



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

AGENDA

Regular Meeting

City Hall Council Chambers, 57 N. Liberty Street, Cumberland, MD

DATE: February 04, 2020

OPEN SESSION

Pledge of Allegiance

Roll Call

Presentations

1. Presentation regarding the 2020 Census from Tanya Gomer and David Nedved, Allegany County Government representatives

Director's Reports

(A) Engineering

[Engineering](#) Division monthly report for January, 2020

Approval of Minutes

1. Approval of the Regular Session Minutes of November 19, 2019

Public Hearings

1. Public Hearing to receive needs and project requests for Community Development Block Grant (CDBG) funding

New Business

(A) Ordinances

[Ordinance](#) 3863 (*1st reading*) - to repeal and reenact with amendments Section 15-26 and 15-27 of the City Code pertaining to the Parks and Recreation Board to reduce the membership number from ten (10) to five (5) to seven (7) members, to reduce the term of board members to three (3) years, and to provide for a city high school student representative as a non-voting member

(B) Orders (Consent Agenda)

[Order](#) 26,600 - appointing Rhonda Roy to the Board of Commissioners of the Housing Authority for the City of Cumberland as the Resident Commissioner, to replace the seat vacated by Jacqueline Clarke, effective February 4, 2020 through October 31, 2021.

[Order](#) 26,601 - appointing Bernard J. Lechman and Phillip Crippen to the Board of Zoning Appeals effective retroactive to January 14, 2020 and through January 14, 2023

[Order](#) 26,602 - authorizing the Chief of Police to execute an Agreement Recreating the Allegany County Combined Criminal Investigation (C3I) Unit, 2020 Rewrite, for the term January 1 - December 31, 2020

[Order](#) 26,603 - authorizing the execution of Change Order No. 6 with Leonard S. Fiore, Inc. for Phase I CSO Storage Facility at JDD Water Reclamation Facility (01-10-WWTP) to add 192 calendar days to the project with no increase to the current contract price of \$26,364,856.88

[Order](#) 26,604 - accepting the bid of Dotson's Contracting for "Constitution Park Marble Courts- Phase II (33-18-M)" for ADA compliant renovations to the comfort station and pathway from the comfort station to the marble courts, in the estimated unit cost of \$88,265.65

[Order](#) 26,605 - authorizing execution of a 2020 Census Grant Program Agreement with the MD Department of Planning for the receipt of \$8,000 to be used to promote and encourage community participation in the 2020 Census

[Order](#) 26,606 - accepting the proposal from S&S Electrical, Inc., (procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid) for installation of a new traffic light pole and signal devices at the intersection of Mechanic and Harrison Streets (City Project 05-20-M) in the estimated unit cost of \$56,148.90

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

Item Attachment Documents:

Engineering Division monthly report for January, 2020

**City of Cumberland, Maryland
Engineering Division - Monthly Report**

Capital Projects						January 29, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2008	05-08-S	Evitts Creek CSO Upgrades Phase III (gravity sewer under railroad)	Replacement of CSO line connecting Evitts Creek Pump Station effluent with gravity line that parallels the Canal Towpath. Said gravity line is being replaced under project 17-03-S(1).	Design	UPDATE This project has been complicated because of location of the sewer lines deep under the CSX Yards. A grant award for this project is identified in the Draft version of the Governor's budget. Design work will begin once formal notification is received	RLS	1/28/2020
2010	01-10-WWTP	CSO Storage Facility At WWTP	CSO storage and handling facility in accordance with LTCP	Construction	UPDATE Contractor working on Pump Station build. Mechanical and Electrical underway in all cells of tank as well as the pump station. Substantial Completion is now May 15, 2020.	KAR	1/27/2020
2013	1-13-FPM	Flood Control System Concrete Repairs	Repairs to various points of FCS system per USACOE inspection	Design	NO CHANGE - Project is still on hold pending MDE review of EAP for Dry Run. A grant application was submitted for the project through MDE will hear results in May 2020. Additionally, started USACE Section 408 request for floodwall extensions.	MDI	10/1/2019
2013	12-13-FPM	Flood Control Encroachment Tree Project	Removal of Trees along Flood Wall and Levees per requirements of US Army Corps of Engineers specifications (See also Project 2-17-FPM)	Complete	UPDATE project complete. This project will be removed from future reports.	KAR	12/23/2019
2014	04-14-WWTP	Sludge Screening Study/Design	Study to select the best alternative to keep rags out of the recently cleaned and modified digester because the modifications will make it impossible to revive rags in the future.	Design	NO CHANGE Need/Benefit of the project is being reevaluated, and for now the project is on hold. Design is complete and the project will remain on this report for the time being.	RLS	4/2/2018
2014	13-14-M	Mechanic Street Access Road Improvement Project	Repaving and ADA ramp improvements to the section Mechanic Street from I-68 to Bedford Street. Includes improvements to the block of Bedford Street from N. Centre to N. Mechanic Street and Baltimore Street to the Bridge.	Construction	UPDATE Project is substantially complete. All ADA ramps and new sidewalks have passed ADA field inspection by SHA. Material closeout has started.	JRD	1/28/2020
2014	19-14-M	Greene Street Complete Street Plan	Planning Study for Greene Street	Planning	NO CHANGE - The Design Report from Alta Planning + Design was submitted and presented to the Mayor and City Council. The plan to start work on Construction Funding Applications has been delayed because of the Baltimore Street Project, which would have been competing for the same funds. This project still needs to be done and should be a priority in the future.	RLS	6/1/2017
2015	9-15-M	Potomac River Walk	The Study Phase of this project is being done through the Cumberland MPO and consists of a Walk / Trail for pedestrians and bikes along the Potomac River between Wills Creek and the YMCA	Study	NO CHANGE -This project has been turned over to Canal Place. Engineering Services for Design were received. Recommendation from the committee was to award to CEC.	KAR	8/9/2019
2015	18-15-S	CSO Water Quality Analysis	Base line data collection for analysis of future CSO needs after CSO Storage is on line.	Planning	NO CHANGE Project continues. Stream sampling ongoing on a monthly basis pre storage and post storage. Three staff were certified for sampling in April.	RJK	11/4/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 29, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2015	19-15-M	WWTP & Collection System Asset Management Plan	Development of an Asset Management Plan	Planning	NO CHANGE Asset Management Program/Capital Improvement implementation. Dashboard development and Workforce app beginning to be used. Working on Survey 123 and Collector.	RJK	1/28/2020
2015	23-15-M	Flood Insurance Rate Map (FIRM) Modernization and Implementation	Update FIRMs and the Floodplain Ordinance, and conduct an outreach to the community to apprise landowners of the impact of those changes.	Planning	NO CHANGE - The Letter of Final Determination date is now October, 2018, with a projected effective date of April, 2019.	PJD	1/3/2019
2016	12-16-M	Baltimore Street Access Improvement - Final Design	The purpose of the New Baltimore Street Town Center project is to reopen and improve Baltimore Street, which is currently configured as a pedestrian mall, to vehicular traffic while maintaining elements of the mall.	Design	UPDATE EADS has submitted a second 30% design package to MDOT SHA for review. EADS to continue working on the design as they wait for SHA comments of first submission. The next drawing submission is scheduled for late March.	RLS	1/28/2020
2016	17-16-M	Stage Renovations at Liberty Street Stage	Replace wood stage with Concrete	Design	NO CHANGE - This project would be unnecessary if the Baltimore Street Access project is executed. The project will remain on this list until the Baltimore Street project moves to construction.	RLS	5/15/2019
2016	18-16-BR	John J. McMullen, Bridge No. A-C-01 Repairs	Bridge Repair	Planning	UPDATE - This project is expected to move forward in FY21 with State Aid Funds.	RLS	1/28/2020
2016	19-16-S	78" Parallel Pipeline from Mill Race to CSO	78" Pipeline to CSO tank in accordance with Consent Decree	Design	UPDATE - Design work continues, as City staff works on property acquisition.	RLS	10/9/2019
2017	2-17-FPM	Flood Control Encroachment removal Project	The City as the Local Sponsor of the Flood Control Project is expected to maintain the easements along the Flood Control Project, however the area along Wills Creek and other areas were never given any comments until the Corps of Engineers standards changed. Completion of this project is necessary to allow the City to get a Satisfactory rating on its annual Flood Control Inspections.	Planning	NO CHANGE - This project has been delayed because of other work, but must be done. A tree removal project has been bid out and a contractor selected to do the work of removing trees in the encroachment area.	RLS	7/11/2018
2017	3-17-M	Route 51 Bridge 12" Waterline Replacement	Replace water line on bridge as part of SHA Bridge Deck Project	Construction	NO CHANGE - The contract for the bridge replacement has been awarded but the water line is not expected to be replaced until FY21 due to construction phasing.	RLS	5/15/2019
2017	8-17-M	Baseline Water Quality Sampling Evitts Creek Water Company	Western Pennsylvania Conservancy to provide detailed technical and scientific consulting to the ECWC including: Habitat Characterization and Baseline Water Quality Sampling.	Construction	UPDATE Complete, final report received at the ECSC meeting on January 16, 2020.	RJK	1/28/2020
2017	18-17-M	Maryland Avenue Development	This is not an Engineering Project, but included here to cover future department work with the development.	Design	NO CHANGE - The department is supporting Cumberland Gateway LLC with historical records and will review stormwater design in the future.	RLS	5/15/2019
2017	19-17-M	Recycle Coach App	Smart phone app for recycling schedules	Planning	NO CHANGE	RJK	8/9/2019
2017	20-17-WFP	Return on Environment Plan	Bedford County Comp Plan - Optional localized study	Study	NO CHANGE	RJK	8/9/2019

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 29, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2017	21-17-PSB	Public Safety Building Underground Storage Tank Removal	Heating Oil Underground Storage Tank (UST) - Not in use/reviewing removal option	Complete	UPDATE Project completed, bills paid.	RJK	1/28/2020
2017	24-17-S	Investigation of Floodwall Underdrain Leak at Valley Street Bridge	Ascertain the source of the sewage that is leaking into the floodwall under drain noted at an under drain box about 90 feet upstream of the Valley Street Bridge, and develop a plan and cost estimate to effect repairs.	Complete	UPDATE - This project is now closed and will be removed on future reports.	RLS	1/28/2020
2017	29-17-UTIL	VOID See 19-15-M	VOID				
2017	30-17-WWTP	40 CFR 441 Compliance - Dental Dischargers	Collection of 1-time compliance reports from dental offices that remove amalgam.	Planning	UPDATE Eighteen (18) dental offices have returned their 1-time compliance report to date. Dental offices have until July 2020 to comply with this new Federal regulation. Ten dental offices have yet to report. A 2020 letter was sent to all 10; due date to comply is July 14, 2020.	RJK	1/28/2020
2017	31-17-W	Decatur Street 24" Crosstown Water Main Replacement	Prior to designing the water main replacement a more detailed Water Model analysis of the City's system will be done to make sure the issues are being properly addressed. Design will follow.	Design	UPDATE Bennett Brewer and Associates are at 60% completion. The 60% documents were reviewed in December. Contract documents are scheduled to be ready for MDE review in March 2020.	JRD	12/16/2019
2018	08-18-BR	Cumberland Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - EBA continues to work on the preliminary engineering on this project, with on site activities ramping up. Work will continue throughout FY20/21	RLS	10/9/2019
2018	09-18-BR	Baltimore Street Bridge Replacement	This project will replace the bridge structure.	Design	UPDATE - Preliminary Engineering is nearly complete. Expect to move into the final design stages, pending MDOT and FHWA approval, in the coming months	RLS	1/28/2020
2018	19-18-M	ADA Improvements at 218 Washington Street	Construct an ADA compliant parking space in the 200 block of Washinton Street, and reset the brick sidewalk adjacent to parking area.	Design	NEW - Collecting data to begin design.	JRD	1/28/2020
2018	22-18-M	Solid Waste and Recycling Collection	Contract documents for the FY20 garbage and recycling collection bid process	Planning	NO CHANGE New schedule in effect! Press Releases for getting trash out early and how to contact City/Burgmeiers.	RJK	1/28/2020
2018	23-18-WWTP	FY 2019 MDE Energy Grant Optimization of the Aeration System at the WRF	Application through MDE for energy grants for WWTP or WFPs	Construction	UPDATE New blowers #1 and #2 are installed and will be started up on 1/27. All work is completed in the bio-reactors. Work to begin on final blower #3 after 1/27 startup.	MDI	1/24/2020
2018	24-18-M	Cumberland Street Retaining Wall	This project includes the installation of a retaining wall and the replace of the closed portion of sidewalk along Cumberland Street at Market Street. Also included is the installion of ADA compliant curb/sidewalk ramps.	Construction	UPDATE The construction of the wall is complete. The manhole and inlet on Cumberland Street are installed as is the sewer pipe. The rainleader connection to the existing building is currently being constructed. They will start work on the sidewalk and the second inlet soon.	JAT	1/28/2020
2018	25-18-BR	SHA Project: Replacement of MD 51 Bridge Deck	Replace the water line under the industrial blvd bridge under a MDOT bridge rehabilitation project	Construction	Refer to project 3-17-W	RLS	10/11/2018
2018	26-18-M	Ridgeley Levee System Certification					

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 29, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2018	29-18-W	Smouses Mill Pumping Station Upgrades	Replace existing pumps and VFD's, install a back-up generator, remove hydro-pneumatic tanks	Construction	UPDATE - C&T has installed new pump system, piping, and tank. One minor shutdown is still planned for upcoming weeks. Majority of work is completed.	MDI	1/24/2020
2018	30-18-SWM	WMHS Crisis Resource Center	Project involving SWM review Replaces an existing building with a new facility.	Design	NO CHANGE - Pre-construction meeting was held on 9/23. Belt has demoed existing structure and will be working on this project for next 6 months. City only assisting with SWM.	MDI	11/4/2019
2018	31-18-WFP	Pine Ridge Water & PUC Rate Issues	Project involves determining a path forward regarding the supplying of PA residents with water	N/A	UPDATE - City staff continues to work through issues with PA regulators about water issues	RLS	1/28/2020
2018	32-18-FPM	Rehabilitation Assistance for Flood Damages to Flood Risk Management Projects	Request USACE to make repairs or provide funding to address flood control issues	Planning	NO CHANGE - The USACE has denied financial support due to the flood control being in an unacceptable condition. The City is looking to enter the SWIF program to receive aid to get financial support for construction.	RLS	10/12/2018
2018	33-18-RE	Constitution Park Marble Courts	Installation of marble courts, adjoining pavilion, and upgrades to nearby comfort station in Constitution Park	Construction Bidding	UPDATE - Mandatory pre-bid meeting was held on 1/6/20. Bid opening was delayed due to contractors' request, was held on 1/22/20. Bids were reviewed. Dotson's Contracting bid is pending award per M&CC approval.	JAT	1/28/2020
2018	37-18-SWM	Columbia Gas Line - Walnut Street					
2018	38-18-BR	Lake Gordon Road Bridge Replacement	PennDOT project	Complete	UPDATE - Project is complete. This project will be removed from future reports	RLS	1/28/2020
2018	40-18-WWTP	Dry Run Detention Dam and Culvert Emergency Action Plan	Engineering Services to perform Dam Breach Analysis for EAP Execution	Study	UPDATE - The EAP is complete and has been submitted to MDE. Waiting for confirmation from MDE that they have filed the EAP	RLS	1/28/2020
2018	43-18-BR	Fayette Street Bridge Replacement	This project will replace the bridge structure.	Planning	UPDATE - Waiting for word from CSX as when the bridge can be opened for one way traffic. The Street Department has roadway signs ordered and will install them ASAP	RLS	1/28/2020
2018	44-18-BR	Washington Street Bridge Replacement	This project will replace the bridge structure.	Planning	NO CHANGE - Studies have been returned and subject to CSX negotiations.	RLS	8/5/2019
2019	5-19-M	Virginia Ave Lot Demolition	Remove two structures and retaining walls at 6, 8 and 10 Virginia Ave.	Construction Bidding	NO CHANGE - The grading plan has been approved by ASCD and the project has been turned over to Code Enforcement for demolition	RLS	8/5/2019
2019	7-19-WFP	Filter Building Pilot Study	Perform a study to evaluate the potential to replace current filter building with a new membrane/GAC building in the future. The City is required to perform a pilot study to validate the technology we are proposing to use.	Study	NO CHANGE - The permit to perform the study has been submitted to PADEP. Awaiting approval before starting the study.	RLS	8/5/2019
2019	8-19-WFP	New Inlet Screens for Gate House		Design	UPDATE - Waiting for PA DEP Dam Safety Permit to be allow bidding to begin.	RLS	11/5/2019
2019	10-19-M	Residential Grass Mowing	Contract for mowing the residential properties within the City Limits which include blighted properties and recent demos.	Construction	NO CHANGE - Contract underway	KAR	1/28/2020
2019	11-19-M	Non Residential Grass Mowing	Contract for mowing the Commercial and Public Owned Properties within the City Limits. To include water tanks, City Hall, Public Safety and several others.	Construction	NO CHANGE -Contract Underway	KAR	1/28/2020

City of Cumberland, Maryland
Engineering Division - Monthly Report

Capital Projects						January 29, 2020	
Order	Project No.	Project Name	Description	Phase	Comments	Updated By	Date of Update
2019	13-19-M	Center City Parking Garage Improvements	Various improvements to the Center City Parking Garage including ADA improvements, wayfinding and signage upgrades, and painting	Construction	UPDATE -Kiosks have been installed in both Center City Garage and Frederick Street Garage. Gate system for Center City is installed but not functioning until the new camera system is installed.	KAR	1/28/2020
2019	14-19-M	WWTP RMP Compliance Services	RMP Compliance for OSHA 29 CFR 1910	Planning	UPDATE RMP program updated to comply with OSHA 29 CFR 1910 for chlorine and sulfur dioxide storage on site. New (RED) Binder at WWTP and my office. Training and LEPC coordination complete. RMP review to take place 2/3/2020.	RJK	1/28/2020
2019	18-19-M	Nemacolin Avenue Survey	Survey of Nemacolin Avenue between Longwood Avenue and Richwood Avenue	Planning	NO CHANGE The final Plat and CAD draings have been recieved by the City.	JRD	11/5/2019
2019	24-19-M	Fall Tree Removal Project	Project to remove various hazardous street trees throughout the City.	Construction	UPDATE - This project was awarded to Kiddy Contracting and is underway.	KAR	1/28/2020
2019	27-19-M	Bellevue Street Sidewalk Upgrades	Removal and installation of new concrete sidewalks from Baltimore Ave to Fulton St. This will include the installation of ADA Accessible ramps.	Construction	NO CHANGE - Award was made to Excavating Associates. Notice to Proceed was issued .	KAR	1/28/2020
2019	32-19-M	Brownfields Application 2019	Information Regarding Brownfields and potential projects within the city.	Study	UPDATE -Staff attended Brownfields Boot-Camp held by MDP 9/24	MEA	9/30/2019
2019	35-19-WWTP	Denite Filters Mudwell Mixing System	This project will evaluate and design a system for the mudwell tanks at the ENR to maintain solid suspense, prior to pumping the filtrate back to the head of the treatment plant.	Design	UPDATE - GD&F held final design meeting on 1/10/2020. City must now select design option and GD&F will provide associated specs and drawings.	MDI	1/24/2020
2019	36-19-WWTP	Blower Building Switchgear Replacement	This project replaced the existing Blower Building Switchgear to reduce the 4160V down to 480V to improve the safety of the building and to adequately protect our equipment.	Design	UPDATE - GD&F held final design meeting on 1/10/2020. City must now select design option and develop bid specs and drawings for design phase of project.	MDI	1/24/2020
2019	38-19-BR	Koon Dam Sidewalk Repairs Phase 3	Third phase of repairs, following 28-18-BR and 17-18-BR. Elevated sidewalk slabs need to be replaced.	Construction	UPDATE - Project was awarded to Harbel, Inc. on 1/22/2020. Construction is scheduled to begin on first week of February.	MDI	1/24/2020
2020	2-20-M	Frederick St Parking Garage Repairs	Repairing a spalled section of slab on grade in Frederick St parking garage, as well as looking into sealing all concrete driving surfaces	Planning	UPDATE - Researching proper repair systems for spalled concrete in parking garages. Working with Street Dept. to determine if city forces can make repairs.	MDI	1/24/2020

City of Cumberland, Maryland Engineering Division - Monthly Report

Program Projects Update							January 29, 2020	
Order	Department	Program/Project Name	Description	Phase	Comments	Updated By	Date of Update	
	PUBLIC WORKS	Curbside Recycling	Curbside recycling program started in the City of Cumberland July 1, 2014	Ongoing	UPDATE Outreach to residents in regards to inclement weather and other delays. Info on where residents can find interruption info (City website).	RJK	28-Jan-20	
	PUBLIC WORKS	Solid Waste Management Board	County Board for planning and discussion of County-wide recycling and solid waste issues	Ongoing	NO CHANGE	RJK	28-Jan-20	
	WWTP	Cumberland Pretreatment Program	City Ordinance No. 3251 regulates industrial and significant dischargers to Cumberland's sewer and POTW. There are 4 Significant Industrial Users (SIUs) permitted under this Ordinance. Program may also regulate non-significant users that pose a threat or cause problems to the system or POTW.	Regulatory	UPDATE Scheduling 2020 sampling and inspections. Quarter 4 compliance reports due Feb 15.	RJK	28-Jan-20	
	WWTP	POTW NPDES Permit	Requirements for compliance	Annual/As Needed	UPDATE - Renewal application mailed June 1, 2018. Permit expires April 2020. Awaiting MDE communication/site visits.	RJK	28-Jan-20	
	WWTP/CSO	CSO Consent Decree Compliance Reporting	Reporting/Inspections	Semi-Annual/As Needed	UPDATE 2019 Semi-annual report submitted Jan 10. Currently the Consent Decree expires April 2023.	RJK	28-Jan-20	
	Watershed	Evitts Creek Steering Committee	Cross-jurisdictional committee working on source water protection efforts.		UPDATE Next meeting to take place on April 16, 2020.	RJK	28-Jan-20	
	STC	Shade Tree Commission	Care of trees along city rights of way and in parks.	NA	UPDATE Anita Simmons is the new City Forester. She is becoming familiar with City property and programs.	RJK	28-Jan-20	
	Evitts Creek Water Company	Forest Stewardship Plan (aka Resource Management Plan)	Management of the forested property around Lakes Gordon and Koon	NA	UPDATE - Plan was approved by Mayor and City Council in August.	RJK	28-Jan-20	

Item Attachment Documents:

1. Approval of the Regular Session Minutes of November 19, 2019

Mayor and City Council of Cumberland

Closed Session Summary

November 19, 2019 at 5:45 p.m.

Second Floor Conference Room, City Hall

On November 19, 2019, the Mayor and City Council met in closed session at 5:45 p.m. in the second floor conference room of City Hall to receive legal advice regarding obtaining an easement and the retention of outside counsel for a particular matter. Authority to close the session was provided by Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland.

Persons in attendance included Mayor Raymond Morriss; Council Members: Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini; City Administrator Jeff Rhodes, City Clerk Marjorie Woodring, City Solicitor Michael Cohen, City Engineer Robert Smith

On a motion made by Council Member Frazier and seconded by Council Member Bernard, Council voted 5-0 to close the session.

No actions were voted upon and the meeting was adjourned at 6:23 p.m.



Raymond M. Morriss, Mayor

Entered into the public record on NOV 19 2019



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Seth D. Bernard
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini

City Administrator Jeffrey D. Rhodes
City Solicitor Michael S. Cohen
City Clerk Marjorie A. Woodring

MINUTES

M&CC Regular Meeting
City Hall Council Chambers, 57 N. Liberty St., Cumberland

DATE: November 19, 2019

I. CLOSED SESSION

1. 5:45 p.m. - Convene in Open Session for the purpose of closing the meeting for an Executive Session pursuant to Section 3-305 (b) (7) of the General Provisions Article of the Annotated Code of Maryland to receive legal advice regarding obtaining an easement and the retention of outside counsel for a particular matter.

Motion to move into Closed Session was made by Councilman Frazier, seconded by Councilman Bernard, and was passed on a vote of 5-0.

2. Executive Session

II. OPEN SESSION

1. 6:15 p.m. - Reconvene in Open Session

Mayor Morriss reconvened the meeting in Open Session at 6:15 p.m.

III. Pledge of Allegiance

IV. Roll Call

PRESENT

Mayor Raymond M. Morriss
Councilman Seth Bernard
Councilman Richard Cioni
Councilman Eugene Frazier
Councilwoman Laurie Marchini

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk; Interim Chief of Police, Capt. Chuck Ternent; Donald Dunn, Fire Chief

V. Statement of Closed Meeting

1. Summary Statement of the Closed Meeting held November 19, 2019

Mayor Morriss announced that a Closed Meeting had been held on November 19, 2019 at 5:45 p.m. and read into the record a summary of that session, which is attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

VI. Director's Reports

(A) Administrative Services

Administrative Services monthly report for September, 2019

(B) Engineering

Engineering Division monthly report for October, 2019

(C) Public Works

Maintenance Division monthly report for October, 2019

(D) Fire

Fire Department monthly report for October, 2019

(E) Police

Police Department monthly report for October, 2019

(F) Utilities - Treatment Plants

Utilities Division - Treatment Plants monthly report for October, 2019

(G) Utilities - Flood, Water, Sewer

Utilities Division-Flood/Water/Sewer monthly report for October, 2019

Motion to approve the reports was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

VII. Approval of Minutes

1. Approval of the Work and Regular Session Minutes of September 17, 2019, and the Regular Session Minutes of October 1, 2019

Motion to approve the minutes was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

VIII. Unfinished Business

1. Ordinance 3861 (*2nd & 3rd Readings*) - to enact Article V of Chapter 15 of the Code to set forth protocols and procedures relative to parades and special events

Mayor Morriss advised that the Ordinance would be tabled until modifications can be made to it. Motion to table the Ordinance was made by Councilwoman Marchini, seconded by Councilman Frazier, and was passed on a vote of 5-0.

2. Ordinance 3862 (*2nd & 3rd Readings*) – authorizing the terms for conveyance of 301-303,305, and 307-309 Arch Street to the Cumberland Housing Alliance, Inc. and authorizing execution of a deed to effect the transfer

Mr. Rhodes provided background on the proposed Ordinance and stated that this ordinance will effect the conveyance of properties missed on the original ordinance, and that the CHA will be using the properties to build a new residential home.

SECOND READING: The Ordinance was presented in title only for its Second Reading. The reading was interrupted and motion to suspend the Second Reading and move to the Third after comment was made by Councilman Bernard, seconded by Councilman Frazier, and was passed on a vote of 5-0.

The Mayor opened the floor for comments. Being none, the Ordinance moved to its Third Reading

THIRD READING: The Ordinance was presented in title only for its Third Reading and was passed on a vote of 5-0.

IX. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve all Consent Agenda items was made by Councilman Bernard, seconded by Councilman Cioni, and was passed on a vote of 5-0.

Order 26,561 - accepting the "Alternate Bid I" of Excavating Associates for City Project "Bellevue Street Sidewalk Upgrades" (27-19-M) in the estimated total cost of \$81,250

Order 26,562 - accepting the sole source proposal of Shaffer Construction to perform paving work, with a cost share between the City and Columbia Gas, on Bedford Street from Schlund Avenue to Lowell Avenue, and various streets on the West Side including Allegany, Fayette, and Cumberland Streets in the estimated unit price of \$98,000

Mr. Rhodes advised that this is a cooperative cost-share paving effort with Columbia Gas to piggy-back on their work, and added that it saves the City money as we don't have to mobilize equipment.

Order 26,563 - authorizing the execution of Change Order 1 to the current contract with Safe Slide Restoration, Project 33-19-RE "Constitution Park Pool Slide Restoration" in the increased amount of \$11,200 for repairing 17 seams in the slide to provide a safer and smoother surface, bringing the new contract total to \$36,600

Order 26,564 - authorizing the execution of Change Order No. 1 to the current contract with Service Pro for the City Project "2019 Residential Grass Mowing" (10-19-M) in the increased amount of \$975.00 to add City properties 101 N. Cedar St. and 400 N. Mechanic St. and allow mowing through the end of FY20

Order No. 26,565 - authorizing execution of Change Order No. 1 to the current contract with Hoyman Painting for City Project 21-18-WWTP "Repaint Primary Clarifiers" in the increased amount of \$25,305.26, bringing the new contract total to \$142,033.26, for emergency concrete repairs to cracks found during painting

Order 26,566 - approving program amendments to the Community Development Block Grant Program (CDBG) effective November 20, 2019

Order 26,567 - declaring 6 copiers and 40 Smartphones to be surplus equipment and authorizing them for sale or trade-in

Order 26,568 - authorizing execution of a Settlement Agreement and Roadway Easement Agreement with Michael E. Taccino regarding a City easement running through his property on Knobley Mountain, West Virginia, and addressing matters involving a suit filed by Taccino in District Court seeking damages for the City's alleged unauthorized use of the easement; and authorizing payment of \$5,000 for a one-year easement period and the option to extend the easement for unlimited duration for the sum of \$7,800

Order 26,569 – authorizing execution of Amendment No. 1 to Use of Public Ways Agreement with Level 3 Communications, LLC to extend the term of the original Use Agreement dated November 9, 1999 granting Level 3 the non-exclusive right to lay telecommunications cables and associated facilities under and over the City roads, for an additional 60-day period to allow for negotiations for a new agreement

Order 26,570 - appointing Dan Bowser and Rhiannon Morgret to the Downtown Development Commission for the term of 7/31/19 - 7/31/22; and Cindi Bolyard to the Human Relations Commission for a term of 11/15/19 - 11/15/22

X. Public Comments

Nick Gelles, 317 Pearl Street, advised that Pine Avenue hasn't been cleaned up yet, but noted that the RV is now off the road, which made a big difference. He added that the junk cars and trucks just get moved around and never taken off the street. Mayor Morriss advised that as explained in the past, the cars are legally licensed and insured and there is no obligation for them to be removed from the Taccino property. Interim Police Chief Chuck Ternent advised the same, adding that Mr. Taccino starts the cars up for him when requested, and is aware they have to be moved every 14 days.

Mick Bloom, 4 Parkside Blvd, LaVale, passed out a proposal to M&CC, and stated that although he is not a resident of the City, he has lived in Allegany County all his life. He advised that he has met with the County Commissioners, and will meet with other municipalities with his proposal to try to do something to incentivize people to buy old houses in the City and rehabilitate them; fix structural problems and get them up to building code. He suggested giving incentives to retirees to help revitalize the economy. Mayor Morriss advised that they would look at and review the proposal.

All public comments are limited to 5 minutes per person

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:50 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

Item Attachment Documents:

Ordinance (*1st reading*) - to repeal and reenact with amendments Section 15-26 and 15-27 of the City Code pertaining to the Parks and Recreation Board to reduce the membership number from ten (10) to five (5) to seven (7) members, to reduce the term of board members to three (3) years, and to provide for a city high school student representative as a non-voting member

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO REPEAL AND REENACT WITH AMENDMENTS SECTIONS 15-26 AND 15-27 OF THE CODE OF THE CITY OF CUMBERLAND RESPECTIVELY, PERTAINING TO (1) THE ESTABLISHMENT AND MEMBERSHIP OF THE RECREATION BOARD AND (2) APPOINTMENT, TERMS AND COMPENSATION OF AND FOR ITS MEMBERS, AND VACANCIES THEREIN FOR THE RESPECTIVE PURPOSES OF (1) CHANGING THE NUMBER OF MEMBERS OF THE BOARD AND ITS COMPOSITION AND (2) THE APPOINTMENT AND TERM OF A STUDENT MEMBER OF THE BOARD."

WHEREAS, Section 15-26 of the City Code provides that the Recreation Board consists of ten (10) members and it obligates the City to have one (1) member representing the Allegany County Board of Education and one (1) member representing the YMCA;

WHEREAS, the City has had difficulty finding individuals willing to serve on this and other City boards and commissions;

WHEREAS, the changes to Section 15-26 are designed to address these issues; and

WHEREAS, the changes to section 15-27 are for the purpose of appointing and establishing a term of service for a non-voting high school student member.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, that sections 15-26 and 15-27 of the Code of the City of Cumberland (1991 Edition) be and are hereby repealed and reenacted, the said reenacted versions being set forth below (with text-edited versions being attached hereto as Exhibit A).

Sec. 15-26. - Established; membership.

A recreation board is hereby established. It shall consist of five (5) to seven (7) persons chosen from the community at large. A city high school student shall also serve on the board as a non-voting member.

Sec. 15-27. - Appointment and terms of members; compensation of members; vacancies.

- (a) With the exception of the student member, the members of the recreation board shall be appointed by the city council and shall serve for terms of three (3) years or until their successors are appointed. The student member shall be selected by the Allegany County Board of Education.
- (b) Members of the recreation board shall serve without compensation.
- (c) Vacancies on the board occurring other than at the end of a board member's term shall be filled for the unexpired term in the same manner as the original appointment.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect from the date of its passage.

Passed this _____ day of December, 2019.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie E. Woodring, City Clerk

EXHIBIT A

New language to be added is underlined and language to be deleted is ~~stricken through~~.

Sec. 15-26. - Established; membership.

A recreation board is hereby ~~created and established~~ for the city, and such board ~~It~~ shall consist of ~~ten (10)~~ five (5) to seven (7) ~~persons chosen from the community at large. Eight (8) of such members shall be chosen from the community at large, one (1) member shall represent the county board of education, and one (1) member shall represent the Young Men's Christian Association. A city high school student shall also serve on the board as a non-voting member.~~

Sec. 15-27. - Appointment and terms of members; compensation of members; vacancies.

- (a) With the exception of the student member, the members of the recreation board shall be appointed by the mayor and approved by the city council and shall serve for terms of ~~five (5)~~ three (3) years or until their successors are appointed. The student member shall be selected by the Allegany County Board of Education.
- (b) Members of the recreation board shall serve without compensation.
- (c) Vacancies ~~in~~ on the board occurring ~~otherwise other than by expiration at the end of~~ at the end of a board member's term shall be filled for the unexpired term ~~of the person formerly holding the office, and such vacancies shall be filled in the same manner as the original appointment.~~

Item Attachment Documents:

Order 26,600 - appointing Rhonda Roy to the Board of Commissioners of the Housing Authority for the City of Cumberland as the Resident Commissioner, to replace the seat vacated by Jacqueline Clarke, effective February 4, 2020 through October 31, 2021.

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,600

DATE: February 04, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, Rhonda Roy be and is hereby appointed to the Board of Commissioners of the Housing Authority of the City of Cumberland as the Resident Commissioner, to fill the seat vacated by Jacqueline L. Clarke, effective February 4, 2020 through October 31, 2021.

Raymond M. Morriss, Mayor



The Cumberland Housing Group

Cumberland Housing Alliance, Inc.
Housing Authority of the City of Cumberland
Cumberland Neighborhood Housing Services, Inc.

January 15, 2020

Jeff Rhodes
City of Cumberland Administrator
P.O. Box 1702
57 North Liberty Street
Cumberland, Maryland 21502

Dear Mr. Rhodes;

The Housing Authority of the City of Cumberland Board of Commissioners would like to advise you that Jackie Clarke has resigned from her position as a Resident Commissioner effective December 31, 2019 due to the purchase of a home within the City of Cumberland.

HUD requires that one Commissioner on the Board of Commissioners for the Housing Authority of the City of Cumberland be a current resident of one of our facilities. Residents of the Housing Authority were notified of the vacant position and advised that we were accepting letters of interest from any resident desiring to be on the Board.

Three qualified individuals were interested in serving on the Board of Commissioners. Ms. Rhonda Roy of John F. Kennedy Homes, 135 North Mechanic Street, Apt. 702 was determined to be the best overall resident for the position by the Board. Ms. Roy has been a resident of John F. Kennedy Homes since October 2017. She is disabled and no longer is employed but has a Bachelor's Degree and previously worked as a Litigation Paralegal. She has been the President of her Resident Council for almost two years and has contributed to her building's community.

The Board unanimously recommends Ms. Roy to the City of Cumberland for appointment to the term of the Resident Commissioner on the Board effective immediately and expiring October 31, 2021. Should you have any questions concerning this request, please do not hesitate to contact me at (301) 724-6606, ext. 111.

Sincerely,

Steven J. Kesner

Steven J. Kesner
Executive Director



635 East First Street, Cumberland, MD 21502-4362
Office 301-724-6606 Fax 301-724-8731

www.CumberlandHousing.org

 Cumberland Housing



Item Attachment Documents:

Order 26,601 - appointing Bernard J. Lechman and Phillip Crippen to the Board of Zoning Appeals effective retroactive to January 14, 2020 and through January 14, 2023

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,601

DATE: February 04, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, Bernard J. Lechman and Phillip Crippen be and are hereby appointed to the Board of Zoning Appeals effective retroactive to January 14, 2020, and through January 14, 2023.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order 26,602 - authorizing the Chief of Police to execute an Agreement Recreating the Allegany County Combined Criminal Investigation (C3I) Unit, 2020 Rewrite, for the term January 1 - December 31, 2020

**AGREEMENT RECREATING THE ALLEGANY COUNTY COMBINED
CRIMINAL INVESTIGATION UNIT, 2020 REWRITE**

THIS AGREEMENT, made this 24TH day of JANUARY, 2020, by and between the Secretary of the Maryland Department of State Police, the Sheriff of Allegany County, the Chief of the Cumberland Police Department, the Chief of the Frostburg Police Department, the Chief of the Frostburg State University Police Department, and the State's Attorney for Allegany County.

EXPLANATORY STATEMENT

WHEREAS, the parties have determined that, as law enforcement units with responsibilities for the enforcement of criminal laws, and the common good of the residents of Allegany County, they may make more efficient use of their resources and enforcement service to the public through the establishment of the Allegany County Combined Criminal Investigative Unit.

Some of the parties hereto have, by Agreement dated February 3, 1987, established the Allegany County Narcotics Task Force, which demonstrated the combining of enforcement resources to be an effective device to combat criminal activity in that area and being desirous of extending the benefits to the area of criminal investigation.

Thereafter, the parties hereto, in September 1992, entered into an Agreement which established the "Allegany County Combined Criminal Investigative Unit."

Thereafter, some of the parties hereto, in January 2001, again in 2007, and again in 2012, entered into an "Agreement Recreating the Allegany County Combined Criminal Investigation Units", combining the Allegany County Combined Criminal Investigative Unit and the Allegany County Narcotics Task Force.

Thereafter, some of the parties hereto, on March 21, 2019 entered into an agreement renaming and reestablishing the Allegany County Narcotics Task Force, separate and independent of the Allegany County Combined Criminal Investigation Unit.

Therefore, the parties hereto, on April 10, 2019 entered into an "Agreement Recreating the Allegany County Combined Criminal Investigation Unit"

NOW, THEREFORE, the parties do hereby agree as follows:

I. PARTIES

The parties to this Agreement are the Secretary of the Maryland Department of State Police, the Sheriff of Allegany County, the Chief of the Cumberland Police Department, the Chief of the Frostburg Police Department, the Chief of the Frostburg State University Police Department, and the State's Attorney for Allegany County.

II. PURPOSE

The purpose of this Agreement is declared to be the further coordination of a multi-agency law enforcement unit, the manpower and resources of which shall be directed at the investigation of violations of the Maryland criminal law, as codified in the Annotated Code of Maryland as amended from time to time, and enforce applicable Federal statutes.

With this understanding, the stated intent of the Recreated Allegany County Combined Investigation Unit (hereinafter "C3I") is as follows:

1. The parties of C3I shall conduct joint investigations into violations of Maryland's criminal law and applicable Federal laws referred to C3I.
2. The Western Region Criminal Enforcement Division of the Maryland State Police shall conduct investigations into violations of Maryland's criminal law and applicable Federal laws reported to or initiated by the Maryland State Police.
3. The State's Attorney for Allegany County shall provide adequate resources to ensure that all criminal cases generated by C3I, are prosecuted in accordance with applicable law.

III. SOURCE OF POLICE AUTHORITY

The C3I will be staffed with law enforcement officers from the Department of State Police, Office of the Sheriff of Allegany County, Cumberland Police Department, Frostburg Police Department, Frostburg State University Police Department, and the Allegany County State's Attorney's Office. It is the intention of the departments that each law enforcement officer assigned C3I duties will remain a member of their respective Agency for all purposes, specifically including, but not limited to, immunities from liability in civil actions, right to counsel as defendants in civil actions, and workmen's compensation. It is not the intention of any party to the Agreement to either limit or expand any of the immunities currently enjoyed by law enforcement officers as members of their respective agencies. Officer's assigned C3I duties shall do nothing which conflicts with their agency's policies or the laws of the State of Maryland or the United States. In addition, each member assigned to C3I duties each have authority to exercise police powers on a county-wide basis, the Authority for same being the previously executed Police Mutual Aid Agreements pursuant to Criminal Procedure, Section 2-105, 2004 Supplement.

IV. ORGANIZATION

A. Advisory Board

C3I will be governed by an Advisory Board. The purpose of the Advisory Board is to establish the goals and objectives of the unit and to ensure they are met.

1. Voting Members.
 - a. The voting member of the Advisory Board shall be the following:
 - i. The Secretary of the Maryland Department of State Police or designee.
 - ii. The Sheriff of Allegany County or designee.
 - iii. The Chief of the Cumberland Police Department or designee.
 - iv. The Chief of the Frostburg Police Department or designee.
 - v. The Chief of the Frostburg State University Police Department or designee.
 - vi. The State's Attorney for Allegany County or designee.
 - b. It is agreed by the parties hereto that each voting member of the Advisory Board shall have one (1) vote which shall be cast at regularly scheduled Advisory Board meetings when a vote is necessary or appropriate under this Agreement or any agreement pertaining to C3I and its activities. It is agreed that the decisions of the Board are advisory and will be submitted to the individual agencies as recommendations. The final decision as to the C3I and its activities shall rest with the individual member agencies.
2. Non-voting Associate Members
 - a. The following are entitled to participate as non-voting members of the Advisory Board:
 - i. The Chief, or designee, of any law enforcement agency active in Allegany County;
 - ii. The Federal Bureau of Investigation
 - iii. Any other agency deemed appropriate by the Advisory Board.
3. Liaison Officers

To facilitate communications between member agencies, each member agency shall appoint a liaison officer. The liaison officer shall keep abreast of the C3I activities, and will be responsible for keeping Advisory Board members informed of such activities. Liaison officers will facilitate the acquisition of resources and additional personnel deemed necessary for the safe and efficient operation of the units. Liaison officers will assume extra duties and responsibilities which, from time to time, may be placed upon them by voting members of the Advisory Board. Typically, the Administrative and Operations Supervisor will act as the Liaison, unless directed otherwise by the Advisory Board.

4. Advisory Board Authority

To the extent not inconsistent with policies of the member agencies or laws, the Advisory Board shall recommend policy, rules, regulations, guidelines, and procedures, which affect the operation of the Agreement as listed below:

- a. The method of assigning personnel to and from C3I. The Advisory Board shall be advised of and have the power to veto the transfer of the members into the Units prior thereto;
- b. The manner in which, upon termination of C3I, surplus investigation funds or equipment are to be returned in proportion to the personnel contributed by the participating police agencies.
- c. The establishment of strict accountability for all funds and the manner in which reports are to be submitted by the respective agencies.
- d. The identification of and selection of priority targets;
- e. Any other necessary and proper matters agreed upon by the participating member agencies.

5. Officers Chair and Vice-Chair

The Chair shall rotate on a yearly basis among the members in the order listed in Section IV A (1) of this agreement. The Vice-Chair shall be designated from the succeeding agency. In the event that the Chair is unable to act, the Vice-Chair shall act. The Chair and Vice-Chair shall serve one (1) year terms. At the beginning of each calendar year, the Vice-Chair shall assume the position of the Chair. If an agency declines to assume the Chair or Vice-Chair, the next succeeding agency on the list shall assume the position.

The Advisory Board shall designate a Secretary to maintain minutes of the meetings.

B. C3I Personnel

1. Supervisor

While it is the intention of the parties that no single member law enforcement agency shall govern C3I, it is understood that day-to-day supervision and coordination of C3I activities are necessary. Therefore, the Advisory Board will appoint an Administrative Supervisor and an Operations Supervisor to C3I. The Board may also approve several other Team Leaders as may be advisable.

i. The Administrative Supervisor, who shall be a member of the Maryland State Police, and shall be approved by the Board, will have the primary responsibility to coordinate the administrative functions of C3I to ensure compliance with the mandates of the Advisory Board, and to coordinate ongoing C3I criminal investigations with those of the Allegany County Narcotics Task Force to ensure maximum utilization of existing resources and to reduce the incident of drug-related criminal activity. Additionally, the Administrative Supervisor will be responsible for the proper preparation of all investigative reports, responsible for handling and disposition of all evidence, preparation of work and leave schedules, monitoring and supervision of all expenditures of funding and preparation of a report to the Advisory Board of all C3I case activities to be submitted on at least a quarterly basis to the Board. The Administrative Supervisor shall compile and maintain statistics on arrests and charges on a monthly basis in an effort to help determine the effectiveness of C3I. In the absence of the Administrative Supervisor, the Team Leaders shall provide the services set forth above. The Administrative Supervisor will provide performance evaluations to member agencies on a semi-annual basis, which are advisory.

ii. The Operations Supervisor, who shall be the county investigator from the Allegany County State's Attorney's Office, shall have the responsibility to coordinate and develop investigations with regard to operational details, including but not limited to, targeting individuals for investigation, the assignment of personnel to conduct investigations, the tactical and strategical control of operations, coordination of the activities of C3I with those of local, state, out of state, and federal departments and agencies to prevent unnecessary duplication of effort and to provide the necessary exchange of tactical and strategical intelligence information. The Operation Supervisor, as recommended by the Allegany County State's Attorney Office, should be experienced and well versed in the art of criminal investigations and should have prior experience, and shall be approved by the Board. The Operations

Supervisor will provide performance evaluations to member agencies on an annual basis, which is advisory.

iii. The Team Leaders, who shall be approved by the Board, shall have the responsibility to coordinate and develop investigations with regard to operational details, including but not limited to identifying individuals for investigation, the assignment of personnel to conduct investigations, the tactical and strategical control of operations, coordination of the activities of C3I with those of local, state, out of state, and federal departments and agencies to prevent unnecessary duplication of effort and to provide the necessary exchange of tactical and strategical intelligence information.

2. Assignment of Personnel

Each member agency will contribute personnel to the C3I in the following numbers:

i. The Maryland Department of State Police will assign one (1) administrative supervisor and one (1) criminal investigator, for a total of two (2) personnel, to work in the C3I Unit on a full time basis.

ii. The Allegany County Sheriff's Office will assign at least two (2) criminal investigators to work in the C3I Unit on a full time basis.

iii. The Allegany County State's Attorney, with the approval of the Advisory Board as stated above, will assign the County Investigator to serve as the C3I Operations Supervisor.

iv. The Cumberland Police Department will assign four (4) criminal investigators to work in the C3I Unit on a full time basis.

v. The Frostburg Police Department will assign one (1) officer to work in the C3I Unit on a full time basis.

vi. The Frostburg State University Police Department will assign one (1) officer to work in the C3I Unit on a full time basis.

Any other agency may provide an investigator to the Unit, with the approval of the Advisory Board, and upon assignment, the Agency's designee will become a voting member of the Advisory Board.

3. Operations

All salaries, overtime, pensions, relief, disability, workmen's compensation, right to indemnification, right to counsel, and other benefits enjoyed by personnel assigned to C3I duties through their respective agencies shall extend

to them during their assignments to C3I duties and each member will be paid by his or her respective agency.

All officers assigned to the C3I shall adhere to all policies and procedures insofar as the conduct of C3I investigations as established by the Advisory Board. C3I officers shall adhere to their respective agency's policies and procedures in all other matters. All conflicts will be resolved by the Advisory Board.

Conduct which may require disciplinary action against an officer assigned to C3I duties will be reported through the C3I supervisor to the liaison officer of the affected officer's agency. Notwithstanding the outcome of such disciplinary action, as may be imposed, the officer shall be relieved of C3I duties at the request of any one member of the Board.

It is recognized by the parties that officers assigned to the C3I, who have had no previous special instruction in criminal investigation law enforcement methods, will require such training as soon as possible. Such training will be provided by the Department of State Police, at no cost to the member agency.

Training that is required or made available to C3I personnel shall in no way be considered as a diminution of a party's personnel contribution, unless such training period exceeds eight (8) weeks annually.

Refresher courses and seminars for all C3I personnel shall be encouraged by the Advisory Board. In those instances when the Department of State Police cannot provide elective training at no cost to the member, expenses for the training shall be the burden of the respective member agency. At the discretion of the Advisory Board, funding may be provided if the training directly relates to criminal investigative techniques or procedures.

The Maryland Department of State Police agrees to provide support services, including but not limited to, the services of a polygraph examiner and evidence collection unit, and the established resources of the Maryland Department of State Police as to fugitive investigations and apprehensions.

The employees of each department assigned to the C3I shall remain employees of such department and shall not be considered employees or agents of any other department. No party to C3I accepts responsibility or liability for the actions of employees of any other department.

V. MEETINGS

A. The Advisory Board will meet as often as deemed necessary by its members, but at least quarterly. The purpose of the meetings will be to review and discuss C3I

activities so as to address any changes or additions that may be required in this Agreement and to provide guidance to the Unit.

Advisory Board meetings will be held when designated by the Board in writing. Notice of meetings and agenda will be provided 10 days prior to any meeting. Nothing shall prohibit emergency meetings with oral notice to voting members.

Each meeting will be attended by the members of the Advisory Board or their designees, each member's agency's C3I liaison officer, and the C3I supervisor, or their designees

B. Quorum and Voting

A quorum for action is a simple majority of voting members. Once a quorum exists, a simple majority of the voting members shall be required for action on any issue.

VI. PRESS RELEASES

The Operations Supervisor of C3I shall coordinate press releases with the Allegany County State's Attorney's Office.

VII. FUNDING

A. Equipment

All member agencies will provide weapons, ammunition, police radios and vehicles, including the cost of operation, repair and maintenance, to the officers they assign to C3I. The Advisory Board may also elect, after securing approval as may be necessary from the funding body of the member agency, to recommend the contribution of other equipment deemed necessary for the efficient and effective operation of C3I.

B. Operating Expenses

i. The Department of State Police, the Allegany County Government, and the Chief of the Cumberland Police Department, agree to equally share the office expenses of the C3I Unit.

ii. Each member agency agrees to provide desks, chairs, cabinets, typewriters, etc., for its respective C3I personnel, and to the extent possible, other incidental items as recommended by the Advisory Board

iii. Office supplies, such as pads, pencils, pens, cameras, film, tape records and tapes, forms, safes, evidence storage lockers and facilities, evidence containers, labels, and other similar office supplies commonly found in investigative offices, will be supplied by the

Department of Maryland State Police, or purchased from local vendors utilizing C3I funds, as agreed upon by the Advisory Board.

iv. All funds derived from forfeited property shall be used only to supplement the continuing operation of the C3I.

VIII. TERM OF AGREEMENT

The term of this Agreement shall be the calendar year, January 1 through December 31. This Agreement shall become effective upon the date of its approval and execution by the parties hereto. If there are no changes to the agreement the renewal of the agreement can be accomplished by addendum signed by all the parties. All modifications to this agreement shall be in writing and approved by each party to the agreement by way of signature.

IX. SEVERABILITY

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent lawful, shall remain in full force and effect.

X. TERMINATION

Each party to this Agreement shall have the absolute right to withdraw its participation under this Agreement and to terminate the Agreement by providing thirty (30) days written notice to all of the other parties to this Agreement. Reasonable time and resources shall be allowed for C3I personnel to complete pending investigations and prosecutions.

Upon termination of this Agreement, all property acquired by C3I shall be distributed in accordance with this Agreement as follows:

1. All property clearly identifiable as the property of the Allegany County Government, Department of Maryland State Police, Cumberland Police Department, Frostburg Police Department, or the Frostburg State University Police Department shall be distributed to the owner of the property.
2. All remaining property and/or forfeited funds shall be disbursed in accordance with the provisions set forth in Section IV A (4) (b).


XI. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, agreements and provisions of this Agreement shall apply to, bind and be obligatory upon the parties hereto, their successors and assigns, or any of them.

24TH IN WITNESS WHEREOF, the parties have hereunto set their hands this
day of JANUARY, 2020.

**STATE'S ATTORNEY FOR
ALLEGANY COUNTY**

ATTEST:



MICHAEL O. TWIGG, STATE'S
ATTORNEY, ALLEGANY COUNTY

**ALLEGANY COUNTY SHERIFF'S
OFFICE**

ATTEST:



CRAIG A. ROBERTSON, SHERIFF
OF ALLEGANY COUNTY

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

ATTEST:


RAYMOND M. MORRISS, MAYOR
OF CUMBERLAND

ATTEST:


J. CHARLES TERNENT, ACTING
CHIEF OF POLICE, CUMBERLAND

**MAYOR AND CITY COUNCIL OF
FROSTBURG**

ATTEST:

W. ROBERT FLANIGAN, MAYOR
OF FROSTBURG

ATTEST:

NICHOLAS J. COSTELLO, CHIEF OF
POLICE, FROSTBURG

**MARYLAND DEPARTMENT OF
STATE POLICE**

ATTEST:

WILLIAM M. PALLOZZI, COLONEL,
MARYLAND STATE POLICE

FROSTBURG STATE UNIVERSITY

ATTEST:

DR. RONALD H. NOWACZYK
PRESIDENT, FROSTBURG STATE
UNIVERSITY

ATTEST:

CYNTHIA R. SMITH, CHIEF,
FROSTBURG STATE UNIVERSITY
POLICE DEPARTMENT

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,602

DATE: February 4, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Chief of Police be and is hereby authorized to enter into an Agreement Recreating the Allegany County Combined Criminal Investigation Unit, 2020 Rewrite, with the Secretary of the Maryland State Police, the Sheriff of Allegany County, the Chief of the Cumberland Police Department, the Chief of the Frostburg Police Department, the Chief of the Frostburg State University Police Department, and the State's Attorney for Allegany County for the further coordination and re-creation of the multi-agency Allegany County Combined Investigation Unit (C3I), for the purpose of conducting joint investigations into violations of Maryland's criminal law and applicable Federal laws; and

BE IT FURTHER ORDERED, THAT, the term of this Agreement shall be January 1, 2020, through December 31, 2020, and shall become effective upon the date of its approval and execution, and each party shall have the right to terminate this Agreement by providing thirty (30) days written notice.

Raymond M. Morriss, Mayor

Item Attachment Documents:

Order 26,603 - authorizing the execution of Change Order No. 6 with Leonard S. Fiore, Inc. for Phase I CSO Storage Facility at JDD Water Reclamation Facility (01-10-WWTP) to add 192 calendar days to the project with no increase to the current contract price of \$26,364,856.88

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,603

DATE: February 4, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT the City Administrator be and is hereby authorized to execute Change Order No. 6 to the existing contract with Leonard S. Fiore, Inc., 5506 Sixth Avenue Rear, Altoona, PA, 16602, for City Project "Phase 1 CSO Storage Facility at WWTP" (01-10-WWTP) to increase calendar days by One Hundred Ninety-two (192) with no increase to the current contract price of Twenty-six Million, Three Hundred Sixty-four Thousand, Eight Hundred Fifty-six Dollars and Eighty-eight Cents (\$26,364,856.88); and,

BE IT FURTHER ORDERED that this Change Order is contingent upon approval from the Maryland Department of the Environment.

Raymond M. Morriss, Mayor

Leonard S. Fiore, Inc. 01-10-WWTP	<i>Contract Price</i>
Original Contract Price	\$26,416,340.00
Change Order No. 1	\$0.00
Change Order No. 2	\$16,582.53
Total Contract Price after CO 1 & 2	\$26,432,922.53
Change Order No. 3 " <i>decrease</i> "	(\$92,409.94)
Change Order No. 4	\$21,523.46
Change Order No. 5	\$2,820.83
Change Order No. 6 " <i>no increase</i> "	\$0.00
New Total Contract Price to-date	\$26,364,856.88

Budget: 003.399CS.63000

Date of Issuance: December 11, 2019
 Owner: City of Cumberland, MD
 Contractor: Leonard S. Fiore, Inc.
 Engineer: Whitman, Requardt, and Associates, LLP
 Project: Phase 1 CSO Storage Facility at the
 Wastewater Treatment Plant

Effective Date: December 11, 2019
 Owner's Contract No.: 01-10-WWTP
 Contractor's Project No.: CT-0365
 Engineer's Project No.: 13993-003
 Contract Name: Phase 1 CSO Storage Facility at the
 Wastewater Treatment Plant

The Contract is modified as follows upon execution of this Change Order:

- 1) Includes a non-compensable time extension of one hundred thirteen (113) calendar days.

Attachments: None.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 26,416,340.00	Original Contract Times: Substantial Completion: <u>760</u> Ready for Final Payment: <u>820</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$ (51,483.12)	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>5</u> : Substantial Completion: <u>206</u> Ready for Final Payment: <u>206</u> days
Contract Price prior to this Change Order: \$ 26,364,856.88	Contract Times prior to this Change Order: Substantial Completion: <u>948</u> Ready for Final Payment: <u>1,008</u> days
[Increase] [Decrease] of this Change Order: \$ n/a	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>113</u> Ready for Final Payment: <u>113</u> days
Contract Price incorporating this Change Order: \$26,364,856.88	Contract Times with all approved Change Orders: Substantial Completion: <u>1,061</u> Ready for Final Payment: <u>1,121</u> days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>W. Blaxman</u>	By: <u>Paul J. ...</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>ASSOCIATE</u>	Title: <u>City Engineer</u>	Title: _____
Date: <u>12/11/2019</u>	Date: <u>12/23/19</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

Council Agenda Summary

Meeting Date: February 4, 2020

Agenda Item Number: Order 26,603

Key Staff Contact: Bobby Smith, Kim Root

Item Title:

Change Order No. 6 CSO Storage Construction

Summary:

Add 192 calendar days to the current project with Leonard S. Fiore, Inc.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399CS.63000
Value of award:	26,364,856.88
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Item Attachment Documents:

Order 26,604 - accepting the bid of Dotson's Contracting for "Constitution Park Marble Courts- Phase II (33-18-M)" for ADA compliant renovations to the comfort station and pathway from the comfort station to the marble courts, in the estimated unit cost of \$88,265.65

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,604

DATE: February 4, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the bid from Dotson’s Contracting, 13102 Winchester Road, SW, Cresaptown, MD, 21502 for City Project “Constitution Park Marbles Courts-Phase II” (33-18-M) for ADA-compliant renovations of the comfort station and pathway from the comfort station to the marble courts is hereby accepted in the estimated unit cost of Eighty-eight Thousand, Two Hundred Sixty-five Dollars and Sixty-five Cents (\$88,265.65); and

BE IT FURTHER RESOLVED, that all other bids be and are hereby rejected.

Raymond M. Morriss, Mayor

Order of Bids:

Company	Total Bid
Dotson’s Contracting	\$88,265.65
Harbel, Inc.	\$117,865.50
Lashley Construction Co., Inc.	\$143,045.70
Excavating Associates	\$146,394.00
First Fruits Excavating, Inc.	\$162,551.50
Haris Design & Construction	\$248,344.30

Budget: Community Parks and Playground/Bowers Trust Fund

PROJECT INFORMATION	
Project Title:	Constitution Park Marble Courts - Phase II
City Project:	33-18-RE
Contract Length:	90 Calendar Days
ENGINEER'S ESTIMATE	
Estimated By:	John R. DeVault
Date Estimated:	12/13/2019
BID OPENING	
Date & Time:	January 22nd, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Dotson's Contracting	Harbel, Inc.	Lashley Construction Co, Inc.	Excavating Associates	First Fruits Excavating Inc.	Haris Design & Construction
13102 Winchester Rd SW Cresaptown, MD 21502	11521 Milnor Ave / PO Box 1210 Cumberland, MD 21502	16505 Lashley Dr SW Frostburg, MD 21532	P.O. Box 434 Ellerslie, MD 21529	407 Plum Run Rd. Ridgeley, WV 26753	5301 Buckeystown Pike Suite 360 Frederick, MD 21704

BASE BID				ENGINEER'S ESTIMATE		Dotson's Contracting		Harbel, Inc.		Lashley Construction Co, Inc.		Excavating Associates		First Fruits Excavating Inc.		Haris Design & Construction	
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
General Contract Items																	
1	Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00	\$ 9,200.00	\$ 9,200.00	\$ 4,900.00	\$ 4,900.00	\$ 10,875.00	\$ 10,875.00	\$ 13,800.00	\$ 13,800.00	\$ 70,144.00	\$ 70,144.00
2	Construction Stakeout	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 6,800.00	\$ 6,800.00	\$ 4,900.00	\$ 4,900.00	\$ 6,780.00	\$ 6,780.00	\$ 500.00	\$ 500.00	\$ 5,538.00	\$ 5,538.00
3	Maintenance of Traffic	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00	\$ 4,380.00	\$ 4,380.00	\$ 5,589.00	\$ 5,589.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
Site Improvements																	
4	Clear and Grub	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 6,615.00	\$ 6,615.00	\$ 6,400.00	\$ 6,400.00	\$ 4,400.00	\$ 4,400.00
5	Reshape Embankment	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 5,100.00	\$ 5,100.00	\$ 3,656.00	\$ 3,656.00	\$ 3,170.00	\$ 3,170.00	\$ 2,400.00	\$ 2,400.00	\$ 2,200.00	\$ 2,200.00
6	Silt Fence	LF	310	\$ 15.00	\$ 4,650.00	\$ 7.00	\$ 2,170.00	\$ 4.35	\$ 1,348.50	\$ 4.00	\$ 1,240.00	\$ 3.60	\$ 1,116.00	\$ 4.00	\$ 1,240.00	\$ 1.93	\$ 598.30
7	Modular Block Retaining Wall	SF	170	\$ 60.00	\$ 10,200.00	\$ 25.00	\$ 4,250.00	\$ 48.20	\$ 8,194.00	\$ 60.00	\$ 10,200.00	\$ 53.90	\$ 9,163.00	\$ 35.00	\$ 5,950.00	\$ 75.60	\$ 12,852.00
8	5" Reinforced Concrete Sidewalk	SF	655	\$ 20.00	\$ 13,100.00	\$ 9.73	\$ 6,373.15	\$ 15.00	\$ 9,825.00	\$ 19.50	\$ 12,772.50	\$ 11.60	\$ 7,598.00	\$ 13.10	\$ 8,580.50	\$ 9.60	\$ 6,288.00
9	7" Reinforced Concrete Sidewalk	SF	350	\$ 28.00	\$ 9,800.00	\$ 13.35	\$ 4,672.50	\$ 15.00	\$ 5,250.00	\$ 22.70	\$ 7,945.00	\$ 13.46	\$ 4,711.00	\$ 14.10	\$ 4,935.00	\$ 12.00	\$ 4,200.00
10	Slotted Drain Trench	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,600.00	\$ 2,600.00	\$ 13,650.00	\$ 13,650.00	\$ 12,920.00	\$ 12,920.00	\$ 18,068.00	\$ 18,068.00	\$ 9,100.00	\$ 9,100.00	\$ 4,493.00	\$ 4,493.00
11	Detectable Warning Surface	SF	20	\$ 45.00	\$ 900.00	\$ 20.00	\$ 400.00	\$ 31.50	\$ 630.00	\$ 31.00	\$ 620.00	\$ 42.00	\$ 840.00	\$ 220.00	\$ 4,400.00	\$ 54.00	\$ 1,080.00
12	Roadside Concrete Gutter Repairs	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 250.00	\$ 250.00	\$ 1,380.00	\$ 1,380.00	\$ 9,920.00	\$ 9,920.00	\$ 2,230.00	\$ 2,230.00	\$ 1,800.00	\$ 1,800.00	\$ 672.00	\$ 672.00
13	Placing Furnished Topsoil 4-inch Depth	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,165.00	\$ 1,165.00	\$ 2,360.00	\$ 2,360.00	\$ 3,900.00	\$ 3,900.00	\$ 2,800.00	\$ 2,800.00	\$ 200.00	\$ 200.00
14	Turfgrass Establishment	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 650.00	\$ 650.00	\$ 944.00	\$ 944.00	\$ 1,078.00	\$ 1,078.00	\$ 2,000.00	\$ 2,000.00	\$ 1,140.00	\$ 1,140.00
15	Sheet Aluminum Signs	SF	16	\$ 40.00	\$ 640.00	\$ 156.25	\$ 2,500.00	\$ 27.00	\$ 432.00	\$ 23.95	\$ 383.20	\$ 30.25	\$ 484.00	\$ 50.00	\$ 800.00	\$ 63.75	\$ 1,020.00
16	Square Perf. Tubular Steel Sign Post	EA	1	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00	\$ 279.00	\$ 279.00	\$ 210.00	\$ 210.00	\$ 200.00	\$ 200.00	\$ 50.00	\$ 50.00
17	Concrete Slab at Marbles Court	SF	960	\$ 20.00	\$ 19,200.00	\$ 12.00	\$ 11,520.00	\$ 13.50	\$ 12,960.00	\$ 15.35	\$ 14,736.00	\$ 11.70	\$ 11,232.00	\$ 14.10	\$ 13,536.00	\$ 13.35	\$ 12,816.00
Building Exterior Improvements																	
18	Furnish and Install Exterior Metal Doors (with hardware)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 3,875.00	\$ 3,875.00	\$ 2,830.00	\$ 2,830.00	\$ 4,705.00	\$ 4,705.00	\$ 4,200.00	\$ 4,200.00	\$ 9,212.00	\$ 9,212.00
19	Remove and Reset/Replace Horizontally Displaced Block	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 146.00	\$ 146.00	\$ 908.00	\$ 908.00	\$ 320.00	\$ 320.00	\$ 450.00	\$ 450.00	\$ 4,370.00	\$ 4,370.00
20	Repair/Seal Mortar Crack in Block Wall	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00	\$ 843.00	\$ 843.00	\$ 153.00	\$ 153.00	\$ 75.00	\$ 75.00	\$ 1,533.00	\$ 1,533.00
21	Furnish and Install Gutter Guards	LS	1	\$ 400.00	\$ 400.00	\$ 300.00	\$ 300.00	\$ 705.00	\$ 705.00	\$ 1,080.00	\$ 1,080.00	\$ 522.00	\$ 522.00	\$ 510.00	\$ 510.00	\$ 1,402.00	\$ 1,402.00
22	Clean & Paint Building Exterior	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 2,900.00	\$ 2,900.00	\$ 1,500.00	\$ 1,500.00	\$ 3,243.00	\$ 3,243.00	\$ 2,625.00	\$ 2,625.00	\$ 10,059.00	\$ 10,059.00
23	Water Service Upgrades	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,900.00	\$ 3,900.00	\$ 2,963.00	\$ 2,963.00	\$ 1,712.00	\$ 1,712.00	\$ 3,900.00	\$ 3,900.00	\$ 11,328.00	\$ 11,328.00
24	Electrical Service Upgrades	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00	\$ 905.00	\$ 905.00	\$ 5,500.00	\$ 5,500.00	\$ 4,200.00	\$ 4,200.00	\$ 6,600.00	\$ 6,600.00	\$ 10,632.00	\$ 10,632.00
Building Interior Improvements																	
25	Paint Interior Walls and Ceiling	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,205.00	\$ 1,205.00	\$ 1,500.00	\$ 1,500.00	\$ 2,127.00	\$ 2,127.00	\$ 1,925.00	\$ 1,925.00	\$ 2,700.00	\$ 2,700.00
26	Install Epoxy Floor Coating	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,800.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 4,078.00	\$ 4,078.00	\$ 4,200.00	\$ 4,200.00	\$ 10,672.00	\$ 10,672.00
27	Plumbing Renovations	LS	1	\$ 3,100.00	\$ 3,100.00	\$ 2,500.00	\$ 2,500.00	\$ 10,050.00	\$ 10,050.00	\$ 9,780.00	\$ 9,780.00	\$ 8,840.00	\$ 8,840.00	\$ 25,000.00	\$ 25,000.00	\$ 22,656.00	\$ 22,656.00

PROJECT INFORMATION	
Project Title:	Constitution Park Marble Courts - Phase II
City Project:	33-18-RE
Contract Length:	90 Calendar Days
ENGINEER'S ESTIMATE	
Estimated By:	John R. DeVault
Date Estimated:	12/13/2019
BID OPENING	
Date & Time:	January 22nd, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

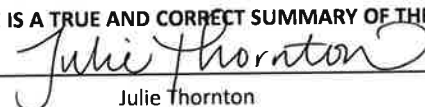
BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
Dotson's Contracting	Harbel, Inc.	Lashley Construction Co, Inc.	Excavating Associates	First Fruits Excavating Inc.	Haris Design & Construction
13102 Winchester Rd SW Cresaptown, MD 21502	11521 Milnor Ave / PO Box 1210 Cumberland, MD 21502	16505 Lashley Dr SW Frostburg, MD 21532	P.O. Box 434 Elerslie, MD 21529	407 Plum Run Rd. Ridgeley, WV 26753	5301 Buckeystown Pike Suite 360 Frederick, MD 21704

28	Electrical Renovations	LS	1	\$ 9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00	\$ 3,125.00	\$ 3,125.00	\$ 8,500.00	\$ 8,500.00	\$ 14,416.00	\$ 14,416.00	\$ 11,000.00	\$ 11,000.00	\$ 21,265.00	\$ 21,265.00
29	Furnish and Install Partitions	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 2,800.00	\$ 2,800.00	\$ 4,500.00	\$ 4,500.00	\$ 6,359.00	\$ 6,359.00	\$ 5,747.00	\$ 5,747.00	\$ 10,625.00	\$ 10,625.00	\$ 8,345.00	\$ 8,345.00
30	Furnish & Install Misc. Fixtures	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 6,080.00	\$ 6,080.00	\$ 2,800.00	\$ 2,800.00	\$ 3,527.00	\$ 3,527.00	\$ 2,672.00	\$ 2,672.00	\$ 12,500.00	\$ 12,500.00	\$ 4,979.00	\$ 4,979.00
TOTAL BASE BID				\$ 141,790.00		\$ 88,265.65		\$ 117,865.50		\$ 143,045.70		\$ 146,394.00		\$ 162,551.50		\$ 248,344.30	

Summation error in Item 6 in Haris Design & Construction bid.

BID SUMMARY							
	ENGINEER'S ESTIMATE	Dotson's Contracting	Harbel, Inc.	Lashley Construction Co, Inc.	Excavating Associates	First Fruits Excavating Inc.	Haris Design & Construction
TOTAL BASE BID	\$	141,790.00	\$ 88,265.65	\$ 117,865.50	\$ 143,045.70	\$ 146,394.00	\$ 248,344.30
TOTAL ALL WORK	\$	141,790.00	\$ 88,265.65	\$ 117,865.50	\$ 143,045.70	\$ 146,394.00	\$ 248,344.30

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:


 Julie Thornton
 Engineering Technician

Council Agenda Summary

Meeting Date: February 4, 2020

Agenda Item Number: Order 26,604

Key Staff Contact: Robert Smith

Item Title:

Constitution Park Marble Courts- Phase II (City Project # 33-18-M)

Summary:

Recommendation is to award the contract to Dotson's Contracting, 13102 Winchester RD SW, Cresaptown, MD 21502 in the estimated unit cost of \$88,265.65. 5 other bids were received, with Dotson's Contracting being considered the low responsive bidder. This project is for the renovations of the comfort station making it ADA Compliant, and providing an ADA Compliant pathway from Phase 1 Marble Courts to the comfort station.

Issues and Considerations:

This project is being funded with Community Parks and Playground Grant Funds and Bowers Trust Funds.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Community Parks and Playground/ Bowers Trust Funds
Value of award:	\$88,265.65
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Item Attachment Documents:

Order 26,605 - authorizing execution of a 2020 Census Grant Program Agreement with the MD Department of Planning for the receipt of \$8,000 to be used to promote and encourage community participation in the 2020 Census

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,605

DATE: February 04, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland,

THAT, the Mayor be and is hereby authorized to execute a 2020 Census Grant Program Agreement by and between the Maryland Department of Planning (MDP) and the Mayor and City Council of Cumberland for the receipt of Eight Thousand Dollars (\$8,000) to be used to promote and encourage community participation in the 2020 Census.

Raymond M. Morriss, Mayor

EXHIBIT A

PROJECT REQUIREMENTS

SCOPE OF WORK

Grant funds provided under this Grant Agreement to Grantee shall be used exclusively for outreach efforts that focus on promoting and facilitating responses to the 2020 Census, including for: design and production of printed materials; postage; advertising; purchase or fabrication of kiosks; and purchase of mobile devices.

PROJECT TIMETABLE

1/1/2020	“PROJECT COMMENCEMENT DATE” – Date on which eligible Grant funded work on the Project may commence with expectations of reimbursement pursuant to the terms of this Agreement.
6/1/2020	“PROJECT COMPLETION DATE” : All work items detailed in <u>Exhibit A</u> completed. If applicable, Grantee must submit final Project Deliverables to Project Monitor for review and approval. All Project expenses to be reimbursed by Grant funds must be incurred.
8/1/2020	“PROJECT COMPLETION REPORT DUE DATE” ; FINAL DISBURSEMENT REQUEST ; “TERMINATION DATE” : Grantee must submit to Project Monitor the Project Completion Report (as described in <u>Exhibit A - Reports</u>), including satisfactory Project Deliverables, if applicable, as well as all required financial documentation, with a completed Request for Final Disbursement. Failure to submit the Project Completion Report may result in the forfeiture and/or recapture of Grant funds.

DISBURSEMENT SCHEDULE

Provided that the Grantee is not in default under the Agreement, MDP shall disburse Grant funds on a reimbursement basis pursuant to Section 6 of the Agreement, upon approval by MDP of a complete Request for Disbursement submitted by email to the Project Monitor, or as otherwise directed by the Project Monitor. All Request for Disbursement forms shall be acceptable in form and content to MDP.

1. First Disbursement: 90% of the Grant will be disbursed to the Grantee in a timely manner after execution of this Agreement.
2. Final Disbursement: The remaining 10% of the Grant plus any undisbursed amount will be disbursed to the Grantee upon Grantee’s submittal of:

- a. satisfactory Final Project Deliverables as may be required under the Agreement;
- b. a Project Completion Report satisfactory in form and content to MDP; and
- c. a completed Request for Final Disbursement that includes: (i) an accounting of total actual expenditures of the Grant funds to date; and (ii) any further information and documentation requested by MDP.

REPORTS

1. Either MDP or Grantee may request and hold joint meetings for the purpose of reviewing the progress and conduct of the Project.
2. Should the Grantee at any time determine that the Project will not meet established goals within the Project Timetable, the Grantee shall immediately forward a written report to or call for a special meeting with the Project Monitor to determine what actions need to be taken.
3. Grantee shall submit the Project Completion Report electronically to the Project Monitor, or as otherwise directed by the Project Monitor, by the Project Completion Report Due Date set forth in the Project Timetable. The Project Completion Report must be approved by MDP prior to the release of the Final Disbursement of Grant funds. The Project Completion Report is intended to provide a record and capsule summary of the programs and/or projects accomplished during the Grant term. Incomplete reports will be returned, and Grant funds withheld, until all requested corrections are made. The Project Completion Report shall contain the following information:
 - a. One (1) copy of the Project Completion Report with all Project Deliverables, if applicable; and
 - b. A Request for Final Disbursement in form acceptable to MDP with all required or requested information and documentation to support expenditures of all Grant funds and Grantee's Contribution.

ATTACHMENT 1

ASSURANCE OF COMPLIANCE WITH EEO, CIVIL RIGHTS, AND DRUG AND ALCOHOL-FREE WORKPLACE REQUIREMENTS

Mayor and City Council of Cumberland (hereinafter called “**Grantee**”), having its principal address at 57 N Liberty Street, Cumberland, MD 21502,

HEREBY AGREES THAT IT WILL COMPLY WITH:

A. Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.) (collectively, the “**Acts**”), to the end that, in accordance with the Acts, no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. Guidelines for the implementation of Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended shall be carried out in accordance with relevant Department of the Interior regulations published in 43 CFR 17 and the instructions specified in Chapter 10 of the Historic Preservation Fund Grants Manual.

B. Title VII of the Civil Rights Act of 1964, as amended, to the end that, in accordance with Title VII of that Act, it shall be an unlawful employment practice for an employer:

1. to fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex; or

2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sexual orientation, national origin, disabilities, religion, age or sex;

C. Title VIII of the Civil Rights Act of 1968, as amended, to the end that, it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States;

D. State of Maryland Governor's Code of Fair Employment Practices, as amended.

E. Title 20 of the State Government Article of the Annotated Code of Maryland, as amended, which establishes the Commission on Civil Rights and prohibits discrimination in public accommodations, employment and residential housing practices;

F. State of Maryland Executive Order 01.01.1989.18 relating to drug-free and alcohol-free workplaces for non-State entities, promulgated November 28, 1989;

G. The State Policy on Equal Opportunity in receiving employment (Md. Code Ann., State Gov't Article § 20-602 (2014)), to the end that MDP shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices;

H. If the Grant is over \$200,000 and for a construction project, any State of Maryland Minority Business Enterprise Program which establishes a program to provide opportunities for minority contractors and vendors to participate in this Program; and the minority business enterprise plan submitted by or on behalf of Grantee as approved by the Department of Planning's Equal Opportunity Officer;

I. To the extent applicable, with local, State and federal laws regarding accessibility, including the Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.), and Section 502 of the Rehabilitation Act of 1973 as amended, (29 U.S.C. 792), (87 Stat. 394; 29 U.S.C. §794), which require that buildings designed, constructed, or altered with Federal assistance be made accessible to the physically disabled. These Acts also require that public conveyances procured with Federal assistance be readily accessible to, and usable by, physically disabled persons. Minimum accessibility standards for facilities are contained in "Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Disabled" published by the American National Standards Institute (41 CFR 101-19.6, Appendix A). As well, grantees may follow the standards contained in the Americans with Disabilities Act Accessibility Guidelines (28 CFR 36, Appendix A). These provisions are applicable to building or facilities owned or occupied by grantees/subgrantees which are intended to be accessible to the general public and which receive NMHA grant assistance (Refer to 36 CFR 1150, 1190, and the Historic Preservation Fund Grants Manual);

J. Federal Executive Order 11246 — Equal Employment Opportunity, which appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted;

K. With all other State and federal laws and regulations prohibiting discrimination on the grounds of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or disability.

GRANTEE HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given this ____ day of _____, 20__, in consideration of and for the purpose of obtaining, and shall continue for the period of, State financial or technical assistance extended after the date hereof to or on behalf of Grantee by MDP. Grantee recognizes and agrees that such State financial or technical assistance will be extended in reliance on the representations and agreements made in this Assurance. This Assurance is binding on Grantee, its successors, transferees, and assignees. Grantee further warrants that the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of Grantee.

WITNESS:

GRANTEE: MAYOR AND CITY
COUNCIL OF CUMBERLAND

(Signature)

By: _____

Name: _____

Title: _____

2020 CENSUS GRANT PROGRAM

GRANT AGREEMENT

This Grant Agreement (this “**Agreement**”) is entered into as of the Effective Date (defined in Section 1.b), by and between the Maryland Department of Planning, a principal department of the State of Maryland (“**MDP**” or “**Planning**”), acting in coordination with, and as authorized by, the 2020 Census Grant Program Panel (the “**Grant Panel**”), and Mayor and City Council of Cumberland, a local government organized and existing under the laws of the State of Maryland with its principal office located at 57 N Liberty Street, Cumberland, MD 21502 (the “**Grantee**”).

RECITALS

1. As included in the Fiscal Year 2020 Budget Bill for the State of Maryland (the “**State**”), MDP received a \$5,000,000 general fund appropriation in Fiscal Year 2020 (the “**Appropriation**”) to implement Chapter 18 of the 2018 Laws of Maryland (the “**Act**”), enacted on April 5, 2018 and effective June 1, 2018, establishing the 2020 Census Grant Program (the “**Program**”). The purpose of the Program is to provide Appropriation-funded grants to Maryland local governments and nonprofit organizations to support during the 2020 Census the accurate counting of the population of the State and its local jurisdictions and the collection of basic demographic and housing information.
2. In reliance upon the information and the representations contained in Grantee’s proposal dated December 13, 2019 (the “**Grant Application**”), the Secretary of Planning has determined that the project proposed in the Grant Application is consistent with the provisions of the Act. Based on this determination, the Secretary has awarded a Program grant to Grantee for the project on terms and conditions set forth in this Agreement. Accept as is revised or altered by the terms of this Agreement, the Grant Application is incorporated by reference into this Agreement and made a substantive part hereof.
3. The Program grant will be expended by Grantee in conformity with the requirements and provisions of the Act and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MDP and Grantee agree as follows:

1. Grant and Project Terms.

- a. Grant Purpose. The purpose of this Agreement is to provide the Grantee with funds in an amount not to exceed \$8,000.00 (eight thousand dollars) (the “**Grant**”) to carry out the activities set forth and described in Exhibit A – Project Requirements of this Agreement (the “**Project**”). Grantee

shall use the Grant only for the activities authorized in **Exhibit A- Scope of Work** (the “**Scope of Work**”), and shall operate the Project in accordance with the Act and the terms and conditions of this Agreement.

- b. **Grant Term.** This Agreement is effective as of the date it is executed by MDP on behalf of the Grant Panel (the “**Effective Date**”), and unless sooner terminated pursuant to the terms of this Agreement, or by the mutual consent of Grantee and MDP, shall terminate on the Termination Date set forth in **Exhibit A-Timetable** (the “**Project Timetable**”).
- c. **Project Timetable.** Grantee may commence the Project on the Project Commencement Date identified in the Project Timetable, and shall diligently pursue completion of the Project by the Project Completion Date identified in Project Timetable.
- d. **Extensions.** At its discretion, MDP may extend any date set forth in the Project Timetable, provided that the Grantee demonstrates to MDP’s satisfaction that the circumstances warrant such extension. An extension may be offered by MDP in writing or by email, and shall be deemed to be accepted by Grantee if Grantee fails to refuse the extension in writing or by email within ten (10) calendar days from the date the extension is offered.

2. **Project Monitor.** The staff member identified in Section 14.a of this Agreement shall serve as the project monitor for this Project (the “**Project Monitor**”).

3. **Grant Documents.**

The following documents shall be executed in connection with the Grant, which documents shall be satisfactory in form and substance to MDP:

- a. This Agreement;
- b. An Assurance of Compliance (**Attachment 1**); and
- c. Any other document or instrument that may be required by MDP.

4. **Expenditure of Grant Proceeds.**

All Grant funds shall be expended on or before the Project Completion Date.

- a. Grantee shall expend the Grant in accordance with the Project Budget. Any change to the allocation of funds as authorized in the Project Budget must have prior written approval from the Project Monitor.
- b. Grantee shall not use any portion of the Grant to fund, disperse to, pay, or otherwise finance any 2020 Census-related activities undertaken by any other entity that was awarded a grant under the Program.

- c. Grantee may incur Project expenses commencing on the Project Commencement Date. All costs incurred by Grantee before the Project Commencement Date are incurred voluntarily at Grantee's risk and upon its own credit and expense. Grantee's rights to be reimbursed with Grant proceeds shall be governed by the provisions of this Agreement.
- d. If the Project is completed for an amount less than that reflected in the Project Budget, the amount of the Grant may be reduced and Grantee shall return all unexpended Grant proceeds to MDP.
- e. MDP must approve changes to the Project Budget as set forth in Section 4.a. above, the Scope of Work, the Project Timetable, or any other term of this Agreement.
- f. THE GRANTEE SHALL NOT USE ANY PORTION OF THE GRANT TO ENGAGE IN, OR TO ASSIST OR CAUSE OTHERS TO ENGAGE IN, POLITICAL ACTIVITIES, INCLUDING, WITHOUT LIMITATION, USING THE GRANT: (I) FOR THE PURPOSE OR INTENT OF INFLUENCING, INTERFERING WITH, OR AFFECTING THE RESULT OF AN ELECTION OR NOMINATION FOR PUBLIC OFFICE; OR (II) TO DIRECTLY OR INDIRECTLY CONTRIBUTE ANYTHING OF VALUE TO A POLITICAL PARTY, CANDIDATE FOR PUBLIC OFFICE, OR ANY OTHER ENTITY, COMMITTEE, ORGANIZATION, AGENCY OR PERSON FOR POLITICAL PURPOSES. GRANTEE AND ANY AGENTS OF GRANTEE SHALL NOT, WHILE UNDERTAKING THE PROJECT, ENGAGE IN, OR ENGAGE IN ANY CONDUCT THAT COULD REASONABLY BE PERCEIVED AS ENGAGING IN, ANY SUCH POLITICAL ACTIVITIES. NOTWITHSTANDING SECTION 7 OF THIS AGREEMENT, ANY CONDUCT THAT FAILS TO COMPLY WITH THIS PROVISION SHALL BE AN ACT OF DEFAULT AND CAUSE FOR (I) IMMEDIATE TERMINATION OF THIS AGREEMENT AND (II) RECOUPMENT BY MDP OF ALL GRANT FUNDS DISPERSED TO GRANTEE PRIOR TO TERMINATION.

5. **Requirements.**

- a. On or before the Project Commencement Date, Grantee shall obtain all applicable certifications, licenses, permits, and approvals useful or necessary to operate the Project, and shall maintain the same through the Termination Date.
- b. During the term of the Agreement, all work performed in connection with the Project is subject to inspection and approval by MDP or its authorized agents.

6. **Disbursement of Grant Proceeds.**

- a. Provided that Grantee is not in default under this Agreement, MDP shall disburse the Grant in two (2) disbursements to Grantee as the Project progresses, based upon requests for disbursement submitted by Grantee to the Project Monitor (a "**Request for Disbursement**"). The final ten (10%) percent of the Grant will be retained by MDP until satisfaction of the conditions set forth in sub clause (d) below (the "**Final Disbursement**"). All Requests for Disbursement shall be satisfactory

to MDP and include such information and documentation in form and content as may be required or requested by MDP. MDP may withhold a disbursement for failure to comply with its requirements or requests.

- b. MDP will not disburse the Grant until Grantee has satisfied all applicable conditions set forth in the Program Guidelines, which are incorporated by reference into this Agreement.
- c. Requests for Disbursement will be processed within approximately forty-five (45) days from MDP's receipt of the request. The Requests for Disbursement shall not exceed the eligible costs incurred and approved by MDP.
- d. The Final Disbursement will be disbursed to Grantee in accordance with a request for final disbursement upon:
 - (i) Grantee's completion of the Project to the satisfaction of MDP;
 - (ii) Grantee's submission of a Project Completion Report (as defined in Section 9) on or before the Project Completion Report Due Date set forth in Project Timetable, in a form acceptable to MDP, which includes information evaluating the effectiveness of the Project; and
 - (iii) Grantee's submission of final documentation of the Grant, satisfactory in form and content to MDP.
- e. All Requests for Disbursement shall be submitted by electronic mail to the Project Monitor. Grantee shall provide additional supporting documentation as MDP may require from time to time.
- f. MDP may withhold disbursement of Grant funds if at any time MDP determines in its sole discretion that Grantee is in default under this Agreement.

7. Default and Remedies.

- a. A default under this Agreement shall occur if:
 - (i) Grantee fails to comply with any of the covenants, agreements, or certifications made by the Grantee in this Agreement;
 - (ii) At any time any representation or warranty made by Grantee in connection with the Grant, the Agreement, or the Grant Application shall be inaccurate or incorrect in any manner;
 - (iii) Grantee knowingly makes or causes to be made any material misstatement of fact, including an understatement or overstatement of financial condition, in a statement or report required

under the Agreement, the Grant Application, for a Request for Disbursement, or affecting the Grant in general;

- (iv) The Grant funds are not spent in accordance with the terms of this Agreement;
 - (v) Grantee is in default under any other agreement related to the Project which, in MDP's sole discretion, may have an adverse material impact on the Project;
 - (vi) At any time during the period of the Grant, there is pending or ongoing litigation with respect to Grantee's performance of any duties or obligations in connection with the Project or the Grant which may jeopardize or adversely affect this Agreement or the Project in MDP's judgement;
 - (vii) Grantee is not performing or completing the Project in accordance with the terms of this Agreement, or in a manner satisfactory to MDP; or
 - (viii) Grantee has not expended the Grant funds necessary to complete the Project by the Project Completion Date.
- b. MDP shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default.
- c. Upon the occurrence of a default that continues beyond the 30-day cure period, MDP may:
- (i) Reduce the amount of the Grant or withhold payment of Grantee's next requested disbursement of the Grant;
 - (ii) Demand repayment of the Grant from Grantee in whole, or in part; or
 - (iii) Terminate this Agreement by written notice to Grantee.
- d. In the event of MDP's termination of the Agreement:
- (i) Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title, or interest in or to any of the Grant funds not disbursed;
 - (ii) MDP may exercise any or all of its rights under this Agreement contemporaneously with any or all of its remedies, and all of such rights shall survive the termination of this Agreement;
 - (iii) In addition to the rights and remedies contained in this Agreement, MDP may at any time proceed to protect and enforce all rights available to MDP by suit in equity, action at law, or

by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement; and

- (iv) The occurrence of Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets shall be an event of default under this Agreement, and MDP shall have the right to terminate this Agreement immediately.

8. Records and Reports.

- a. Grantee and any subgrantees, contractors, or subcontractors of Grantee shall maintain accurate books, accounts, and records in a form acceptable to MDP of all transactions relating to the receipt and expenditure of the Grant for the Project. All of these books, accounts, and records shall be open to the inspection of MDP's representatives or other agencies of the State during reasonable working hours before, during, or after the period of time during which the Grant proceeds are expended. Grantee shall make its administrative offices and personnel, whether full-time, part-time, consultants, or volunteers, available to MDP upon request.
- b. Books, accounts, and records of contractors and subcontractors shall be maintained and made available to MDP for inspection for up to five (5) years after either the date of Grantee's final expenditure of Grant funds or the termination of this Agreement, whichever is later.
- c. Grantee shall provide MDP with a project completion report (the "**Project Completion Report**"), in the form provided by MDP and further described in **Exhibit A – Reports**. The Project Completion Report is due by the Project Completion Report Due Date identified in the Project Timetable.
- d. Upon MDP's request, Grantee shall provide MDP with copies of any audits performed on Grantee's records by any other entity.
- e. In addition to the requirements set forth above, Grantee shall provide MDP with such additional records, reports, and other documentation as may be required by MDP.

9. General and Special Covenants.

- a. The Grantee and/or its agents are responsible for complying with all federal, State, and local laws applicable to the Project. This responsibility may include, but is not limited to, compliance with local zoning, building, and public safety codes, review by local historic preservation commissions, and federal and State licensing, permitting, and environmental requirements.
- b. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, AND IN CONSIDERATION FOR THE GRANT PROVIDED UNDER THIS AGREEMENT, GRANTEE IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, RELATING TO OR IN

ANY WAY CONNECTED WITH THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE GRANTEE. AT ANY TIME AFTER AN EVENT OF DEFAULT UNDER THIS AGREEMENT, THE GRANTEE HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD WITHIN THE STATE OF MARYLAND TO APPEAR FOR GRANTEE IN ANY COURT OF THE STATE OF MARYLAND IN ONE OR MORE PROCEEDINGS OR BEFORE ANY CLERK THEREOF, AND CONFESS JUDGMENT AGAINST THE GRANTEE WITHOUT PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, IN FAVOR OF MDP FOR AN AMOUNT EQUAL TO THE GRANT (OR THE DISBURSED PORTION OF THE GRANT IF NOT FULLY DISBURSED), PLUS ALL OTHER AMOUNTS DUE AND PAYABLE BY THE GRANTEE AS SET FORTH HEREIN, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES.

- c. Grantee is expressly prohibited from supplanting the Grant funding. Existing funds for the Project activities may not be displaced by the Grant funds and reallocated for Grantee's other organizational expenses. The Grant funds must be used to supplement Grantee's existing federal, State, local, or non-public funds for Project activities. If a question of supplanting arises, Grantee will be required to substantiate that the reduction in federal, State, local or non-public resources occurred for reasons other than the receipt or expected receipt of the Grant funds.
- d. With respect to all Project related (i) public events such as press releases, interviews, ground breaking ceremonies, dedications, media events; and (ii) materials such as programs, videos and/or slide/tape productions, installation of exhibits, signage, and any other materials which are developed with the assistance of the Grant:
 - (i) Grantee shall notify MDP in a timely manner of any public events relating to the Project, and shall provide MDP an opportunity to participate in the event, at MDP's discretion.
 - (ii) Grantee, subgrantees, and any consultant hired by Grantee shall, unless exempted from this requirement by the Project Monitor, include on or in any printed materials or online content created in connection with the Project (i) the Maryland 2020 Census logo which can be accessed and downloaded in multiple formats at <https://planning.maryland.gov/MSDC/Pages/census/census-grant-2020.aspx> and (ii) an acknowledgment of State support with the following content:

This Project has been financed in part with State funds from Maryland's 2020 Census Grant Program. Project content or opinions do not necessarily reflect the views or policies of the State of Maryland or any of its instrumentalities.

10. Grantee's Certifications.

By executing the Agreement, Grantee certifies to MDP that:

- a. If applicable, Grantee is duly organized and validly existing under the laws of Maryland, or is duly qualified to do business in Maryland, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;
- b. This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;
- c. The representations, statements, and other matters contained in the Agreement and the Grant Application are and remain true and complete in all material respects;
- d. If applicable, Grantee has obtained, or has reasonable assurances that it will obtain, all federal, State, and local government approvals, permits, and reviews which may be required for the Project;
- e. None of Grantee's assignees, designees, agents, members, officers, employees, consultants, or members of its governing body, or any local governmental authority exercising jurisdiction over the Project, and no other public official who exercises or has exercised any functions or responsibilities with respect to the Project during such person's tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for any work or any activity to be performed in connection with the Project, or receive any benefit therefrom, that is part of the Project at any time during or after such person's tenure. No officer, director, or member of Grantee will personally benefit from the Grant or the Project; and
- f. Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

11. Nondiscrimination Provisions; Equal Opportunity Compliance.

- a. Grantee may not discriminate, and certifies that it prohibits discrimination in leasing or otherwise providing dwelling or public accommodations or in any other aspect of the development, administration, or operation of the Project, or in any aspect of employment by the Grantee or contractor of the Project, on the basis of:
 - (i) age or sex (except with respect to residents in elderly projects or when age or sex constitutes a bona fide occupational qualification), or
 - (ii) race, color, creed, political or religious opinion or affiliation, national origin, sex, sexual orientation, marital status, or physical or mental handicap of a qualified handicapped individual.

- b. Grantee shall comply with the requirements and provisions of MDP's Assurance of Compliance (attached to this Agreement as Attachment 1).
- c. Grantee shall comply with all applicable federal, State, and local laws and departmental policies and programs regarding discrimination and equal opportunity in employment, housing, and credit practices including:
 - (i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - (ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - (iii) The Governor's Code of Fair Practices, as amended; and
 - (iv) The State of Maryland's Minority Business Enterprise Program, as amended, if Grantee does not have its own minority business participation program which is acceptable to MDP.
 - (v) Upon MDP's request, Grantee will submit to MDP information relating to its operations, with regard to political or religious opinion or affiliation, sexual orientation, marital status, physical or mental handicap, race, color, creed, sex, age, or national origin on a form to be prescribed by MDP.
 - (vi) Governor's Executive Order 01.01.1989.18 regarding a drug-and alcohol-free workplace and any regulations promulgated thereunder.

12. Indemnification.

Grantee releases MDP and the State from, agrees that MDP and the State shall not have any liability for, and agrees to protect, indemnify, and hold the State Units harmless from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature incurred by, or asserted or imposed against MDP or the State as a result of or in connection with the Project. All monies expended by the State as a result of such liabilities, suits, actions, claims, demands, and costs incurred in enforcing the Agreement, including reasonable attorney's fees, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to MDP. This Section shall survive the term of this Agreement.

13. Insurance.

- a. Grantee shall obtain general commercial liability, comprehensive public liability, workers' compensation, and other business insurance coverages useful or necessary to carry out the Project, as may be required by MDP, and in the form and amounts required by MDP. If requested by MDP, Grantee must submit evidence of such insurance to the Project Monitor.

- b. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- c. To the extent applicable, insurance coverage shall be in force prior to the Project Commencement Date and shall contain terms and coverages satisfactory to MDP. Upon request, Grantee shall name the State as an additional insured under the liability or other business insurance policies.
- d. If Grantee is a local government, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to MDP.

14. Notices.

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

- a. Communications to MDP shall be sent to:

Maryland Historical Trust
100 Community Place
Crownsville MD 21032
Attn: Sabrina Roundtree, Assistant Grants Manager
(w) 410 697-9622
Email: sabrina.roundtree@maryland.gov

or to such other person as may be designated by MDP.

- b. Communications to Grantee shall be mailed to:

Ms. Morgan Alban
Engineering Consultant, City of Cumberland Engineering Department
57 N Liberty St
Cumberland, MD 21502

or to such other person as may be designated by Grantee.

- 15. Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by MDP to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

16. **Amendment.** MDP must approve all changes to the Scope of Work, the Project Budget (except as provided in Section 4.a), the Project Timetable, or any other term of this Agreement. Except as provided in Section 1.d. of the Agreement, this Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
17. **Assignment.** This Agreement may not be assigned without MDP's prior written approval.
18. **Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions hereof.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
20. **Pre-Existing Regulations.** In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the Effective Date of this Agreement are applicable to this Agreement.
21. **Governing Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland (the "State").
22. **Costs.** Grantee shall bear all costs incident to the Grant including, without limitation, fees for permits, licenses, insurance, and Grantee's attorneys' fees, if any.
23. **Acceptance.** Grantee's acceptance of this Agreement shall constitute Grantee's unconditional agreement to comply with the terms and provisions herein, and shall be indicated by signing this Agreement in the place provided below and returning it to MDP to the attention of the Project Monitor.
24. **No Warranty or Representation.** All acts, including any failure to act, relating to the Project, by any agent, representative or designee of the State are performed solely for the benefit of the State to assure the proper expenditure of the Grant and are not for the benefit of any other person.
25. **Voluntary Termination.** MDP and Grantee shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In the event of voluntary termination by MDP, Grantee's authority to request disbursements shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not yet disbursed to Grantee. At the time of termination, Grantee shall return to MDP any funds disbursed to Grantee but not yet expended by Grantee as authorized by this Agreement.

WITNESS the hands and seals of MDP and the Grantee, as of the Effective Date.

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF CUMBERLAND

(Signature)

By: _____ (SEAL)
Name: _____
Title: _____

WITNESS:

MARYLAND DEPARTMENT OF PLANNING

(Signature)

By: _____
Name: _____
Title: _____

Date of Execution on behalf of MDP
(Effective Date)

Approved for form and legal sufficiency
this _____ day of _____, 20____

Assistant Attorney General

Attachments:

Exhibit A	Project Requirements
Attachment 1	Assurance of Compliance

Council Agenda Summary

Meeting Date: February 4, 2020

Agenda Item Number: Order 26,605

Key Staff Contact: Morgan Alban

Item Title:

Order 26,605 - authorizing execution of a 2020 Census Grant Program Agreement with the MD Department of Planning for the receipt of \$8,000 to be used to promote and encourage community participation in the 2020 Census

Summary:

Execute grant agreement for the FY2020 Maryland Census Grant in the amount of \$8,000.00. The grant will be used to promote and encourage participation in the 2020 Census. Items for promotional use will be bought with the grant money as well as advertisements in the new paper. Purchasing of flyers to hang in public locations. The main use of the grant will be for community outreach. The grant is based on reimbursement for funds.

Issues and Considerations:

Grant Agreement & exhibit A

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$8,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Item Attachment Documents:

Order 26,606 - accepting the proposal from S&S Electrical, Inc., (procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid) for installation of a new traffic light pole and signal devices at the intersection of Mechanic and Harrison Streets (City Project 05-20-M) in the estimated unit cost of \$56,148.90

- ORDER -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,606

DATE: February 4, 2020

ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the proposal from S&S Electrical, Inc., 2252 Frankfort Highway, Ridgely, WV, 26753, for installation of a new traffic light pole and signal devices at the intersection of Mechanic and Harrison Streets be and is hereby accepted in the estimated unit cost of Fifty-six Thousand, One Hundred Forty-eight Dollars and Ninety Cents (\$56,148.90); and

BE IT FURTHER RESOLVED, that this project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid.

Raymond M. Morriss, Mayor

Budget: 001.059.201000
Funding – Insurance Claim

Work Order Signature Document

NJPA EZIQC Contract No.: MD-WMA-E02-042419-SSE

New Work Order

 Modify an Existing Work Order

Work Order Number: 075061.00	Work Order Date: 01/16/2020
Work Order Title: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.	
Owner Name: City of Cumberland	Contractor Name: S & S Electrical, Inc.
Contact: Robert Smith	Contact: Dan Strietbeck
Phone: 301-759-6601	Phone: No Data Input

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No MD-WMA-E02-042419-SSE.

Brief Work Order Description:

Install New Traffic Light and Pole

Time of Performance *See Schedule Section of the Detailed Scope of Work*

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$56,148.90

Owner Purchase Order Number:

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date

Detailed Scope of Work

To: Dan Strietbeck
S & S Electrical, Inc.
2252 Frankfort Hwy
Ridgely, WV 26753
No Data Input

From: Robert Smith
City of Cumberland

301-759-6601

Date Printed: January 16, 2020

Work Order Number: 075061.00

Work Order Title: CTYCUMBLND- Install New Traffic Light Mechanic & Harrison St.

Brief Scope: Install New Traffic Light and Pole

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

The City of Cumberland Maryland
Installation of Traffic Light Pole
Intersection of Mechanic Street and Harrison Street

The City of Cumberland Maryland
57 N. Liberty Street
Cumberland MD. 21502

The Contractor shall provide a cost proposal for the following Detailed Scope of Work.

The existing traffic light pole and signal devices was destroyed by a tractor trailer which broke the pole off at the concrete base.

The Contractor shall perform the work needed to install a new pole and signal devices in making sure that this work will meet all required Maryland State Highway specifications.

The work shall consist but not limited to the following:

Furnish and Install new Pole w/ Mast arms.

Furnish and Install (6) new traffic light signals.

Core old Pole base and pour new base approx.6 FT down.

Fix any issues in surrounding concrete.

Provide new power and control wiring that tie into existing circuits.

Work in existing electrical vault.

Detailed Scope of Work Continues..

Work Order Number: 075061.00

Work Order Title: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.

Coordination with Power Company about existing pole next to Light.

Traffic Control for duration of project whereas there will be equipment and labor force in the work area..

All necessary wire, boxes, terminations, etc....

During the time of the project any changes to the Detailed Scope of Work shall be done as per a Supplemental Job Order.

All work shall be done in an efficient and effective matter.

All safety requirements shall be followed.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: January 16, 2020
IQC Master Contract #: MD-WMA-E02-042419-SSE
Work Order Number: 075061.00
Owner PO #:
Work Order Title: CTYCUMBRND- Install New Traffic Light Mechanic & Harrison St.
Contractor: S & S Electrical, Inc.
Proposal Name: CTYCUMBRND- Install New Traffic Light Mechanic & Harrison St.
Proposal Value: \$56,148.90

Category - Concrete	\$2,064.53
Category - Concrete reinforcement	\$942.11
Category - Demo	\$8,652.02
Category - Pole	\$32,161.22
Category - Traffic Control	\$12,329.02
Proposal Total	\$56,148.90

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 24.89%

Contractor's Price Proposal - Detail

Date: January 16, 2020
IQC Master Contract #: MD-WMA-E02-042419-SSE
Work Order Number: 075061.00
Owner PO #:
Work Order Title: CTYCUMBRND- Install New Traffic Light Mechanic & Harrison St.
Contractor: S & S Electrical, Inc.
Proposal Name: CTYCUMBRND- Install New Traffic Light Mechanic & Harrison St.
Proposal Value: \$56,148.90

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Concrete

1	01 22 20 00-0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,744.94						
				Quantity	Unit Price	Factor	=	Total			
				Installation	24.00	x	50.95	x	1.4270	=	\$1,744.94
				Handling of Concrete Mixing/Finishing							
2	03 30 53 00-0007		CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.	\$311.90						
				Quantity	Unit Price	Factor	=	Total			
				Installation	11.00	x	19.87	x	1.4270	=	\$311.90
3	03 30 53 00-0007	0030	MOD	For 4,000 PSI Concrete, Add	\$7.69						
				Quantity	Unit Price	Factor	=	Total			
				Installation	11.00	x	0.49	x	1.4270	=	\$7.69

Subtotal for Concrete **\$2,064.53**

Concrete reinforcement

4	01 22 20 00-0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$581.65						
				Quantity	Unit Price	Factor	=	Total			
				Installation	8.00	x	50.95	x	1.4270	=	\$581.65
				Tying Rebar Cages							
5	03 11 13 00-0073		LF	18" Diameter Round Fiber Tube Formwork	\$150.86						
				Quantity	Unit Price	Factor	=	Total			
				Installation	6.00	x	17.62	x	1.4270	=	\$150.86
6	03 11 13 00-0073	0018	MOD	For Columns >12' In Length, Add	\$15.07						
				Quantity	Unit Price	Factor	=	Total			
				Installation	6.00	x	1.76	x	1.4270	=	\$15.07
7	03 21 13 00-0042		LF	#7, Grade 60, Columns, Galvanized Steel Reinforcement Bar	\$194.53						
				Quantity	Unit Price	Factor	=	Total			
				Installation	48.00	x	2.84	x	1.4270	=	\$194.53

Subtotal for Concrete reinforcement **\$942.11**

Demo

8	01 22 20 00-0008		HR	Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$3,489.87						
				Quantity	Unit Price	Factor	=	Total			
				Installation	48.00	x	50.95	x	1.4270	=	\$3,489.87

Contractor's Price Proposal - Detail Continues..

Work Order Number: 075061.00
Work Order Title: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.

Proposal Name: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.
Proposal Value: \$56,148.90

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Demo					
9	01 22 20 00-0015		HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,252.11
				Installation	
				Quantity	Unit Price
				24.00	36.56
				x	x
					Factor =
					Total
					\$1,252.11
				Dispose of removed materials into dump truck	
10	01 22 23 00-1355		DAY	1/2 To 3/4 Ton, 4 x 2 Light Duty Conventional Pickup Truck With Full-Time Truck Driver	\$831.14
				Installation	
				Quantity	Unit Price
				1.00	582.44
				x	x
					Factor =
					Total
					\$831.14
				Haul in/out Drill	
11	01 22 23 00-1362		DAY	2.5 CY Rear Dump Truck With Full-Time Truck Driver	\$682.91
				Installation	
				Quantity	Unit Price
				1.00	478.56
				x	x
					Factor =
					Total
					\$682.91
				Removal of Existing material	
12	02 41 19 13-0148		IN	Drill 12" Diameter Core In >12" Concrete	\$2,395.99
				Installation	
				Quantity	Unit Price
				72.00	23.32
				x	x
					Factor =
					Total
					\$2,395.99
Subtotal for Demo					\$8,652.02
Pole					
13	01 22 20 00-0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$720.92
				Installation	
				Quantity	Unit Price
				8.00	63.15
				x	x
					Factor =
					Total
					\$720.92
				Pull Wire, Run Seal Tite, and Terminate	
14	01 22 20 00-0010		HR	ElectricianFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$10,813.81
				Installation	
				Quantity	Unit Price
				120.00	63.15
				x	x
					Factor =
					Total
					\$10,813.81
15	01 22 23 00-0112		DAY	48' Bucket Truck With Full-Time Operator	\$4,251.16
				Installation	
				Quantity	Unit Price
				3.00	993.03
				x	x
					Factor =
					Total
					\$4,251.16
16	01 22 23 00-0112	0039	MOD	For Equipment Without Operator, Deduct	-\$346.75
				Installation	
				Quantity	Unit Price
				0.75	-323.99
				x	x
					Factor =
					Total
					-\$346.75
17	26 00 00 00-0001		EA	Traffic Light Pole w/ Mast Arms and Traffic Lights Package	\$13,975.74
				Installation	
				Quantity	Unit Price
				1.00	11,752.22
				x	x
					Factor =
					Total
					\$13,975.74
				(2) 30' arms & (6) Light Assemblies	
18	26 05 19 16-0626		LF	6/c #14, 600 Volt, 90 Degree Celsius, Multi-Conductor Type SOOW Cord (Carol Super Vu-Tron)	\$2,661.36
				Installation	
				Quantity	Unit Price
				500.00	3.73
				x	x
					Factor =
					Total
					\$2,661.36

Contractor's Price Proposal - Detail Continues..

Work Order Number: 075061.00
Work Order Title: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.

Proposal Name: CTYCUMBRLND- Install New Traffic Light Mechanic & Harrison St.
 Proposal Value: \$56,148.90

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Pole

19	26 05 33 13-2284		LF	3/4" Flexible Liquid Tight Metallic Conduit	\$84.98
				Installation	
				Quantity	Unit Price
				15.00 x	3.97 x
					Factor =
					Total
					\$84.98

Subtotal for Pole **\$32,161.22**

Traffic Control

20	01 22 20 00-0059		HR	Flagperson For Traffic Control	\$8,347.38
				Installation	
				Quantity	Unit Price
				160.00 x	36.56 x
					Factor =
					Total
					\$8,347.38
21	01 22 23 00-1355		DAY	1/2 To 3/4 Ton, 4 x 2 Light Duty Conventional Pickup Truck With Full-Time Truck Driver	\$4,155.71
				Installation	
				Quantity	Unit Price
				5.00 x	582.44 x
					Factor =
					Total
					\$4,155.71
				Moving Flaggers on site	
22	01 22 23 00-1355	0039	MOD	For Equipment Without Operator, Deduct	-\$462.33
				Installation	
				Quantity	Unit Price
				1.00 x	-323.99 x
					Factor =
					Total
					-\$462.33
23	01 55 26 00-0028		DAY	28" Cone With Reflective Collar	\$26.83
				Installation	
				Quantity	Unit Price
				40.00 x	0.47 x
					Factor =
					Total
					\$26.83
24	01 55 26 00-0085		DAY	Mesh Or Vinyl Roll-up Sign With Stand	\$261.43
				Installation	
				Quantity	Unit Price
				40.00 x	4.58 x
					Factor =
					Total
					\$261.43
				Flag Sign and Construction Sign	

Subtotal for Traffic Control **\$12,329.02**

Proposal Total **\$56,148.90**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 24.89%



QUOTATION

Quote No. 14721 — 37495

Quoted To:	Project Information:
S&S ELECTRIC ATTN: DAN	Project Location: Harrison St @ Mechanic St Project ID No.: Contract ID No.: City / Locale: Cumberland MD

Notes:

Copy of a valid job Bond is required.
 Estimated Lead time at time of quote: 18-20 weeks * unless noted. Poles may ship earlier or later due to load consolidation.
 Freight Included - unless noted.
 Anchor Bolts Included (typical lead time 4-6 weeks)
 If submittals are required, please send Hold for Release (HFR) PO with correct item number and quantities.
 At time of release, TS&T will need all material quantities confirmed by contractor on their PO.
 NO blank Purchase orders will be processed.
 If job requires Inspection TS&T must have a valid contract number to submit.
 Approved copies of submittals are required prior to release.
 All material subject to approval prior to release
 Per each line item, all materials listed are included with price, if not listed not quoted.
 If different size pole caps or arm caps are required, contractor must notify TS&T at time of release or additional charges will be applied.

Quote Date	Bid Date	FOB	Terms	Created By
1/8/2020	1/8/2020	See Notes		Susan Emerick

BID#	Description	QTY	UNITS	UNIT PRICE	EXTENDED PRICE
	27' Steel Pole w/Twin 30'/30' Mast Arms, w/AB & Bottom Plate Notes: Contractor to cut if required.	1	EA		
	12", 3-sec Signal Head LED (R,Y,G) w/ Visors & Hdw Notes:	6	EA		

Terms & Conditions of this Quote:

- Quoted prices will be held firm for 30 days. Prices subject to change if the order is not release within 60 days from the date of PO.
- Quotation based on quantities and design information provided at time of quotation. The customer is solely responsible for determining final acceptability of materials and quantities for the intended use. If quantities or design changes occur, TS&T reserves the right to adjust prices accordingly.
- The estimated lead time listed above is based on current factory schedule at the time of the quote. The estimated lead time from the date of release will be dependent on the factory's schedule at that time.
- Payment terms are net 30 days from date of invoice. Payments not received within 45 days shall be charged 1.5% (18% APR) per month until paid in full. Any material not paid within 75 days will be cause to notify the general contractor, bonding company, and state of non-payment.
- Statements, terms, or agreements not contained herein shall have NO affect unless signed by an officer of TS&T.
- It is the customer's responsibility to notify TS&T of any completion dates at time of order. TS&T will not be held accountable for any "liquidated damages" or "penalties" for late shipments, unless agreed to by both parties in writing prior to order entry.
- All NEW customers will be required to pay 50% at time of order and balance will paid prior to material being shipped.

Authorized Signature: _____ Date: _____
 ***Please fax a copy of signed quote with your PO#, this will assure no delays to your order.

SUBJECT TO APPROVAL.
NON-RETURNABLE.

Thanks,
Susan
301-777-0060

Merchandise Total	11,087.00
Total Misc. Charges	0.00
Sales Tax	Not Included
TOTAL	11,087.00

Council Agenda Summary

Meeting Date: February 4, 2020

Agenda Item Number: Order 26,606

Key Staff Contact: Robert Smith, Kim Root

Item Title:

New Traffic Light Pole @ Mechanic & Harrison Sts.

Summary:

Accepting the proposal from S&S Electric for City Project 5-20-M for the estimated unit cost of \$56,148.90. This project was procured through Gordian EZ IQC using NJPA pricing to solicit a competitive bid. The contractor will perform the work needed to install a new pole and signal devices meeting the requirements of MD SHA Spec. This project is a result of a tractor trailer hitting the pole and destroying the pole and concrete base.

Issues and Considerations:

The cost of this work will be funded through an Insurance Claim.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Budget:	001.059.201000
Value of award:	\$56,148.90
If item is not budgeted, does the budget need to be appropriated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	