
BALTIMORE, MD 21228
P: 410.576-0505 F: 410.385-0327
RMF JOB # 118056.A0

PROJECT: 118056.A0

CITY OF WESTMINSTER ADMINISTRATIVE OFFICES

45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO:	20-02
DATE:	6/21/2019
SCALE:	AS NOTED
REVISION:	1 7/19/2019
	2 8/23/2019
	4 1/29/2020
	5 3/04/2020
	7 4/27/2020

SECOND FLOOR HVAC WORK - NEW

SHEET NO. 57 OF 116

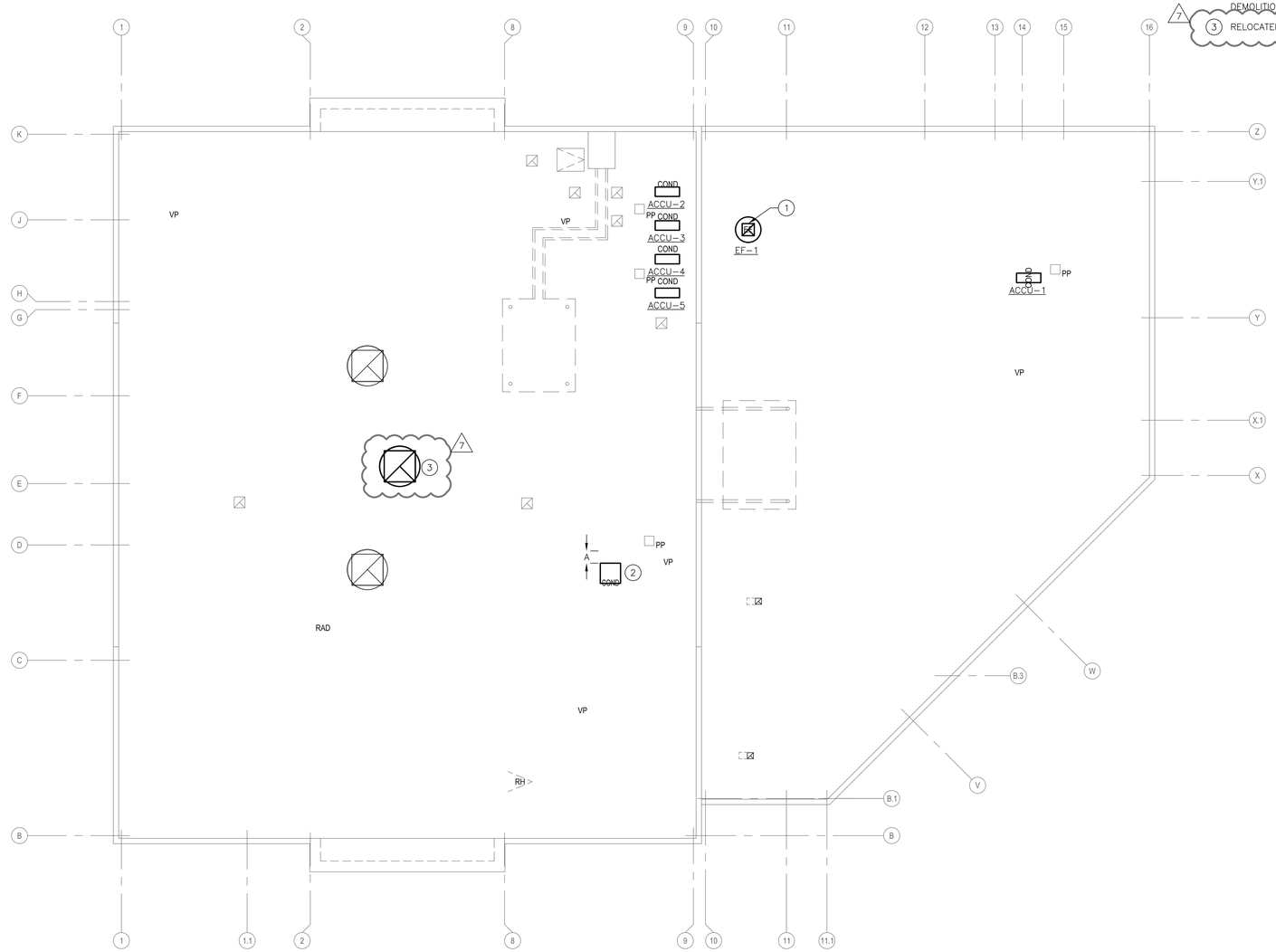
M203

GENERAL NOTES

1. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS IN RELATION TO PROPOSED DESIGN PRIOR TO FABRICATION AND INSTALLATION OF ANY MATERIAL. ANY ISSUES MUST BE BROUGHT TO THE ATTENTION OF THE A/E IN A TIMELY MANNER.

DRAWING NOTES:

1. 20"x18" EXHAUST DUCT DN.
2. RELOCATED CONDENSING UNIT (INDOOR EX ECU). INSTALL THE REFRIGERANT PIPING AS NEEDED. MAINTAIN THE SAME DISTANCE A AS MEASURED PRIOR DEMOLITION.
3. RELOCATED RELIEF FAN WITH ROOF CURB, SUPPORTS AND ETC. (7)



GRAPHIC SCALE

8 4 0 8 16

SCALE: 1/8"=1'-0"
UNIT OF MEASURE: FEET

gba
gant·brunnett
ARCHITECTS
15 West Mulberry Street
Baltimore, Maryland 21201-4406
Telephone Number: 410-234-8444

I 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 NUMBER: 32486, EXPIRATION DATE 01-06-2020.

CONSULTANTS:

rmf
RMF ENGINEERING, INC.
5520 RESEARCH PARK DR, 3RD FLR
BALTIMORE, MD 21228
P: 410.576-0505 F: 410.385-0327
RMF JOB # 118056.A0

PROJECT: 118056.A0

CITY OF WESTMINSTER ADMINISTRATIVE OFFICES

45 WEST MAIN STREET
WESTMINSTER, MD 21157

PROJ. NO:	20-02
DATE:	6/21/2019
SCALE:	AS NOTED
REVISION:	1 7/19/2019
	2 8/23/2019
	4 1/29/2020
	5 3/04/2020
	7 4/27/2020

ROOF HVAC WORK - NEW

SHEET NO. 58 OF 116

M204

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request

To: Jake Fields
Warner Construction
1530 Tilco Dr
Suite A
Frederick, MD 21704
Ph: (301)696-0525 Fax: (301)696-0530

Number: 2
Date: 5/27/20
Job: 19-01-0230 Westminster City Admin
Phone:

Description: Reconfiguration of relief Air Devices

We are pleased to offer the following pricing to make the following changes:

HVAC scope of work provided to install relief air duct and grills as shown on M203 Rev 7 (4-27-2020)

All other scopes of work are exclude from this proposal

This change order proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract.

The total amount to provide this work is $8,664.00
(Please refer to attached sheet for details.)

Please note that Warner Mechanical will require an extra 3 Days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)662-5387.

Submitted by: Scott Scherer
Warner Mechanical

Approved by: _____

Date: _____

WARNER MECHANICAL

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request 2 Price Breakdown
Continuation Sheet

Description: Reconfiguration of relief Air Devices

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Internal Sheetmetal Sub						$7,200.00		$7,200.00
Equipment Labor Foreman	8.00	$65.00	$520.00					$520.00
Equipment Labor Helper	8.00	$55.00	$440.00					$440.00

		Subtotal:	**$8,160.00**
OH&P	$960.00	15.00%	$144.00
OH&P on Sub	$7,200.00	5.00%	$360.00
		Total:	**$8,664.00**

CHANGE ORDER PROPOSAL

217 - A Monroe Avenue
Frederick, Maryland 21701
(301) 663-6670

June 30, 2020		Job # :	19-50-0230
To:	Warner Mechanical 217 Monroe Ave Frederick, MD		
Attn:	Scott Scherer		
Project :	Westminster Admin		
Reference:	RFP 5		
MC #		KH CO #	2R

Gentlemen:

We enclose a breakdown of costs associated with the above referenced contract documents.

The total net change to our contract is $ 7,200.00

Exclusions: All exclusions per base contract agreement, special color or finishes.

This change order proposal covers only the direct costs associated with change order work described above. We reserve the right to assess the impact of this change order at a later date and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same Terms and Conditions as that included in the original contract.

An extension of 3 calendar days is required.

This proposal is for acceptance within thirty (30) days and is subject to escalation thereafter.

☐ We are proceeding with the changes per your written directive and request that a change order meeting be scheduled as soon as possible to settle all costs accordingly.

☑ Please advise in writing if we are to proceed with this change order. Upon issuance of the Notice to Proceed we also request that a change order meeting be scheduled as soon as possible to settle all costs accordingly.

Respectfully,
Kaempf & Harris Sheet Metal

Bryan McDermott

Bryan McDermott

KAEMPF&HARRIS SHEET METAL

217 - A Monroe Avenue
Frederick, Maryland 21701
(301) 663-6670

June 30, 2020		Job # :	19-50-0230
To:	Warner Mechanical 217 Monroe Ave Frederick, MD		
Attn:	Scott Scherer		
Project :	Westminster Admin		
Reference:	RFP 5		
MC #	0	KH CO #	2R

Description of Work:

Install relief air duct and grilles as shown on M203 Rev 7 (4-27-20)

Exclude:

Trash fees and dump fees
Cutting and patching

Shop Material					**Cost**	
453	Lbs. galvanized metal				$ 496.04	
	Associated sealants, small tools, equipment				$ 28.15	
					$ 524.19	(A)
Purchased Materials/Equipment						
	Registers, Grilles, Diffusers				$ 600.00	
	Rental Equipment				$ 740.00	
					$ 1,340.00	(B)
Labor						
18	Hrs. Shop Fabrication @	$ 59.67			$ 1,074.06	
	Hrs. Shop Fabrication @	$ 89.50	***(Premium Time)***		$ -	
39	Hrs. Field Installation @	$ 59.67			$ 2,327.13	
	Hrs. Field Installation @	$ 89.50	***(Premium Time)***		$ -	
	Hrs. Foreman @	$ 64.94			$ -	
	Hrs. Foreman @	$ 94.50	***(Premium Time)***		$ -	
2	Hrs. Coordination @	$ 64.94			$ 129.88	
	Hrs. Coordination @	$ 94.50	***(Premium Time)***		$ -	
	Shop Burden (30% of shop labor and material costs)				$ 479.47	
4	Trucking				$ 180.00	
	Safety & Cleanup				$ 108.88	
					$ 4,299.42	(C)
				Subtotal (A+B+C)	$ 6,163.60	
			15%	Overhead Profit	$ 924.54	
				Subtotal	$ 7,088.14	
				Taxes	$ 111.85	
				Grand Total	**$ 7,200.00**	

June 3, 2020

Jake Fields
jfields@warner-construction.com
Warner Construction
1530 Tilco Drive
Frederick, MD 21704

RE: Administration Offices – Westminster, MD
Keystruct Proposed Change Order #2 R1 for Job# 20-50-002

Dear Jake:

Keystruct Construction, Inc. is pleased to submit our quotation to furnish the labor, equipment, materials, and installation necessary to perform the following items of work in accordance with RFI #52 answers as described below.

SCOPE OF WORK

- Remove existing bracing at three (3) locations
- Add new angle bracing at end of units
- Daily and final clean up

THE PRICE FOR THIS SCOPE OF WORK WOULD BE $3,216.00
(Three Thousand Two Hundred Sixteen Dollars and No/100..... Dollars)

Fabricated Materials	$430.04
Installation Labor	$1,550.00
Lift Rental	$822.00
Cost	$2,802.04
10% OH	$280.20
ST	$3,082.24
5% Profit	$154.11
Total	$3,236.36

Thank you for the opportunity to submit this price quotation. If you have any questions, or if I may be of further assistance, please do not hesitate to contact me.

Sincerely yours,

Stephen T. Dukehart
Estimator – Steel Division

Cc: File

Work Order #6

Invoice: 100-393

April 30, 2020

Warner Construction
1530 Tilco Dr Suite A
Frederick, MD 21704

Attention: Mike Obrien (Project Superintendent)

Re: **City of Westminster Administrative Office**
45 West Main St
Westminster, MD 21157

Provide labor and material to add Bulkhead at storefront per FRP 5.

MMJ Ticket #: **RFI:** **0**
PCO: **CCD**

We are submitting additional cost proposals for change order work, based on changes to MMJ Construction, LLC original contract documents and scope of work. We are providing material and necessary equipment to complete this work per schedule.

Work Description:

Provide labor and material to install 23 L/F of 20ga 6"x3' Stud at storefront per RFP 5. Work requested and directed by GC.

	Men	Hrs	U. Price	Totals
Foreman Supervision		-	$ 45.00	$ -
Mechanics	2.00	22.00	$ 45.00	$ 1,980.00
Finishers	1.00	22.00	$ 45.00	$ 990.00
Labor		-	$ 22.00	$ -
Materials	**Qty**	**Ea.**	**U. Price**	**Totals**
20ga 6"x10' Stud	18.00	1.00	$ 4.95	$ 89.10
20ga 6"x10' Track	5.00	1.00	$ 4.93	$ 24.65
5/8"x10' Type X Drywall	5.00	1.00	$ 13.00	$ 65.00
Delivery & Stocking	1.00	1.00	$ 156.00	$ 156.00

Subtotal Is	$	3,304.75
Bond 1.2%	$	-
Overhead 10%	$	330.48
Profit 5%	$	165.24
Total Change Order Is	$	3,800.46

Authorized Signature: _____ Date: _____

Name & Title of Person Signing: _____

Please review this information and feel free to call me with any questions.

Submitted by,
John Lopez
Project Manager

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 21
Date: 6/16/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: RFP#12- RFI#39 Deduct for Line Sizes

We are pleased to offer the following pricing to make the following changes:

Deduct line sizes

The total amount to provide this work is ..... $-466.54
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 0 days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at .

Submitted by:

Approved by: _____

Date: _____

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request 21 Price Breakdown
Continuation Sheet

Description: RFP#12- RFI#39 Deduct for Line Sizes

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing						$-466.54		$-466.54

Subtotal: **$-466.54**

Total: **$-466.54**

gba

May 20, 2020

Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

Attn: Mr. Jake Fields

Re: City of Westminster Administrative Offices
Request for Proposal – 12 – Credit for Plumbing Line Size Changes – RFI 39

Dear Mr. Fields;

I request herein a change order proposal from your firm to provide the following modifications to the referenced contract:

> Per RFI-39, branch piping on the 2nd floor feeding P-4 and P-6 have been reduced to 1/2" lines; from the 2" cold and 1" hot lines shown in the contract documents. Contractor shall provide a credit for the reduced materials cost.

If you have any questions don't hesitate to call on me.

Sincerely,

James McArthur

Cc: Barbara Matthews
20564 RFP

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request

To: Jake Fields
Warner Construction
1530 Tilco Dr
Suite A
Frederick, MD 21704
Ph: (301)696-0525 Fax: (301)696-0530

Number: 3
Date: 6/16/20
Job: 19-01-0230 Westminster City Admin
Phone:

Description: Pricing on deduct of Line Sizes to 2nd Floor fixtures RFI-39

We are pleased to offer the following pricing to make the following changes:

Credit for the plumbing scope of work to install 1/2" service piping to fixtures on the 2nd floor instead of 2" and 1 1/4" as shown on the contract drawings.

All other scopes of work are excluded from this proposal

This change order proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract.

The total amount to provide this work is ..... $-466.54
(Please refer to attached sheet for details.)

The schedule will be N/A.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)662-5387.

Submitted by: Scott Scherer
Warner Mechanical

Approved by: _____

Date: _____

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request 3 Price Breakdown
Continuation Sheet

Description: Pricing on deduct of Line Sizes to 2nd Floor fixtures RFI-39

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Aboveground Plumbing Line Size Credit	2.00	$-65.00	$-130.00	$-314.32				$-444.32

		Subtotal:	**$-444.32**
profit	$444.32	-5.00%	$-22.22
		Total:	**$-466.54**

FERGUSON | WOLSELEY INDUSTRIAL GROUP

FERGUSON ENTERPRISES LLC #002
11730 BALTIMORE AVENUE
BELTSVILLE, MD 20705-0000

Phone: 240-264-3600
Fax: 240-264-3601

Deliver To:
From: Ryan Wilkinson
Comments:

16:00:21 JUN 15 2020

FERGUSON ENTERPRISES #1300
Price Quotation
Phone: 240-264-3600
Fax: 240-264-3601

Bid No: B468507
Bid Date: 06/15/20
Quoted By: RDW

Cust Phone: 301-662-5387
Terms: NET 10TH PROX

Customer: R W WARNER INC
217 MONROE AVENUE
FREDERICK, MD 21701

Ship To: R W WARNER INC
217 MONROE AVENUE
FREDERICK, MD 21701

Cust PO#:

original material cost

Job Name: MATERIAL

Item	Description	Quantity	Net Price	UM	Total
LHARDK10	2 X 10 L HARD COP TUBE	30	610.949	C	183.28
CTKKD	2X2X1/2 WROT CXCXC TEE	1	13.260	EA	13.26
C9D	1/2 WROT CXC 90 ELL 5/8 OD	2	0.437	EA	0.87
C9K	2 WROT CXC 90 ELL 2-1/8 OD	5	9.940	EA	49.70
LHARDH10	1-1/4 X 10 L HARD COP TUBE	30	299.079	C	89.72
C9H	1-1/4 WROT CXC 90 ELL 1-3/8 OD BELTSVILLE STOCK*****	6	3.499	EA	20.99

Net Total:	$357.82
Tax:	$21.47
Freight:	$0.00
Total:	$379.29

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=49&on=84289

FERGUSON | WOLSELEY INDUSTRIAL GROUP

FERGUSON ENTERPRISES #2020
4501 HOLLINS FERRY ROAD
SUITE 120
BALTIMORE, MD 21227-4618
Phone: 443-543-1300
Fax: 410-242-4893

Deliver To: .
From: Nick Kelly
Comments:

16:01:03 JUN 15 2020

FERGUSON ENTERPRISES #1300
Price Quotation
Phone: 443-543-1300
Fax: 410-242-4893

Bid No: B468517
Bid Date: 06/15/20
Quoted By: NJK

New material cost

Cust Phone: 301-662-5387
Terms: NET 10TH PROX

Customer: R W WARNER INC
217 MONROE AVENUE
WESTMINSTER ADMIN PROJECT
FREDERICK, MD 21701

Ship To: R W WARNER INC
45 WEST MAIN ST
WESTMINSTER ADMIN PROJECT
.
WESTMINSTER, MD 21157

Cust PO#:

Job Name: WESTMINSTER ADMIN PROJECT

Item	Description	Quantity	Net Price	UM	Total	Cust-Cd
C9D	1/2 WROT CXC 90 ELL 5/8 OD	11	0.437	EA	4.81	2CPR9E
LHARDD20	1/2 X 20 L HARD COP TUBE	60	92.921	C	55.75	
CTD	1/2 WROT CXCXC TEE 5/8 OD	1	0.733	EA	0.73	2CPRTE

Net Total:	$61.29
Tax:	$3.68
Freight:	$0.00
Total:	$64.97

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=49&on=588403

gba

ARCHITECTS RESPONSE TO RFI

To: Jake Fields Warner Construction 1530 Tilco Drive, Suite A Frederick, MD 21704	GBA Job Number: 20564	RFI No: 31
	Response Date: 4/7/2020	RFI Date: 4/6/2020
	Project: City of Westminster Administrative Building From: Jim McArthur	

Question:

On drawings P103 shows an existing storm drain in Server Room 214 to remain. Usually there are to be no drains or water running over head in that room due to any water leaks could cause damage to electrical equipment. Please advise on how the project would like to proceed by COB Friday 4/10 to avoid any potential delays to the project.

Response:

Contractor shall provide drip pan, drain line, and leak detector kit. Drip pan shall be installed below roof drain and all horizontal piping within the server room; 1" tall sides. Drain line to empty into floor sink in Janitor 212. Provide attached leak detector kit – Model: WD3-LP-D2-A (or approved equal) – to be installed as per manufacturer's recommendations.

NOTE: The clarifications submitted herewith shall be incorporated in the work with no change in the Contract cost or time for completion. If the Contractor contends that the clarification requires a change in the Contract price or Contract time for completion, the Contractor shall initiate action as stipulated in the Contract Documents for "Changes in the Work" before commencing with the revision work.

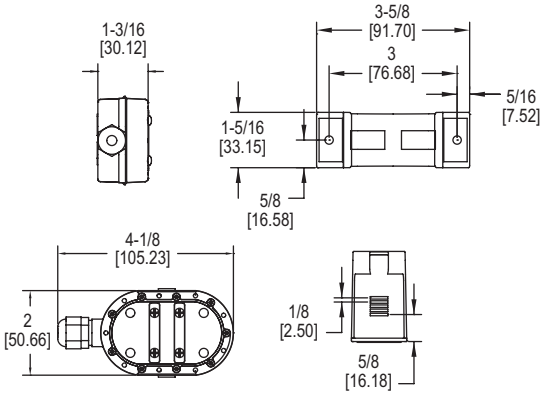
Series Series WD3 Water Leak Detector

Specifications - Installation and Operating Instructions

WD3-BP

WD3-LP

Bracket



WD3 Bracket

The **Series WD3 Water Leak Detector** protects equipment from water damage by detecting the presence of water in drip pans in air handler units, under raised floors in data centers, or on floors around sump pumps and drains. Water is detected once it reaches a level that bridges the two conductive strips on the bottom of the housing. Depending on the model ordered, audible and visual alerts provide local indication of the alarm condition and an internal switch will give remote indication or control to prevent further build up of water.

For applications where power is not available, the Model WD3-BP-D1-A is battery powered. Otherwise, either AC or DC supply voltages can be used to power the water detector. The sensing height can be adjusted to as low as 1/32″ using the included adjustable mounting bracket. The mounting bracket can attach to any flat surface by either using the attached adhesive strips or mounting screws.

INSTALLATION

Mounting

The Series WD3 mounts horizontally using an adjustable mounting bracket that allows detection from 1/32″ up to 17/32″. The tabs on the side of the water detector fit into the slots on the bracket as shown in Figure 1. The mounting bracket mounts to the drip pan or flat surface by either the attached adhesive strips or using two #6 or #8 screws.

Figure 1: Mounting WD3 to Mounting Bracket

NOTICE Before attaching the mounting bracket to the desired surface, the Series WD3 will need to be attached to the mounting bracket. The adhesive is very strong and is not easily removed once attached.

SPECIFICATIONS

Service: Water or conductive fluids.
Minimum Sensing Gap: 1/32″.
Switch Type: Battery powered models: SPST NO SSR; External powered models: DPDT relay.
Electrical Ratings: Battery powered model: Pilot duty rating 250 mA @ 24 VDC; External powered models: 1A @ 24 VAC/DC.
Audible Alarm: At least 85 dB @ 1 foot distance (depends on model).
Visual Alarm: Red LED for water level; Yellow LED for low battery (battery powered models only); Green LED for power condition (external powered models only).
Temperature Limits: 32 to 122°F (0 to 50°C).
Power Requirements: Battery Powered Model: 3V CR2450 lithium metal battery, installed functional, user replaceable; External Powered Models: 24 VAC ±10%, 11-27 VDC.
Power Consumption: Battery powered model: 0.9 mA steady state / 3.0 mA during alarm condition; External powered models: 30 mA steady state / 85 mA during alarm condition.
Battery Life: 5 years steady state / 48 hours during alarm condition.
Electrical Connections: 4.9 ft (1.5 m), 22 AWG, PVC, UL plenum rated cable (10 ft (3 m) cable on WD3-LP-D2-10 model).
Enclosure Material: ABS and polycarbonate with flammability classification UL 94 V-0.
Enclosure Rating: Audible alarm models: Water-tight up to 3/4 of the body height; Non-audible alarm models: NEMA 6P (IP 68) submersible.
Weight: 4.85 oz (137.5 g).
Agency Approvals: CE.

Replacing Batteries (Battery Powered Model Only)

When the battery is low, a yellow warning LED will begin to flash and an audible alarm will sound every 300 seconds to alert that it is time to change the battery. Using a large flat head screw driver, turn the battery cover 1/4 turn in the direction of the arrows on the cover. Remove the battery cover by lifting it up. Remove the coin cell battery from its compartment. Insert a new 3V CR2450 coin cell battery in the compartment with the positive (+) side of the battery facing up. Replace the battery cover and twist the cover using the large flat head screw driver in the opposite direction of the arrows on the cover.

MODEL CHART				
Model	**Output**	**Power**	**Audible Alarm**	**Cable Length**
WD3-BP-D1-A	SPST NO SSR	Battery	Yes	4.9 ft (1.5 m)
WD3-LP-D2	DPDT Relay	24 VAC ±10%, 11-27 VDC	No	4.9 ft (1.5 m)
WD3-LP-D2-A	DPDT Relay	24 VAC ±10%, 11-27 VDC	Yes	4.9 ft (1.5 m)
WD3-LP-D2-10	DPDT Relay	24 VAC ±10%, 11-27 VDC	No	10 ft (3 m)

Wiring

The wires in the 4.9 ft (1.5 m) or 10 ft (3 m) model dependent cable for the Series WD3 are color coded to reduce wiring errors. For battery powered models, Figure 2 has the wiring diagram. For external powered models, Figure 3 has the wiring diagram.

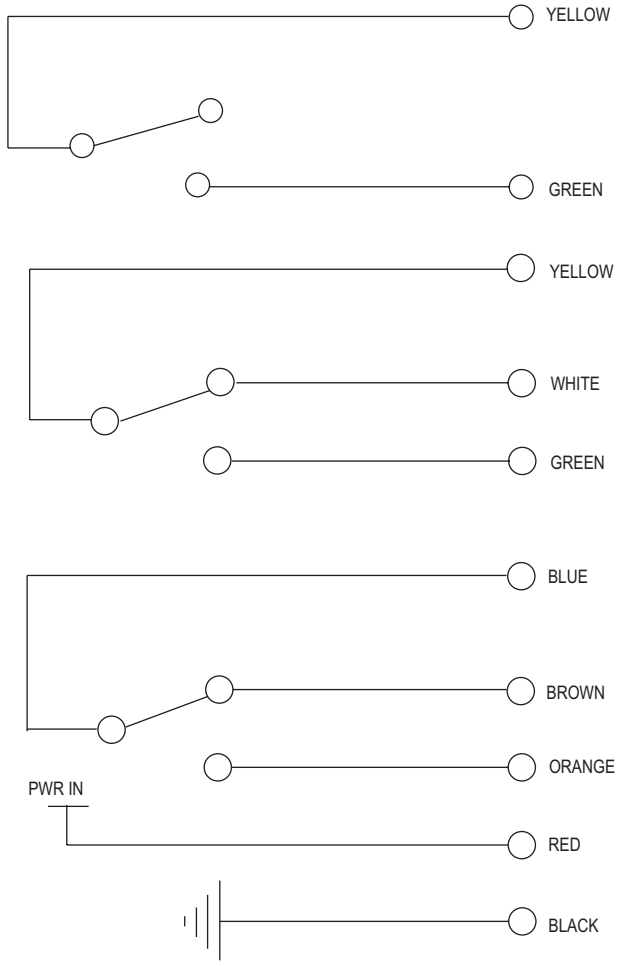


Figure 3: Wiring for WD3-LP-D2, WD3-LP-D2-A and WD3-LP-D2-10

Operation

After mounting and wiring the Series WD3, it is ready for operation. The water is detected when it bridges the two conducting strips on the bottom of the unit. Upon detecting water, the relay contact will close and a red LED will begin to flash. On models with the built in annunciator, the annunciator will begin to chirp until the water bridge between the conducting strips evaporates. After water evaporates, the relay contacts will return to their normal state.

LED Indicators

For Models WD3-LP-D2, WD3-LP-D2-A and WD3-LP-D2-10
Green – On when power is supplied to the unit
Red – On when water is detected

For Model WD3-BP-D1-A
Yellow – On when low battery condition is detected
Red – On when water is detected

MAINTENANCE/REPAIR

Upon final installation of the Series WD3 no routine maintenance is required. The Series WD3 is not field serviceable with the exception of replacing the batteries on battery powered model and should be returned if repair is needed. Field repair should not be attempted and may void warranty.

WARRANTY/RETURN

Refer to “Terms and Conditions of Sales” in our catalog and on our website. Contact customer service to receive a Return Goods Authorization number before shipping the product back for repair. Be sure to include a brief description of the problem plus any additional application notes.

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Printed in U.S.A. 2/20
FR# 444159-00 Rev.3

DWYER INSTRUMENTS, INC.
P.O. BOX 373 • MICHIGAN CITY, INDIANA 46360, U.S.A.

Phone: 219/879-8000 **www.dwyer-inst.com**
Fax: 219/872-9057 **e-mail: info@dwyermail.com**

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 20
Date: 6/8/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: RFI#31 Pricing

We are pleased to offer the following pricing to make the following changes:
Installation of new drip pan, drain line and leak detector kit below roof drain

The total amount to provide this work is $1,551.52
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 0 days.

This proposal is valid if accepted within 30 days.
If you have any questions, please contact me at (301)696-0525.

Submitted by: Jake Fields
Warner Construction

Approved by: _____

Date: _____

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request 20 Price Breakdown
Continuation Sheet

Description: RFI#31 Pricing

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing					$1,477.64			$1,477.64

		Subtotal:	**$1,477.64**
Warner Fee	$1,477.64	5.00%	$73.88
		Total:	**$1,551.52**

gba

ARCHITECTS RESPONSE TO RFI

To: Jake Fields Warner Construction 1530 Tilco Drive, Suite A Frederick, MD 21704	GBA Job Number: 20564	RFI No: 31
	Response Date: 4/7/2020	RFI Date: 4/6/2020
	Project: City of Westminster Administrative Building From: Jim McArthur	

Question:

On drawings P103 shows an existing storm drain in Server Room 214 to remain. Usually there are to be no drains or water running over head in that room due to any water leaks could cause damage to electrical equipment. Please advise on how the project would like to proceed by COB Friday 4/10 to avoid any potential delays to the project.

Response:

Contractor shall provide drip pan, drain line, and leak detector kit. Drip pan shall be installed below roof drain and all horizontal piping within the server room; 1" tall sides. Drain line to empty into floor sink in Janitor 212. Provide attached leak detector kit – Model: WD3-LP-D2-A (or approved equal) – to be installed as per manufacturer's recommendations.

NOTE: The clarifications submitted herewith shall be incorporated in the work with no change in the Contract cost or time for completion. If the Contractor contends that the clarification requires a change in the Contract price or Contract time for completion, the Contractor shall initiate action as stipulated in the Contract Documents for "Changes in the Work" before commencing with the revision work.

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request

To: Jake Fields
Warner Construction
1530 Tilco Dr
Suite A
Frederick, MD 21704
Ph: (301)696-0525 Fax: (301)696-0530

Number: 1
Date: 5/27/20
Job: 19-01-0230 Westminster City Admin
Phone:

Description: pan under plumbing lines in IT/Electrical room

We are pleased to offer the following pricing to make the following changes:

Plumbing scope of work provided to furnish and install drip pan, drain line, and leak detector kit. Drip pan shall be installed below roof drain and all horizontal piping within the server room; 1 tall sides. Drain line to empty into floor sink in Janitor 212. Provide leak detector kit Model: WD3-LP-D2-A (or approved equal) to be installed as per manufacturers recommendations

All other scopes of work are exclude from this proposal

This change order proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract.

The total amount to provide this work is $1,477.64
(Please refer to attached sheet for details.)

Please note that Warner Mechanical will require an extra 1 day.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)662-5387.

Submitted by: Scott Scherer
Warner Mechanical

Approved by: _____

Date: _____

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request 1 Price Breakdown
Continuation Sheet

Description: pan under plumbing lines in IT/Electrical room

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Sheetmetal Sub						$604.00		$604.00
Aboveground Plumbing Pipe	8.00	$65.00	$520.00	$160.90				$680.90

		Subtotal:	**$1,284.90**
OH&P	$1,284.90	15.00%	$192.74
		Total:	**$1,477.64**

FERGUSON | WOLSELEY INDUSTRIAL GROUP

FERGUSON ENTERPRISES #2020
4501 HOLLINS FERRY ROAD
SUITE 120
BALTIMORE, MD 21227-4618
Phone: 443-543-1300
Fax: 410-242-4893

Deliver To:
From: **Ryan Wilkinson**
Comments:

13:56:51 JUN 05 2020

FERGUSON ENTERPRISES #1300
Price Quotation
Phone: 443-543-1300
Fax: 410-242-4893

Bid No: B447118
Bid Date: 06/05/20
Quoted By: RDW

Cust Phone: 301-662-5387
Terms: NET 10TH PROX

Customer: R W WARNER INC
217 MONROE AVENUE
WESTMINSTER ADMIN PROJECT
FREDERICK, MD 21701

Ship To: R W WARNER INC
217 MONROE AVENUE
WESTMINSTER ADMIN PROJECT
FREDERICK, MD 21701

Cust PO#:

Job Name: WESTMINSTER ADMIN PROJECT

Item	Description	Quantity	Net Price	UM	Total
TNHPJ10	1-1/2X10 NH SOIL PIPE TYLER	20	428.730	C	85.75
F1056150	1-1/2 CI PVC X 1-1/2 CI PVC COUP	1	3.058	EA	3.06
TNH9J	1-1/2 NH CI 1/4 BEND	3	5.828	EA	17.48

Net Total:	$106.29
Tax:	$6.38
Freight:	$0.00
Total:	$112.67

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

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Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=49&on=588403

Quotation

QUOTE DATE	QUOTE NUMBER
05/27/20	S025304866

QUOTED BY:
027 HAJOCA BALTIMORE
4730 HOLLINS FERRY RD
BALTIMORE MD 21227-4619
410-242-8990 Fax 410-536-8177

PAGE NO.: 1 of 1

Printed : 12:57:34 27 MAY 2020

027 HAJOCA BALTIMORE
4730 HOLLINS FERRY RD
BALTIMORE MD 21227-4619
410-242-8990 Fax 410-536-8177

QUOTE TO:
R W WARNER INC
217 MONROE AVE
FREDERICK, MD 21701-3113

SHIP TO:
CITY OF WESTMINSTER ADMIN.
45 WEST MAIN ST.
WESTMINSTER, MD 21157-4815

301-662-5387

QUOTED FOR	CUSTOMER PURCHASE ORDER NUMBER	CUSTOMER RELEASE NUMBER	SALESPERSON
	LEAK DETECTION		Kenneth Fowler

WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT ALLOWED
Kenneth Fowler	OT OUR TRUCK	NET 30 DAYS	07/11/20	No

QUOTE QTY	OUR PART#	DESCRIPTION	Net Prc	Ext Prc
1ea	2096084	DWYER INSTRUMENTS WD3-LP-D2-A LEAK DETECTION KIT	45.500/ea	45.50
1ea	1460462	55100 INCOMING FREIGHT CHARGES PLUS FREIGHT	0.000/ea	0.00
		TAXES NOT INCLUDED		

Prices contained in this quote are the prices in effect at the time of quotation, and are subject to change at any time. We are not responsible for inaccurate quantity descriptions. Quantities should be checked against plans and specifications for accuracy. Special order material is non-cancellable. We are not responsible for delays not within our control.

Subtotal	45.50
Bid Total	45.50

CHANGE ORDER PROPOSAL

KAEMPF&HARRIS SHEET METAL

217 - A Monroe Avenue
Frederick, Maryland 21701
(301) 663-6670

April 30, 2020		Job # :	19-50-0230
To:	Warner Mechanical 217 Monroe Ave Frederick, MD		
Attn:	Scott Scherer		
Project :	Westminster Admin		
Reference:	Drain Pan		
MC #		KH CO #	3

Gentlemen:

We enclose a breakdown of costs associated with the above referenced contract documents.

The total net change to our contract is $ 604.00

Exclusions: All exclusions per base contract agreement, special color or finishes.

This change order proposal covers only the direct costs associated with change order work described above. We reserve the right to assess the impact of this change order at a later date and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same Terms and Conditions as that included in the original contract.

An extension of 0 calendar days is required.

This proposal is for acceptance within thirty (30) days and is subject to escalation thereafter.

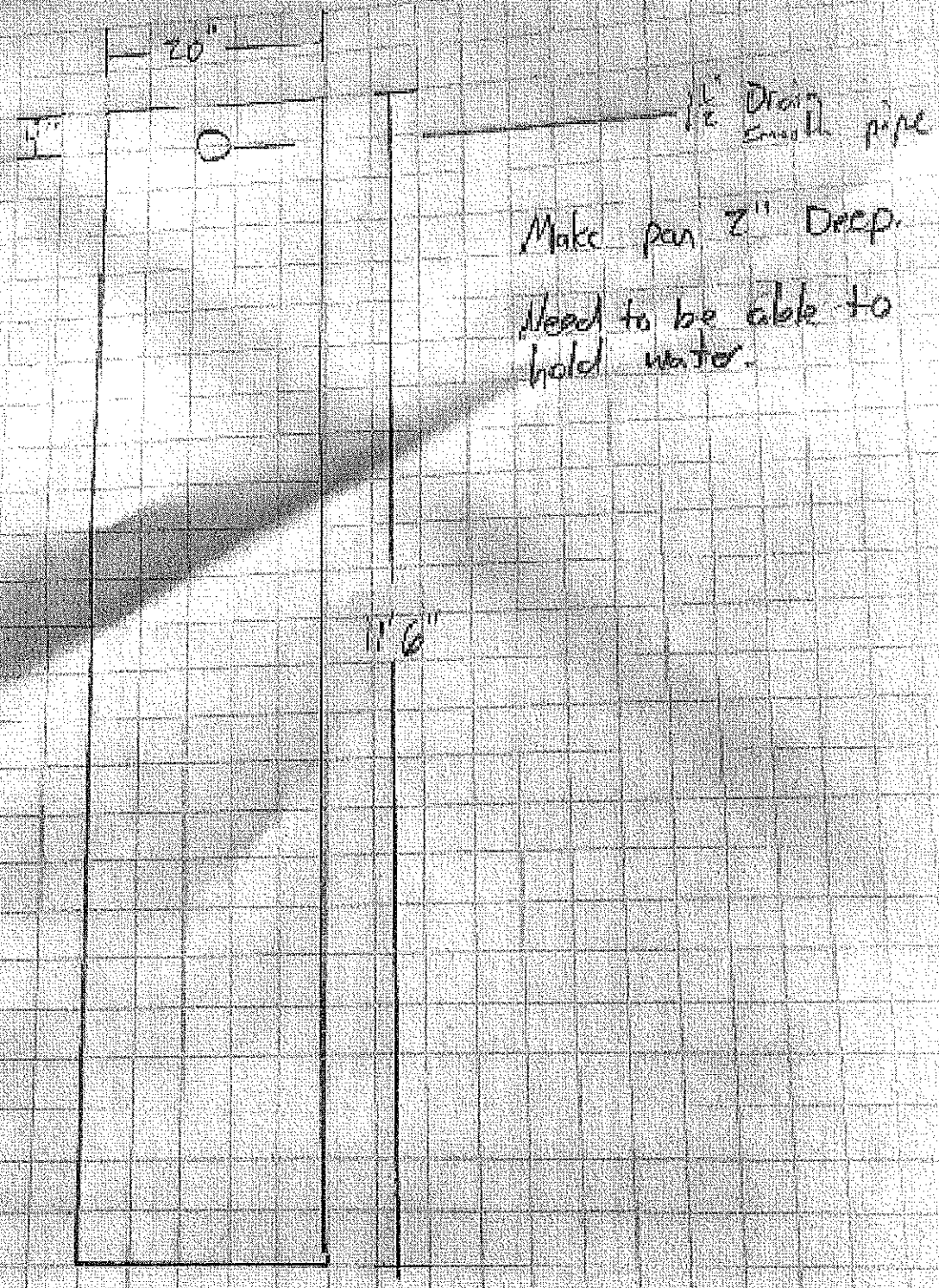
☐ We are proceeding with the changes per your written directive and request that a change order meeting be scheduled as soon as possible to settle all costs accordingly.

☑ Please advise in writing if we are to proceed with this change order. Upon issuance of the Notice to Proceed we also request that a change order meeting be scheduled as soon as possible to settle all costs accordingly.

Respectfully,
Kaempf & Harris Sheet Metal

Bryan McDermott

Bryan McDermott


20"
5"
1½" Drain Small pipe
Make pan 2" Deep.
Need to be able to hold water.
1'6"

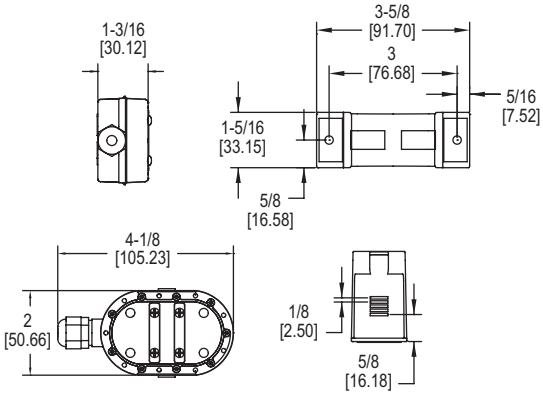
Series Series WD3 Water Leak Detector

Specifications - Installation and Operating Instructions

WD3-BP

WD3-LP

Bracket



WD3 Bracket

The **Series WD3 Water Leak Detector** protects equipment from water damage by detecting the presence of water in drip pans in air handler units, under raised floors in data centers, or on floors around sump pumps and drains. Water is detected once it reaches a level that bridges the two conductive strips on the bottom of the housing. Depending on the model ordered, audible and visual alerts provide local indication of the alarm condition and an internal switch will give remote indication or control to prevent further build up of water.

For applications where power is not available, the Model WD3-BP-D1-A is battery powered. Otherwise, either AC or DC supply voltages can be used to power the water detector. The sensing height can be adjusted to as low as 1/32″ using the included adjustable mounting bracket. The mounting bracket can attach to any flat surface by either using the attached adhesive strips or mounting screws.

INSTALLATION

Mounting

The Series WD3 mounts horizontally using an adjustable mounting bracket that allows detection from 1/32″ up to 17/32″. The tabs on the side of the water detector fit into the slots on the bracket as shown in Figure 1. The mounting bracket mounts to the drip pan or flat surface by either the attached adhesive strips or using two #6 or #8 screws.

Figure 1: Mounting WD3 to Mounting Bracket

NOTICE Before attaching the mounting bracket to the desired surface, the Series WD3 will need to be attached to the mounting bracket. The adhesive is very strong and is not easily removed once attached.

SPECIFICATIONS

Service: Water or conductive fluids.
Minimum Sensing Gap: 1/32″.
Switch Type: Battery powered models: SPST NO SSR; External powered models: DPDT relay.
Electrical Ratings: Battery powered model: Pilot duty rating 250 mA @ 24 VDC; External powered models: 1A @ 24 VAC/DC.
Audible Alarm: At least 85 dB @ 1 foot distance (depends on model).
Visual Alarm: Red LED for water level; Yellow LED for low battery (battery powered models only); Green LED for power condition (external powered models only).
Temperature Limits: 32 to 122°F (0 to 50°C).
Power Requirements: Battery Powered Model: 3V CR2450 lithium metal battery, installed functional, user replaceable; External Powered Models: 24 VAC ±10%, 11-27 VDC.
Power Consumption: Battery powered model: 0.9 mA steady state / 3.0 mA during alarm condition; External powered models: 30 mA steady state / 85 mA during alarm condition.
Battery Life: 5 years steady state / 48 hours during alarm condition.
Electrical Connections: 4.9 ft (1.5 m), 22 AWG, PVC, UL plenum rated cable (10 ft (3 m) cable on WD3-LP-D2-10 model).
Enclosure Material: ABS and polycarbonate with flammability classification UL 94 V-0.
Enclosure Rating: Audible alarm models: Water-tight up to 3/4 of the body height; Non-audible alarm models: NEMA 6P (IP 68) submersible.
Weight: 4.85 oz (137.5 g).
Agency Approvals: CE.

Replacing Batteries (Battery Powered Model Only)

When the battery is low, a yellow warning LED will begin to flash and an audible alarm will sound every 300 seconds to alert that it is time to change the battery. Using a large flat head screw driver, turn the battery cover 1/4 turn in the direction of the arrows on the cover. Remove the battery cover by lifting it up. Remove the coin cell battery from its compartment. Insert a new 3V CR2450 coin cell battery in the compartment with the positive (+) side of the battery facing up. Replace the battery cover and twist the cover using the large flat head screw driver in the opposite direction of the arrows on the cover.

MODEL CHART				
Model	**Output**	**Power**	**Audible Alarm**	**Cable Length**
WD3-BP-D1-A	SPST NO SSR	Battery	Yes	4.9 ft (1.5 m)
WD3-LP-D2	DPDT Relay	24 VAC ±10%, 11-27 VDC	No	4.9 ft (1.5 m)
WD3-LP-D2-A	DPDT Relay	24 VAC ±10%, 11-27 VDC	Yes	4.9 ft (1.5 m)
WD3-LP-D2-10	DPDT Relay	24 VAC ±10%, 11-27 VDC	No	10 ft (3 m)

Wiring

The wires in the 4.9 ft (1.5 m) or 10 ft (3 m) model dependent cable for the Series WD3 are color coded to reduce wiring errors. For battery powered models, Figure 2 has the wiring diagram. For external powered models, Figure 3 has the wiring diagram.

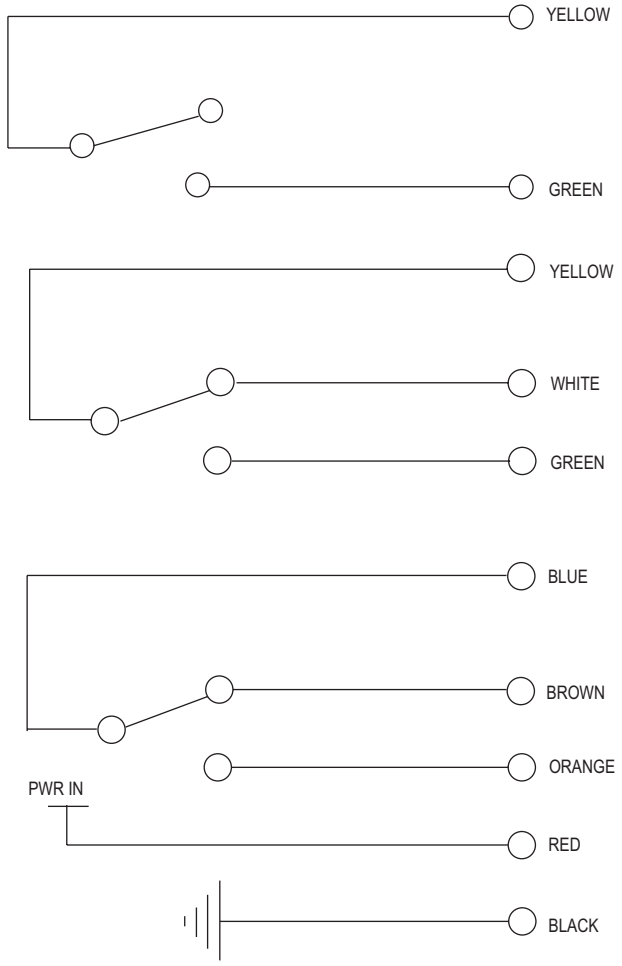


Figure 3: Wiring for WD3-LP-D2, WD3-LP-D2-A and WD3-LP-D2-10

Operation

After mounting and wiring the Series WD3, it is ready for operation. The water is detected when it bridges the two conducting strips on the bottom of the unit. Upon detecting water, the relay contact will close and a red LED will begin to flash. On models with the built in annunciator, the annunciator will begin to chirp until the water bridge between the conducting strips evaporates. After water evaporates, the relay contacts will return to their normal state.

LED Indicators

For Models WD3-LP-D2, WD3-LP-D2-A and WD3-LP-D2-10
Green – On when power is supplied to the unit
Red – On when water is detected

For Model WD3-BP-D1-A
Yellow – On when low battery condition is detected
Red – On when water is detected

MAINTENANCE/REPAIR

Upon final installation of the Series WD3 no routine maintenance is required. The Series WD3 is not field serviceable with the exception of replacing the batteries on battery powered model and should be returned if repair is needed. Field repair should not be attempted and may void warranty.

WARRANTY/RETURN

Refer to “Terms and Conditions of Sales” in our catalog and on our website. Contact customer service to receive a Return Goods Authorization number before shipping the product back for repair. Be sure to include a brief description of the problem plus any additional application notes.

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1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 22
Date: 6/16/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: RFP#14-Isolation Valves

We are pleased to offer the following pricing to make the following changes:

Furnish and install Hydronic Isolation Valves on each floor

The total amount to provide this work is $28,225.32
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 3 days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at .

Submitted by:

Approved by: _____

Date: _____

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request 22 Price Breakdown
Continuation Sheet

Description: RFP#14-Isolation Valves

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing						$25,920.30		$25,920.30

		Subtotal:	**$25,920.30**
Warner Fee	$25,920.30	5.00%	$1,296.02
General Conditions	$25,920.30	3.89%	$1,009.00
		Total:	**$28,225.32**

gba

ARCHITECTS RESPONSE TO RFI

To: Jake Fields Warner Construction 1530 Tilco Drive, Suite A Frederick, MD 21704	GBA Job Number: 20564	RFI No: 47
	Response Date: 5/20/2020	RFI Date: 5/6/2020
	Project: City of Westminster Administrative Building From: Jim McArthur	

Question:
The mechanical contract drawings show the risers feeding from the mechanical room on the ground floor feeding up the risers behind the elevator on the 1963 side of the building and going up to the 1st and 2nd floors. There are no isolation valves shown per floor isolating each floor (This is the same for the 1977 side of the building also). Does the owner want each floor to be isolated?

Response:
The Owner has expressed interest in having the additional isolation valves installed. The Contractor shall provide the cost associated with this change before final direction will be given.

NOTE: The clarifications submitted herewith shall be incorporated in the work with no change in the Contract cost or time for completion. If the Contractor contends that the clarification requires a change in the Contract price or Contract time for completion, the Contractor shall initiate action as stipulated in the Contract Documents for "Changes in the Work" before commencing with the revision work.

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request

To: Jake Fields
Warner Construction
1530 Tilco Dr
Suite A
Frederick, MD 21704
Ph: (301)696-0525 Fax: (301)696-0530

Number: 4
Date: 6/16/20
Job: 19-01-0230 Westminster City Admin
Phone:

Description: Isolation Valves for Westminster Change Request

We are pleased to offer the following pricing to make the following changes:

Scope to provide isolation valves between floors on the Westminster Admin Project

Pricing for additional for Hydronic isolation valves and added labor to install.
2- 2 1/2 Valves
16- 2 Valves
2- 1 1/2 Valves
6- 1 1/4 Valves

All other scopes of work are excluded from this proposal

This change order proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order and to submit these costs as they become known. It is anticipated that all work required by this change will be done on a straight time basis. Premium time work, if required, must be directed in writing and all costs shall be billed as an additional item. The work covered by this change order shall be performed under the same terms and conditions as that included in the original contract.

The total amount to provide this work is $25,920.30
(Please refer to attached sheet for details.)

Please note that Warner Mechanical will require an extra 5 days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)662-5387.

Submitted by: Scott Scherer
Warner Mechanical

Approved by: _____

Date: _____

217 Monroe Avenue
Frederick, MD 21701
Ph (301)662-5387 Fax (301)698-0451

Change Request 4 Price Breakdown
Continuation Sheet

Description: Isolation Valves for Westminster Change Request

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
HVAC Piping addition of Isolation Valves	30.00	$65.00	$1,950.00	$19,289.39				$21,239.39
Insulation Sub reusable wraps and installation per Specs						$1,300.00		$1,300.00

		Subtotal:	**$22,539.39**
OH&P	$22,539.39	15.00%	$3,380.91
		Total:	**$25,920.30**

Scott Scherer

From: Michael.McDonald2@ferguson.com
Sent: Monday, June 15, 2020 4:28 PM
To: Michael.McDonald2@ferguson.com
Subject: Email Bid# B453956

Price Quotation # B453956

FERGUSON ENTERPRISES #2020

4501 HOLLINS FERRY ROAD
SUITE 120
BALTIMORE, MD 21227-4618
Phone : 443-543-1300
Fax : 410-242-4893

Bid No.....: B453956
Bid Date...: 06/09/20
Quoted By: MTM
Customer.: R W WARNER INC
217 MONROE AVENUE
WESTMINSTER ADMIN PROJECT
FREDERICK, MD 21701

Cust Phone: 301-662-5387
Terms.....: NET 10TH PROX
Ship To.....: R W WARNER INC
217 MONROE AVENUE
WESTMINSTER ADMIN PROJECT
FREDERICK, MD 21701

Cust PO#..:

Job Name.: WESTMINSTER ADMIN PROJECT

Item	Description	Quantity	Net Price	UM	Total
M1590TL	*NP 2-1/2 BRZ 150# SWT TFE UB GLOBE	2	1442.715	EA	2885.43
M1590TK	*NP 2 BRZ 150# SWT TFE UB GLOBE	16	740.466	EA	11847.46
M1590TJ	*NP 1-1/2 BRZ 150# SWT TFE UB GLOBE	2	498.662	EA	997.32
M1590TH	*NP 1-1/4 BRZ 150# SWT TFE UB GLOBE	6	411.220	EA	2467.32

Subtotal:	$18197.53
Inbound Freight:	$0.00
Tax:	$1091.86
Order Total:	$19289.39

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this

document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Enter the following link to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=49&on=588403

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request

To: City Of Westminster
56 West Main Street
Westminster, MD 21157

Number: 24
Date: 7/8/20
Job: 19-10-0230 Westminster Admin. Building
Phone: 301-696-0525

Description: Elevator Emergency Battery

We are pleased to offer the following pricing to make the following changes:

Furnish and Install Emergency Battery

The total amount to provide this work is $2,258.03
(Please refer to attached sheet for details.)

Please note that Warner Construction will require an extra 0 days.

This proposal is valid if accepted within 30 days.

If you have any questions, please contact me at (301)696-0525.

Submitted by: Jake Fields
Warner Construction

Approved by: _____

Date: _____

1530 Tilco Drive, Suite A
Frederick, MD 21704
Ph (301)696-0525 Fax (301)696-0530

Change Request 24 Price Breakdown
Continuation Sheet

Description: Elevator Emergency Battery

Description	Hours	Rate	Labor	Material	Equipment	Subcontract	Other	Price
Elevators						$2,150.50		$2,150.50

		Subtotal:	**$2,150.50**
Warner Fee	$2,150.50	5.00%	$107.53
		Total:	**$2,258.03**

gba

July 15, 2020

Warner Construction
1530 Tilco Drive, Suite A
Frederick, MD 21704

Attn: Mr. Jake Fields

Re: City of Westminster Administrative Offices
Request for Proposal – 18 – Elevator Emergency Battery – Submittal 109r1

Dear Mr. Fields;

I request herein a change order proposal from your firm to provide the following modifications to the referenced contract:

> Per Submittal 109r1 review, the Contractor shall provide and install an emergency battery capable of rescue-service operation as required by code. Elevator will not be connected to emergency stand-by generator.

If you have any questions don't hesitate to call on me.

Sincerely,

James McArthur

Cc: Barbara Matthews
20564 RFP

gant • brunnett
ARCHITECTS

15 West Mulberry Street, Baltimore, Maryland 21201 • T 410.234.8444 • www.gba-architects.com

gba

SUBMITTAL REVIEW FORM

To:	Jake Fields	Submittal No.:	109
	Warner Construction	Contractor's Sub. No.:	14-24-05-2.0
Project:	Westminster Admin Offices 45 W Main Street Westminster, MD 21157	Date Reviewed:	5/8/2020
		Reviewed By:	Jim McArthur
		Project No.:	20-02 (GBA:20564)
Description:	Submittal No. 109 – Elevator – Product Data		

☐ NO EXCEPTIONS TAKEN
☐ REJECTED
☐ MAKE CORRECTIONS AS NOTED
☒ REVISE AND RESUBMIT
☐ INFORMATION ONLY

ABOVE ACTION IS TAKEN SUBJECT TO THE CONTRACT DOCUMENTS. THIS CHECK IS ONLY FOR REVIEW FOR GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS. SELECTING FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION AND COORDINATING HIS WORK WITH THAT OF OTHER TRADES.

ITEM	COMMENTS
	General Note: It is the responsibility of the Contractor to coordinate & verify all dimensional and design requirements associated with the substituted elevator.
	Emergency Power Provisions: Elevator to be provided with emergency battery power capable of rescue-service operation as required by code. Elevator will not be connected to emergency stand-by generator.
	Designated Stops: Designated Phase 1 Stop: 1 | Alternate Phase 1 Stop: G | Main Egress Designated Stop/Opening: 1
	Hoistway Information: Contractor to verify all dimensions.
	Masonry Entrance Arrangement: Wall type 'B' is scheduled to be 9-1/2".
	Elevator Cab Information: Contractor to confirm that proximity card reader provisions are provided.
	Sheet N1F881-CAB1: Top of handrail to be 36" AFF.
	Sheet N1F881-COP-APD: Proximity card reader provisions not indicated on elevation.
	Sheet N1F881-HALL-APD: Revise per Designated Phase 1 Stops above.
	Per Engineer's Review: Elevator motor shall be rated for 240V, 3-phase.

☒ RETURNED AS DIGITAL
☐ RETURNED AS ___ HARD COPIES

COPIES TO:	AMOUNT

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ARCHITECTS
15 W. Mulberry Street, Baltimore, Maryland 21201 • T 410.234.8444 • F 410-234-2964 • www.gba-architects.com

Otis Elevator Company

North American Area
1705 Twin Springs Road, Suite 110
Baltimore, MD 21227

July 8, 2020

Jake Fields
Warner Construction

Reference: Westminster Administrative OFB – Battery Back Up (Emergency Return Unit) Change Order

ADDITIONAL WORK/CHANGE ORDER **CONTRACT NO. N1F881**

CHANGE ORDER # CO1

Description of Additional Work/Change: Furnish and install 1 battery backups (emergency return units). In the event of a power loss the elevator will return to the lowest landing and open its doors allowing the passengers to exit in the event of a power loss. These are not required per code.

Work by Others: The disconnecting means required by the National Electrical Code shall be provided with an auxiliary contact with wiring to the controller [see ANSI/NFPA70-1996, section 620-91(c)]. The auxiliary contact is to be positively open when the main disconnecting means is open. The auxiliary contact shall cause the ERU power source to be disconnected from its load when the disconnecting means is in the open position. Size of main contacts to suit elevator power characteristics. Heat sensors, when used to automatically disconnect the main line power supply prior to the application of water from sprinklers, shall be provided with a normally closed contact with wiring from the sensing device to a controller designated by Otis. The normally closed contact shall be closed when the heat sensor is not activated and shall be open when the heat sensor is activated.

	$1,870
15%OHP	$280.50
	$2,150.50

Two Thousand One Hundred Fifty and 00/100 Dollars; ($2,150.00)

Schedule Impact: No Impact

Except as is modified herein, the terms and conditions of the referenced contract shall remain in full force and effect and shall apply to this additional work.

Customer:_____By:
_____ Title: _____ Date: _____

Approved, for Otis Elevator Company
_____, 20____

_____
Authorized Representative

To: Mayor and Common Council

From: Barbara B. Matthews, City Administrator

Date: July 23, 2020

Re: Consideration of RFP 4 for 45 West Main Project

Background

During the design phase of the 45 West Main Renovation Project, it was decided to omit cooling from the rear entrance stairwell, as it is not required by code to cool stairs. Introducing cooling warrants a specialized installation.

Although the stairwell is not required to be fire-rated for egress, the permit reviewer did insist that this stair be smoke-rated. This requires the cooling unit to be isolated from the remainder of the building, warranting its own supply and return system fitted with controlled smoke-dampers and sensors. RFP 4 provides for an additional roof top condenser, equipment, and associated ductwork to supply cooling to stairwell, if desired by the City.

The mechanical engineer, who is part of the project design team under Gant Brunnett Architects, raised this matter while reviewing the shop drawings from Warner Construction. Gant Brunnett Architects is requesting direction from the City as to whether to pursue RFP 4.

The Mayor and the members of the Finance Committee discussed this matter on July 16, 2020. The Committee deferred making a recommendation, pending receipt of further information in response to questions raised during the Committee meeting. Staff was directed to place this matter on the July 27, 2020 meeting agenda of the Mayor and Common Council so that the entire elected body could consider this matter.

Considerations

Gant Brunnett Architects notes that the new solar-control glazing will aid greatly in protecting the space from heat gain during the summer, with air exchange occurring regularly during ingress / egress through the building.

As noted above, the Finance Committee posed several questions at its meeting on July 16, 2020. Below are the Committee's questions and the responses provided by Gant Brunnett Architects.

Q: If we don't move forward with the work at this time, and subsequently find the conditions unbearable, what options would we have at that time to address the heating and cooling issues in the stairway?

A: Heating is provided via the cabinet unit heaters in the stairway, so that won't be an issue. As for cooling, the system that is described in RFP-4 is about as 'module' as it can get for introducing cooled air to the

space, and would be the best option if this feature was to be pursued in the future. Another option would be to have a small roof top unit (RTU) installed. This would be less obstructive than the ducted split system described in RFP-4, as all equipment would be mounted on the roof with just the ductwork going down into the space; however, RTU's are typically much more expensive and sized such that additional structural steel would likely need to be added. The ducted split system described in RFP-4 can be installed at a later time with some minor changes to limit the amount of disturbance to the finished building, but I believe this would still be the least invasive/most cost effective means of cooling the space. It is worth noting that if this is to be pursued in the future, the costs associated would likely be higher than the price Warner has provided due to the Contractor having to remove and reinstall any building finishes that conflict with the work; ceilings/light fixtures/ceiling clouds.

Q: Related to the bullet above, a Committee member asked if we could put one of those ductless cooling units in the space to address the issue as needed.

A: The code specifies that refrigerant lines cannot be installed/run within stairways. Although this stair is not fire rated, it still does function as an egress stair and must meet this requirement. With a ductless split system, the coils within the unit are classified as refrigerant lines, thus violating code. If that code did not exist, a ductless split system would be utilized.

Q: If the City abandons RFP 4 and the stairway is not climate controlled, do we risk damaging any equipment, etc. due to excessive heat, humidity, etc.?

A: The space will not get to the point where any equipment is at risk, it could just get a bit uncomfortable if left closed for prolonged periods of time during hot summer evenings. With regular use, the air will exchange a fair amount, easing any built-up humidity or warmth.

The Director of Public Works strongly recommends that the Mayor and Common Council consider acceptance of RFP 4. The City offices at 56 West Main initially did not have air conditioning in the foyer, and the City subsequently found conditions unacceptable. The building owner then moved forward with the installation of air conditioning. As noted by the project architect, a future installation of a cooling system in the rear stairwell would be more costly than doing the work as part of the current renovation project.

Pricing

If the City wishes to proceed with RFP 4, Gant Brunnett Architects will conduct an in-depth review of the RFP 4 pricing submitted by Warner Construction. At this juncture, the cost of the work addressed in RFP 4 is estimated to be in the range of $35,000 - $45,000.

Recommendation

Staff recommends that the Mayor and Common Council discuss the work encompassed by RFP 4, and provide direction to staff as to whether City should pursue this change, or if the proposal should be abandoned due to its projected cost.