



BERLIN MAYOR AND COUNCIL
Meeting Agenda

Berlin Town Hall
10 William Street
Monday, November 13, 2023

Please note that the times indicated below are approximate and that additional timing protocols may be indicated for specific agenda items.

6:00 PM CLOSED SESSION – Conference Room

STATUTORY AUTHORITY TO CLOSE SESSION, General Provisions Article, §3-305(b):

(7) To consult with counsel to obtain legal advice on a legal matter; and

(8) To consult with staff, consultants, or other individuals about pending or potential litigation;

a. Discussion item: PFAS (perfluoroalkyl or polyfluoroalkyl substances) Class Action Lawsuit

7:00 PM CALL TO ORDER, REGULAR SESSION – Council Chambers

1. 7:05 PM CONSENT AGENDA:

a) Approval of Minutes for:

1. Regular Session of 10.23.23

2. Closed Session of 10.23.23

3. Special Open Session of 11.02.23

2. 7:10 PM PRESENTATION: Citation: Years of Service Award, Kate Patton - Mayor Zack Tyndall

3. 7:15 PM ITEM(S) FOR APPROVAL:

a) Motion 2023-53: Approve Phase II of BEACON Strategic Plan – Mayor Zack Tyndall

b) Motion 2023-54: Approval of Agreement for legal representation in Class-Action Lawsuit Regarding PFAS Contaminants - Town Attorney David Gaskill

c) Motion 2023-48: West Street Roadway Reconstruction and Utility Upgrades Design Phase – DBF Assoc./Sr. Municipal Engineer Josh Taylor & EA Engineering Project Manager Darl Kolar

d) Motion 2023-55: Approval of RFP 2023-10 Heron Park Demolition – Town Administrator Mary Bohlen & DBF Senior Structural Engineer Andrew Welch

e) Motion 2023-56: Approval of Award of RFP 2023-09 Broad Street Pump Station Replacement – Water Resources Director Jamey Latchum & DBF Assoc./Sr. Municipal Engineer Josh Taylor

f) Motion 2023-57: Amendments to Employee Handbook, Sections Three and Appendices – Human Resources Director Kelsey Jensen & Town Administrator Mary Bohlen

g) Resolution 2023-04: Fee Schedule Revision – Town Administrator Mary Bohlen

4. 8:00 PM DISCUSSION: Town of Berlin Employee Step and Grade System – Human Resources Director Kelsey Jensen & Town Administrator Mary Bohlen

5. 8:20 PM REPORTS: Town Administrator's Report, Departmental Reports

6. 8:30 PM COMMENTS FROM THE PUBLIC

Any person who may wish to speak on a matter at the Regular Session may be heard during

COMMENTS FROM THE PUBLIC for a period of five (5) minutes or such time as may be deemed

appropriate by the Mayor. Anyone wishing to be heard shall state their name, street name, and subject on which they wish to speak.

- 7. 8:40 PM COMMENTS FROM THE COUNCIL**
- 8. 8:50 PM COMMENTS FROM THE MAYOR**
- 9. 8:55 PM COMMENTS FROM THE PRESS**
- 10. 9:00 PM ADJOURNMENT**

To access the Meeting via Facebook, please click the blue Facebook icon at the top of any page on www.berlinmd.gov, or type @townofberlinmd in the Facebook search bar. QR code links to online packet. Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Mary Bohlen at (410) 641-2770. Written materials in alternate formats for persons with disabilities are made available upon request. TTY users dial 7-1-1 in the State of Maryland/outside Maryland dial 1-800-735-2258.





BERLIN MAYOR AND COUNCIL
Meeting Minutes
Monday, October 23, 2023

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

Present: Mayor Zackery Tyndall, Vice President Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris.

Staff Present: Town Administrator Mary Bohlen, Town Attorney David Gaskill, Finance Director Natalie Saleh, Public Works Director Jimmy Charles, Water Resources Director Jamey Latchum, Mayor's Executive Assistant Sara Gorfinkel, Human Resources Director Kelsey Jensen, and Administrative Assistant Kate Daub.

This meeting was also broadcast live via Facebook. Following a moment of silence and the Pledge of Allegiance, Mayor Tyndall called the meeting to order at approximately 7:00 PM.

1. Consent Agenda:

A) Approval of Minutes for:

1. Work Session of 10.10.23
2. Regular Session of 10.10.23

Councilmember Orris suggested removing the Work Session minutes from the Consent Agenda as there was not a quorum present at the meeting and recommended the minutes be approved by consensus.

Mayor Tyndall instructed the Council to approve the Regular Session minutes of October 10, 2023, only.

On the motion of Councilmember Knerr, second by Councilmember Nichols, the Regular Session Minutes of 10.10.23 were approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Councilmember Orris made Administrative Assistant Kate Daub aware there was an error on page six of the Regular Session minutes; he stated he asked Finance Director Natalie Saleh if she could recall the last time the Stormwater Fund ended in a positive and not the Sewer Fund as listed in the minutes.

Mayor Tyndall asked if there was a consensus among the council members who were present at the Work Session to approve agenda item A1 due to lack of quorum; Councilmembers Green and Knerr agreed and the Work Session Minutes of October 10, 2023, were adopted based on consensus.

2. Presentation(s):

- a) Swearing-In Ceremony: Newly Appointed Boards, Commission, and Committee Members
Mayor Tyndall invited Ms. Nikki Lowry, who was present at the meeting, to join him at the front of the council chambers for the swear-in ceremony. He explained that Ms. Lowry is a newly appointed member of the Arts and Entertainment Advisory Board. Following the swear-in, Ms. Lowry was asked to sign the oath of office for the record.
- b) Citation: Municipal Government Workers Month
Mayor Tyndall proclaimed November as Municipal Government Workers Month stating the Town of Berlin is proud to promote municipal government awareness. He explained there is a lot of great work that happens on the peripheries and thanked each Department, Board, Commission, and Committee member for their hard work and service to the town.

3. Item(s) For Approval:

- a) Motion 2023-48: West Street Roadway Reconstruction and Utility Upgrades
Town Administrator Mary Bohlen shared that the motion presented is for the design phase portion of the West Street Roadway Reconstruction and Utility Upgrade project in an amount not to exceed \$100,000. She clarified that the design phase will also include a portion of Buckingham Road, adding the motion was written so that it would allow DBF Engineering to adjust the proposal to incorporate the area if needed.

DBF Engineering, Inc. Municipal Engineer Nicholas Bradley and Senior Municipal Engineer Josh Taylor were present at the meeting. Mr. Taylor explained they tried incorporating as much design work as possible in the development of the proposal, which included roadway work, water source, storm drainage, and stormwater management. Mayor Tyndall asked to confirm whether the proposal also included underground utilities; Mr. Taylor answered the proposal excluded undergrounding the electric utilities. Mayor Tyndall noted it is an important factor to consider, as the cost of doing so is several million dollars and not included in what has been allocated as per the motion, adding that it would be smart to lay conduit. He continued by asking if the proposal could include the conduit where lampposts are expected to be placed; Mr. Taylor confirmed.

Councilmember Orris asked if the areas that feed into West Street and are causing stormwater issues, such as Abbey Lane and Westminster Drive, can be incorporated into the design; Mr. Taylor answered it would not be a problem and clarified that some stormwater management design has already been included in the project. Ms. Bohlen said the town is also working with some grant funding to do design work in the area. Councilmember Orris responded by saying he is concerned that a design can quickly transition into a completed project and feels it would be in the best interest to consider improvements needed on Westminster Drive and Abbey Lane in the proposal.

Vice President Burrell asked Mr. Taylor to elaborate more on how the project will improve West Street for its residents. Mr. Taylor explained the project first began with a focus on the roadway

itself and the lack of pedestrian facilities and bike lanes; he said both have been included and addressed in the design. He continued by referencing the design included in the meeting packet and made the Council aware that a sidewalk has been added just below the existing West Street section that would require obtaining an easement along the southeastern side of the road; he clarified that it would be the only option to consider adding safe pedestrian facilities in the area.

In addition, Mr. Taylor noted the project will also include replacing a water main that has been in the ground for roughly fifty to sixty years; he said the main replacement would increase the fire flows, increase water pressure, and improve water quality. He continued by saying they believe the water service on West Street is of original lead goosenecks, adding that they will be required to eventually replace them. Mr. Taylor emphasized that doing so will remove the health risk associated with the project along with the galvanized water mains that have been collecting lead over the years. He welcomed the Council to offer suggestions as to other areas they should look at during the design phase portion of the project so that they can do their best to address all issues simultaneously.

Councilmember Green asked to confirm which side of the road the sidewalks would be placed. Mr. Taylor confirmed the sidewalks would go along the southeast side of the road, adding they will be looking to continue the new sidewalks to Buckingham Lane which runs from Broad Street to Washington Street. He continued by saying accessible ramps have already been installed but noted they will face some obstacles once work begins, particularly because some work must be done on private property. Mr. Taylor noted that they do not have a large amount of available space to work with without pursuing a significant right-of-way expansion or easement that would encroach even further onto private property.

Councilmember Knerr said he was informed there are flooding problems due to the backup of water into Bottle Branch around Route 113; he asked if it would be possible to coordinate with the State to address the problem at the same time as the West Street upgrades. Mr. Taylor answered they will be working closely with the town and EA Engineering to provide expertise on overall management flows in Berlin to help make that case to the State.

Councilmember Nichols asked if the potential easement Mr. Taylor mentioned would be near the proposed West Street Pump Station location; Mr. Taylor confirmed and said it would start at the location and continue southwest. He emphasized that they have not started a design and are simply brainstorming ideas to determine all the pieces of the puzzle. Vice President Burrell asked if the conditions and possible presence of lead in the existing pipes are found in other places in the town of Berlin. Mr. Taylor confirmed and said DBF Engineering has been working with the town to put together a lead service line inventory of every service line in the town of Berlin. He noted that the town has already started replacements on William Street and West Street using funds the town budgeted to make the improvements.

Councilmember Nichols asked if the Smart Meter Replacement project will assist in the collection of lead service line inventory; Water Resources Director Jamey Latchum said there are no records as to what is in the ground for approximately 1,100 services in town. He confirmed the Smart Meter project will include test pitting yards of town residents to fulfill the guidelines set forth by the Maryland Department of the Environment (MDE) for lead service line replacement.

Councilmember Orris shared that he would like to hear more following the upcoming stormwater meeting between DBF Engineering and EA Engineering. He recommended the motion be tabled until the Council is provided with an update regarding the outcome of the meeting. Ms. Bohlen explained that DBF is not yet being paid to do the work until the Council approves the proposal. Mr. Taylor responded by saying he would be fine with tabling the motion as it would allow his team to modify the wording in the proposal as necessary to make sure they cover the work on Buckingham Lane, cover the coordination effort with EA at Abbey Lane and Westminster Drive, as well as make sure they incorporate the coordination of a storm drain analysis with EA and the town of Berlin.

On the motion of Councilmember Orris, second by Councilmember Knerr, motion to table Motion 2023-48: West Street Roadway Reconstruction and Utility Upgrades Design Phase was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green		X			
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	4	1			

b) Motion 2023-49: Community Center Parcel Transfer

Mayor Tyndall explained that the town of Berlin entered into an agreement with the Berlin Community Improvement Association (BCIA) and Shore-Up to work together and consolidate parcels of property for the purposes of a community center. He referred to the district map included in the meeting packet and highlighted the location of the parcels being discussed, specifically parcels 841 and 843. He clarified that they would be returned to the BCIA should the property not be used for the purpose of a community center. Mayor Tyndall thanked Worcester County District Two Commissioner Ms. Diana Purnell who was present at the meeting for her instrumental work in getting the property transferred. He continued by saying the goal is to consolidate the two parcels into one, which is why the agreement is on the agenda as an action item for approval by the Council.

Town Attorney David Gaskill noted there is a caveat in the agreement which he provided to the Council as a supplemental document prior to the meeting. He stated that there is a twenty-year lease agreement that was entered into in 2008 between the BCIA and Head Start which is set to expire on April 30, 2028. Mayor Tyndall clarified the town of Berlin is in no way trying to cancel the agreement with Shore Up or the partnership with the BCIA, adding that they are trying to consolidate the parcel in order to move the community center project forward.

Councilmember Knerr asked for clarification concerning the mention of rents noted in line item five of the agreement; Mayor Tyndall answered that Shore Up is renting space from the BCIA at no cost and Shore Up is covering the utilities. Councilmember Knerr asked what would happen if the BCIA ceased to exist any longer and the property was to revert to the association; Mr. Gaskill

explained the parcels would remain with the town should there be no entity to revert the property to. Councilmember Nichols shared that she hopes all parties would work together to figure out what the next steps would be in the event the BCIA were to ever choose to dissolve itself.

On the motion of Vice President Burrell, second by Councilmember Nichols, Motion 2023-49: Community Center Parcel Transfer was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

b) Motion 2023-50: 2024 Town Event Rain Dates

Berlin Chamber of Commerce Executive Director Ryan Nellans said it would be entirely too much to ask for rain dates for all 2024 events; he reported that the members of the Chamber felt it would be advantageous to request rain dates for three of their larger events which include the Jazz and Blues Festival, the Fiddler's Convention, and Oktoberfest. He added that downtown businesses took a financial hit as a result of event cancellations in the 2023 season, and the hope is to prevent it from happening again. Mr. Nellans clarified they do not want to reserve a separate weekend but would rather shift the event from Saturday to Sunday of the same weekend.

Councilmember Orris noted the calendar year listed in the motion is incorrect and should read 2024. He continued by asking Mr. Nellans when the Chamber would be able to notify the public of the date change; Mr. Nellans answered that they try to make an announcement forty-eight to seventy-two hours prior to an event if a change or cancellation is needed. Councilmember Orris asked if all events require road closures; Mr. Nellans confirmed. Councilmember Orris asked if Economic and Community Development Director Ivy Wells was made aware of the request for rain dates; Mr. Nellans answered that the dates were initially suggested by Ms. Wells, as well as Chamber of Commerce President Mr. Mike Poole. Mayor's Executive Assistant Sara Gorfinkel stated that Ms. Wells was unable to attend the meeting but asked that she make the Council aware that Ms. Wells has already planned to move the location of the Farmers Market to the Post Office in the event rain dates are needed.

Councilmember Green shared that he feels allowing the option for rain dates will strengthen the downtown businesses in hopes they will not lose an entire economic weekend because of bad weather; he said the decision to approve the requested rain dates is a no-brainer. Vice President Burrell agreed and said allowing rain dates for the three requested events is the right thing to do.

On the motion of Vice President Burrell, second by Councilmember Green, Motion 2023-50: 2024 Town Event Rain Dates was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

c) Motion 2023-51: Water Resources Department Apprenticeship Program

Mr. Latchum reported that the Maryland Rural Water Association asked the town of Berlin to join the Water and Wastewater Operations Specialist Apprenticeship Program. He made the Council aware that the Apprenticeship Program coordinator assured him that she would do everything she could to help offset any funding that would be needed for required training and classes. Mayor Tyndall added that he believes the program is right in line with what could help provide local high school students with a business path opportunity for the future.

On the motion of Councilmember Orris, second by Councilmember Nichols, Motion 2023-51: Water Resources Department Apprenticeship Program was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

4. Discussion(s):

a) Skatepark Site Location

We Heart Berlin Director Mr. Tony Weeg and President Mr. Jeff Smith were present at the meeting. Mayor Tyndall began by reporting that the Skatepark Workgroup had its second meeting on Wednesday, October 11, 2023, at which time the skatepark site location was revisited. He said the discussion centered on how to maximize parcels 410 and 57 for a potential Public Works facility as well as potential resale should the Council decide to go that route. He shared that there appeared to be a consensus to move the skatepark to parcel 57, however, Mayor Tyndall said that subsequent discussions have been had since the meeting which has brought the proposed site location back to parcel 410.

Mr. Weeg said a skatepark would encumber any potential development of parcel 57 and potential dollars that could be realized for the space. He said that it would be more logical to put the skatepark on parcel 410 along with the Public Works facility if the town were to commit to keeping that space. Mayor Tyndall stated the Council wants to put We Heart Berlin

in a position to move forward with design work and fundraising for the project, adding that it is important to solidify the location as much as possible.

Councilmember Nichols said she feels keeping the skatepark at parcel 410 makes the most sense given the uncertainty of what the town will choose to do with parcel 57; she agreed that it would not be wise to encumber any parts of the space that could hinder the potential resale value of the property. Councilmember Green agreed and said the important thing for him is the town remained fluid to a degree and allowed We Heart Berlin to pursue grant opportunities to help seek funding for the project. He continued by saying he feels it may be best for the Council to pause on further discussions regarding the Heron Park property to allow them time to determine a path forward.

Parks Commission member Ms. Patricia Dufendach stated a lot of wildlife enjoys the park and believes the space could be utilized as a wilderness bath. Councilmember Orris said the Council passed a motion to put the skatepark on parcel 410 and thinks they should show a little resolve for what has already been decided. He echoed Councilmember Green's comment that they do not have a plan for the property going forward and proposed the idea of allowing the Parks and Planning Commissions to become more involved in the process.

Mayor Tyndall confirmed that no additional motion was needed because there was no change to Motion 2023-28 which designated parcel 410 as the future location of a Town of Berlin Skatepark.

b) Town of Berlin Parks EDU Review

Ms. Bohlen asked the Council if there were any questions following their review of the Staff Report included in the meeting packet concerning Equivalent Dwelling Units (EDUs) on Town of Berlin Properties, specifically the parks. Councilmember Orris said he felt many of his questions were answered in the report but asked to clarify that the monthly utility bill for the property is for a minimum bill, not a Ready to Serve fee.; Ms. Bohlen confirmed that the property pays a minimum bill that was set at the rate of a ready-to-serve fee and that Heron Park is the only Town property that pays a minimum bill for its sewer EDUs.

Councilmember Orris asked to confirm it is the recommendation of staff to leave EDUs on parcel 57 and continue to pay the minimum bill; Ms. Bohlen answered the staff report indicates it would be prudent to move a few EDUs to the other parcels, particularly parcel 410 or 191 should the future plans include a skatepark and/or Public Works facility at the locations. Councilmember Orris asked if the valuation assessment of the property would be affected if EDUs were transferred to the other parcels; Ms. Bohlen said the current value of the property takes into consideration the number of EDUs on it and believes a transfer would impact the value of the property.

Councilmember Knerr asked how the town bills itself for the minimum bill every month from a budgetary perspective. Ms. Bohlen responded by saying she believes payment for EDUs comes from the General Fund into the Utility Fund. Councilmember Knerr asked to confirm his understanding that the recommendation is to keep the EDUs currently assigned to parcel 57 in play rather than revert them back and that, if they were reverted back, the money paid to date would not be returned to the Town; Ms. Bohlen confirmed. She continued by saying the value

of the property would certainly change from a potential buyer's perspective if there were no EDUs associated with the property.

5. Berlin Fire Company Quarterly Review

President David Fitzgerald and Fire Chief RJ Rhode were present on behalf of the organization. Chief Rhode presented information about the Berlin Fire Company, including the busiest day and times of day for calls, and President Fitzgerald reviewed the revenue highlights and expense budget highlights. He reported there are not many unexpected expenses for the current quarter, however, he clarified one of their trucks needs repairs which will be noted in the highlights for the next quarter.

Mayor Tyndall asked how long after the time of dispatch for a call is a response check requested; Chief Rhode said the protocol is five minutes. Mayor Tyndall asked if there has been an increased volume of career staff taking fire calls; Chief Rhode answered that there is more of an increase of career staff being on an EMS call versus a fire call. Councilmember Nichols asked if the Fire Company had explored the possibility of creating calendars to help their fundraising efforts; Mr. Fitzgerald said the Fire Company discussed the idea, however, they determined it would not be a cost-effective option for them going forward.

6. Berlin Fire Company EMS Quarterly Review

Mr. Fitzgerald continued to present information regarding the Berlin Fire Company Emergency Medical Services, including the busiest day and times of day for calls and revenue and expense budget highlights. He made the Council aware that several budget line items have increased, including overtime and shift coverage, medical supplies, and vehicle maintenance; he clarified that they have not changed their operations because of it but said the costs are going up. Mr. Fitzgerald continued by saying there is a concern that the ambulance replacement fund will be affected should they see changes in their cash flow; he explained their out-of-town EMS runs have decreased which impacts the money they receive from the County. He said he will continue to watch the statistics and provide an update during their report for the next quarter.

Mr. Fitzgerald also noted that there may be difficulties in personnel committing to work both on an event date and a potential rain date per the earlier conversation regarding Chamber events.

7. Reports: Town Administrator's Report, Departmental Reports

Councilmember Knerr asked Ms. Bohlen if she knew the location of the approved short-term rental noted in Planning Director David Engelhart's weekly report; Ms. Bohlen said she did not know the location.

8. Comments from the Public

Mr. Gabriel Purnell and Ms. Diana Purnell of Mary Road shared their concerns over traffic and safety concerns on Seahawk Road. Mr. Purnell said the street markings are just about gone, which he said makes for a dangerous situation, particularly at night. He added that the turnout when leaving the Oceans East apartment complex is very narrow and many drivers who are not familiar with the area do not know where to safely turn. Ms. Bohlen noted that the Town had contracted with the State Highway Administration to redo the lines at a significantly lower rate than with a private contractor, however, SHA had reported that their striping truck was out of service, and they are unsure if or when they would be able to complete the work.

Mr. Tom Simon of Baker Street implored the Council to support the Build Buckingham movement. He said Buckingham School is an integral part of the community and would appreciate the Council's support on the issue.

Ms. Mary Hedlesky of Westminster Drive brought up the stormwater issues that feed into West Street. She explained there is a ditch that runs behind eight homes on Westminster Drive in which water does not flow, adding that the water does not even make it to the drainage ditch on Abbey Lane. Ms. Hedlesky shared that there was supposed to be an agreement between the Town and each resident at the time of ownership to maintain the ditch, but said it never happened. She asked that the Council take this issue into consideration when addressing the West Street upgrades.

9. Comments from the Council

Vice President Burrell suggested the town be more careful as it relates to advertising events downtown, particularly ones that involve alcohol.

He made a request for the Council to move into an Executive Session following the Regular Session meeting to discuss a personnel matter related to one individual. Ms. Bohlen asked to confirm if the personnel matter was related to one person, or if it was regarding a matter not related to public business; Vice President Burrell answered that it was related to one person.

10. Comments from the Mayor

Mayor Tyndall thanked those who played a role in appropriating the necessary funds for Water Well 3; he said the town of Berlin is in a much better position for the work that went into the project.

He continued by saying he was approached by a developer who is interested in parcel 57 and asked to be placed on the agenda to present a contract to the Mayor and Council for the acquisition of the property. He said he wanted to bring this matter to the Council's attention because it is not within the Mayor's authority to say no to the request.

Councilmember Orris said it is his opinion the Council should decide what it wants to do with the property before entertaining selling it; he said it would be ill-advised from a businessperson's standpoint to entertain a contract without going through the Request for Proposal (RFP) process.

Councilmember Green said he is not interested in entertaining other thoughts or plans for the property until they know what the council majority who were opposed to the most recent proposal wants to do. Vice President Burrell said he was opposed to the Coastal Ventures Properties proposal because he felt it would hurt downtown.

Councilmember Knerr said the Council is charged with trying to make a decision about what they want to see happen with the property and believes it is in their best interest to listen to anyone with an idea; he said doing so may help them formulate what they want to do down the road.

Councilmember Nichols said she feels anyone who wishes to come to the Council with a proposal should go through the same RFP process.

Following the discussion, Mayor Tyndall confirmed the Council majority was in favor of not putting the presentation on the agenda.

11. Comments from the Press – none.

12. Adjournment:

At the conclusion of the Regular Session meeting, Mayor Tyndall asked if there was any objection from the public to move into a Closed Session. Following no objection, Mayor Tyndall read the Statement of Closure and asked for a vote by the Council to move into closed session.

On the motion of Vice President Burrell, second by Councilmember Knerr, the Mayor and Council meeting was adjourned at approximately 9:30 PM.

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant

CLOSED SESSION
MAYOR AND COUNCIL OF BERLIN MARYLAND
Monday, October 23, 2023

Present: Mayor Zackery Tyndall, Council V-P Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris

Staff Present: Town Administrator Mary Bohlen and Town Attorney David Gaskill

Absent: None

Others present:

Authority to close session: Pursuant to Maryland General Provisions Article; Sec 3-305(b):

(1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals:

- a. Discussion re: Upcoming planned absence of Council Vice-President Burrell

The motion and vote to go into Closed Session start of the meeting was streamed live via Facebook at the end of the Regular Session meeting and began at approximately 9:30 PM. The Mayor and Council moved from the Council Chambers to the Conference Room immediately following adjournment of the Regular Session.

REMAINDER OF MINUTES REDACTED FOR INCLUSION IN OPEN RECORD
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The Meeting adjourned at approximately 9:45 PM.

Respectfully Submitted,



Mary T. Bohlen
Town Administrator



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Special Open Session
Thursday, November 2, 2023

5:00 PM SPECIAL OPEN SESSION – Berlin Town Hall Council Chambers

Present: Mayor Zackery Tyndall, Vice President Dean Burrell, Councilmembers Steve Green, Jay Knerr, Shaneka Nichols, and Jack Orris.

Staff Present: Town Attorney David Gaskill and Administrative Assistant Kate Daub

This meeting was also broadcast live via Facebook. Mayor Tyndall called the meeting to order at approximately 5:00 PM.

1. Opening Statement

Mayor Tyndall indicated the Special Open Meeting was scheduled following a request made by Vice President Burrell in which he shared the need to take time away from his duties as a member of the Council.

Vice President Burrell shared that it has grown increasingly difficult for him to walk and has been in a significant amount of pain because of problems with his back. He disclosed that he is scheduled to have surgery which will require several weeks of recovery. At this time, Vice President Burrell said he anticipates being away from the Council for the months of November and December but hopes to return in January 2024.

2. Item for Approval

a) Motion 2023-52: Selection of Council Vice President Pro Tempore

Mayor Tyndall reported the circumstance is one the Council has never had to face prior. He said the Town Charter is clear in that the Vice President is responsible for assuming the role and responsibilities of Mayor in the Mayor's absence which is why the motion to approve the creation of the role of Vice President Pro Tempore is being presented. He explained that the person would assume all of Vice President Burrell's current duties and responsibilities effective immediately but would become null and void once he returns from his leave of absence.

On the motion of Councilmember Knerr, second by Councilmember Orris, Motion 2023-52: Selection of Council Vice President Pro Tempore was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				

Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

Councilmember Nichols asked if the motion would be added to the Town Charter as a reference in the event the situation were to happen again in the future. Town Attorney David Gaskill said he did not feel it was necessary given that the Mayor and Council can address the role by presenting a new motion should one be needed.

Following approval of Motion 2023-52, Mayor Tyndall asked the members of the Council how they would like to proceed with a nomination for Vice President Pro Tempore.

Councilmember Green said typically the role of Vice President is held by the person with the longest tenure. Because the remaining members have served the same amount of time, Councilmember Green said it is important for the Council to remain diverse in its leadership and nominated Councilmember Nichols as Vice President Pro Tempore.

On the motion of Councilmember Green, second by Councilmember Knerr, to nominate Councilmember Shaneka Nichols for the role of Council Vice President Pro Tempore was approved by the following vote:

Name	Counted toward Quorum				
	Aye	No	Abstain	Recused	Absent
Dean Burrell, VP	X				
Steve Green	X				
Jack Orris	X				
Shaneka Nichols	X				
Jay Knerr	X				
<i>Voting Tally</i>	5				

3. Comments from the Public

Resident Mary Hedlesky wished Vice President Burrell good luck and best wishes for his upcoming surgery.

4. Comments from the Council

Councilmember Nichols thanked the members of the Council for the nomination. She said Vice President Burrell leaves big shoes to fill and she will do her best to fill his seat. She wished Vice President Burrell well and hopes for a speedy recovery.

Councilmember Knerr sent Vice President Burrell his very best wishes for a speedy recovery.

Councilmember Orris and Councilmember Green echoed Councilmember Knerr's wishes for a speedy recovery.

The Special Open Session meeting was adjourned at approximately 5:09 PM.

Respectfully Submitted,

Kate Daub

Kate Daub
Administrative Assistant



MOTION OF THE MAYOR AND COUNCIL 2023-53

A motion of the Mayor and Council of the Town of Berlin to APPROVE PHASE II OF THE PROPOSED STRATEGIC PLAN DEVELOPED BY THE BUSINESS, ECONOMIC, AND COMMUNITY OUTREACH NETWORK (BEACON) OF THE FRANKLIN P. PERDUE SCHOOL OF BUSINESS AT SALISBURY UNIVERSITY in the amount of \$9,300.

The Business, Economic, and Community Outreach Network (BEACON) of the Franklin P. Perdue School of Business at Salisbury University will continue to work with the Mayor and Council of Berlin Maryland to develop a strategic plan for the Town, focused on Projects and Goals.

The Project will be completed in three phases. At the conclusion of each phase, BEACON and the Town of Berlin will meet to discuss the results, determine if the anticipated next steps are appropriate, adjust activities as necessary, and then continue if agreed.

Phase I was approved by Motion 2023-31 at the Regular Meeting of the Mayor and Council of Berlin on August 28, 2023 and is scheduled for presentation to the Mayor and Council at their Regular Meeting of December 11, 2023.

APPROVED THIS ____ DAY OF _____, 2023 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr., Vice-President of the Council

Approved this ____ day of _____, 2023 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

August 3, 2023

The Honorable Zack Tyndall
Mayor
Town of Berlin
10 William St.
Berlin, MD 21811

Dear Mayor Tyndall,

Please find below the: **PROPOSAL FOR THE TOWN OF BERLIN - STRATEGIC PLANNING**, which we have discussed.

THE PROJECT:

The Business, Economic, and Community Outreach Network (BEACON) of the Franklin P. Perdue School of Business at Salisbury University will work with the Mayor and Council of Berlin Maryland (CLIENT) develop a strategic for the Town, focused on Projects and Goals.

The Project will be completed in three phases. At the conclusion of each phase, BEACON and the Client will meet to discuss the results, determine if the anticipated next steps are appropriate, adjust activities as necessary, then continue if agreed.

SCOPE OF WORK – Phase one, and Anticipate phases two and three

BEACON will:

- 1) Meet with the CLIENT leadership team to develop broad goals for the plan;
- 2) Develop initial survey for citizens of Berlin to be distributed by the CLIENT to understand their views on the Town's Strengths, Weakness, Opportunities and Threats;
- 3) Collect information from Town elected officials and department leaders to assess the Strengths, Weaknesses, Opportunities, and Threats of the organization;
- 4) Develop stakeholder surveys to be distributed by the CLIENT to various stakeholder groups for input;
- 5) Conduct telephone interviews with the elected officials to gather thoughts on goals and concerns;
- 6) Summarize data collected, prepare report, present report to officials, and prepare for Phase 2.

Phase 2

- 7) Work with the Client to develop a list of key constituent stakeholders and conduct a constituent listening session in Berlin with a limited target group of representative stakeholders.
- 8) Work with Mayor to develop a sub-group composed of elected officials, key department leaders, and key constituent group representatives to focus on the strategic plan;

- 9) Facilitate a half-day strategic planning retreat (1 of 2 retreats) for a targeted group of officials and constituents, location TBD;
- 10) Analyze the findings of the retreat;
- 11) Prepare a PowerPoint of findings and prepare for Phase 3.

Phase 3

- 12) Reconvene group of officials and constituents for the second half-day strategic planning retreat (2 of 2 retreats), location TBD;
- 13) Review previous retreat materials and findings;
- 14) Develop a complete strategic action plan of projects and initiatives for the Town based on the findings from the initial retreat;
- 15) Present report to officials, if requested, present to an open town session
- 16) Provide follow-up assistance during the after-care period to incorporate follow-up committee work after the retreat and assist with tracking progress.

The CLIENT will:

- 1) Share all relevant data and information with the BEACON team, including past strategic plans and other relevant materials.

DELIVERABLES

The deliverables for this study will be a report containing the findings from the scope of work items listed above. Members of the BEACON team will be available for two presentations at the conclusion of the study. In addition, there is a period of 6 months aftercare which includes a total of 12 hours of follow-up work as requested or additional presentations (including travel time). Any engagement exceeding 12 hours will be billable at \$250 per hour or portion thereof (travel time will be billable at \$75 per hour or portion thereof).

TIMELINE, PROJECT FEES, AND PAYMENT SCHEDULE

BEACON project fees for all phases of this study would ordinarily be \$40,000 plus the University's 15% Administration and Finance (A & F) fee (\$6,000). However, in return for co-ownership of the study results, and for the purposes of using this study as an experiential learning opportunity for graduate students at the Franklin P. Perdue School of Business, BEACON will reduce its project fees by 39% for a final cost for each stage of \$9,300 inclusive of the University A & F fee. The reduced fee will be payable to BEACON at the completion of each Phase. The study will commence on or about September 1, 2023 and will conclude by May 31, 2024, unless changes to the timeline are mutually agreed upon by BEACON and the CLIENT.

Catering expenses for food provided during the retreat, if provided by BEACON, will be invoiced separately based on the actual number of participants.

PROJECT CONTACTS

For BEACON, John Hickman will be the project contact person. For the CLIENT, Mayor Zack Tyndall will be the contact person.

SPECIAL CONDITIONS

BEACON has a dual mission of community outreach and experiential learning. To fulfill the experiential learning component of its mission, BEACON conducts all project work using teams of graduate and undergraduate students under faculty supervision. While the BEACON team assigned to this project will make every effort to meet all project deadlines and project requirements, minor delays and occasional minor errors in the initial drafts of the project report are possible. In addition, the client also agrees to participate in an on-campus engagement at the Franklin P. Perdue School of Business as part of the School's experiential learning initiative. This engagement will be scheduled on a mutually beneficial date and may involve, but is not limited to, judging case competitions, panel speaking, or classroom guest speaking. Finally, as part of this reduced fee BEACON will be granted permission by the CLIENT for the use of a summary of this project in BEACON's promotional activities. The text of this summary will be approved by the CLIENT prior to promotional use by BEACON.

VALIDITY AND APPROVALS:

If this proposal is accepted, a memorandum of understanding will have to be executed by the duly authorized decision makers of the CLIENT and Salisbury University, including Mr. John Hickman (Director) for BEACON and Dr. Laurie Couch (Provost and Senior Vice President of Academic Affairs) for Salisbury University.

AUTHORIZED SIGNATURES:

For the CLIENT:

Name:
Title:
Date: _____

FEIN: _____ Billing Address: _____

For BEACON:

John Hickman
Director
Date: _____

For SALISBURY UNIVERSITY:

Dr. Laurie Couch,
Provost and Senior Vice President of Academic Affairs
Date: _____



MOTION OF THE MAYOR AND COUNCIL 2023-54

A motion of the Mayor and Council of the Town of Berlin to enter into an AGREEMENT WITH NACHAWATI LAW GROUP, PLLC and KANE LAW GROUP FOR LEGAL REPRESENTATION IN THE MATTER OF A CLASS-ACTION LAWSUIT REGARDING PFAS (perfluoroalkyl or polyfluoroalkyl substances) CONTAMINANTS.

APPROVED THIS ____ DAY OF _____, 2023 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr., Vice-President of the Council

Approved this ____ day of _____, 2023 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator



MOTION OF THE MAYOR AND COUNCIL 2023-48

A Motion of the Mayor and Council of the Town of Berlin to approve the WEST STREET ROADWAY RECONSTRUCTION AND UTILITY UPGRADES DESIGN PHASE proposal by Davis, Bowen & Friedel, Inc. in an amount not to exceed \$100,000 as budgeted for FY 2024; line item 01-5320-5255.

Approved this _____ day of _____, 2023 by the Mayor and Council of the Town of Berlin, Maryland by affirmative vote of _____ to _____ Opposed, with _____ Abstaining and _____ absent.

Dean Burrell, Vice President of the Council

Approved this _____ day of _____, 2023 by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

September 11, 2023
Revised November 7, 2023

*Ring W. Lardner, P.E. W. Zachary
Crouch, P.E.
Michael E. Wheedleton, AIA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

Town of Berlin
10 Williams Street
Berlin, MD 21811

Attn: Ms. Mary Bohlen
Town Administrator

Re: Proposal – West Street Roadway Reconstruction and Utility Upgrades
Town of Berlin, Maryland
DBF # 050A002.073

Dear Ms. Bohlen:

Davis, Bowen & Friedel, Inc., (DBF) is pleased to offer the following proposal for professional design and construction phase engineering services associated with roadway reconstruction, pedestrian facilities, a bike path, and utility improvements on West Street, from Broad Street to Buckingham Lane. Utility replacement work and associated restoration will include extension of water main and services approximately 500 feet east along Buckingham Lane, and tie-ins to the existing utilities Evans Road. Utility improvements will include relocation of the existing sewer pump station out of the West Street roadway. As requested, we have separated the engineering costs associated with the pump station relocation, as described below.

It is our understanding that the Town desires survey, design, permitting, bidding, and construction phase services for roadway reconstruction, as well as investigation and improvements of existing water, sewer, and storm drain utilities and services. Services provided would include the following:

SCOPE OF SERVICES

Roadway System Design (Roadway, Bike Path, and Sidewalk)

Our design will include geotechnical investigation of the road pavement section and subgrade to determine the best approach for pavement reconstruction. In addition to subgrade repairs and asphalt resurfacing, our design will include the addition of ADA accessible sidewalk and pedestrian facilities on one side of the road, for the full length of the project, as directed by the Town. Design will also include evaluation of inclusion of a bike path. We will also review the storm drainage system in this area to see if replacement of storm drains or storm structures is necessary. Our design will include full width surface paving of the roadway once the subgrade repairs and utility work are completed.

Easement Acquisition

The addition of ADA compliant sidewalk (and possibly a bike path) will likely require more land than the existing 30' wide Right-of-Way (ROW) for West Street can accommodate, and will require the acquisition of easements from adjacent private property owners. DBF can assist with the property surveys and easement document preparation for approximately \$500 per property, but the actual cost for easement document

preparation and the number of easements required will not be known until the survey is completed and the roadway (road, bike path, sidewalk) layout is finalized. The Town's legal counsel would need to review all documentation and assist with execution and recordation of easements.

Utility Replacements

We will meet onsite with the Town to investigate the existing water, sewer and storm drainage utilities and confirm the condition of existing utilities. We anticipate the utility improvements on West Street will include replacement of the existing clay gravity sewer main and laterals to the sewer cleanouts, as well as replacement of existing cast iron watermain, fire hydrants and water services to the existing meter pits. The existing water services are most likely lead service lines and will be replaced completely. We will coordinate with the Town to determine desired improvements to residential and commercial sewer and water services, and fire services for existing and proposed structures for each property served, as applicable. We will design a grinder pump station to be installed on the northwest side of West Street to serve a cluster of homes there that are not connected to the existing gravity system. The grinder station force main will manifold into the existing sewer force main in West Street.

We will also review the existing storm drain structures and piping, to determine if replacement or upgrades are recommended.

We will also coordinate with the Town Electric Department to design conduit in the existing street ROW for future installation of electrical power or communication lines.

Pump Station Relocation

Design will include relocation of the existing sewer pump station which is currently located in the roadway. We will design the sewer pump station to Town and MDE standards at a location to be determined by the Town on a property adjacent to West Street. This will include easement documents, or fee simple property transfer documents, as required by the Town and current property owner. It is anticipated that the County will allow a portion of their property along West Street to be utilized for the pump station relocation site. We will research the location of the existing Town force main easement across the Buckingham Elementary School property, as it relates to the pump station siting.

It is our understanding that the Town would like to prepare the sewer pump station design separately from the total project design, due to the long lead items and condition of the existing PS. All design and construction phase costs for the pump station have been broken out separately to allow this phase of the project to proceed to design and construction first.

Based on this understanding, our scope of work will be to develop complete site plans, utility plans and details as required for permitting, bidding and construction of the proposed work. The breakdown of services and fees are as follows.

DESIGN PHASE SERVICES

Topographic and Utility Survey

We will locate all existing surface features within the proposed project area, as are visible from the surface, including roadway, swales, drainage structures, utilities, manholes, cleanouts, valves, fences, landscaping, mailboxes, signs, exposed property corners and other natural and man-made features pertinent to the design

of the project. We will access at-grade structures to determine the elevations of all accessible storm drain piping and sewer mains that might be affected, within the project area.

DBF will work with Town staff to request a Miss Utility locate to mark underground utilities within the project area. DBF will coordinate the locate areas with the Town prior to the survey. Our topographic survey will include location of all Miss Utility markings and flagging.

Based on surveyed property corners and deed/plat research, we will determine the existing street ROW. All proposed work is anticipated to be in the existing street ROW, or easements acquired from private property owners adjacent to the project. DBF can prepare the necessary documents for the acquisition of easements within the project area. DBF can perform deed research and prepare easement exhibit documentation as required by the Town for an estimated fee of \$500 per property. We estimate 28 properties will need easements, plus time for general document setup, resulting in an estimated fee of \$15,000 for easement acquisitions.

Excluded from this contract is the determination of the depths of underground utilities which require test pitting. If determination of the depth of these services is critical to avoid a conflict with proposed work, we can perform this work under additional services, with excavation and test pitting to be done by the Town or an approved contractor, to determine conflict potentials.

Lump Sum Fee \$23,800
Estimated Fee (Easement Acquisitions) \$15,000

Design & Construction Drawings

We will provide construction drawings, technical specifications, and bidding documents necessary for the proposed roadway and utility work. This includes the roadway, pedestrian facilities, water and sewer utilities, and storm drainage facilities. Storm drain design will be limited to local drainage, and does not include improvements to downstream conveyance systems beyond West Street. The pump station design phase services broken out below shall include all services described above as required for the pump station relocation design.

Lump Sum Fee \$23,200
Pump Station Design Phase Services \$15,200

Geotechnical Testing and Design

Geotechnical sampling, testing and evaluation will be provided by an outside consultant for trench restoration design and roadway paving design. It is anticipated that 6-8 pavement/soil borings will be required and the cost of those borings and associated testing and analysis is included in our design cost.

Lump Sum Fee \$6,000

Erosion & Sediment Control

We will prepare Erosion & Sediment Control plans, and will submit those plans to the Worcester Soil Conservation District for permitting review and comment. We will address the comments and resubmit for approval.

Lump Sum Fee \$5,000

Stormwater Management

We will prepare site plans, and submit to the Town's SWM reviewer, EA Engineering for stormwater management (SWM) coordination permitting. Approximately 13,500 square feet of additional impervious area is anticipated for the proposed sidewalk improvements, which will require that the project meet SWM Environmental Site Design requirements.

A field visit and meeting with Town staff and EA Engineering, Science & Technology, Inc. (EA-EST), will be held to determine what storm drainage and SWM coordination requirements shall be included in this design. SWM design will be coordinated with EA-EST, including sharing SWM design plans and calculations showing that no downstream impacts will result from the improvements on West Street.

DBF will coordinate with EA-EST by sharing plans and SWM calculations that would be beneficial to any adjacent projects that EA-EST is working on for the Town of Berlin (i.e., SWM improvements along Abbey Lane and Westminster Drive, any improvements along Bottle Branch on the Buckingham Elementary School property, or any improvements of the storm drainage where Bottle Branch crosses US RT 113). Any time spent by EA-EST for this coordination effort is excluded from this proposal and this project.

Lump Sum Fee \$10,000

CONSTRUCTION PHASE SERVICES

Bidding

DBF will provide Bidding and Award Administration including preparation of the Town RFP, assisting with advertising, soliciting interest from contractors, responding to bidder questions, preparation and distribution of addenda, chairing & administering the Pre-Bid Meeting and Bid Opening, reviewing Bids received, and recommendation of award. Actual cost for advertising shall be paid by the Town, or if requested, can be handled as a direct expense by DBF. Newspaper advertising costs are not included in the Lump Sum fee.

Lump Sum Fee \$9,000

Construction Administration Services

Construction Administration Services will be provided throughout the project construction and will include the following:

- Coordinate between the Town of Berlin and Contractor when appropriate.
- Conducting the Pre-Construction Conference and progress meetings for the project on behalf of the Town of Berlin including preparation and distribution of meeting minutes.
- Review of submittals by the Contractor on materials proposed for use in the construction project.
- Answer Contractor and Town of Berlin questions regarding project materials, equipment, and construction processes.
- Supervision of Resident Project Representative (RPR) monitoring and reporting activities, and distribution of Daily Field Reports generated by the RPR.
- Evaluate and track the construction schedule with notice provided to the Town of Berlin if scheduling issues arise.
- Coordinate any necessary quality control on behalf of the Town of Berlin as required by the Contract Documents or testing that may be in addition to that already provided by the Contractor.

- Review Contractor progress payment applications, make recommendations, and submit to the Town of Berlin.
- Communication with the Contractor pertaining to conflict resolution and any other issues relevant to construction activity.
- Review and recommendations for Contractor Change Order requests.
- Schedule and participate in the final inspection of the completed work to result in preparation of a punch-list.
- Verification that punch-list items have been completed and recommendations regarding acceptance to the Town of Berlin.
- Schedule, conduct, and report the results of the end-of-warranty inspection of constructed improvements.
- Construction Administration fees are based on 180-day construction period.

Lump Sum Fee \$55,200

Inspection Services

RPR Services will be provided as necessary throughout the project construction and will include the following:

- Full-time time inspection of underground water system, sewer system, and storm drain improvements to verify compliance with project specifications.
- Part-time time inspection of above ground and accessible improvements to verify compliance with project specifications.
- Inspection of materials provided by the Contractor for use in the construction project.
- Preparation of Daily Field Reports to summarize the Contractor's activities and field conditions.
- Maintain project record of field reports, meeting minutes, and construction correspondence.
- Monitoring any testing activities to confirm compliance with requirements of project specifications.
- Informing the Engineer as to the progress and quality of work.
- Review changes observed to accommodate field conditions and maintain RPR field as-built set, as well as review Contractor As-builts for preparation of Record Drawings.
- Informing the Engineer of any conflicts and formulation of punch-list at conclusion of constructed improvements.

Inspection fees assume one inspector covering full-time and part-time duties for a total of 720 hours over the 180-day construction period. Estimated inspection hours for construction meetings and final inspection are also included in the estimated fee.

Estimated Fee \$69,700

Record Drawings

Services associated with providing record drawings will include the following: obtain Contractor and RPR as-built drawings, incorporate any revisions from as-built drawings, addenda and any approved change orders, coordinate preparation of record drawings and furnish to the Town of Berlin. Hard copies of the Record drawings will be provided to the Town digital copy retained for future incorporation into the Town's GIS system.

Lump Sum Fee \$4,000

The pump station construction phase services broken out below shall include all services described above as required for the pump station relocation (Bidding, CA, RPR inspection and Record Drawings).

Pump Station Construction Phase Services - Lump Sum Fee \$31,000

We are anticipating that the design will be completed as a Town infrastructure maintenance replacement project. No specific funding agency requirements or coordination are anticipated by DBF. Beyond the site visits specified in design, attendance at a public input meeting, and attendance at a Mayor & Council Meeting are included in our fee, as desired by the Town. It is understood that the scope of work and associated fees described herein shall exclude any permit application fees, agency review fees, recordation fees, and any other fees assessed by any government or regulatory agency for the purpose of reviewing and/or permitting the plan.

We will provide the design and construction phase services described above, based on the attached **Summary Fee Schedule**. Any work requested and authorized by the Town beyond the scope of this proposal can be billed as additional services on an hourly basis. Invoices for all services will be rendered monthly based upon actual work completed during the previous month. Payment terms and any authorized additional services will be in accordance with the attached Schedule of Rates No. 48A.

We anticipate completing the design and submitting to the Town for review within 120 days after authorization to proceed. We appreciate the opportunity of providing this proposal and look forward to working with the Town to successfully complete this project. If this proposal is acceptable to you, please sign in the space provided and return one copy for our files. This proposal is valid for 60 days.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Joshua J. Taylor, P.E.
Associate

L:\0050A Berlin\0050A002 On-call\0050A002.073 - West Street Utility & Roadway Improvements\Contracts\P0050A19.038 Berlin 042919jtt.docx
Enclosure

cc: Jamey Latchum, Water Resources Superintendent
James Charles, Director of Public Works

Accepted By: _____ Date: _____
Town of Berlin

Summary Fee Schedule
Design and Construction Phase Engineering Services

WEST STREET RECONSTRUCTION & UTILITY REPLACEMENT
 West Street (From Broad St to Evans Rd, and a portion of Buckingham Ln)
 Berlin MD
 DBF # 0050A002.073

Proposal dated September 11, 2023 - REVISED November 7, 2023

Task Description	Fee Amount
Design Phase Services	
West Street Roadway And Utilities	
Topo and Utility Survey	\$23,800.00
Easement Acquisition (Estimated)	\$15,000.00
Design & Construction Documents	\$23,200.00
Geotechnical investigation, testing and design	\$6,000.00
E&SC Permitting	\$5,000.00
SWM Permitting	\$10,000.00
Pump Station	
Topo and Utility Survey	\$3,000.00
Design & Construction Documents	\$7,000.00
Geotechnical investigation, testing and design	\$1,000.00
E&SC Permitting	\$1,200.00
SWM Permitting	\$3,000.00
Design Phase Subtotal	\$98,200.00
Construction Phase Services	
West Street Roadway And Utilities	
Bidding Administration	\$9,000.00
Construction Administration	\$55,200.00
RPR Inspection	\$69,700.00
Record Documents	\$4,000.00
Pump Station	
Bidding Administration	\$6,000.00
Construction Administration	\$12,000.00
RPR Inspection	\$12,000.00
Record Documents	\$1,000.00
Construction Phase Subtotal	\$168,900.00
ENGINEERING TOTAL	\$267,100.00

DAVIS, BOWEN & FRIEDEL, INC. ("DBF")
SCHEDULE OF RATES AND GENERAL CONDITIONS

SCHEDULE NO. 48A
Effective January 1, 2023

CLASSIFICATION	HOURLY RATE
Principal	\$190.00
Senior Architect, Sr. Landscape Architect, Sr. Engineer, Sr. Surveyor	\$160.00
Architect, Landscape Architect, Engineer, Surveyor	\$130.00
Senior Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$145.00
Manager: Architecture, Landscape Architecture, Engineering, Surveying	\$115.00
Senior Environmental Specialist	\$140.00
Construction Administrator	\$130.00
Senior Designer	\$120.00
Designer	\$110.00
GIS Specialist	\$120.00
Computer Graphics Designer	\$100.00
CAD I	\$95.00
CAD II	\$85.00
1 Person Survey Crew	\$115.00
2 Person Survey Crew	\$150.00
3 Person Survey Crew & UAV Crew (Excluding Equipment Charge)	\$190.00
Resident Project Representative	\$85.00
Computer Administrator	\$100.00
Administrative Support	\$60.00
Travel	\$0.55/mile
Direct Expense	Cost + 10%
UAV Equipment Charge	\$100/mission
Prints (In-house Reproduction)	\$2.50/sheet
Overtime	(1.5xHourly Rate)
24x36 Mounted Prints	\$90 (First Board)/ \$40 (Additional Boards from the Same Order)

GENERAL CONDITIONS

INVOICES & PAYMENT

Invoices are sent monthly or sooner if project is complete. Payment Terms: Net 30 days of invoice date. Any invoice not paid within 30 days shall bear interest at 1.0% per month (12% annually). If required to engage legal counsel to collect an overdue invoice, DBF shall be entitled to also recover its costs of collection, including counsel fees and expenses. DBF reserves the right to adjust its schedule of rates annually. Any such adjustments will be effective within 30 days after written notification to the client.

TERMINATION OF CONTRACT

Client may terminate this agreement upon seven days' prior written notice to DBF for convenience or cause. DBF may terminate this agreement for cause upon seven days' prior written notice to client. Failure of client to pay invoices when due shall be cause for immediate suspension and ultimate termination of services, at DBF's sole discretion. This agreement may be terminated by either party for any reason with 30 days advance notice.

LIMITATION OF LIABILITY

Client agrees to limit DBF's liability related to any errors or omissions to a sum that shall not exceed the total professional fee for the project.

INDEMNIFICATION

Client and DBF each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, not including attorney's fees caused by the other's negligence. To the extent such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of client and DBF, the same shall be borne by each party in proportion to its negligence. This shall in no way affect the limitation of DBF's liability expressed in the preceding paragraph.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

CONSTRUCTION PHASE SERVICES

If this agreement provides for any construction phase services by DBF, it is understood that the contractor, not DBF, is solely responsible for the construction of the project, and that DBF shall not be responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor, its subcontractors or suppliers.

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Municipal_021023 - updatd GC.doc

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by DBF pursuant to this agreement, including electronic media, are instruments of DBF's professional service, and DBF shall retain an ownership and property interest therein. DBF grants client, during the period of DBF's service, a license to use such documents for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by client or client's agents, without DBF's written permission, shall be at client's sole risk; and client agrees to indemnify and hold DBF harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by client or by others acting through or with the consent of client.

USE OF DIGITAL MEDIA

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by DBF. Files in digital media format or text, data, graphic or other types that are furnished by DBF to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. AutoCAD, or other similar files in dwg. format, will be made available to Users only at the discretion of DBF and only following mutual acceptance of the Digital Media Release Agreement prepared by DBF. DBF reserves the right to separately charge a fee for the release of selected files.

SUCCESSORS & ASSIGNS

The client and DBF bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer any interest in this agreement without the written consent of the other.

MISCELLANEOUS PROVISIONS

Unless otherwise specified, this agreement shall be governed by laws of the State in which the work is performed, and the courts of such State shall have exclusive jurisdiction over any disputes hereunder. If this schedule is incorporated or referenced in an agreement with client, the terms of this schedule shall prevail in the event of any conflict with the terms of such agreement.

REIMBURSABLE EXPENSES

Other expenses known as direct expenses incurred in the interest of the project (including travel, toll communications, postage, delivery, photographs, subcontract engineering, testing or other consultants, renderings, models, etc.) will be billed monthly at DBF's actual cost plus ten percent.



MOTION OF THE MAYOR AND COUNCIL 2023-55

A motion of the Mayor and Council of the Town of Berlin to approve RFP 2023-10 DEMOLITION OF FORMER TYSON FOODS PLANT AT HERON PARK.

APPROVED THIS ____ DAY OF _____, 20____ BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr., Vice-President of the Council

APPROVED THIS ____ DAY OF _____, 20____ BY THE MAYOR OF THE TOWN OF BERLIN.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

CONTRACT DOCUMENTS

DBF CONTRACT NO. 0050A116.A01

HERON PARK BUILDING DEMOLITION
FOR THE
TOWN OF BERLIN
WORCESTER COUNTY, MARYLAND

Prepared by:

DAVIS, BOWEN & FRIEDEL, INC.
601 E. Main Street, Suite 100
Salisbury, MD 21804
410-543-9091

November 2023

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Division 15

Division 16

Appendices

- A. Environmental Testing Report
- B. MBE/WBE Policy

SECTION 00020

INVITATION TO BIDDERS

Sealed BIDS, in duplicate, will be received by the Town of Berlin, 10 William Street, Berlin, Maryland 21811 for the **Heron Park Building Demolition, Contract No. 0050A116.A01**. Bids will be accepted by the Town of Berlin until _____, at which time they will be opened and read aloud.

Work includes the replacement of two (2) existing drywell sewage pumps, wet well coating system, suction pipelining system, associated fittings, hardware, and all appurtenances.

Copies of the Contract Documents will be provided by Davis, Bowen & Friedel, Inc., 601 E. Main Street, Suite 100, Salisbury, Maryland 21804, (410) 543-9091.

The right is reserved as the interest of the Town may appear, to reject any and all Bids, to waive any informality or irregularity in Bids received, and to accept or reject any items of any Bid. The Town requires submission of a 5% Bid Bond with each Bidder's Bid. A Performance Bond and Payment Bond in the amount of 100% of the Base Bid amount will be required from the successful Bidder.

Interested Bidders are encouraged to attend a pre-bid meeting to be held on _____ at the Town of Berlin, 10 William Street, Berlin, Maryland 21811.

Funding for this project is made available through the State of Maryland Department of Housing and Community Development, Minority Business Enterprises (MBE), and Women-Owned Business Enterprises (WBE) will be afforded full opportunity to submit bids on this contract and will not be subject to discrimination on the basis of race, color, national origin or sex in consideration of this award. All Bidders must use to the greatest extent feasible minority and women businesses and will not discriminate on the basis of race, color, national origin, or sex in considering businesses for subcontracting and/or material/equipment supplies.

By: Town of Berlin

Mary Bohlen
Town Administrator

END OF SECTION

SECTION 00120

INFORMATION FOR BIDDERS

BIDS will be received by the Town of Berlin (herein called the "OWNER"), at 10 William Street, Berlin, Maryland 21811 at the date and time stated in the Invitation to Bidders. Each BID must be submitted in a sealed envelope, addressed to the Town of Berlin, 10 William Street, Berlin, Maryland 21811. Each sealed envelope containing a BID must be plainly marked on the outside as BID for HERON PARK BUILDING DEMOLITION, Contract No. 0050A116.A01, and the envelope should bear on the outside the BIDDER's name, address, and license number if applicable, and the name of the PROJECT for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER; Town of Berlin, 10 William Street, Berlin, Maryland 21811.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Two copies of the BID form and related documents are required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER. The OWNER may reject unbalanced bids from BIDDERS.

Should costs exceed available funds or if bids are tied, the OWNER reserves the right to proceed with one or more of the following:

- a. Award based on the low base bid. Following the award, delete all or a portion of an individual bid item or items from the scope of work by change order. Remaining As-Bid unit prices shall not be affected.
- b. Appropriate additional funds.
- c. Reject all bids and repeat the bid process in full.
- d. Negotiate price down with the low BIDDER or tied BIDDERS by modification to the PROJECT scope.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for ten (10%) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the apparent three lowest responsive responsible BIDDERS. When the Agreement is executed with the lowest responsible BIDDER, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Notice to Proceed is executed, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND and a Payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

CONTRACTOR's public liability and property damage insurance shall be in an amount not less than \$1,000,000 and shall include activities of all SUBCONTRACTORS.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the insurance certificate within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable Insurance Certificate and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsive responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The Federal Register Part 40 CFR 33.240 requires "affirmative steps" in procurement actions to assure that MBE and WBE firms are awarded a fair share of sub-agreements:

This is to advise bidders of the requirements of this program regarding the "affirmative steps" necessary to be deemed a responsive and responsible bidder.

- (1). Including qualified small, minority, and women's business solicitation lists.
- (2). Assuring that small, minority, and women's businesses are solicited whenever they are potential sources.
- (3). Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses.
- (4). Establishing delivery schedules, where the requirements of the work permit which will encourage participation by small

minority and women's businesses.

- (5). Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce.
- (6). Requiring each party to a sub-agreement to take the affirmative steps in 1 through 5 above.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is Davis, Bowen & Friedel, Inc. The ENGINEER's address is: 601 E. Main Street, Suite 100, Salisbury, Maryland 21804.

END OF SECTION

SECTION 00300

BID FORM

Proposal of _____ (hereafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____* to the Town of Berlin (hereinafter called "OWNER").

In compliance with the Invitation to Bidders, BIDDER hereby proposes to perform all WORK for the **HERON PARK BUILDING DEMOLITION, Contract No. 0050A116.A01**, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the same within 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, an amount of \$500.00 per calendar day as defined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

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

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

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance		LS	1	
2.	General site preparation, site debris removal and perimeter controls		LS	1	
3.	Demolish Areas 1 and 2		LS	1	

BASE BID shall include Bid Items 1 through 3, lump sum of (\$ _____),

_____.

Amount shall be as shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

BIDDER agrees to perform all work described in the contract documents for the following Add Alternate lump sum prices:

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	TOTAL PRICE
1.	Demolish Area 3		LS	1	
2.	Remove debris from building interior Areas 4 through 8		LS	1	
3.	Remove interior suspended ceilings, batt insulation, debris, and loose paint in Area 8		LS	1	

DRAFT

BIDDER Please Note:

The Town reserves the right to accept or reject any or all bids. The Town may elect to delete some or all portions of any bid item shown below and described in the contract documents or accept any or all alternate bid items in any order so that the PROJECT cost will match funding available. Bid shall be awarded to the lowest responsible and responsive bidder for the Base Bid. Bids shall include sales tax and all other applicable taxes and fees.

By submission of this bid, BIDDER certifies that he comprehends the bidding requirements set forth herein and is thoroughly familiar with the provisions of the contract documents. The BIDDER agrees that this bid shall not expire for a period of ninety (90) calendar days after bid closing and may not be withdrawn after the scheduled closing time for receiving bids.

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

Respectfully submitted:

Signature

Title/Date

Address

License Number (If applicable)

Seal - (if bid is by a corporation)

END OF SECTION

SECTION 00370

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the Undersigned
 _____ as Principal, and
 _____ as Surety, are hereby held and
 firmly bound unto the **Town of Berlin**, as OWNER, the penal sum of
 _____ for the payment of which, well and truly to be made, we
 hereby jointly and severally bind ourselves, successors and assigns.
 Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the **Town of Berlin** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Heron Park Building Demolition, Contract No. 0050A116.A01.**

NOW, THEREFORE,

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

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

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

_____(L.S.)
Principal

Surety

By: _____

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

END OF SECTION

SECTION 00530

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2023, by and between the Town of Berlin, hereinafter called "OWNER", and _____ doing business as a Corporation, hereinafter called "CONTRACTOR".

WITNESSETH; That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of **HERON PARK BUILDING DEMOLITION, Contract No. 0050A116.A01.**
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete all work within 60 consecutive calendar days thereafter.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____.
or as shown in the BID FORM.
5. The Term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Invitation to BIDDERS
 - (B) Information for BIDDERS
 - (C) BID FORM
 - (D) BID BOND
 - (E) Agreement
 - (F) Performance and Payment Bonds
 - (G) General Conditions
 - (H) NOTICE of AWARD

(I) SPECIFICATIONS prepared or issued by Davis, Bowen & Friedel, Inc.

(J) PLANS prepared or issued by Davis, Bowen & Friedel, Inc.

(K) APPENDICES

(L) ADDENDA:

No. 1, dated _____, 2023

No. 2, dated _____, 2023

No. 3, dated _____, 2023

6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS.

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

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

AGREEMENT

00530-2

(SEAL)

OWNER: _____

BY: _____

NAME: _____
(Please Type)

TITLE: _____

ATTEST: _____

NAME: _____
(Please Type)

TITLE: _____

CONTRACTOR:

BY: _____

NAME: _____
(Please Type)

(SEAL)

ADDRESS: _____

(Employer Identification No.)/ (License No.)

ATTEST: _____

Name: _____
(Please Type)

Title: _____

END OF SECTION

SECTION 00531

NOTICE OF AWARD

TO: _____

PROJECT Description: Heron Park Building Demolition, Town of Berlin, Maryland, Contract No. 0050A116.A01.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bidders dated _____, 2023, and Information for Bidders.

You are hereby notified that your BID has been selected for items in the amount of \$_____.

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

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

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

Dated this ____ day of _____, 2023.

Town of Berlin
 OWNER

By: _____

Title: Town Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

by _____

this the _____ day of _____, 2023.

By _____

Title: _____

END OF SECTION

SECTION 00610

PERFORMANCE BOND

KNOWN ALL PERSONS BY THESE PRESENTS that.

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Berlin, 10 William Street, Berlin, Maryland 21811, hereinafter called OWNER, in the total aggregate penal sum of _____ DOLLARS (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Heron Park Building Demolition, 0050A116.A01, the demolition and removal of selected areas of the existing abandoned building, removal of miscellaneous structures, environmental cleanup and debris removal.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:

_____	_____
(Principal) Secretary	(Principal)
(SEAL)	By: _____
_____	Address: _____

(Witness as to Principal)	
Address: _____	

	(Surety)

ATTEST:

_____	By: _____
(Witness to Surety)	(Attorney-in-Fact)
Address: _____	Address: _____
_____	_____

NOTE: Date of BOND must not be prior to date of Contract.

IF CONTRACTOR is partnership, all partners should execute BOND.

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

END OF SECTION

SECTION 00620

PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENT that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

PRINCIPAL and _____
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto the Town of Berlin, 10 William Street, Berlin Maryland, 21811 hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of

Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Heron Park Building Demolition, 0050A116.A01, the demolition and removal of selected areas of the existing abandoned building, removal of miscellaneous structures, environmental cleanup and debris removal.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in three (3) counterparts each of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(Principal)

(Principal) Secretary

By: _____

Address: _____

(Witness as to Principal)

Address: _____

(Surety)

ATTEST:

(Witness as to Surety)

By: _____

(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

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

END OF SECTION

SECTION 00630

NOTICE TO PROCEED

TO: _____ DATE: _____

 _____ PROJECT: Heron Park Building
Demolition

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Town of Berlin
 OWNER

By: _____
 Name: Mary Bohlen
 Title: Town Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this the _____, 20____

By: _____

Title: _____

Employer Identification
 Number: _____

END OF SECTION

SECTION 00700

MEASUREMENT & PAYMENT

PART 1 – GENERAL

1.1 GENERAL

- A. Payment for materials furnished and work done under this contract will be made as herein below stipulated, for the actual amount of materials supplied and work done under authorization of the ENGINEER and in accordance with the prices bid in the Bid Form. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as shall be authorized by written order.
- B. It is intended that all work shown on the contract drawings and included in the specifications is to be paid for under the items listed in the bid form. The absence of a bid item for any specific category of work shall be interpreted as meaning that the cost of such work, accomplished as defined by the contract documents, shall be included in the prices bid for the related item listed in the Bid Form.
- C. The OWNER may elect to delete bid items in their entirety and award Add Alternates listed on the bid form as deemed necessary to fulfill the grant amount.
- D. Bid prices for base bid items and Add Alternates items shall include furnishing all materials, equipment and labor for the scope of work of this contract and all appurtenant work to complete the work as shown or described. All hauling and disposing of demolished materials shall be included in the prices bid and all other appurtenant work as shown or specified.
- E. For Lump Sum bid items, no measurement will be made. Payment will be made on a lump sum basis at the lump sum price bid for work completed and approved by the ENGINEER in accordance with the approved schedule of values.

END OF SECTION

SECTION 00800

GENERAL CONDITIONS

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SECTION 00800

GENERAL CONDITIONS

1. General

The ENGINEER is the firm of Davis, Bowen and Friedel, Inc. acting for the OWNER as his duly authorized agent, said agent acting severally within the scope of duties contracted with the OWNER.

Wherever the word ENGINEER appears in the Contract Documents, it is defined to mean the firm of Davis, Bowen & Friedel, Inc. 601 E. Main Street, Suite 100, Salisbury, Maryland 21804.

Wherever the word OWNER appears in the Contract Documents, it is defined to mean the Town of Berlin, 10 William Street, Berlin, Maryland 21811.

It is the intent of the Specifications and Drawings to describe a complete PROJECT to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a modification.

The Contract Documents are complementary: what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the work affected thereby; however, he shall not be liable to the OWNER or ENGINEER for his failure to discover any conflict, error, or discrepancy in the Specifications or Drawings. In resolving such conflicts, errors, and discrepancies the documents shall be given precedence in the following order: Agreement, Modifications, Addenda, Special Conditions, General Conditions, Information for Bidders, Specifications and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over General Drawings. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The work to be done under these specifications is to cover the completed work shown on the plans or called for in the specifications and other contract documents. The CONTRACTOR shall furnish all implements, machinery, tools, equipment, material and labor necessary to the performance of the work and shall furnish and do everything necessary to make the work perfect, complete, neat and finished, and the CONTRACTOR shall leave all the work to be done under this Contract in this condition at the time the work is finally inspected.

2. Definitions of Terms

- A. Whenever in these Specifications, Proposals, Agreement, Bond and other Contract Documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

"OWNER" or "Town of Berlin"

Town of Berlin, located in Worcester County, Maryland.

"ENGINEER" and "ARCHITECT"

Consultant ENGINEER or ARCHITECT for OWNER or his duly authorized representative. Wherever the word ENGINEER or ARCHITECT is referred to in these specifications it can be substituted with the word "OWNER" and he can at all times assume the responsibilities of the ENGINEER or ARCHITECT. Throughout these documents the words ENGINEER and ARCHITECT may be used interchangeably, each having the full authority described for the ENGINEER or ARCHITECT.

"Resident Project Representative"

An authorized representative of the OWNER or ENGINEER or ARCHITECT assigned to make any and all necessary observations of the work performed and materials and/or equipment furnished by the CONTRACTOR.

"Contractor"

Party responsible for constructing the work, acting directly or through his agents or employees.

"Subcontractor"

Any individual, firm or corporation who contracts with a CONTRACTOR to perform part or all of the latter's contract.

"Shop Drawings"

Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the CONTRACTOR or any SUBCONTRACTOR, manufacturer, supplier or distributor, and which illustrate some portion of the work.

"Drawings"

All drawings or reproduction of drawings, pertaining to the work under the contract, which are furnished or approved by the ENGINEER.

"Specifications"

The definitions, descriptions, directions, provisions and requirements, contained herein, and all written supplements thereto, made or to be made, pertaining to the contract, and the materials, equipment, and workmanship to be furnished under the contract.

"Contract" or "Contract Documents"

All things contained in the specifications, drawings, proposals, agreement and bond, and therein referred to, are to be considered as one instrument forming the contract, also any and all supplemental agreements which could reasonably be required to complete the construction contemplated.

"Approved", "As Required", and similar expressions

Meaning shall be construed as "as approved by the ENGINEER" and "as required by the ENGINEER".

"Provide"

A direction to the CONTRACTOR to furnish all materials, equipment and labor and make payment for all of these necessary to complete the contract.

"Work"

Any and all things agreed to be furnished or done by or on the part of the CONTRACTOR,

and which are required in the construction and completion of the PROJECT herein contemplated. Includes also labor, material and equipment.

"Material" or "Materials"

Unless the context otherwise requires, these words or either of them, shall include equipment.

"Furnish"

A direction to the CONTRACTOR to supply and make payment for materials and equipment but not necessarily to install or pay workmen to install, or both, these items.

"General Conditions"

Provisions that establish and pertain to the legal responsibilities between the parties involved in the work, namely OWNER, ENGINEER and CONTRACTOR.

"Surety"

The body corporate, approved by the OWNER, which is bound with and for the CONTRACTOR who is primarily liable, and which engages to be responsible for his acceptable performance of the work for which he has contracted.

"Force Account"

Work, for which no price has been negotiated, that has been performed by the CONTRACTOR, by order of the ENGINEER, under emergency conditions. The order shall be confirmed in writing.

"BIDDER"

Any individual, firm or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

"Bid"

The approved prepared form on which the BIDDER is to submit or has submitted his bid for the work contemplated.

"Certified Check"

The check attached to a bid, drawn upon a solvent clearing house bank, and guaranteed by the bank to be good as to the signature and amount indicated on face. It is a substitute for a bid bond.

"Supplementary or Special Conditions"

Provisions specifically applicable to this work.

"General Requirements"

Instructions to the General CONTRACTOR relating to non-legal non-technical requirements for proper execution of the field work. These are instructions that cannot logically be placed anywhere else in the bidding documents.

"Acts of God"

A cataclysmic phenomenon of nature. Climatic and subsurface conditions of which may be abnormal for the area over all or part of the time span of the work, but which do not preclude prosecution of the work with the proper use of specified methods and equipment, shall not be considered as acts of God.

"Bond" or "Contract Bond"

The form of security to be approved by the OWNER, furnished by the CONTRACTOR and his Surety in accordance with the form attached hereto.

"Notice to Proceed"

A notice to the CONTRACTOR of the date on which he is to begin the execution of work for which he has a contract.

- B. The headings and subheadings printed in these specifications are intended for convenience or reference only and shall not be considered as having any particular bearing on the interpretation thereof.
- C. The drawings accompanying these specifications shall be held and taken to be "attached" hereto, whether or not said drawing is physically attached hereto.
- D. Wherever the words "directed", "required", "ordered", "approved", "acceptable", or others of like import appear in the specifications, they shall mean as directed, required, ordered, approved or acceptable by or to the OWNER and by or to the ENGINEER acting as the OWNER'S agent.

3. Drawings And Specifications

- A. All reference to regulatory or industry standards appearing on the drawings or in the specifications shall mean the current edition. Where, in the specifications which follow, a standard is cited next to the name of a product or a test procedure, the product or test procedure shall conform to that standard.
- B. Two (2) sets of drawings and specifications will be furnished the CONTRACTOR without charge. Additional sets will be furnished at cost.
- C. The CONTRACTOR shall maintain, at the job site, one complete set of drawings and specifications. The CONTRACTOR shall record on this set and keep current, all authorized changes and field adjustments. The set shall be kept available for inspection by representatives of the OWNER and the ENGINEER, and shall finally be used to assist in the preparation of record drawings.
- D. Locations of overhead and underground utilities shown on the drawings were derived from existing records and from field observations, in order to provide the CONTRACTOR with as much information as could reasonably be ascertained without actually excavating and exposing subsurface utilities. The OWNER and the ENGINEER do not warrant or guarantee the accuracy of the information shown. Some utilities may not be shown, and the location of those shown may not be entirely accurate.
- E. All incidental items of labor and materials not specifically delineated by the Contract Documents, but which are necessary to provide a fully operable facility, and which may reasonably be interpreted as being a part of the work, shall be accomplished by the CONTRACTOR without extra charge, the prices of which shall be included within the base bid items.

4. Contract Time

- A. The proposal states the number of consecutive work days allowed from date of "Notice to Proceed" to date of completion of the entire PROJECT under this Contract. For each and every day that the CONTRACTOR is in default in completing the Contract, as defined in the General Conditions and the bid, he shall pay the OWNER liquidated damages in the amount stated in the Bid Form.
- B. The OWNER reserves the right to take either or both of the following actions at any time, that in his judgment, it appears the scheduled completion date will not be met:
 - 1. Require the CONTRACTOR to assign additional construction forces to the work.
 - 2. Delete all or any portion of remaining work from this Contract and assign such work to another CONTRACTOR or accomplish same by any other method which may appear most advantageous.

These remedies are supplementary to all other provisions of the specifications and do not void such other provisions.

5. Subcontracting

- A. The CONTRACTOR shall submit, prior to commencement of construction, for review by the ENGINEER and the OWNER, a final list of SUBCONTRACTORS, including SUBCONTRACTOR name, the portion of work which he is to do, his place of business, and any other information the ENGINEER may require, as well as materials and equipment suppliers with whom he intends to contract. If the OWNER or the ENGINEER objects to any proposed SUBCONTRACTOR, materials or equipment supplier, the CONTRACTOR shall furnish such data as may be required to secure the OWNER'S and ENGINEER'S approval. If such approval is not then forthcoming, the OWNER and the CONTRACTOR will negotiate the matter to a mutually acceptable conclusion, which negotiations may include a decrease or increase in contract price.
- B. The CONTRACTOR shall not, either legally or equitably, assign any of the monies payable under the contract, or his claims thereto, unless by and with the like consent of the ENGINEER.
- C. The CONTRACTOR shall not be released from any of his liabilities or obligations under this contract should any SUBCONTRACTOR or SUBCONTRACTORS fail to perform in a satisfactory manner the work undertaken by him or them.

6. Contractor's And Subcontractor's Insurance

- A. The CONTRACTOR shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until the insurance required of the SUBCONTRACTOR has been so obtained and approved.
- B. Compensation and Employer's Liability Insurance

The CONTRACTOR shall take out and maintain during the life of the contract the statutory

Workmen's Compensation and Employer's Liability Insurance for all his employees to be engaged in work on the PROJECT under the contract shall and, in case any such work is sublet, the CONTRACTOR shall require the SUBCONTRACTOR similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.

C. General Public Liability and Property Damage Liability Insurance

1. The CONTRACTOR shall take out and maintain during the life of the contract General Public Liability and Property Damage Liability Insurance to protect him and any SUBCONTRACTOR performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by a SUBCONTRACTOR, or by anyone directly or indirectly employed by either of them, and the amount of such insurance should not be less than:
2. General Public Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000) for injuries, including wrongful death to any one person, and subject to the same limit for two or more persons in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
3. Property Damage Insurance, in an amount not less than Two Hundred Thousand Dollars (\$200,000) for damages on account of any one accident, and in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on all accidents.

D. Special Hazards Insurance

In the event of the possibility of special hazards existing in the work contemplated, such hazards shall be covered by a rider to the policy or policies required under the subparagraph 2 in amounts not less than those stipulated under subparagraph 2. If any special hazard is encountered during the performance of this contract, the CONTRACTOR shall, prior to performing any work involving the special hazard, immediately proceed with the procuring of this insurance.

E. Builder's Risk Insurance (Fire and Extended Coverage)

1. The CONTRACTOR shall have adequate fire and standard extended coverage, with a company or companies acceptable to the OWNER, in force on the PROJECT.
2. The insurance should provide protection at all times against loss by the OWNER and CONTRACTOR until final acceptance of the work.
3. This provision with respect to Builder's Risk Insurance shall in no way relieve the CONTRACTOR of his obligation of completing the work covered by the Contract.

F. Automobile Bodily Injury Liability Insurance

Automobile Bodily Injury Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including death, to any one person and subject to the same limits for each person, in an amount not less than Three Thousand Dollars (\$300,000) on account of any one accident.

G. Proof of Carriage of Insurance

The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be canceled or materially altered, except after thirty (30) day written notice has been received by the OWNER".

7. Safety And Health Regulations for Construction

- A. In order to protect the lives and health of his employees under the contract, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under contract.
- B. The CONTRACTOR, alone, shall be responsible for the safety, the adequacy of his work, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The CONTRACTOR will comply, within the prices bid and without extra cost to the OWNER, with all safety regulations or determinations issued by any agency of the Federal government including OSHA and the State of Maryland.

8. Tests and Inspections

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the CONTRACTOR shall assume full responsibility, therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.
- B. ENGINEER and his representatives, representatives of OWNER, the Worcester Soil Conservation District, OSHA, MDE and other agencies having jurisdiction will at reasonable times have access to the WORK. CONTRACTOR shall provide proper and safe facilities for such access, inspection, and observation of the Work and also for any inspection or testing within the prices bid thereof by others.

9. Working Time

- A. The CONTRACTOR will not be permitted to work on holidays observed by the OWNER or the State of Maryland or on Saturdays or Sundays unless otherwise authorized by the ENGINEER in writing.
- B. In case of an emergency, which may require that work be done on Saturdays, Sundays, Holidays, the CONTRACTOR shall request permission of the ENGINEER to do so. If, in the opinion of the ENGINEER, the emergency is bonafide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if in the opinion of the ENGINEER a bonafide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether or not the CONTRACTOR requests permission to do so.

- C. The CONTRACTOR will be allowed to work eight (8) hours per day, Monday through Friday, except for holidays, 52 weeks per year between the hours of 7:30 A.M. and 5:00 P.M. No work beyond this window of time shall be permitted unless otherwise noted in writing by the ENGINEER.
- D. Should the CONTRACTOR extend his work beyond these specified hours, unless otherwise agreed upon previously in writing, any and all cost of weekend, holiday, and/or overtime inspection incurred by the CONTRACTOR, ENGINEER, or OWNER will be the sole obligation of the CONTRACTOR. Overtime cost for inspection will be backcharged to the CONTRACTOR at a rate of \$105 per hour. Costs for overtime inspection will be deducted from monthly pay requests.

10. Protection of Property and Structures

- A. The CONTRACTOR shall, at his own expense, sustain in their places and protect from direct or indirect injury all pipes, wires, conduits, poles, tracks, walls, buildings, and other structures or property in the vicinity of his work whether above or below the ground, or that may appear in the trench. He shall at all times have sufficient quantity of timber and plank, chains, ropes, etc., on the site and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened. The CONTRACTOR shall take all risks attending the presence of proximity of pipes, wires, conduits, poles, tracks, walls, buildings or other structures and property of every kind and description in or over his trenches or in the vicinity of his work whether above or below the surface ground, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them, whether such structures are or are not shown on the drawings.
- B. The CONTRACTOR shall take all necessary precautions to protect existing fences, property markers, driveways, curbing, sidewalk etc., including the replacement of any said items damaged through or as a result of the CONTRACTOR'S operations to the satisfaction of the property OWNER and the ENGINEER. The CONTRACTOR shall coordinate and pay for replacement of property monuments damaged. This work shall be performed by a surveyor licensed in the State where the damage occurred.
- C. All permanent construction will be within lands of the OWNER, public Rights-of-Way or Rights-of-Way through private property acquired by the OWNER and the CONTRACTOR shall confine his operations strictly within the limits of the Rights-of-Way and construction areas, unless he has written permission of the OWNER of the adjacent property to occupy additional ground. A copy of the written permission shall be placed on file with the OWNER.
- D. The CONTRACTOR shall not enter upon private property for any purpose without obtaining the property OWNER'S permission, and he shall be responsible for the preservation of all public and private property, trees, shrubbery, monuments, and any and all natural or manmade objects, along and adjacent to the work and shall use every precaution necessary to prevent damage or injury to any and all property. The CONTRACTOR shall not willfully or maliciously injure or destroy trees or shrubs and shall not remove or cut them without proper written authority of the property OWNER. The CONTRACTOR shall be strictly responsible for any and all damage or injury of every kind and description which directly or indirectly may be done to any property or sustained

by any persons during the prosecution of the work resulting from any wrong doing, misconduct, poor construction methods, or any negligence of himself or his agents and/or employees in his manner or method of executing said work or due to his non-execution of said work, even though such manner or method of said work be concurred in, permitted, or allowed by the ENGINEER or the OWNER, its agents, and/or employees, or at any time due to defective work or materials. When or where any direct or indirect damage or injury is done to public or private property, by or on account of any act, construction method, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the CONTRACTOR, he shall restore, at his own expense, such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure on the part of the CONTRACTOR to restore such property or make good such damage or injury, the ENGINEER may, upon forty-eight (48) hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof may be deducted from any money due or which may become due the CONTRACTOR under this Contract. No extension of the Contract time will be allowed for any work or restoration covered by these requirements.

11. Force Account Work

The CONTRACTOR shall perform extra work, for which there is no quantity and price included in the Contract, whenever required to complete fully the work contemplated it is deemed necessary or desirable, by written authority of the ENGINEER, and such work shall be done in accordance with the specifications therefore or in the best workmanlike manner as directed. This extra work will be paid for on force account basis by written authority of the ENGINEER. All extra work done on force account basis, the use of which has been solely determined and authorized in writing by the ENGINEER, will be paid for in the following manner:

Labor: For all labor and foremen in direct charge of the specific PROJECT, the CONTRACTOR shall receive as shown on his weekly payroll the basic hourly wage, overtime and fringe benefits paid in case to the employee for each and every hour that said labor and foremen are actually engaged in such work, to which cost shall be added an amount equal to fifteen percent of the sum thereof. The Superintendent's or office personnel's time will not be allowed.

Material: For material accepted by the ENGINEER and used, the CONTRACTOR shall receive the actual cost of such materials delivered for the work, including transportation charges paid by him to which the cost of fifteen percent will be added.

Equipment: For any machinery or special equipment including fuel and lubricants, plus transportation costs, the use of which has been authorized by the ENGINEER, the CONTRACTOR shall receive the rental rate agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum fifteen percent will be added. In addition to the above, the actual transportation costs for one move in and one move out may be allowed. When the OWNER is obligated to pay for idle equipment the allowance shall be seventy-five percent of the agreed on equipment rental rate. To compute hourly rates use eight hours per day, forty hours per week and one-hundred and seventy-six hours per month.

SUBCONTRACTORS: For all work performed by SUBCONTRACTORS, the CONTRACTOR shall receive the rate billed to him by the SUBCONTRACTOR for each and every hour that said SUBCONTRACTOR is actually engaged in such work to which shall be added an amount equal to ten percent (10%) of the sum.

Miscellaneous: No additional allowance shall be made for the General superintendence of the PROJECT and related transportation, the use of small tools, or other costs for which no specific allowance is herein provided.

- B. The compensation as herein provided shall be received by the CONTRACTOR as payment in full for extra work done on a "force account" basis. The CONTRACTOR'S representative and the Resident Project Representative (R.P.R.) shall compare records of extra work on a "force account" basis at the end of each day. Copies of these records shall be made in duplicate, upon the ENGINEER'S "force account forms" and signed by both the R.P.R. and the CONTRACTOR'S representative, one copy being forwarded respectively to the ENGINEER and to the CONTRACTOR. Claims for extra work performed on a "force account" basis shall be submitted to the ENGINEER, in triplicate, on certified forms properly executed, by the CONTRACTOR. Statements shall also include the value of all material used in such work, and said statements shall be filed not later than the fifteenth (15th) day of the month following that in which the work was actually performed, and shall include all charges which can be verified.
- C. For extra work, as defined in this paragraph, the CONTRACTOR will be reimbursed for his expenditures for Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation covering the workers actually engaged upon such extra work. No percentage will be added to such payments, but the CONTRACTOR shall receive only the actual amount of money expended for such Workmen's Compensation Insurance, Public Liability Insurance, Social Security taxes and Unemployment Compensation. Such Payments shall be based upon the prevailing standard insurance rates supported by receipted vouchers from the insurance vendors and upon the actual amount of taxes paid for Social Security and Unemployment Compensation as evidenced by proper documents furnished by the CONTRACTOR.

12. Payments to Contractor

- A. The CONTRACTOR will be compensated monthly for only the materials in-place, complete, and will not be compensated for materials stored unless specifically listed at the Pre-Construction Conference. In the case of lump sum items, monthly compensation will be on the basis of the schedule of values to be agreed upon prior to beginning construction.
- B. Each request for payment shall contain CONTRACTOR'S certification that he has paid all SUBCONTRACTORS and material men in the same proportion for all work and materials supplied to them at his own receipts.
- C. Prior to final payment, the CONTRACTOR shall furnish a complete release of liens form individually executed by all SUBCONTRACTORS and material men.

13. Schedules, Reports and Records

- A. All items of work which require measurement shall be measured concurrently, upon installation and before covering or backfilling, by the OWNER'S representative and the

CONTRACTOR'S representative. All items so measured will be recorded by both parties in a format which can be kept current until completion of the work.

- B. Such measurement records shall be utilized to formulate and check partial and final requests for payment. Upon completion of the work, both sets of records shall be delivered to the ENGINEER for his use in the preparation of record drawings.
- C. All measurements, to the maximum extent possible, shall be referenced to base dimensions and stationing shown on the drawings.

14. Eliminated Items

Should any items contained in the Proposal be found unnecessary for the proper completion of the work contracted, the ENGINEER may, upon written order to the CONTRACTOR, eliminate such items from the contract and such action shall in no way invalidate the contract, and no payment will be made for the items so eliminated in making final payment to the CONTRACTOR except for such actual work as may have been done, and materials actually purchased prior to elimination of the scope of work.

15. Contractor's Legal Address

- A. The address given in the bid or proposal is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to the ENGINEER. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper directed to the above-mentioned address of any notice, letter and other communication to the CONTRACTOR, shall be deemed to be a legal and sufficient service thereof upon the CONTRACTOR.
- B. The delivering at or the mailing to the CONTRACTOR'S business address (written notice of which address shall be given to the ENGINEER), or the delivering to the CONTRACTOR in person or to his authorized representative, of notices, letters and other communication shall also be deemed to be a legal and sufficient service thereof upon the CONTRACTOR.

16. Ordering Materials

- A. Delivery schedules for all materials and/or equipment specified herein or shown on the drawings, or in any way affecting the work, shall be reported to the ENGINEER within ten (10) days of the notice to proceed. The ENGINEER shall be notified immediately if any materials or equipment are not obtainable, or promised delivery dates are such as to seriously impede the work. Substitute materials, if required, shall be subject to approval by the ENGINEER. To meet the contract time, CONTRACTOR may need to pay extra for expediting manufacture or delivery. The CONTRACTOR will be expected to include such costs within the base prices bid and to meet the project schedule.
- B. CONTRACTOR shall frequently check on continued validity of delivery dates and shall advise the ENGINEER promptly of any change of delivery promises made by the suppliers. The CONTRACTOR shall expedite deliveries of materials controlling job progress.
- C. Shop drawings and orders shall be handled expeditiously by the CONTRACTOR to avoid delays in the work.

- D. By submitting his bid, CONTRACTOR certifies that manufacturing and delivery schedules have been confirmed and validated and incorporated into his overall project schedule in a manner that will assure CONTRACTOR'S control of the schedule and completion within the designated project period, and within the base prices bid.

17. Building Codes

- A. The CONTRACTOR shall conform to the latest edition of Standard Building Code and NFPA 101 Life Safety Code. If the CONTRACTOR discovers questionable deviation from these code requirements, the CONTRACTOR is then required to notify the ENGINEER for confirmation.
- B. The CONTRACTOR shall conform to safety standards as set forth by the "Manual of Accident Prevention in Construction by Associated General CONTRACTORS of America, Inc", and O.S.H.A.

18. Laws to Be Observed

The CONTRACTOR shall observe and comply with federal, state, county, and local laws, ordinances, rules, regulations, decrees and orders that are in effect and applicable to the work during the time of construction; and he shall see that his SUBCONTRACTORS likewise meet this requirement. He shall indemnify, and hold harmless, the OWNER and his representatives against claims and liabilities arising from CONTRACTOR and SUBCONTRACTOR violations of such laws, ordinances, rules, regulations, decrees, and orders, whether such violations be by the CONTRACTOR or any SUBCONTRACTOR, or any of their agents and/or employees.

19. Equal or Approved Equal

- A. Where an article or material is specified by proprietary name, trade name, and/or manufacturer's name with the addition of such expressions as "or equal" thereof, is intended subject to the approval of the ENGINEER as to the equality thereof, and it is distinctly understood:
 - 1. That the ENGINEER is to use his own judgment in determining from time to time whether or not any articles or thing proposed to be substituted is the equal of any article of thing so specified.
 - 2. That the decision of the ENGINEER on all such questions of equality shall be final; and
 - 3. That in the event of any adverse decision by the ENGINEER, no claim of any sort shall be made or allowed against the OWNER or the ENGINEER.
- B. An offer of an article or material by the CONTRACTOR for an article of material specified, will raise the presumption that it is for the purpose of saving money. If, in such case, the articles or material is approved, the OWNER shall be given credit as follows: 1) exercise use of a deduct bid item where applicable; and 2) the difference in the net cost to the CONTRACTOR of the article or material submitted and the price at which he could have obtained the lowest priced article or material specified. For convenience in checking the credit, if any, the CONTRACTOR shall submit these figures when the offer is made, and no article or materials will be considered without figures.

- C. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or design of the PROJECT will result. All incidental changes in design, and construction related to a substitution as required to accommodate the substitute and all additional review costs will be paid by the CONTRACTOR without a change in the Contract Price or Contract Time.

20. Permit Requirements

CONTRACTOR shall perform all work shown on the drawings and required within these specifications in accordance with all authorities having jurisdiction and all applicable permits.

21. Location of Existing Utilities

- A. The CONTRACTOR'S attention is directed to the fact that the location of the existing utilities shown on the contract drawings are approximate only. It shall be the CONTRACTOR'S responsibility to locate these utilities well ahead of the work and any related work, by test pits in the vicinity of the utilities prior to actual construction which could potentially conflict with utilities, within the base bid prices. Any work installed at conflicting grades shall be removed and reinstalled at CONTRACTOR'S expense. CONTRACTOR shall immediately notify ENGINEER of any Potential conflicts which may require an adjustment to design grades and locations.
- B. The CONTRACTOR shall do all work, within the prices bid and without extra cost to the OWNER, which is required to locate, protect, relocate, replace or repair all overhead and underground utilities shown or not shown on the drawings, as necessary for the construction of this PROJECT. He shall contact "Miss Utility" at 1-800-282-8555 and the OWNER at least 48 hours prior to digging in the vicinity of existing underground utilities to have them located and marked.
- C. The failure to show on the contract drawings any existing utilities shall not relieve the CONTRACTOR of his responsibility of determining the locations of these utilities, and any damage to the utilities or interruption of services shall be repaired by the CONTRACTOR according to OWNER or utility company specifications. The OWNER shall be notified of any damage to any utilities.
- D. The CONTRACTOR shall, within the prices bid and without extra cost to the OWNER, pay all charges levied by utility companies for work performed by their forces to locate, inspect, protect, relocate, replace or repair overhead or underground utilities as necessary for the construction of this PROJECT.

22. Existing Water and Sewerage Systems

- A. It is essential that the existing water and sewage systems remain in operation throughout the construction period. Connections to existing pipes and structures shall be scheduled and coordinated with the OWNER of the utility. Although some interruptions in service are impossible to avoid, the CONTRACTOR shall make every effort to keep these interruptions to a minimum.
- B. Certain connections to existing systems might have to be made during weekends or nighttime hours. No additional cost for these working hours will be allowed.

23. Cooperation with Other Contractors

- A. The CONTRACTOR shall cooperate with and so conduct his operations as not to interfere with or injure the work of other Contractors or workmen employed by the OWNER. He shall promptly make good, at his own expense, any injury or damage which may be done by him or his employees or agents on the work.
- B. The CONTRACTOR shall suspend such part of the work herein specified, or shall carry on the same in such manner, as may be ordered by the ENGINEER when necessary to facilitate the work of such other Contractors or workmen.

24. Test Boring and/or Subsurface Conditions Shown on Drawings

- A. Where test borings and/or subsurface conditions are provided they have been provided for the information of all parties concerned; however, the OWNER assumes no responsibility for the accuracy of such information, and should any BIDDER or CONTRACTOR rely on such information in preparing his bid or in the performance of the work, he does so at his own risk.
- B. Whether or not subsurface conditions are shown the CONTRACTOR is not relieved of the responsibility of making his own investigations to determine the type of subsurface materials prior to bidding. Where the bid or proposal stipulates unit prices, the presence or absence of particular subsurface materials, or the increase or decrease in quantities of specific subsurface materials, shall not entitle the CONTRACTOR to additional compensation beyond the unit prices stipulated, wherein unclassified excavation is included as a part of the proposal items.
- C. Should the CONTRACTOR encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the ENGINEER of such conditions before proceeding.

25. Record Drawings

The CONTRACTOR shall keep (1) copy of the drawings at the site, in good order and provide mark-up to show all changes made during construction. These record drawings shall be available to the ENGINEER, and shall be delivered to him upon completion of the Contract. The ENGINEER will compare the CONTRACTOR'S mark-up to the inspector's and prepare final record drawings for the OWNER. They will contain stationing and locations on all below grade piping, manholes, cleanouts, valves, bends, tees, crosses, etc.

26. Contractor Responsibility to Coordinate All Services

During construction, testing, start-up and initial operation, and during the one-year guarantee period, CONTRACTOR is solely responsible for coordinating the efforts of all parties responsible for work under this Contract. Should problems arise, CONTRACTOR shall promptly perform all tests necessary to trouble shoot and identify the problems and assure repairs are made by the appropriate SUBCONTRACTORS or suppliers as required to remedy any faults. CONTRACTOR shall respond to requests for services from the OWNER or ENGINEER as soon as possible, but in no case, longer than 24 hours after receiving such request whenever a problem arises which affects the proper operation of the work. The fault or defect shall be remedied as soon as possible. The CONTRACTOR shall provide emergency substitute equipment at his expense, if necessary, to keep

the system operational during troubleshooting or repairs and shall bear all costs associated with such efforts.

27. Erosion and Sediment Control

The CONTRACTOR shall provide for safe disposal of run-off from construction areas in accordance with County and State erosion and sediment control requirements. Such requirements may be defined in the Contract Documents, issued by addendum or order during construction by the controlling agency OWNER or ENGINEER. The cost of erosion and sediment control measures shall be included in the appropriate prices bid.

28. Permits, Fees and Notices

- A. The CONTRACTOR shall pay taxes, royalties, and fees, and secure licenses that are required, during the time of the contract, by local, county, state and federal laws, ordinances, rules, codes and regulations for the legal performance of the contract.
- B. The CONTRACTOR shall perform the work in accordance with notices issued by public authorities having jurisdiction over the work.
- C. If the CONTRACTOR performs work, knowingly or ignorantly, contrary to requirements of local, county, state and federal laws, ordinances, rules, codes and regulations, he shall assume full responsibility therefore and shall bear all costs of suits, actions and damages resulting from his illegal work performed.

29. Patents

- A. Whenever articles, materials, means, appliances, processes, compositions, combinations and things indicated by these specifications are covered by letters patent, the successful BIDDER shall secure, before using or employing such articles, materials, means, appliances, processes, compositions, combinations or things, the assent, in writing, of the OWNER or licensee of such letters patent and file the assent with the ENGINEER.
- B. The said assent is to cover not only the use, employment and incorporation of said articles, materials, means, appliances, processes, compositions, combinations or things in the construction and completion of the work, but also the permanent use of said articles, materials, means, appliances, processes, compositions, combination or things, thereafter by or on behalf of the OWNER in the operation and maintenance of the PROJECT for the purpose for which it is intended or adapted.
- C. It is mutually agreed and understood that without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

30. Drawings to Be Followed

The approved plans, profiles, details and cross sections on file in the office of the ENGINEER will show the location, details and dimensions of the work contemplated, which shall be performed in strict accordance therewith and in accordance with the specifications. There shall be no deviation from the drawings and specifications on account of the exigencies of construction, unless approved and authorized in writing by the ENGINEER.

31. ENGINEER's Digital Data Files

- A. Electronic copies of digital data files of the Contract Drawings will be provided by the Engineer per the following:
 - 1. AutoCAD (or other dwg format files): Contractor or Sub-contractor to be utilizing the files will obtain and sign an Electronic File Agreement from the Engineer.
 - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings. Files are for recipients use only and files are not to be transferred to others.
 - b. First Digital File (per order): Eight Hundred Dollars (\$800.00). A file is defined to mean a single drawing sheet.
 - c. Subsequent Files (per same order): Four Hundred Dollars (\$400.00). A file is defined to mean a single drawing sheet.
 - d. Digital File Format: AutoCAD 2015.
 - e. Electronic File Agreement and payment to be received by Engineer prior to release of file(s).
 - 2. PDF File Format: Available upon request.

32. Interpretation of Drawings

On all drawings, the figured dimensions shall govern in the case of discrepancy between the scales and figures. The CONTRACTOR shall take no advantage of any error or omission in the drawings or of any discrepancy between the drawings and specifications, and the ENGINEER will make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications, and of the drawings as construed by him. In all cases of doubt as to the true meaning of the specifications and drawings, the decision of the ENGINEER will be final and conclusive.

33. Alteration of Drawings and Character of Work

The ENGINEER reserves the right to make such alterations in the drawings and in the character of the work as necessary or desirable, or both, from time to time to complete the construction of the work, provided such alterations do not change materially the original drawings and specifications; and such alterations shall not be considered as a waiver of conditions of the contract, nor shall they invalidate any of the provisions thereof. Should such alterations in the drawings or in the character of work, or both, cause increased or decreased cost to the CONTRACTOR, a fair and equitable sum therefore, to be agreed upon in writing by the CONTRACTOR and ENGINEER before such work is begun, shall be added or deducted from the contract price. No allowance will be made for anticipated profits on the work omitted.

34. Engineer May Increase and Decrease Quantities

- A. Whenever the estimated quantities of work to be done and materials to be furnished on a unit price basis under this contract are shown in any of the documents including the bid, they are given for use in comparing bids. The ENGINEER reserves the right to increase and decrease the amount or quantity of unit price items included in the bid wherever he deems it advisable or necessary to do so, and such increase or decrease shall in no way

violate the contract.

- B. The CONTRACTOR will be paid for the actual amount of quantity of authorized work done or materials furnished under any unit price item of the "Bid or Proposal", at the price bid and stipulated for such item. In case the amount or quantity of any item is increased as above provided, the CONTRACTOR shall not be entitled to any damages or increased compensation over and above the price bid for such items, and in case the amount or quantity of any item is diminished as above provided, the CONTRACTOR shall not have any claim for damages due to loss of anticipated profits or otherwise because of such diminution.

35. Unauthorized Work

Work performed without ENGINEER'S approval of lines and grades, work performed beyond the lines and grades shown on the drawings or as given, except as herein provided, and extra work performed without written authority, will be considered as unauthorized and at the expense of the CONTRACTOR. Such work will not be measured by the ENGINEER, nor will payment be made by the OWNER. Work so performed may be ordered, by the ENGINEER removed and replaced at the CONTRACTOR'S expense.

36. Execution of Work

- A. The CONTRACTOR shall begin the work to be performed under the contract at the time stated in the Notice to Proceed, provided by the ENGINEER to the CONTRACTOR. The place where the work is to be started will be stated either in this notice to proceed or will be designated on the ground. The work shall be executed from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the contract.
- B. If the work should be discontinued because of unforeseen events, the CONTRACTOR shall immediately notify the ENGINEER. When the CONTRACTOR shall discontinue the work because of a planned stoppage, the stoppage shall not take place until the ENGINEER has authorized such stoppage; and work shall not be resumed until CONTRACTOR notifies ENGINEER 24 hours in advance of starting work again.

37. Cooperation of Contractor and Representative

The CONTRACTOR shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the ENGINEER and OWNER. The CONTRACTOR shall have at all times a competent and reliable English-speaking representative on the work, authorized to receive orders and act for him.

38. Employees and Equipment

- A. Employees of the CONTRACTOR or persons connected with the CONTRACTOR shall be discharged upon request of the ENGINEER for any or all of the following reasons:
 1. Directing profanity or abusive language, or both, at the Resident Project Representative, the ENGINEER, and other OWNER'S representatives.
 2. Interfering with Resident Project Representative and other OWNER'S

- representatives in performance of their work.
- 3. Disobeying or evading, or both, instructions of the ENGINEER or OWNER'S representatives.
- 4. Carelessness or incompetency, or both.
- 5. Being objectionable to the OWNER.

Discharged employees shall not be rehired without consent of the ENGINEER.

- B. CONTRACTOR shall furnish, and maintain in safe working condition, equipment necessary to properly perform the work in the scheduled time.

39. Sanitary Provisions

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such sanitary conveniences and accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Department of Health or of other bodies or tribunals having jurisdiction thereof. He shall commit no public nuisance. He shall construct or provide portable toilet facilities to provide natural light and ventilation, or artificial light and mechanical ventilation. He shall maintain toilets in a clean and sanitary condition. He shall provide toilet tissue in a suitable holder. The CONTRACTOR shall remove temporary toilets when construction is complete.

40. Public Convenience and Safety

- A. The CONTRACTOR shall conduct the work in a manner that will minimize obstruction to traffic in the area. The safety and convenience of the General public and of the residents and occupants of property along and adjacent to the work shall be provided in an adequate and satisfactory manner. The CONTRACTOR shall provide and maintain ingress and egress for all residences and places of business located along the construction route. So far as practical, materials shall not be stored upon the highway. When it is absolutely necessary to do so they shall be placed so as to cause as little obstruction to the traveling public as possible. Footways and portions of the highways and streams adjoining the work shall not be obstructed more than absolutely necessary. In no case shall any traveled thoroughfare be closed without permission of the ENGINEER.
- B. If, in the opinion of the ENGINEER, it is necessary to keep the road or any portion of the road open to travel during the construction, the CONTRACTOR shall carry on his work in such a manner as to provide such means that travel will not be obstructed or endangered.
- C. The CONTRACTOR shall provide and maintain in an acceptable condition such temporary roadways and bridges as may be necessary to accommodate the traffic using or diverted from a roadway where construction is taking place. He shall also provide and maintain in a safe condition temporary approaches to and crossings of intersecting roadways.
- D. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no obstructions shall be placed within 15 feet of hydrant. Work areas closed down for any length of time shall be left entirely accessible at all points to fire apparatus.
- E. Gutters and storm drain inlets shall be kept unobstructed at all times.
- F. The CONTRACTOR shall not disturb the surface of an existing road further in advance of

the new construction that can be completed in a reasonable length of time as determined by the ENGINEER.

41. Barricades, Danger, Warning, and Detour Signs

- A. The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals and signs provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, on which shall be placed acceptable warning signs. The CONTRACTOR shall detour traffic and shall furnish and maintain all detour signs required to direct traffic over the entire route of the detour. Costs for maintaining traffic shall become incidental to the bid terms of this contract and will not be paid for directly. At all times, the CONTRACTOR shall use every precaution possible to warn pedestrians and the traveling public as to the construction in progress.
- B. Traffic may be detoured only over approved routes along existing roads upon approval of the State Highway Department, OWNER and ENGINEER.

42. Contractor's Responsibility for Work

- A. Until the final acceptance of all the work as indicated in writing by the ENGINEER, the work shall be under the charge of and care of the CONTRACTOR. He shall take every precaution against destruction, injury, or damage to the work, or to any part thereof from any other cause whatsoever. The CONTRACTOR shall rebuild, repair, restore, and make good, at his own expense, all destruction, injuries, or damage to the work or any of the above causes before its final completion and acceptance shall be indicated in writing by the ENGINEER.
- B. No inspection or supervision, no failure to inspect or supervise, nor the presence of any employees of the ENGINEER during the execution of the work, and no approval or acceptance of any part of the work herein contracted for, or of the materials and equipment used therein, shall relieve the CONTRACTOR of any of his obligations to fulfill his contract, or shall prevent the rejection of said work, materials, and equipment in whole or in part, at any time thereafter should said work, materials or equipment be found by the ENGINEER to be defective or not in accordance with the requirements of these Contract Documents.

43. Use of a Section of the Work

Whenever, in the opinion of the ENGINEER, a portion of the work is in acceptable condition for OWNER'S use, it may be used for its intended purpose; and such use shall not imply final acceptance of that portion of the work, nor waive any provisions of these Contract Documents.

44. Test of Samples of Materials

Tests of materials shall be made at the CONTRACTOR'S expense, by a certified testing laboratory, in accordance with the officially approved methods as described or designated. The OWNER reserves the right to conduct verification testing at his own expense. The CONTRACTOR shall cooperate with and assist the OWNER in conducting such testing and in taking samples and packing them for shipment to a laboratory.

45. Quality of Materials and Workmanship

- A. Materials and workmanship shall be of best possible quality and feasibility for the intended purpose, whether or not a brand name is specified. Materials shall be new and unused.
- B. Representative preliminary samples of materials may be requested by the ENGINEER for examination or testing, or both. Materials, for which samples are submitted to ENGINEER, shall not be ordered by CONTRACTOR until ENGINEER furnishes written approval of said samples. Materials may be further inspected by the ENGINEER during preparation and construction of the work; and materials found to be substandard will be rejected.
- C. CONTRACTOR shall submit to ENGINEER samples of alternate materials that require laboratory testing. Such materials shall not be incorporated into the work until ENGINEER states, in writing, that materials meet requirements of the specifications.

46. Authority of Engineer

- A. The ENGINEER shall, in all cases, determine the amount or quantity, quality and acceptability of the work and materials for which payment is made under this contract. He shall decide on all questions in relation to said work and the performance thereof. He shall, in all cases, decide on questions which arise relative to the fulfillment of the contract, to the contract and to the obligations of the contract thereunder.
- B. To prevent disputes and litigations, the ENGINEER will be the referee in questions between the CONTRACTOR and the OWNER concerning the contract. ENGINEER'S determination, decision and/or estimate shall be final and conclusive upon the CONTRACTOR and shall also be a condition precedent to the right of the CONTRACTOR to receive monies under the contract.

47. Authority and Duties of Resident Project Representative

Resident Project Representatives (R.P.R.'s) employed by the OWNER or ENGINEER shall be authorized to observe all work done and materials furnished. Such observation may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. An R.P.R. may be stationed on the work to report to the ENGINEER as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the CONTRACTOR fail to fulfill the requirements of the specifications and contract. No inspection, or any failure to inspect, at any time or place, however, shall relieve the CONTRACTOR from his obligation to perform all the work strictly in accordance with the requirements of the specifications. The R.P.R. shall perform such other duties as are assigned to him. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of work, nor to issue instruction contrary to the drawings and specifications. The R.P.R. shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with the management of the work by the latter.

48. Inspection of Materials and Work

The CONTRACTOR shall furnish the ENGINEER with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the

specifications and contract. If the ENGINEER requests it, the CONTRACTOR, at any time before acceptance of the work, shall remove and/or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore said portions of the work to the standard required by the specifications without additional compensation. Should the work thus exposed or examined proved unacceptable, the removing, replacing and/or making good the parts removed shall be the CONTRACTOR'S expense.

49. Defective Materials and Work

All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and shall be removed immediately from the work unless otherwise permitted. No materials which have been rejected, the defects of which have been corrected or removed, shall be used until approval has been given. All work which has been rejected or condemned shall be remedied, or if necessary, removed and replaced in an acceptable manner by the CONTRACTOR at his own expense.

50. Failure to Remove and Renew Defective Materials and Work

Should the CONTRACTOR fail or refuse to remove and renew defective materials used or work performed previously or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of these specifications, within the time indicated in writing, the ENGINEER shall have the authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the CONTRACTOR'S expense. Expenses incurred by the OWNER in making these removals, renewals, or repairs, which the CONTRACTOR has failed or refused to make, shall be paid out of any monies due or which may become due the CONTRACTOR. Continued failure or refusal on the part of the CONTRACTOR to make any or necessary repairs, removals and renewals promptly fully and in an acceptable manner, shall be sufficient cause for the OWNER to declare the contract forfeited, in which case the OWNER, at his option, may purchase tools, materials and equipment and employ labor, as may be required to perform the work. All costs and expenses incurred thereby shall be charged against monies due to the Contractor. The performance of work by the OWNER and/or others as specified shall not relieve the CONTRACTOR in any way from his responsibilities under this contract.

51. Temporary Suspension of Work

The ENGINEER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable execution of the work, or for such time as is necessary due to the failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the contract. If it should become necessary to stop work for an indefinite period, the CONTRACTOR shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent destruction, damage or deterioration of the work performed, provide suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary. The CONTRACTOR shall not suspend the work without authorization. Neither the failure of the ENGINEER to notify the CONTRACTOR to suspend the work on account of bad weather or other unfavorable conditions, nor permission by the ENGINEER to continue work during bad weather or other unfavorable conditions, shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

52. Annulment of Contract

- A. Contract may be annulled if CONTRACTOR defaults in any or all of the following ways:
1. Failure to begin work at time specified.
 2. Failure to perform the work with sufficient number of workers.
 3. Failure to provide sufficient materials to insure prompt completion of the work, except where extension of time is granted.
 4. Failure to perform the work suitably.
 5. Failure to remove materials of rejected work.
 6. Failure to correct rejected work.
 7. Failure to execute the work in manner acceptable to ENGINEER.
 8. Becoming bankrupt or insolvent, or both.
 9. Allowing a final judgment against him unsatisfied for 48 hours.
 10. Making an assignment for the benefit of creditors.
 11. Failure to pay SUBCONTRACTORS for labor.
 12. Failure to pay for materials supplied.
 13. Persistently disregarding laws, rules, ordinances, regulations, and codes applicable to the work.
 14. Disregarding ENGINEER'S instructions.
 15. Failure to comply, within ten (10) days after CONTRACTOR'S receipt (by certified mail, with return receipt requested) of ENGINEER'S notice of default and ENGINEER'S orders to properly execute the work.
 16. Lapse of CONTRACTOR'S insurance.
 17. Failure to discharge persons per General Condition No. 37.
- B. ENGINEER may act to annul the contract, because of any or all of CONTRACTOR'S defaults, in the following manner:
1. Give written notice to CONTRACTOR and/or his surety of details of CONTRACTOR'S default.
 2. Issue certificate to OWNER describing CONTRACTOR'S default.
- C. OWNER, upon receipt of such certificate (preceding paragraph), has full power and authority to terminate CONTRACTOR'S employment and to take possession of the premises; materials, appliances and equipment of the work on the premises. Certificate shall further empower OWNER to enter into an agreement for completion of said contract according to the terms and provisions thereof, or to utilize other methods shall be deemed expedient for completion of the contract in accordance with the drawings and specifications.
- D. The OWNER shall have the right to take the following actions because of any or all of the defaults hereinbefore described:
1. Withhold without paying interest, such sums of money due CONTRACTOR until OWNER'S claims have been protected.
 2. Deduct monies due the CONTRACTOR equal to amount required to pay OWNER'S expenses for OWNER'S completing the work of the contract.
 3. Pay the defaulted CONTRACTOR an amount equal to the difference between actual cost of OWNER'S completing the contract and the sum which would have been paid CONTRACTOR had he not defaulted, if the cost to complete the work

is less than amount owed the defaulted CONTRACTOR.

4. Collect from the defaulted CONTRACTOR and/or surety an amount equal to the difference between actual cost of OWNER'S completing the contract and the sum which would have been paid the CONTRACTOR had he not defaulted, if the cost to complete the work is more than the amount owed the defaulted CONTRACTOR.

53. Measurement of Quantities

- A. All work completed under the contract shall be measured by the ENGINEER or the Resident Project Representative according to United States Standard Measures.
- B. In computing tonnage, certified freight weigh-bills or certified weight-slips will be utilized. Other quantities will be determined according to recognized engineering practices approved by the ENGINEER or as defined on the drawings.

54. Payment for Materials When Payment Is Not Made By CONTRACTOR

- A. When persons furnishing labor or material, or both submit notice of completion and conditional acceptance of work, 10 days after such completion and conditional acceptance, CONTRACTOR shall furnish the ENGINEER evidence that payment has been made for such labor and material. If such evidence is not produced, amounts of claims may be retained from monies due the CONTRACTOR until claims are satisfied or until notices are withdrawn.
- B. The OWNER or the ENGINEER may also, with the written consent of the CONTRACTOR, use monies retained or due the CONTRACTOR to pay labor and material costs for the work, provided claims have been filed in the office of the ENGINEER.

55. No Estoppel or Waiver of Legal Rights

The OWNER or the ENGINEER, shall not be precluded or estopped by any measurement, estimate or certificate, made or given by him, or by any agent or employee of the OWNER, under any provision or provisions of the contract, at any time, either before or after the completion and acceptance of the work and payment therefore pursuant to any measurement, estimate or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the CONTRACTOR or from showing at any time that any measurement, estimate, or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof do not conform in fact to specifications and contract, and the ENGINEER shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurement, estimate, certificate or payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given, and the OWNER shall not be precluded and estopped, notwithstanding any such measurement, estimate, certificate and payment in accordance therewith from demanding and recovering from the CONTRACTOR and his Surety such damages as it may be sustained by reason for his failure to comply with the terms of the specifications and contract. Neither the acceptance by the OWNER, or the ENGINEER, or any agent or employee of the OWNER nor any certificate by the OWNER for payment of money, nor any payment for, nor acceptance or use of the whole or any part of the work by the OWNER, or the ENGINEER nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any branch of the contract be held to be a waiver of any other of subsequent breach.

56. Claims for Extra Compensation

- A. Should the CONTRACTOR be of the opinion, at any time or times, that he is entitled to any additional compensation whatsoever (over and above the compensation stipulated in these Contract Documents or for quantities and/or amounts over and above the quantities and/or amounts allowed or approved by the ENGINEER) for damages, losses, costs and/or expenses alleged to have been sustained, suffered, or incurred by him in connection with the PROJECT herein contemplated, he shall, in each occurrence, within five (5) days after such alleged damages, losses, costs and/or expenses shall have been sustained, suffered or incurred, make a written claim therefore to the ENGINEER on or before the fifteenth day of the calendar month succeeding that in which damages, losses, costs and/or expenses shall have been sustained, suffered, or incurred the CONTRACTOR shall file with the ENGINEER a written, itemized statement and/or expenses. Unless such claims and statements shall been thus made and filed, in each such instance, the CONTRACTOR'S claim for such additional compensation shall be held and taken to be invalidated, and he shall not be entitled to any compensation on account of such alleged damages, losses, costs and/or expenses.
- B. The provisions of these General Conditions shall be held and taken to constitute a condition precedent to the right of the CONTRACTOR to recover; they shall also apply to all claims by the CONTRACTOR in any way relating to the complete PROJECT, and even though the claims and/or work involved may be regarded as "outside the contract".
- C. It is understood and agreed, however, that nothing in these General Conditions contained shall be held or taken to enlarge in any way the rights of the CONTRACTOR or the obligations of the OWNER under these Contract Documents.

57. Extra Work Relating To Contract

No order for extra work, nor the doing of any work, at any time or place shall in any manner or to any extent relieve the CONTRACTOR from any of their obligations under the Contract Documents; all extra work orders being given and all extra work being done, under and in accordance with the contract; and to be considered a part of the same and subject, to each and every one of the terms and requirements of the contract documents, and fully covered by the Warranty furnished by the CONTRACTOR.

58. Scope of Payments

The CONTRACTOR shall receive and accept the compensation, as provided in the Bid or Proposal, in full payment for furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the contract, also for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions, which may arise or be encountered during the execution of the work, until its final acceptance by the OWNER, and for all risks of every description connected with the execution of the work; also, for all expenses incurred by, or in consequence of the suspension or discontinuance of the execution of the work as herein specified, and for any actual or alleged infringement of patent, trademark or copyright and for completing the work and the whole thereof, in an acceptable manner according to the drawings and specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or in no degree prejudice or affect the obligation of the CONTRACTOR, at his own cost and expense, to renew, or replace any defects and imperfections in the construction of the work or in the strength of or quality of materials used in or about the

construction of the work under contract and its appurtenances, as well as all damage due or attributable to such defects, which defects, imperfections or damages shall be discovered on or before the final inspection and acceptance of the work, and of which defects, imperfections or damages the ENGINEER shall be the judge, and the said CONTRACTOR shall be liable to the OWNER for failure to do so.

59. Partial Payments

- A. The CONTRACTOR may make monthly estimates in the approved format, once each month, of the materials in place complete, and the amount of work performed in accordance with the Contract, during the preceding month or period, and the value thereof figured at the unit price of the Contract. In the case of lump sum items, the estimate will be on the basis of the schedule of values to be agreed upon, as hereinafter provided for. Partial payment requests shall be submitted in 5 copies to the ENGINEER on an approved form. CONTRACTOR shall attach a Schedule of values, showing percent completion, to each partial payment estimate. The ENGINEER shall respond within ten (10) days and state his approval or request revisions. The OWNER shall pay the CONTRACTOR the approved amount within thirty (30) days of presentation to him of an approved partial or final payment estimate. Payment estimates are considered "approved" when signed off on by the ENGINEER, the OWNER, and the CONTRACTOR.
- B. From the total of the amounts estimated will be deducted a retainage. The retainage shall not be less than an amount equal to 5 percent of an approved partial payment estimate until the work has been completed.
- C. A schedule of values of the various parts of the work to be done under lump sum items, shall be agreed upon by the CONTRACTOR and the ENGINEER. Prior to the first monthly payment requisition, the CONTRACTOR shall submit for approval, a proposed breakdown into construction categories of his lump sum bid price. This breakdown shall add up to the full 100 percent value of his lump sum price. The approved breakdown shall be used for the purpose of arriving at a basis for monthly estimates.
- D. One half the Mobilization will be paid to the CONTRACTOR at the time of first partial payment. The remainder will be proportioned according to work completed and paid as work progresses. Mobilization shall not exceed 5% of the base price bid.
- E. Each request for partial payment shall contain CONTRACTOR'S certification that he has paid all SUBCONTRACTORS and Materials men in the same proportion for all work and materials supplied by them at his own receipts.
- F. The CONTRACTOR will be compensated monthly only for the materials in-place complete and will not be compensated for materials stored. In the case of lump sum items, monthly compensation will be on the basis of the schedule of values to be agreed upon prior to beginning construction.

60. Payments May Be Withheld

Payments may at any time be withheld if the work is not proceeding in accordance with the contract, or if, in the judgment of the ENGINEER, the CONTRACTOR is not complying with the requirements of the Contract Documents.

61. Conditional Acceptance or Substantial Completion

Whenever, in the opinion of the ENGINEER, the CONTRACTOR shall have the work substantially complete and in an acceptable manner in accordance with the terms of the contract, the CONTRACTOR shall arrange for start-up of each facility individually as outlined in the technical specifications and an inspection of the entire work by the ENGINEER, and upon completion of all repairs or renewals which may appear at the time to be necessary, in the judgment of the ENGINEER, he shall certify to the OWNER in writing as to said acceptance. The aforesaid certificate shall be held and taken to evidence the conditional acceptance of the facility by the OWNER as of the date thereof. The OWNER shall continue to reserve and retain five (5) percentum of the whole value of the work as shown by the said certificate of conditional acceptance, over and above any and all other reservations and/or deductions which the OWNER is, by the terms of the Contract Documents or otherwise, entitled or required to make and retain, and shall hold the said five (5) percentum for a period of one (1) month from and after the date of such certificate of conditional acceptance. The OWNER shall be authorized to apply the whole or any part of said five (5) percentum so retained, to any and all costs of repairs and renewals of the work and appurtenances which may become necessary, in the judgment of the ENGINEER, during such period of one (1) month on account of any failure or defects in said work and appurtenances if due to improper work done or materials furnished by the CONTRACTOR, and if the CONTRACTOR shall fail to make or initiate such repairs or renewals within twenty-four (24) hours after receiving notice from the OWNER to do so. The time of PROJECT completion shall apply to CONTRACTOR obtaining "Conditional Acceptance" of all facilities involved in contract.

62. Unlimited Liability of Contractor

It is understood and agreed that any and all of the duties, liabilities and/or obligations imposed upon or assumed by the CONTRACTOR and the Surety, or either of them, by or under the Contract Documents, shall be taken and construed to be cumulative, and that the mention of any specific duty, liability or obligation imposed upon or assumed by the CONTRACTOR and/or Surety under the Contract Documents shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities and/or obligations imposed upon or assumed by the CONTRACTOR and/or Surety by or under the Contract Documents.

63. Cumulative Remedies

All remedies provided in the Contract Documents shall be taken and construed to be cumulative; that is, in addition to any and all other remedies provided therein and to any remedies in law or equity which the OWNER would have in any case.

64. Failure to Complete Work on Time

Permitting the CONTRACTOR to continue and finish the work or any part of it after the time established in the contract for its completion or after the date of which the time for completion may have been extended shall not operate as a waiver by the OWNER of any of its right under this contract, and shall not relieve the surety from its obligation.

65. Project Meetings

- A. The ENGINEER may keep minutes of project meetings and will distribute copies to all parties present at meeting or listed on a permanent list of concerned parties.

- B. Except as noted below for preconstruction meeting, progress meetings will be scheduled on a regular basis by the ENGINEER.
- C. The ENGINEER may call additional progress meetings at critical times in the PROJECT.
- D. The CONTRACTOR shall schedule the presence of active and critical suppliers, SUBCONTRACTORS, and management personnel at these meetings.
- E. Representatives of the CONTRACTOR'S suppliers and SUBCONTRACTORS shall be persons familiar with the details of the work. They shall be persons authorized to make commitments on matters of work progress, delivery dates, size of labor force, cost and other matters as necessary to expedite the work.
- F. To the maximum extent practical, meetings will be held at the job site or Town Hall.
- G. A preconstruction meeting will be scheduled within ten (10) days after the OWNER has issued the notice to proceed order.
- H. CONTRACTOR shall provide attendance by authorized representatives of the CONTRACTOR and all major SUBCONTRACTORS.

66. Guarantee/Warranty

- A. Prior to final payment, the CONTRACTOR will be required to furnish the OWNER with a one year Guarantee and Warranty covering all work performed as part of the Contract. The Warranty must be effective for the one year guarantee period beginning on the date of final acceptance by the OWNER.

67. Operator Training

The CONTRACTOR shall coordinate with his SUBCONTRACTORS, equipment suppliers and OWNER to provide training to the OWNER for all mechanical and electrical systems installed for the time period, if specified, and in all cases a minimum of two (2), two (2) hour training sessions for each piece of equipment. Refer to each specification section for specific requirements. At each training session the equipment supplier, the respective SUBCONTRACTOR and the General CONTRACTOR shall be present. The first training session shall be scheduled after a successful start-up, test running, and debugging of the equipment has been completed. Startup and training shall not be scheduled within the same day. The second of the two training sessions shall be scheduled at the request of the OWNER or Operators any time after the first session and before the end of the one year guarantee period. Manufacturer's maintenance and service manuals shall be available in triplicate for all training sessions.

68. Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard clean surfaces, and not on the ground, and shall be placed under cover when directed. Mechanical and electrical equipment as to prevent theft, moisture, heat or freezing damage and to prevent corrosion. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots, or other private property shall not be used for storage purposes without written permission of the OWNER or lessee.

69. Surveys and Construction Stake-Out

- A. Work done by the CONTRACTOR without his having first established proper line and grade, or work done by him to incorrect line and grade, may be ordered removed and replaced at no increase in contract price.
- B. The CONTRACTOR shall furnish the ENGINEER, at least five (5) days prior to the start of construction, two record copies of line and grade stake-out data. The furnishing of such record data, despite any action or lack thereof on the part of the ENGINEER relative to the data furnished, shall in no way release the CONTRACTOR from his responsibility for the completeness and accuracy of stake-out work necessary for construction.
- C. All survey and stake-out work shall be done by a qualified surveyor registered in the State of Maryland. The CONTRACTOR is responsible for establishing locations of property lines and easements and stake-out of all facilities required by this contract within the prices bid.
- D. All proposed work shall be field located by the CONTRACTOR prior to the start of construction. Notice shall be given to the ENGINEER to observe the location and make any adjustments deemed necessary.

70. Notification of Work Required

- A. Inspection will be conducted by the Resident Project Representative on a full time basis for certain items of work performed below grade and above grade.
- B. The CONTRACTOR is responsible to notify the ENGINEER at least 48 hours prior to performing certain phases of work so that the ENGINEER can make available the resident project representative.

These items of work include all work that is below grade or will be concealed, testing, start-up, etc. and other items of work identified in writing to the CONTRACTOR. CONTRACTOR shall not proceed with these phases of work until providing proper notice unless directed to proceed in writing by the ENGINEER.

- C. Failure of the CONTRACTOR to properly notify the ENGINEER before proceeding with work specified shall constitute grounds for non-acceptance of the work or uncovering buried work for inspection by the ENGINEER or RPR and subsequent testing, backfill and restoration. All such costs will be borne by the CONTRACTOR. Backfill and restoration shall be in accordance with the specifications and plans.
- D. The CONTRACTOR shall not be entitled to additional compensation or the extensions for delays caused by the ENGINEER or RPR as a result of improper notification by the CONTRACTOR.
- E. Notification shall be by phone call to the ENGINEER between 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. CONTRACTOR to confirm that ENGINEER receives notification within allotted time frame if notification is made via second party or fax.
- F. Failure of the ENGINEER to provide an RPR during the specified phases of work in no

way relieves the CONTRACTOR of his responsibilities to meet fully the specifications and requirements of this Contract.

71. Extra Work

The CONTRACTOR shall perform extra work, for which there is no quantity and price included in the contract, whenever to complete fully the work contemplated it is deemed necessary or desirable, by written authority of the ENGINEER, and such work shall be done in accordance with the specifications therefore or in the best workmanlike manner as directed. This extra work will be paid for at the unit price in the bid, or if no unit price is in the bid, at a lump sum to be agreed upon previously, in writing, by the CONTRACTOR and the ENGINEER, or, where the lump sum method of payment is impractical, the ENGINEER may order the CONTRACTOR to do such work on a "Force Account" basis.

72. Start-Up and Testing

Upon completion of construction and installation of all equipment and services, the CONTRACTOR shall test run all mechanical components to assure satisfactory operation of all phases. CONTRACTOR'S project manager and manufacturers' representatives of all equipment utilized in the work shall meet at the PROJECT to assure proper start-up. He shall provide necessary coordination with manufacturers to assure proper timing of services. The cost of start-up shall be included in the prices bid.

73. Guarantee

The CONTRACTOR hereby guarantees all of the work performed under this contract for a period of one year, unless otherwise noted, after final acceptance by the OWNER and the ENGINEER. The guarantee shall be as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless and/or unskilled workmanship, as evidenced by excessive pipe settlement, improperly compacted backfill, cracked sidewalks, curbs and pavements, failure of structures, and/or equipment, etc.
- B. That the entire equipment and each and every part thereof, shall operate with proper care and attention in a satisfactory manner, and in accordance with the requirements of these Contract Documents.
- C. That all structures shall be watertight and leak proof at every point and in every particular.
- D. The CONTRACTOR agrees to replace with proper workmanship and materials, and to correct or repair, without cost to the OWNER, any work which may be found to be improper or imperfect.
- E. The guarantee obligations assumed by the CONTRACTOR under these Contract Documents shall not be held or taken to be in any way impaired because of the specifications, indication or approval by or on behalf of the OWNER of any articles, materials, means, combinations or things used or to be used in the construction, performance and completion of the work, or any part thereof.
- F. No use or acceptance by the OWNER of the work or any part thereof, nor any failure to use the same, nor any repairs, adjustments, replacements or corrections made by the

OWNER due to the CONTRACTOR'S failure to comply with any of his obligations under the Contract Documents, shall impair in any way the guarantee obligations assumed by the CONTRACTOR under these Contract Documents.

74. Maintenance, Repairs, Etc., After Completion

The CONTRACTOR, entirely at his own cost and expense, shall maintain all portions of the work included in this contract to meet the requirements of these specifications for and during the period one (1) month from and after the date of the conditional acceptance of the entire work by the OWNER, and, in addition, shall at his entire cost and expense, make all repairs and replacements ordered by the ENGINEER, at any time or times, during said one (1) month period, on account of any failures or defects in said work, equipment, controls and appurtenances due to improper work done or materials furnished by the CONTRACTOR.

75. Extension of Time

- A. If the CONTRACTOR finds that it will be impossible for him to complete the work on or before the completion date fixed on the contract, he shall at the earliest possible date and at least ten (10) days prior to said date, submit a written request to the ENGINEER for an extension of time for completion of the contract. He shall set forth fully therein the reasons which he believes would justify the ENGINEER to grant his request, and shall set forth a revised detailed progress schedule which shall provide that the remaining work shall be completed on or before the extended completion date therein requested. If the ENGINEER finds that the work was delayed on account of unusual conditions beyond the control of the CONTRACTOR, or that the quantities of work done or to be done are sufficiently in excess of the estimated quantities to warrant additional time, he will, with or without notice to the surety, grant an extension of time for completion to such date as appears to him to be reasonable and proper. This date shall thereafter be as binding upon the CONTRACTOR and surety as if it appeared in the contract originally.
- B. If any delay is caused to the CONTRACTOR by specific orders of the ENGINEER to stop work or by the failure of the ENGINEER to provide necessary instruction for carrying on the work or the OWNER to provide necessary right-of-way, such delay will entitle the CONTRACTOR to an equivalent suspension of the liquidated damage. No increase in General Conditions or superintendents' costs will be allowed during the period.
- C. When the satisfactory execution and completion of the contract requires more work or materials in greater amounts than set forth in the contract, in a manner that impacts the critical path schedule, the CONTRACTOR shall be entitled to an extension of time. When the CONTRACTOR is thus delayed by conditions beyond his control, the contract time shall be extended equal to the number of calendar days he has been delayed. No increase in General Conditions or superintendent's costs will be allowed during the period.
- D. CONTRACTOR shall maintain a rain gage at the site and record precipitation for each 24-hour period.
- E. This provision specifies the procedure for determination of time extensions for weather-related delays. In order for the CONTRACTOR to be awarded at a time extension for weather-related delays the following conditions must be satisfied.
 - 1. The weather experienced at the PROJECT site during the contract period must be

found to be unusually severe, that is, more severe than the adverse weather anticipated for the PROJECT location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the PROJECT. The delay must be beyond the control and without the fault or negligence of the CONTRACTOR.
3. The following schedule of monthly anticipated adverse weather delays is based on the National Oceanic and Atmospheric Administration (NOAA) or similar data for the PROJECT location and will constitute the base line for monthly weather time elevations. The CONTRACTOR'S progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY DAYS

<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>
8	7	7	8	8	7	5	6	4	6	5	5

4. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the CONTRACTOR will record in a daily log the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay data must prevent work on critical activities for 50 percent or more of the CONTRACTOR'S scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather, even if adverse weather occurred in the previous month. If the number of actual adverse weather delay days exceeds the number of days anticipated, the ENGINEER will convert any qualifying delays to calendar days, deducting, if applicable, CONTRACTOR'S nonutilized fair weather days and issue a time extension by Change Order.

76. Contract Closeout

The items listed herein shall be compiled and prepared by the CONTRACTOR prior to completion of all work and delivered within one month of date of substantial completion to the OWNER for his future use. Final retainage payment to the CONTRACTOR will be withheld until all items listed herein are delivered to the OWNER. Submit all items specified herein to the ENGINEER or ARCHITECT for review prior to delivery to the OWNER. All items specified herein shall be submitted to the ENGINEER in accordance with Section 01300, "Submittals". Make any corrections, additions or deletions from the contents thereof as may be required.

A. Record Drawings

1. The CONTRACTOR shall keep on a set of reproducible sepia prints, a current record of all changes made during construction, including mechanical and electrical lines and apparatus. The record drawings shall show the location of all permanently concealed work not installed where indicated on the Contract Documents.
2. Accuracy of information shall be the sole responsibility of the CONTRACTOR. Drawings shall be prepared at the same scale as the Contract Documents. Sepias of the Contract Drawings may be obtained from the ENGINEER. Cost of reproduction and shipping shall be paid for by the CONTRACTOR.

B. Maintenance Manual (Per Section 01300)

C. Warranties

Submit all warranties for equipment & appurtenances.

D. Release of Liens

Affidavits of payments of all bills related to the PROJECT, release of liens, and consent of surety to final payment.

E. Asbestos Free Certification

The CONTRACTOR shall furnish notarized written certification to OWNER that all materials installed under this contract are entirely free of asbestos.

F. Clean-Up

1. The CONTRACTOR shall, at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates. Daily brush cleaning of roadway sections with on going construction activities shall be performed. The CONTRACTOR shall remove waste materials, debris and rubbish from site periodically and dispose of at legal disposal areas away from site. The CONTRACTOR shall also:

- a. Clean staining or reactive materials from affected surfaces immediately during course of work. Particular care shall be taken to remove plaster, mortar, and paint from metal surfaces immediately.
- b. Clean the work as it progresses to minimize the collection of dust and debris in inaccessible spaces, color change or staining of finishes, and hardening of curing-type dirt and stains.
- c. Clean on a daily basis all areas used for construction traffic. Where dropping from debris carts, concrete buggies affect traffic, assign full time labor to keep public traffic moving freely under clean, unobstructed conditions.

2. The CONTRACTOR shall provide dust control by:

- a. Cleaning interior spaces prior to start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- b. Scheduling operations so that dust and other contaminates resulting from cleaning process will not fall on wet or newly-coated surfaces.

3. The CONTRACTOR shall provide the following tasks for final cleanup:

- a. Perform General cleanup of building before final inspection.
- b. Glass, porcelain, tile and similar hard surfaces shall be cleaned of stickers, tags, protective paper, marks, stains, fingerprints.
- c. Floor surfaces shall be vacuum cleaned and all marks or stains removed.
- d. Clean lighting fixtures and both sides of windows.
- e. Clean the grounds of debris and paper.

- f. Remove debris from roof, inlet drains, and scuppers.
- g. Remove dirt splash from exterior walls at grade.
- h. Remove paint spots, drips, stains, marks and dirt from all surfaces including all equipment and ductwork.
- i. Refer to each Technical Section of the Specifications for additional requirements concerning clean-up pertaining to the work included thereunder.

END OF SECTION

DRAFT

SECTION 01002

SPECIAL CONDITIONS

1. EXISTING FACILITIES

The Contractor shall coordinate with the Town of Berlin and utilize the Town's water system for dust control. The nearest fire hydrant is noted on the Site Plan. Electric power is not available on site. Prior to bidding and during the work of the Contract, Contractor shall inspect the site and meet with the Town of Berlin and the Town Engineer to coordinate scheduling of the work as needed.

2. STORED MATERIALS

Storage of demolished materials including steel, other metals, rebar, and concrete is allowed on site in designated areas. Concrete materials can be crushed on site and stockpiled before hauling. The time limit on stockpiled materials is 6 months from the contractor's start date.

3. ENVIRONMENTAL TESTING

Environmental sampling and testing for lead and asbestos has been performed by the Town's environmental consultant. A copy of the report is attached to these specifications in the Appendix.

Certain materials tested meet the Environmental Protection Agency (EPA) & Occupational Safety and Health Administration (OSHA) definition of an Asbestos Containing Material (ACM) (>1% asbestos content). If disturbed during renovation or demolition practices, this material and all like materials must be handled, removed, and disposed of by a Maryland Department of Environment (MDE) licensed & approved abatement contractor.

Certain materials tested show that lead paint chip sampled yielded results higher than the Environmental Protection Agency (EPA) level of 0.50% Pb by dry weight (5,000 PPM) and should be considered an LBP (Lead Based Paint). The EPA & MDE defines lead-based paint as any paint, varnish, stain, or other applied coating that has at least 0.5% by dry weight (5000 micro-grams per gram by dry weight, or 5000 parts per million. If disturbed during renovation or demolition practices, this LBP material and all like material must be handled, removed, & disposed of by a licensed & approved lead abatement contractor.

4. GRANT FUNDING AND MBE/WBE POLICY

The project is funded through a grant by the Maryland Department of Housing and Community Development (DHCD). It is the policy of the Maryland Department of Housing and Community Development (DHCD) to ensure nondiscrimination in contracting opportunities for small businesses owned by minorities and/or women, as certified by the Maryland Department of Transportation (MDOT). The Maryland Department of Housing and Community Development has a long standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors.

Current MBE regulations direct 70 participating State agencies to make every effort to award an overall minimum goal of 29% of the total dollar value of their procurement contracts directly (prime contractors) or indirectly (subcontractors) to certified MBE firms.

5. TRAFFIC CONTROL

Street closures are not anticipated. Contractor shall maintain and protect access to Heron Park for vehicles and pedestrians. Temporary fencing, barricades and signage shall be installed for traffic control.

6. SPECIFICATIONS TO BE FOLLOWED

The project shall conform to the requirements of these specifications. For work not covered herein, refer to the Town of Berlin Construction Standards and Specifications for Water, Sewer and Streets, latest edition.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Contract includes all work designated in the Contract Documents including the Specifications and as shown on the Plans and generally consists of building demolition of designated areas, removal of debris on the interior and site clearing of designated areas. Work includes closing up of existing openings in buildings to remain and flashing/sealing the edges of roof lines exposed after demolition.
- B. The Contractor shall furnish all implements, machinery, tools, equipment, material and labor necessary to the performance of the work and shall furnish and do everything necessary to complete the demolition, removal and environmental removal/disposal in accord with these specifications.
- C. The work shall be done in full conformance with all codes, rules and regulations of the Town of Berlin, Worcester County, and the State of Maryland pertaining to this demolition project.

1.2 GENERAL CONSTRUCTION REQUIREMENTS

- A. Contractor shall meet with and fully cooperate and coordinate his activities with the Town of Berlin Public Works and other utility providers and obtain permits from all regulatory agencies, unless provided in these documents and addenda.
- B. Set up traffic controls prior to work to avoid conflicts with authorized vehicles and pedestrians that have access to the north end of the property, Heron Park.
- C. Contractor is solely responsible for detailed sequence of construction subject to OWNER'S approval.
- D. All federal, state and local regulations will be followed for safety, including, but not limited to, dust control and noise level restrictions.
- E. Working hours shall be limited to 7 a.m. to 5 p.m., Monday through Friday, unless extended by the OWNER.
- F. The PROJECT design was completed with the best available information. The location of existing pipes, valves, drains, sewer and other utilities which are not all known at this time and shall be determined by the Contractor if required.
- G. Storage of demolished materials including steel, other metals, rebar, and concrete is allowed on site in designated areas. Concrete materials can be crushed on site and stockpiled before hauling. The time limit on stockpiled materials is 6 months from the contractor's start date.
- H. Road closures are not anticipated for this project. Allowances shall be made to allow

vehicles and pedestrians safe access around the site and into the adjacent parking lots.

END OF SECTION

DRAFT

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION

Work Included:

- A. Schedule of Values
- B. Construction Schedule
- C. Records of Testing
- D. Release of Liens

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF VALUES

- A. A schedule of values of the various parts of the work to be done under lump sum items shall be agreed upon by the Contractor and the ENGINEER. One week prior to the preconstruction conference, the Contractor shall submit for approval a proposed breakdown into construction categories of his lump sum price bid. This breakdown shall add up to the full 100% value of the lump sum price. The approved breakdown shall be used for the purpose of arriving at a basis for monthly estimates for appropriate lump sum bid items.

3.2 CONSTRUCTION SCHEDULE

- A. The construction schedule and chart shall be submitted to the ENGINEER for approval one week prior to the preconstruction conference. The general schedule will be discussed at the preconstruction meeting and copies made available to all interested parties. No construction shall be permitted until the construction schedule is approved.
- B. The Contractor shall develop a critical path construction schedule and chart that shows at a minimum a bar graph indicating the series of activities either separately or concurrently required to complete the PROJECT within the allotted time. The chart shall also indicate expected cash flows on a monthly basis. Room shall be provided on the chart whereby the Contractor can plot actual progress of the work against that initially proposed.
- C. The Contractor shall update the schedule on a monthly basis and submit the revised schedule to the ENGINEER along with the monthly pay request.
- D. The Contractor shall furnish the ENGINEER at least five (5) days prior to the start of construction a final list of subcontractors which will be used on the PROJECT in

accordance with Section 00800 of these specifications.

3.3 RECORDS OF TESTING

- A. The Contractor shall maintain records of all environmental testing performed during the life of the PROJECT.
- B. Records shall indicate the line, date of testing, persons involved in the testing and the results.
- C. At the end of the PROJECT, or more frequently if requested, all testing records shall be turned over to the ENGINEER.

3.4 RELEASE OF LIENS

Affidavits of payments of all bills related to the PROJECT, and release of liens. The Contractor shall provide a Release of Liens from all subcontractors and material suppliers.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

A. TEMPORARY FACILITIES

1. The Contractor shall furnish and maintain, during construction of the PROJECT, adequate facilities at the site for his own use. Upon completion of the PROJECT, or as directed by the ENGINEER, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property and leave the premises in the condition required by the Contract.
2. The Contractor and his subcontractors may maintain temporary facilities on the site in addition to those specified as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference to any Contract work.
3. The contractor is ultimately responsible for ensuring that his forces do not interrupt operation of the water treatment plant; therefore, the contractor shall provide any and all temporary facilities, equipment, etc. that may be required by the OWNER to maintain all aspects of treatment plant operation within the price bid.

B. TEMPORARY SANITARY FACILITIES

1. Construct or provide portable toilet facilities to provide natural light and ventilation, or artificial light and mechanical ventilation at both the on-site and off-site locations.
2. Provide adequate temporary outside toilet facilities for use of persons working at site.
3. Maintain toilets clean and in sanitary condition. Provide toilet tissue in suitable holder.
4. Remove temporary toilets when suitable facilities are available within the building or when construction is complete.

C. TEMPORARY WATER SERVICE

1. Temporary water service is available to the contractor from the nearest fire hydrant.
2. Contractor shall make all necessary provisions for connection and coordinate with the Town of Berlin.
3. Take positive measures to preclude cross-connections and backflow.

D. TEMPORARY ELECTRICAL SERVICE

1. Electric service is not available on site.

E. EXISTING UTILITIES

1. Prior to the closeout of the PROJECT, the Contractor shall remove all temporary connections and return all sources to their original conditions prior to commencement of the work.

F. TEMPORARY FENCING

1. Prior to the commencement of the work, the contractor shall install temporary fencing as

shown on the plans. Temporary fencing shall be 6ft x 10ft chain-link fence panels with weighted bases for stability. Provide other signs and barricades as necessary to the protect the public from all demolition operations.

G. TEMPORARY APPROACHES

1. The Contractor shall provide all necessary temporary approaches and exits as required to properly execute the work, and as indicated on the Drawings.
2. The Contractor shall keep streets, drives, walks, and corridors, adjacent to and on the site, clean of all dirt, debris and litter caused by construction operations for this PROJECT. A clean-up shall be accomplished at end of days' work.

H. CLEAN-UP

1. The Contractor shall keep streets, drives, walks, and corridors, adjacent to and on the site, clean of all dirt, debris and litter caused by construction operations for this PROJECT. A clean-up operation shall be accomplished at end of each day's work.

The Contractor shall, at his own expense, keep the sites of his operations clean during construction and remove all rubbish as it accumulates. Daily brush cleaning of roadway sections with on-going construction activities shall be performed. The Contractor shall remove waste materials, debris, and rubbish from site periodically and dispose of at legal disposal areas away from the site. The Contractor shall provide dust control on the PROJECT site as needed. The Contractor shall also:

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01700

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 GENERAL

- A. The items listed herein shall be compiled and prepared by the Contractor prior to completion of all work and delivered within one month of date of substantial completion to the OWNER for his future use.
- B. Final payment to the Contractor will be withheld until all items listed herein are delivered to the OWNER.
- C. Submit all items specified herein to the ENGINEER for review prior to delivery to the OWNER. All items specified herein shall be submitted to the ENGINEER in accordance with Section 01300, Submittals. Make any corrections, additions or deletions from the contents thereof as may be required by the ENGINEER.

1.2 RECORD DRAWINGS

- A. The Contractor shall keep a current record of all changes made during construction, including mechanical and electrical lines and apparatus. The record drawings shall show the location of all permanently concealed work not installed where indicated on the Contract Documents. Redline record drawings shall be kept up to date daily and submitted to the ENGINEER upon request.
- B. Accuracy of information shall be the sole responsibility of the Contractor. Drawings shall be prepared at the same scale as the Contract Documents. Copies of the Contract Drawings may be obtained from the ENGINEER. Cost of reproduction and shipping shall be paid for by the Contractor.

1.3 OPERATION AND MAINTENANCE

See Section 01300 "Submittals" for requirements.

1.4 WARRANTY

The Contractor shall provide all guarantees required for equipment and the total project as hereinbefore specified.

1.5 RELEASE OF LIENS

Affidavits of payments of all bills related to the PROJECT, release of liens, and consent of final payment.

1.6 SPARE PARTS

Supply extra material supplies and spare parts as called for throughout specifications.

1.7 FINAL CLEAN-UP

- A. Perform general cleanup before final inspection.
- B. Remove rubbish.
- C. Remove stains, marks, and dirt from all paved surfaces.
- D. Thoroughly clean debris from the sewer system.
- E. Provide brush cleaning of roadways.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION

SECTION 024116 - STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolishing designated structures.
2. **Demolishing** piping.
3. **Demolishing** mechanical and electrical equipment.
4. Removing miscellaneous debris.
5. Protecting items designated to remain.
6. Removing demolished materials.

B. Related Requirements:

1. Section 311000 - Site Clearing: Clearing outside periphery of structures.

1.2 UNIT PRICES

A. Demolished Materials:

1. Basis of Measurement: Lump sum.
2. Basis of Payment: Includes demolition, crushing, loading and removal from Site.

1.3 PREINSTALLATION MEETINGS

A. Section 013000 - Administrative Requirements: Requirements for preinstallation meeting.

B. Convene minimum **one** week prior to commencing Work of this Section.

1.4 SEQUENCING

A. Sequencing of building demolition.

1.5 SCHEDULING

A. Describe demolition removal procedures and schedule.

B. Perform Work between the hours of 7am and 5pm only.

1.6 SUBMITTALS

A. Submit sequencing of the building demolition by Area.

- B. Shop Drawings: Indicate:
 - 1. Location and construction of **barricades, fences and temporary Work.**
- C. Qualifications Statements:
 - 1. Submit qualifications for demolition firm.

1.7 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of capped utilities and subsurface obstructions as necessary.

1.8 QUALITY ASSURANCE

- A. Perform Work according to Town of Berlin standards.
- B. Conform to **applicable** codes for demolition of structures, safety of adjacent structures, dust control, **runoff control, noise and disposal.**
- C. Conform to **applicable** codes for procedures when hazardous or contaminated materials are discovered.
- D. Permits: Obtain required permits from authorities having jurisdiction.

1.9 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing Work of this Section **with minimum 10 years' documented experience.**

1.10 EXISTING CONDITIONS

- A. Buildings indicated to be demolished will be vacated before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
- C. Notify Architect/Engineer upon discovery of hazardous materials.
- D. Hazardous Materials: Known hazardous materials will be removed before start of Work.
- E. Do not sell demolished materials on-Site.

PART 2 - PRODUCTS

2.1 Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.
 - 1. Identify measures required to protect buildings from damage.
 - 2. Identify remedial Work including patching, repairing, bracing, and other Work required to leave buildings indicated to remain in structurally sound, weathertight, and watertight condition.
- D. Verify hazardous material abatement is complete before beginning demolition.
- E. Existing Building Documentation
 - 1. Document condition of adjacent **structures and buildings** indicated to remain.

3.2 PREPARATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation preparation.
- B. Call Miss Utility not less than seven working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Notify affected utility companies before starting Work and comply with utility's requirements.
- D. Do not close or obstruct **roadways, sidewalks or hydrants**.
- E. Erect and maintain temporary barriers and security devices **at locations indicated**, including fences, warning signs and lights, and similar measures, for protection of the **public, Owner and** existing improvements indicated to remain.
- F. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.

3.3 DEMOLITION

A. General:

1. Use of explosives is **not** permitted.
2. Conduct demolition to minimize interference with adjacent **structures**.
3. Cease operations immediately when adjacent structures appear to be in danger. Notify **Architect/Engineer**. Do not resume operations until directed.
4. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain **protected** continuous egress and access **of the site**.
5. Demolition equipment shall not traverse, infringe upon, or limit access to adjacent property.
6. Sprinkling:
 - a. Sprinkle Work with water to minimize dust.
 - b. Provide hoses and water connections required for this purpose.

B. Capped Utilities:

1. Disconnect and cap designated utilities.
2. Identify utilities at termination of demolition.
3. Record termination or capped location on Record Documents.

C. Continuously clean up and remove demolished materials from Site. Do not allow materials to accumulate **in building or** on-Site.

D. Crushing and storing of concrete materials is allowed on site in designated areas.

E. Do not burn or bury materials on-Site; leave Site in clean condition.

END OF SECTION 024116

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing surface debris.
2. Removing designated miscellaneous concrete structures.
3. Removing designated trees, shrubs, and other plant life.
4. Removing abandoned utilities.

B. Related Sections:

1. Section 024116 - Structure Demolition: Removing buildings.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Site Clearing:

1. Basis of Measurement: Lump sum.
2. Basis of Payment: Includes clearing site, loading and removing waste materials from site.

1.3 SUBMITTALS

A. No submittals.

1.4 QUALITY ASSURANCE

- A. Conform to local codes for **environmental requirements and disposal of debris**.
- B. Perform Work in accordance with **State** of Maryland and the Town of Berlin standards.

PART 2 - PRODUCTS

- 2.1 Not used.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Identify **waste area** for placing removed materials.

3.2 PREPARATION

- A. Call Miss Utility and the Town of Berlin not less than **three** working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

3.3 PROTECTION

- A. **Locate, identify, and** protect from damage utilities indicated to remain.
- B. Protect bench marks, **survey control points and existing structures to remain** from damage or displacement.

3.4 CLEARING

- A. Clear areas required for access to site and execution of Work.
- B. Remove trees and shrubs in areas indicated.
- C. Clear undergrowth and deadwood.

3.5 REMOVAL

- A. Remove surface debris, concrete, rock, and extracted plant life from site.
- B. Remove abandoned surface utilities.

- C. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- D. Do not burn or bury materials on site. Leave site in clean condition.

END OF SECTION 311000

DRAFT

APPENDIX

- A. Environmental Testing Report: [Removed to reduce length of packet. Document available upon request.]
- B. MBE/WBE Policy

2021 MBE/WBE Policy

It is the policy of the Maryland Department of Housing and Community Development (DHCD) to ensure nondiscrimination in contracting opportunities for small businesses owned by minorities and/or women, as certified by the Maryland Department of Transportation (MDOT). The Maryland Department of Housing and Community Development has a long standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors.

Generally speaking, an MBE is defined as any legal entity, other than a joint venture, organized to engage in commercial transactions which is at least 51 percent owned and controlled by one or more minority persons, and WBE means a business which is at least fifty-one percent (51%) owned by one (1) or more women, and must undergo certification through the MDOT program to qualify. The Maryland Department of Transportation is Maryland's official certification agency for the Minority Business Enterprise (MBE) Program. Click [here](#) for information regarding the designation process.

In 1978, Maryland's General Assembly enacted legislation creating the Minority Business Enterprise (MBE) Program to ensure that socially- and economically-disadvantaged small business owners are included in the State's procurement and contracting opportunities. DHCD recognizes MBEs and WBEs are of vital importance to job growth and economic strength of Maryland, yet they have faced historic exclusion and underutilization in contracting opportunities. To address this historic inequity, DHCD and its contracting partners will take all necessary affirmative steps to uphold DHCD's overall mission of community development and economic revitalization while providing substantive contracting opportunities for MDOT-certified minority-owned businesses and women-owned businesses.

Current MBE regulations direct 70 participating State agencies to make every effort to award an overall minimum goal of 29% of the total dollar value of their procurement contracts directly (prime contractors) or indirectly (subcontractors) to certified MBE firms. For projects where the MBE policy applies, **recipients must establish a Minority Business Enterprise/Women and Women Business Enterprise Plan that outlines how the recipient will make a good faith effort to ensure that a certain percentage of the capital project is awarded to a qualified MBE/WBE if applicable to the project.**

Applicability

Awarded projects that meet the following criteria must participate in the MBE/WBE Plan process in partnership with the DHCD Office of Fair Practice:

- 1) Awarded capital SRP funds are more than \$250,000; and
- 2) Is not for acquisition use; and
- 3) Development includes one large site, a cluster of buildings and/or scattered sites; and
- 4) One general contractor/developer is engaged in the project.

Goal can be applied to the entire project, not just phase or part of the project where SRP funds are awarded.

Projects awarded \$250,000 or less are strongly encouraged to prepare MBE/WBE plans, although not mandatory.

Process - awardee

When participation occurs, the awardee will engage in the following procedures:

- 1) Complete and sign the MBE/WBE Plan (Attachment A), in partnership with the developer/general contractor, to be on file at NR and at the DHCD Office of Fair Practice.
- 2) Complete the MBE/WBE quarterly report (Attachment B) on a quarterly basis. The form will detail progress on a cumulative basis. The attachment will be uploaded to the "uploads" section of the quarterly report form in Project Portal (Intelligrants).
 - a) Quarterly reporting continues until Project Completion, regardless if the awardee made the goal.
- 3) Work with the DHCD Office of Fair Practice in making a good faith effort to engage minority- and women-owned businesses.
- 4) Final report must summarize total MBE/WBE achievements. Cumulative report (Attachment B) should be uploaded with the final report.

Process - project management

- 1) NR project manager will download Attachment B submitted each quarter and forward to Olivia, who will then compile/package and send to the Office of Fair Practice contact to the Office of Fair Practice email (officeoffairpractices.dhcd@maryland.gov) and copying Jackie Hagler.
- 2) Funds should not be disbursed until Attachment A has been completed, executed and filed with the Office of Fair Practice.

SECTION 01002

SPECIAL CONDITIONS

1. EXISTING FACILITIES

The Contractor shall coordinate with the Town of Berlin and utilize the Town's water system for dust control. The nearest fire hydrant is noted on the Site Plan. Electric power is not available on site. Prior to bidding and during the work of the Contract, Contractor shall inspect the site and meet with the Town of Berlin and the Town Engineer to coordinate scheduling of the work as needed.

2. STORED MATERIALS

Storage of demolished materials including steel, other metals, rebar, and concrete is allowed on site in designated areas. Concrete materials can be crushed on site and stockpiled before hauling. The time limit on stockpiled materials is 6 months from the contractor's start date.

3. ENVIRONMENTAL TESTING

Environmental sampling and testing for lead and asbestos has been performed by the Town's environmental consultant. A copy of the report is attached to these specifications in the Appendix.

Certain materials tested meet the Environmental Protection Agency (EPA) & Occupational Safety and Health Administration (OSHA) definition of an Asbestos Containing Material (ACM) (>1% asbestos content). If disturbed during renovation or demolition practices, this material and all like materials must be handled, removed, and disposed of by a Maryland Department of Environment (MDE) licensed & approved abatement contractor.

Certain materials tested show that lead paint chip sampled yielded results higher than the Environmental Protection Agency (EPA) level of 0.50% Pb by dry weight (5,000 PPM) and should be considered an LBP (Lead Based Paint). The EPA & MDE defines lead-based paint as any paint, varnish, stain, or other applied coating that has at least 0.5% by dry weight (5000 micro-grams per gram by dry weight, or 5000 parts per million. If disturbed during renovation or demolition practices, this LBP material and all like material must be handled, removed, & disposed of by a licensed & approved lead abatement contractor.

4. GRANT FUNDING AND MBE/WBE POLICY

The project is funded through a grant by the Maryland Department of Housing and Community Development (DHCD). It is the policy of the Maryland Department of Housing and Community Development (DHCD) to ensure nondiscrimination in contracting opportunities for small businesses owned by minorities and/or women, as certified by the Maryland Department of Transportation (MDOT). The Maryland Department of Housing and Community Development has a long standing practice of encouraging Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors.

Current MBE regulations direct 70 participating State agencies to make every effort to award an overall minimum goal of 29% of the total dollar value of their procurement contracts directly (prime contractors) or indirectly (subcontractors) to certified MBE firms.

5. TRAFFIC CONTROL

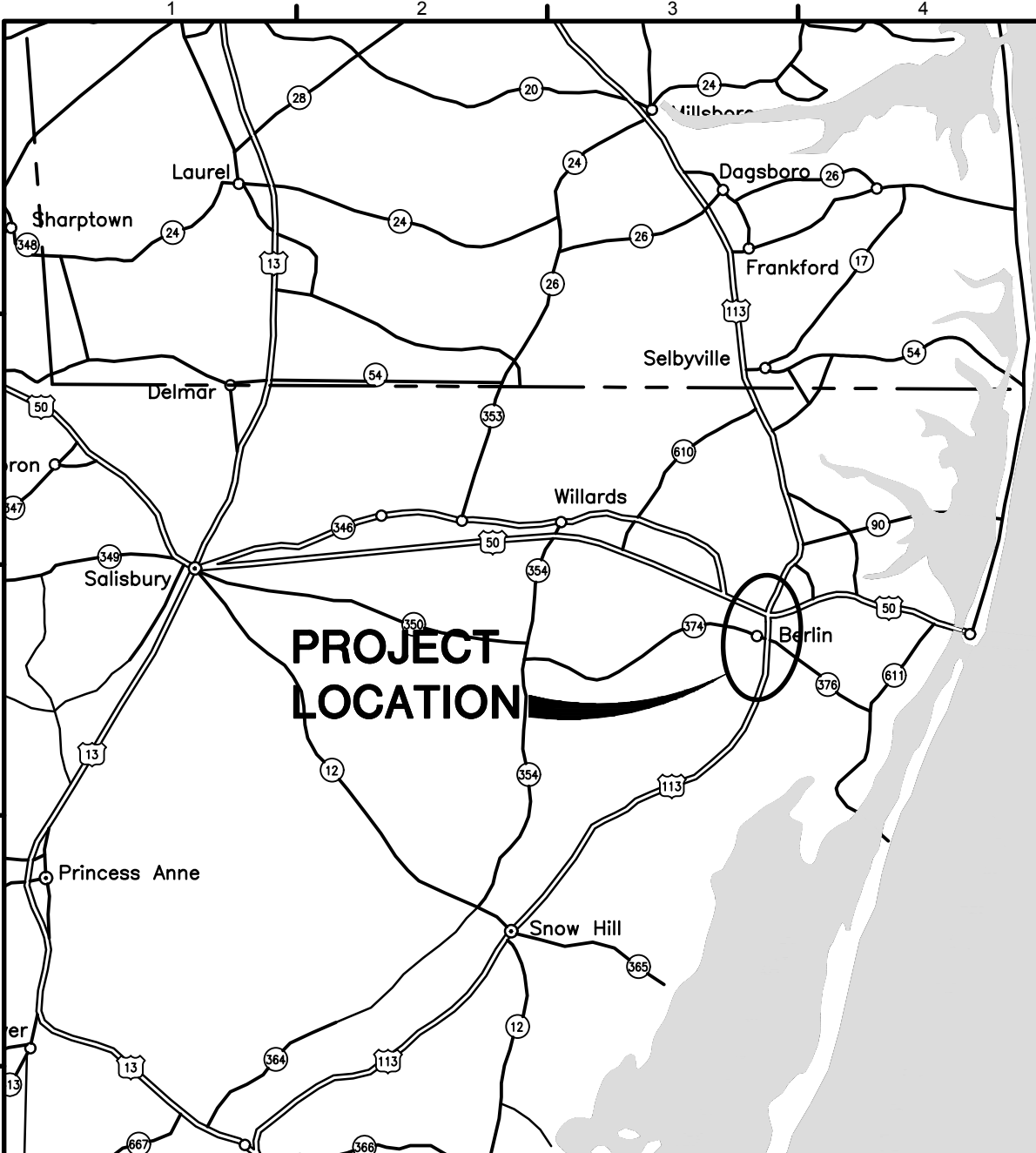
Street closures are not anticipated. Contractor shall maintain and protect access to Heron Park for vehicles and pedestrians. Temporary fencing, barricades and signage shall be installed for traffic control and protection of the public.

6. SPECIFICATIONS TO BE FOLLOWED

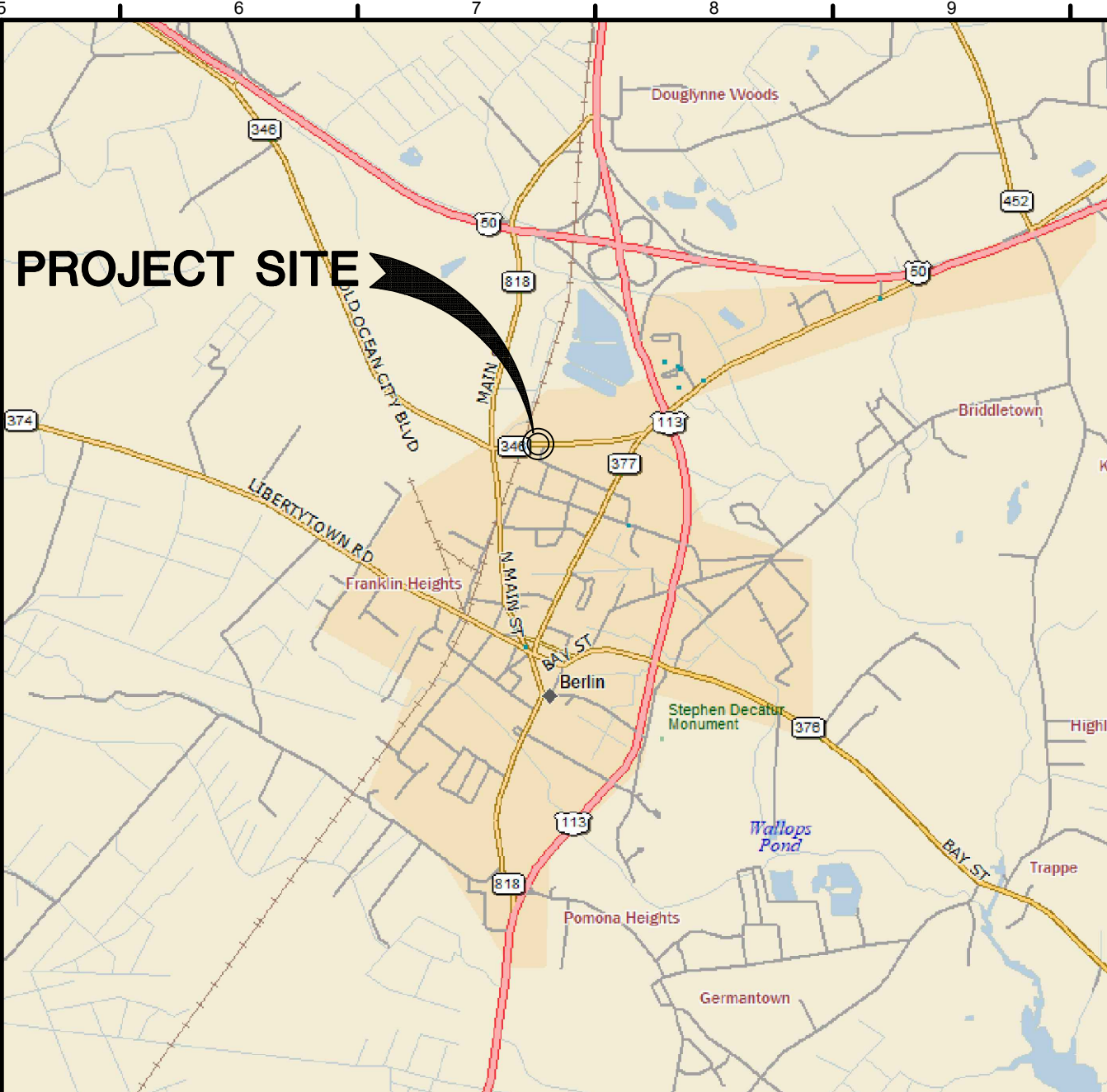
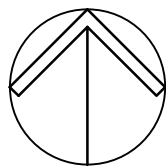
The project shall conform to the requirements of these specifications. For work not covered herein, refer to the Town of Berlin Construction Standards and Specifications for Water, Sewer and Streets, latest edition.

END OF SECTION

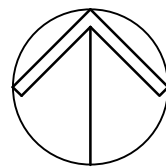
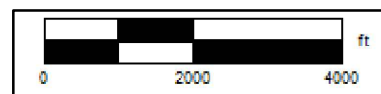
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VICINITY MAP
NTS



LOCATION MAP
NTS



HERON PARK BUILDING DEMOLITION TOWN OF BERLIN BERLIN MARYLAND

0050A116.A01

NOVEMBER, 2023

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE PROJECT SPECIFICATIONS AND THESE PLANS, UNLESS OTHERWISE NOTED.
2. TOPOGRAPHIC SURVEY PERFORMED BY DBF INC. ON MARYLAND STATE PLANE COORDINATE/NA83. VERTICE DATUM IS NAVD88.
3. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR REQUIRED TO ACCESS WORK AREAS AND STAGE ALL EQUIPMENT.
4. ALL EXISTING GRASSED AREAS TO REMAIN WHICH ARE DISTURBED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL GRADE AND TOPSOILED, SEEDED AND MULCHED, AS APPROVED BY THE ENGINEER.
5. UNLESS OTHERWISE NOTED, ANY EXCAVATED MATERIAL NOT APPROVED FOR USE AS BACKFILL OR LEFT AFTER WORK IS COMPLETE SHALL BE DISPOSED OF OFFSITE BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE WITHIN WORK AREAS AND SHALL MANAGE ALL RUNOFF AND GROUND WATER IN ACCORDANCE WITH THE REQUIREMENTS OF THE WORCESTER SOIL CONSERVATION DISTRICT OR OTHER APPROVAL AGENCIES. PROVIDE PUMPS AS NEEDED TO REMOVE WATER FROM LOW AREAS WITHIN THE SCOPE OF WORK.
7. LOCATION OF UTILITIES, RIGHT-OF-WAYS AND PROPERTY LINES SHOWN ON THE PLANS HAVE BEEN PROVIDED FROM THE BEST AVAILABLE INFORMATION, AND ARE NOT GUARANTEED TO BE CORRECT OR COMPLETE. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH TO HIS SATISFACTION PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY IN CASE OF CONFLICT, ESPECIALLY IF RELOCATION OF UTILITY IS REQUIRED. ANY DAMAGE TO UTILITIES DURING CONSTRUCTION SHALL BE REPAIRED TO THE UTILITY OWNER'S SATISFACTION BY THE CONTRACTOR AT HIS OWN EXPENSE. TEST PIT AS REQUIRED WELL AHEAD OF THE WORK. CONTRACTOR SHALL CONTACT THE TOWN OF BERLIN AND "MISS UTILITY OF DELMARVA" (1-800-282-8555) AT LEAST 72 HOURS PRIOR TO BEGINNING WORK FOR DETERMINING PLACEMENT OF BURIED UTILITIES PRIOR TO BEGINNING EXCAVATION.
8. ALL PAVING, DRIVEWAYS, CURBS, GUTTERS, SIDEWALKS, STORMDRAINS, STRUCTURES, CASTINGS, ETC., NOT DESIGNATED FOR DEMOLITION, DAMAGED BY THE CONTRACTOR, SHALL BE REMOVED AND REPLACED IN-KIND AT THE CONTRACTOR'S EXPENSE.
9. WHENEVER EXCAVATION DISRUPTS GUY WIRES OR ENDANGERS ANY EXISTING POLE, THE POLE SHALL BE SUPPORTED IN ACCORDANCE WITH UTILITY OWNER.
10. DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR IS RESPONSIBLE FOR SAFETY. ALL CONSTRUCTION MUST BE PERFORMED IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED AND ALL RULES AND REGULATIONS THERE TO APPURTENANT.
11. CONTACTS PRIOR TO CONSTRUCTION:
 - MISS UTILITY PHONE # 1-800-282-8555
 - TOWN OF BERLIN PHONE # 410-641-2770
 - WORCESTER SOIL CONSERVATION DISTRICT PHONE # 410-632-5439
 - DAVIS, BOWEN & FRIEDEL, INC PHONE # 410-543-9091

DRAWING INDEX

NUMBER SHEET TITLE

G-001	TITLE SHEET
C-101	SITE PLAN
S-101	FLOOR PLAN
S-102	DETAILS

APPROVED BY TOWN OF BERLIN:

SIGNATURE: _____

DATE: _____

PROFESSIONAL CERTIFICATION. I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 18124, EXPIRES 01/17/25.

SIGNATURE _____

DATE _____

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer in the laws of the State of Maryland. License No. 18124. Expiration Date: 01/17/25.

DAVIS BOWEN & FRIEDEL, INC.
ARCHITECTS • ENGINEERS • SURVEYORS
BALTIMORE, MARYLAND 410.770.7474
SALESBURG, PENNSYLVANIA 410.543.9091

HERON PARK BUILDING DEMOLITION
TOWN OF BERLIN
BERLIN, MARYLAND

COMMENTS

COMMENTS

DATE

NO.

Date: SEPTEMBER 2023

Scale: AS NOTED

Dwn.By: LWS

Proj.No.: 0050A116.A01

Set No.:

TITLE SHEET

Dwg.No.:

G-001



$1/16'' = 1'-0''$



MOTION OF THE MAYOR AND COUNCIL 2023-56

A motion of the Mayor and Council of the Town of Berlin to award RFP 2023-09 BROAD STREET PUMP STATION REPLACEMENT TO HOPKINS CONSTRUCTION in the amount of \$978,030.00.

APPROVED THIS ____ DAY OF _____, 20____ BY THE COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Dean Burrell, Sr., Vice-President of the Council

APPROVED THIS ____ DAY OF _____, 20____ BY THE MAYOR OF THE TOWN OF BERLIN.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

November 2, 2023

Town of Berlin
10 Williams St.
Berlin, MD 21811

*Ring W. Lardner, P.E.
W. Zachary Crouch, P.E.
Michael E. Wheedleton, AIA, LEED GA
Jason P. Loar, P.E.
Jamie L. Sechler, P.E.*

ATTN: Ms. Mary Bohlen
Town Administrator

RE: Recommendation of Award – RFP 2023-09
Broad Street Pumpstation Replacement
Berlin, Maryland
DBF# 0050A112

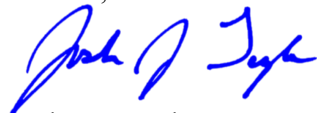
Ms. Bohlen:

On November 1, 2023, the Town received four sealed bids in response to RFP #2023-09. This correspondence is to inform you that the low bidder for the referenced project is Hopkins Construction, Inc. Enclosed, please find one copy of each bidders' bid package, as well as a copy of the Bid Tabulation for the referenced project. Davis, Bowen & Friedel, Inc., (DBF) has reviewed the low bidder's bid package and find all documentation to be properly submitted.

Based on Hopkins Construction's previous work experience with other municipal sewer pump stations of similar size and scope, DBF trusts that the Contractor has the resources and experience necessary to complete the project. Based on these findings, DBF recommends award of the Broad Street Pumpstation Replacement project to Hopkins Construction, Inc, contingent upon the availability of funds. Should the Town choose to accept DBF's recommendation, the award amount for the completion of the referenced project would be Nine Hundred Seventy-Eight Thousand, Thirty Dollars, and 00/100 (\$978,030.00). The final project cost will depend on the actual installed work.

If the Mayor and Council concur, please provide notification to DBF and we will continue the award process. Should you have any questions, comments, or concerns, please contact me at 410-543-9091.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.



Joshua J. Taylor, P.E.
Associate

L:\0050A Berlin\0050A112 - Broad Street PS\Admin\Bidding\Bids\2023.11.02.Bohlen-Award Recommendation.docx

Enclosures

cc: Jamey Latchum, Town of Berlin
Joann Hopkins, Hopkins Construction, Inc.

TOWN OF BERLIN
BROAD STREET PUMPSTATION REPLACEMENT
DBF # 0050A112
November 1, 2023

BID TABULATION

					Hopkins Construction Inc.		T.K. Construction Inc.*		M2 Construction		Chesapeake Turf Inc.	
Item No. & Description		Size/ Depth	Unit	Est. Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	--	\$ 25,000.00	--	\$ 30,113.27	--	\$ 35,000.00	--	\$ 33,000.00
2	Furnish and Install Sediment and Erosion Control Measures.	--	LS	--	--	\$ 5,000.00	--	\$ 11,171.65	--	\$ 7,000.00	--	\$ 52,600.00
3	Traffic Control	--	LS	--	--	\$ 7,500.00	--	\$ 19,790.40	--	\$ 30,000.00	--	\$ 74,100.00
4	Bypass Pumping	--	LS	--	--	\$ 45,000.00	--	\$ 53,606.88	--	\$ 135,000.00	--	\$ 126,800.00
5	Demolish and Abandon Existing Pump Station and Building (Including asbestos abatement)	--	LS	--	--	\$ 64,000.00	--	\$ 36,968.80	--	\$ 35,000.00	--	\$ 67,700.00
6	Install Proposed Packaged Pump Station and Station Piping	--	LS	--	--	\$ 500,000.00	--	\$ 490,405.91	--	\$ 615,000.00	--	\$ 470,750.00
7	Remove and Dispose of Existing Manhole	--	EA	2	\$ 11,500.00	\$ 23,000.00	\$ 8,776.80	\$ 17,553.60	\$ 3,000.00	\$ 6,000.00	\$ 6,700.00	\$ 13,400.00
8	Remove Existing Sanitary Sewer Gravity Main and Forcemain	--	LF	370	\$ 100.00	\$ 37,000.00	\$ 77.00	\$ 28,490.00	\$ 30.00	\$ 11,100.00	\$ 90.00	\$ 33,300.00
9a.	Furnish and Install Sewer Manhole	4" DIA.	EA	1	\$ 18,460.00	\$ 18,460.00	\$ 9,998.25	\$ 9,998.25	\$ 16,000.00	\$ 16,000.00	\$ 16,115.00	\$ 16,115.00
9b.		5" DIA.	EA	1	\$ 21,480.00	\$ 21,480.00	\$ 28,146.37	\$ 28,146.37	\$ 20,000.00	\$ 20,000.00	\$ 30,750.00	\$ 30,750.00
10a.	Furnish and Install Gravity Sewer Pipe and Appurtenances	8" DIA.	LF	15	\$ 125.00	\$ 1,875.00	\$ 239.28	\$ 3,500.00	\$ 1,000.00	\$ 15,000.00	\$ 3,130.00	\$ 46,950.00
10b.		10" DIA.	LF	90	\$ 165.00	\$ 14,850.00	\$ 326.20	\$ 29,358.00	\$ 325.00	\$ 29,250.00	\$ 730.00	\$ 65,700.00
11	Furnish and Install Sewer Forcemain and Appurtenances	6" DIA.	LF	100	\$ 65.00	\$ 6,500.00	\$ 335.81	\$ 33,581.00	\$ 200.00	\$ 20,000.00	\$ 264.00	\$ 26,400.00
12	Furnish and Install Water Mains, Fittings, and Appurtenances	8" DIA.	LF	30	\$ 80.00	\$ 2,400.00	\$ 936.83	\$ 28,104.90	\$ 1,000.00	\$ 30,000.00	\$ 1,625.00	\$ 48,750.00
13	Furnish and Install Water Service & Yard Hydrant	2"	LF	80	\$ 55.00	\$ 4,400.00	\$ 51.23	\$ 4,098.40	\$ 280.00	\$ 22,400.00	\$ 190.00	\$ 15,200.00
14	Furnish and Install Fire Hydrant Assembly	--	LS	--	--	\$ 9,770.00	--	\$ 15,924.12	--	\$ 16,000.00	--	\$ 19,680.00
15	Furnish and Install Backup Power Generator	--	LS	--	--	\$ 55,000.00	--	\$ 85,296.80	--	\$ 75,000.00	--	\$ 84,700.00
16	Furnish and Install Electrical Pump Station Controls, Equipment Pad, Power, Conduit, and Panels Complete	--	LS	--	--	\$ 55,000.00	--	\$ 60,046.97	--	\$ 75,000.00	--	\$ 60,400.00
17	Furnish and Install Site Lighting	--	LS	--	--	\$ 6,800.00	--	\$ 9,956.23	--	\$ 5,000.00	--	\$ 6,635.00
18	Furnish and Install Graded Aggregate Base Course	6"	SY	85	\$ 80.00	\$ 6,800.00	\$ 202.29	\$ 17,194.65	\$ 70.00	\$ 5,950.00	\$ 89.00	\$ 7,565.00
19	Furnish and Install Asphalt Base Coarse	2"	SY	85	\$ 100.00	\$ 8,500.00	\$ 53.92	\$ 4,583.20	\$ 140.00	\$ 11,900.00	\$ 65.00	\$ 5,525.00
20	Furnish and Install Asphalt Surface Coarse	1-1/2"	SY	85	\$ 75.00	\$ 6,375.00	\$ 67.69	\$ 5,753.65	\$ 110.00	\$ 9,350.00	\$ 61.00	\$ 5,185.00
21	Furnish and Install Site Gravel	4"	SY	33	\$ 65.00	\$ 2,145.00	\$ 154.55	\$ 5,100.15	\$ 40.00	\$ 1,320.00	\$ 83.00	\$ 2,739.00
22	Furnish and Install Graded Aggregate Base Course (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	393	\$ 25.00	\$ 9,825.00	--	--	\$ 22.00	\$ 8,646.00	\$ 39.00	\$ 15,327.00
23	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	655	\$ 50.00	\$ 32,750.00	--	--	\$ 71.00	\$ 46,505.00	\$ 18.20	\$ 11,921.00
24	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	131	\$ 50.00	\$ 6,550.00	--	--	\$ 75.00	\$ 9,825.00	\$ 39.00	\$ 5,109.00
CONTINGENCY												
25	Miscellaneous Excavation and Test Pitting	--	CY	10	\$ 25.00	\$ 250.00	\$ 5.00	\$ 50.00	\$ 170.00	\$ 1,700.00	\$ 75.00	\$ 750.00
26	Furnish & Install Mechanical Joint Ductile Iron Fittings	--	LBS	200	\$ 4.00	\$ 800.00	\$ 25.00	\$ 5,000.00	\$ 21.00	\$ 4,200.00	\$ 40.00	\$ 8,000.00
27	Furnish and Install Select Fill	--	CY	10	\$ 100.00	\$ 1,000.00	\$ 0.50	\$ 5.00	\$ 150.00	\$ 1,500.00	\$ 75.00	\$ 750.00
TOTAL BID (ITEMS 1 - 27)					\$978,030.00		\$	1,033,798.20	\$	1,298,646.00	\$	1,355,801.00

*Contractor submitted a bid utilizing the incorrect Bid Form.

RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HOPKINS CONSTRUCTION, INC.

COST PROPOSAL

Please note: The Town of Berlin is exempt from Maryland Sales Tax – information to be provided upon request as applicable.

The following table should be included within the proposal submission.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	\$25,000	\$25,000
2.	Furnish and Install Sediment and Erosion Control Measures.	--	LS	--	\$5,000	\$5,000
3.	Traffic Control	--	LS	--	\$7,500	\$7,500
4.	Bypass Pumping	--	LS	--	\$45,000	\$45,000
5.	Demolish and Abandon Existing Pump Station and Building (including asbestos shingles)	--	LS	--	\$64,000	\$64,000
6.	Install Proposed Packaged Pump Station and Station Piping	--	LS	--	\$500,000	\$500,000
7.	Remove and Dispose of Existing Manhole	--	EA	2	\$11,500	\$23,000
8.	Remove Existing Sanitary Sewer Gravity Main and Forcemain	--	LF	370	\$100	\$37,000
9a.	Furnish and Install Sewer Manhole	4' DIA.	EA	1	\$18,460	\$18,460
9b.		5' DIA.	EA	1	\$21,480	\$21,480
10a.	Furnish and Install Gravity Sewer Pipe and Appurtenances	8" DIA.	LF	15	\$125	\$1,875
10b.		10" DIA.	LF	90	\$165	\$14,850
11.	Furnish and Install Sewer Forcemain and Appurtenances	6" DIA.	LF	100	\$65	\$6,500
12.	Furnish and Install Water Mains, Fittings, and Appurtenances	8" DIA.	LF	30	\$80	\$2,400
13.	Furnish and Install Water Service & Yard Hydrant	2"	LF	80	\$55	\$4,400
14.	Furnish and Install Fire Hydrant Assembly	--	LS	--	\$9,770	\$9,770
15.	Furnish and Install Backup Power Generator	--	LS	--	\$55,000	\$55,000
16.	Furnish and Install Electrical Pump Station Controls, Equipment Pad, Power, Conduit, and Panels Complete	--	LS	--	\$55,000	\$55,000
17.	Furnish and Install Site Lighting	--	LS	--	\$6,800	\$6,800
18.	Furnish and Install Graded Aggregate Base Course	6"	SY	85	\$80	\$6,800
19.	Furnish and Install Asphalt Base Coarse	2"	SY	85	\$100	\$8,500



RFP #2023-09 Broad Street Pump Station Replacement

20.	Furnish and Install Asphalt Surface Coarse	1-1/2"	SY	85	\$75	\$6,375
21.	Furnish and Install Site Gravel	4"	SY	33	\$65	\$2,145
22.	Furnish and Install Graded Aggregate Base Course (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	393	\$25	\$9,825
23.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	655	\$50	\$32,750
24.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	131	\$50	\$6,550
CONTINGENCIES						
25.	Miscellaneous Excavation and Test Pitting	--	CY	10	\$25	\$250
26.	Furnish & Install Mechanical Joint Ductile Iron Fittings	--	LBS	200	\$4	\$800
27.	Furnish and Install Select Fill	--	CY	10	\$100	\$1,000
<p style="text-align: right;">Total Base Bid (Items 1 – 27) \$ 978,030.00</p> <p>(Written Amount) <u>Nine Hundred Seventy-Eight Thousand Thirty Dollars and Zero Cents</u></p>						



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HOPKINS CONSTRUCTION, INC.

Proposed Subcontractors:

Individual/Firm Name and Tax ID Number	Address	Proposed work to be completed
Bilbrough's Electric, Inc. Tax ID#: 51-032588	25289 Smith Landing Road Denton, MD 21629	Electrical - Undetermined at the time of Bid
Tieder Electric, Inc. Tax ID#: 821345054	736 Woods Road Cambridge, MD 21613	Electrical - Undetermined at the time of Bid
Terra Firma of Delmarva Tax ID#: 36-4597618	36393 Sussex Highway Delmar, DE 19940	Paving - Undetermined at the time of Bid
Jerry's Paving Tax ID#: 51-0327929	17776 Oak Hill Drive Milford, DE 19963	Paving - Undetermined at the time of Bid

Please attach additional sheet(s) or continue list on reverse if necessary.

AIM Services, Inc.
Tax ID#: 770602860

800 Snow Hill Road
Salisbury, MD 21804

Asbestos Removal



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HOPKINS CONSTRUCTION, INC.

SIGNATURES

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached Cost Proposal for the RFP as indicated above. I certify that all information included herein is true and correct to the best of my knowledge. I further acknowledge the conditions and requirements expressed in the RFP and the agreement to adhere to same.

Signature:  Date: 11/1/2023

Printed Name: JOANN M. HOPKINS, PRESIDENT

Firm Name: HOPKINS CONSTRUCTION, INC. Tax/EIN: 51-0308642

DBA (if different than above): N/A

Address: 18904 MARANATHA WAY, UNIT 1

City, State Zip: BRIDGEVILLE, DE 19933

Phone: (302) 337-3366



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: T.K. Construction INC.

COST PROPOSAL

Please note: The Town of Berlin is exempt from Maryland Sales Tax – information to be provided upon request as applicable.

The following table should be included within the proposal submission.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--		30,113.27
2.	Furnish and Install Sediment and Erosion Control Measures.	--	LS	--		11,171.65
3.	Traffic Control	--	LS	--		19,790.40
4.	Bypass Pumping	--	LS	--		53,606.88
5.	Demolish and Abandon Existing Pump Station and Building (including asbestos shingles)	--	LS	--		36,968.80
6.	Install Proposed Packaged Pump Station and Station Piping	--	LS	--		490,405.91
7.	Remove and Dispose of Existing Manhole	--	EA	2	8776.80	17,553.60
8.	Remove Existing Sanitary Sewer Gravity Main and Forcemain	--	LF	370	77.00	28,490.00
9a.	Furnish and Install Sewer Manhole	4' DIA.	EA	1		9,998.25
9b.		5' DIA.	EA	1	28,146.37	28,146.37
10a.	Furnish and Install Gravity Sewer Pipe and Appurtenances	8" DIA.	LF	15	239.28	3,589.32
10b.		10" DIA.	LF	90	326.20	29,358.39
11.	Furnish and Install Sewer Forcemain and Appurtenances	6" DIA.	LF	100	335.81	33,581.21
12.	Furnish and Install Water Mains, Fittings, and Appurtenances	8" DIA.	LF	30	936.83	28,105.05
13.	Furnish and Install Water Service & Yard Hydrant	2"	LF	80	51.23	4,100.00
14.	Furnish and Install Fire Hydrant Assembly	--	LS	--		15,924.12
15.	Furnish and Install Generator and Equipment Pad	--	LS	--		85,296.80
16.	Furnish and Install Electrical Pump Station Controls, Equipment Pad, Power, Conduit, and Panels Complete	--	LS	--		60,046.97
17.	Furnish and Install Site Lighting	--	LS	--		9,956.23
18.	Furnish and Install Graded Aggregate Base Course	6"	SY	85	202.29	17,194.68
19.	Furnish and Install Asphalt Base Coarse	2"	SY	85	53.92	4583.52



RFP #2023-09 Broad Street Pump Station Replacement

20.	Furnish and Install Asphalt Surface Coarse	1-1/2"	SY	85	67. ⁶⁹	5,753.74
21.	Furnish and Install Site Gravel	4"	SY	33	154. ⁵⁵	5,100.41

CONTINGENCIES

22.	Miscellaneous Excavation and Test Pitting	--	CY	10	5. ⁰⁰	50. ⁰⁰
23.	Furnish & Install Mechanical Joint Ductile Iron Fittings	--	LBS	200	25. ⁰⁰	5,000. ⁰⁰
24.	Furnish and Install Select Fill	--	CY	10	.50	5. ⁰⁰

Total Base Bid (Items 1 – 24) \$ 1,033,890.⁵⁹

(Written Amount) one million thirty-three thousand eight hundred-ninety and fifty-nine cents.



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: T.K. Construction, INC.

Proposed Subcontractors:

Individual/Firm Name and Tax ID Number	Address	Proposed work to be completed
L and L enterprises inc		Sheeting
AIM services inc		Asbestos abatement
Asphalt Maintenance inc		Paving
Bilbrough electric		electric

Please attach additional sheet(s) or continue list on reverse if necessary.



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: T.K. Construction INC.

SIGNATURES

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached Cost Proposal for the RFP as indicated above. I certify that all information included herein is true and correct to the best of my knowledge. I further acknowledge the conditions and requirements expressed in the RFP and the agreement to adhere to same.

Signature: _____

Date: 11/1/23

Printed Name: Thomas E. Klaverweiden Jr.

Firm Name: T.K. Construction, INC.

Tax/EIN: 52-0958029

DBA (if different than above): _____

Address: 31812 Johnson Rd.

City, State Zip: Salisbury, MD. 21804

Phone: 410-742-5684



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HRI Construction LLC AKA M2 Construction LLC in MD

COST PROPOSAL

Please note: The Town of Berlin is exempt from Maryland Sales Tax – information to be provided upon request as applicable.

The following table should be included within the proposal submission.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	\$35,000	\$35,000
2.	Furnish and Install Sediment and Erosion Control Measures.	--	LS	--	\$7,000	\$7,000
3.	Traffic Control	--	LS	--	\$30,000	\$30,000
4.	Bypass Pumping	--	LS	--	\$135,000	\$135,000
5.	Demolish and Abandon Existing Pump Station and Building (including asbestos shingles)	--	LS	--	\$35,000	\$35,000
6.	Install Proposed Packaged Pump Station and Station Piping	--	LS	--	\$615,000	\$615,000
7.	Remove and Dispose of Existing Manhole	--	EA	2	\$3,000	\$6,000
8.	Remove Existing Sanitary Sewer Gravity Main and Forcemain	--	LF	370	\$30	\$11,100
9a.	Furnish and Install Sewer Manhole	4' DIA.	EA	1	\$16,000	\$16,000
9b.		5' DIA.	EA	1	\$20,000	\$20,000
10a.	Furnish and Install Gravity Sewer Pipe and Appurtenances	8" DIA.	LF	15	\$1,000	\$15,000
10b.		10" DIA.	LF	90	\$325	\$29,250
11.	Furnish and Install Sewer Forcemain and Appurtenances	6" DIA.	LF	100	\$200	\$20,000
12.	Furnish and Install Water Mains, Fittings, and Appurtenances	8" DIA.	LF	30	\$1,000	\$30,000
13.	Furnish and Install Water Service & Yard Hydrant	2"	LF	80	\$280	\$22,400
14.	Furnish and Install Fire Hydrant Assembly	--	LS	--	\$16,000	\$16,000
15.	Furnish and Install Backup Power Generator	--	LS	--	\$75,000	\$75,000
16.	Furnish and Install Electrical Pump Station Controls, Equipment Pad, Power, Conduit, and Panels Complete	--	LS	--	\$75,000	\$75,000
17.	Furnish and Install Site Lighting	--	LS	--	\$5,000	\$5,000
18.	Furnish and Install Graded Aggregate Base Course	6"	SY	85	\$70	\$5,950
19.	Furnish and Install Asphalt Base Coarse	2"	SY	85	\$140	\$11,900



RFP #2023-09 Broad Street Pump Station Replacement

20.	Furnish and Install Asphalt Surface Coarse	1-1/2"	SY	85	\$110	\$9,350
21.	Furnish and Install Site Gravel	4"	SY	33	\$40	\$1,320
22.	Furnish and Install Graded Aggregate Base Course (MD-SHA RESTORATION)	PER MD-SHA	SY/TN	393	\$22	\$8,646
23.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/TN	655	\$71	\$46,505
24.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/TN	131	\$75	\$9,825
CONTINGENCIES						
25.	Miscellaneous Excavation and Test Pitting	--	CY	10	\$170	\$1,700
26.	Furnish & Install Mechanical Joint Ductile Iron Fittings	--	LBS	200	\$21	\$4,200
27.	Furnish and Install Select Fill	--	CY	10	\$150	\$1,500
<p style="text-align: center;">Total Base Bid (Items 1 – 27) \$ 1,298,646</p> <p>(Written Amount) <u>One Million Two Hundred Ninety - Eight Thousand Six Hundred Forty Six Dollars</u></p>						



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HRI Construction LLC AKA M2 Construction LLC in MD

Proposed Subcontractors:

Individual/Firm Name and Tax ID Number	Address	Proposed work to be completed
Billbrough's electric inc.	25289 Smith Landing Rd Denton, MD 21629	Electrical

Please attach additional sheet(s) or continue list on reverse if necessary.



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: HRI Construction LLC AKA M2 Construction LLC in MD

SIGNATURES

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached Cost Proposal for the RFP as indicated above. I certify that all information included herein is true and correct to the best of my knowledge. I further acknowledge the conditions and requirements expressed in the RFP and the agreement to adhere to same.

Signature: _____

Date: November 1, 2023

Printed Name: Andrew Mattson

Firm Name: HRI Construction LLC AKA M2 Construction LLC
in MD

Tax/EIN: 462262687

DBA (if different than above): _____

Address: 3401 Marietta Ave

City, State Zip: Lancaster, PA 17601

Phone: 717.305.8801



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: Chesapeake Turf LLC

COST PROPOSAL

Please note: The Town of Berlin is exempt from Maryland Sales Tax – information to be provided upon request as applicable.

The following table should be included within the proposal submission.

ITEM NO.	DESCRIPTION OF WORK	SIZE OR DEPTH	UNIT	EST QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization, Bonds, and Insurance (Max. 3% of Total Bid)	--	LS	--	33,000.00	33,000.00
2.	Furnish and Install Sediment and Erosion Control Measures.	--	LS	--	52,600.00	52,600.00
3.	Traffic Control	--	LS	--	74,100.00	74,100.00
4.	Bypass Pumping	--	LS	--	126,800.00	126,800.00
5.	Demolish and Abandon Existing Pump Station and Building (including asbestos shingles)	--	LS	--	67,700.00	67,700.00
6.	Install Proposed Packaged Pump Station and Station Piping	--	LS	--	470,750.00	470,750.00
7.	Remove and Dispose of Existing Manhole	--	EA	2	6,700.00	13,400.00
8.	Remove Existing Sanitary Sewer Gravity Main and Forcemain	--	LF	370	90.00	33,300.00
9a.	Furnish and Install Sewer Manhole	4' DIA.	EA	1	16,115.00	16,115.00
9b.		5' DIA.	EA	1	30,750.00	30,750.00
10a.	Furnish and Install Gravity Sewer Pipe and Appurtenances	8" DIA.	LF	15	3,130.00	46,950.00
10b.		10" DIA.	LF	90	730.00	65,700.00
11.	Furnish and Install Sewer Forcemain and Appurtenances	6" DIA.	LF	100	264.00	26,400.00
12.	Furnish and Install Water Mains, Fittings, and Appurtenances	8" DIA.	LF	30	1,625.00	48,750.00
13.	Furnish and Install Water Service & Yard Hydrant	2"	LF	80	190.00	15,200.00
14.	Furnish and Install Fire Hydrant Assembly	--	LS	--	19,680.00	19,680.00
15.	Furnish and Install Generator and Equipment Pad	--	LS	--	84,700.00	84,700.00
16.	Furnish and Install Electrical Pump Station Controls, Equipment Pad, Power, Conduit, and Panels Complete	--	LS	--	60,400.00	60,400.00
17.	Furnish and Install Site Lighting	--	LS	--	6,635.00	6,635.00
18.	Furnish and Install Graded Aggregate Base Course	6"	SY	85	89.00	7,565.00
19.	Furnish and Install Asphalt Base Coarse	2"	SY	85	65.00	5,525.00



RFP #2023-09 Broad Street Pump Station Replacement

20.	Furnish and Install Asphalt Surface Coarse	1-1/2"	SY	85	61.00	5,185.00
21.	Furnish and Install Site Gravel	4"	SY	33	83.00	2,739.00
22.	Furnish and Install Graded Aggregate Base Course (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	393	39.00	15,327.00
23.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	655	18.20	11,921.00
24.	Furnish and Install Asphalt Base Coarse (MD-SHA RESTORATION)	PER MD-SHA	SY/IN	131	39.00	5,109.00
CONTINGENCIES						
25.	Miscellaneous Excavation and Test Pitting	--	CY	10	75.00	750.00
26.	Furnish & Install Mechanical Joint Ductile Iron Fittings	--	LBS	200	40.00	8,000.00
27.	Furnish and Install Select Fill	--	CY	10	75.00	750.00
<p style="text-align: right;">Total Base Bid (Items 1 – 27) \$ 1,355,801.00</p> <p>(Written Amount) One Million, Three hundred fifty five Thousand, Eight Hundred One Dollars and NO Cents</p>						



RFP #2023-09 Broad Street Pump Station Replacement

Contractor: Chesapeake Turf LLC

Proposed Subcontractors:

Individual/Firm Name and Tax ID Number	Address	Proposed work to be completed
Bilbrough's Electric Inc	25289 Smith Landing Road Denton, MD 21629	Electrical subcontracting

Please attach additional sheet(s) or continue list on reverse if necessary.




RFP #2023-09 Broad Street Pump Station Replacement

Contractor: Chesapeake Turf LLC

SIGNATURES

I, the undersigned, am an authorized agent of the firm listed below and am authorized to submit the attached Cost Proposal for the RFP as indicated above. I certify that all information included herein is true and correct to the best of my knowledge. I further acknowledge the conditions and requirements expressed in the RFP and the agreement to adhere to same.

Signature:  Date: 11/01/2023

Printed Name: Greg Tucker, Managing Member

Firm Name: Chesapeake Turf LLC Tax/EIN: 52-2303664

DBA (if different than above): _____

Address: 5652 N Nithsdale Drive, PO Box 2696

City, State Zip: Salisbury, MD 21801

Phone: 410-341-4363





MOTION OF THE MAYOR AND COUNCIL 2023-57

A Motion of the Mayor and Council of the Town of Berlin to approve AMENDMENTS TO THE EMPLOYEE HANDBOOK as indicated below:

SECTION(S)	APPROVED ON (DATE)	FOR	AGAINST	ABSTAIN	ABSENT
1 AND 2	11/28/2022	5	0	0	0
4, 5, AND 8	6/26/2023	5	0	0	0
6 & 7	8/28/23	5	0	0	0
3 & APPENDICES					

Dean Burrell, Sr. Vice President of the Council

Final approval this ____ day of _____, 20____ by the Mayor of the Town of Berlin.

Zackery Tyndall, Mayor, President of the Council

ATTEST: _____
Mary Bohlen, Town Administrator

SECTION 3 EMPLOYEE CONDUCT

3.01 General Employee Work Practices

It is the policy of the Town of Berlin that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the Town and for the benefit and safety of all employees. Conduct that is unsafe interferes with operations that discredit the Town, or that is offensive to customers or coworkers will not be tolerated.

Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Town. Such conduct includes:

- Reporting to work punctually ~~and fit for duty while as scheduled and~~ being at the proper workstation, ~~ready and fit for duty,~~ at the assigned starting time.;
- Giving proper advance notice whenever unable to work or report on time. Notifying the Department Head or supervisor before leaving work due to illness. Remaining at their workstation until relieved or dismissed when operations for a department are continuous or subject to shift hours.;
- Performing assigned duties and reporting to ~~their~~ Department Head any conditions or circumstances, including inadequacies in the instructions or the procedures specified for work assignments, which will prevent or inhibit the employee ~~for the from~~ effectively performance ~~ee of these~~ing their duties.;
- Exercising reasonable care and caution in the operation of any Town equipment or property so as not to cause excessive deterioration or unnecessary damage.;
- Wearing ~~clothing~~ appropriate clothing for the work being performed, including, ~~without limitation,~~ all safety clothing and equipment that the Town or Department requires.;
- Maintaining a safe workplace and ~~a~~ work area that is clean and orderly.;
- Performing assigned tasks safely and efficiently and in accordance with established safety policies.
- Treating all customers, contractors, vendors, visitors, and coworkers in a courteous manner.;
- Refraining from any behavior or conduct deemed to be offensive or undesirable, or which is contrary to the Town's best interests.;
- ~~Performing assigned tasks safely and efficiently and in accordance with established safety policies.;~~
- Reporting to the Department Head, supervisor, Human Resources Director, or Town Administrator any suspicious, unsafe, unethical, or illegal conduct by coworkers, contractors, customers, or suppliers.;
- Fully cooperate with any Town investigation and/or inquiry as may be required ~~from time to time.~~;
- Obeying and complying with all Town, State, ~~and~~ Federal, and local ordinances, laws, and statutes, as well as all written and verbal Town and Department policies, procedures, and work rules.

The following conduct is prohibited and will/may subject the individual involved to disciplinary action up to and including termination.

- The reporting to work under the influence of alcoholic beverages, THC, and/or illegal drugs and narcotics, or the use, sale, dispensing, or possession of alcoholic beverages, products containing THC, and/or illegal drugs and narcotics on Town premises. The reporting to work under the influence of alcoholic beverages or other substances, legal or illegal, including prescribed medication which impairs the individual and which use has not been disclosed to the supervisor or Department Head, or the use,

sale, dispensing, or possession of alcoholic beverages, products containing THC, and/or illegal drugs and narcotics, or other substances on Town premises.

- The use of abusive or offensive language.
- The possession of firearms or other weapons that are not work-related on Town property.
- Insubordination or the refusal by an employee to follow a superior's reasonable and safe instructions concerning a job-related matter or task. ~~Refusal to perform a reasonable and safe assigned tasks.~~
- Fighting or assault for any reason.
- Theft, destruction, damage, defacement, or misuse of Town property or of another employee's ~~or~~ customer's, contractor's, or vendor's property.
- Gambling on Town property.
- Falsifying or altering any Town record or report, such as including but not limited to, an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.
- Horseplay, pranks, or practical jokes of an offensive or disruptive nature to fellow employees or the public.
- Sleeping during hours assigned for work purposes.
- Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
- Improper or offensive attire or inappropriate personal appearance.
- Engaging in any form of sexual or other harassment or activities.
- The conduct of soliciting, political activity, or any other outside organizational activities on Town premises or while on duty.
- Disclosure of confidential information, including but not limited to ~~or~~ employee and customer records or information.
- Use of the employee's position with the Town to coerce others, solicit customers, or trade for their own personal business or for personal gain in any way.
- Conduct during off-duty hours in any way that would be injurious to the Town service, the public interest, or which would inhibit the effective performance of the employee's official duties.
- Failure to maintain a Town-required license or certification or a State or Federal license or certification that is required for the performance of the employee's duties, whether that failure is a result of on-duty or off-duty activities. If a required license or certification is no longer maintained the employee will be responsible for notifying their employer immediately.

The examples above are intended to illustrate the type of behavior that will not be permitted but are not intended to be an all-inclusive listing. Any violation of the Town's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action or, in some instances, termination.

3.02 Employee Ethics

The Town of Berlin expects all employees to engage in ethical behavior. Employees' behavior is a direct reflection upon the ethics and integrity of the Town. The Code of the Town of Berlin Chapter 2, Article II. "Ethics Provisions" defines the purpose and policy of the Town of Berlin regarding Ethics and includes language defining acceptable and non-acceptable actions of Town of Berlin employees, elected officials and others. Generally, some of the provisions of the Ethics Provisions include, but are not limited to: ~~repeal, the following activities as outlined in~~

Commented [MB1]: Need to have D.G. review and make sure it conforms to the Ethics Code

Commented [MB2R1]: I'm going to send to go ahead and send it to him.

Commented [KJ3R1]: on 12/31 dave said this is in compliance

Commented [MB4R1]: Made the language more generic and referred back to the Code.

Chapter 6 titled "Ethics" of the Code of Town of Berlin have been determined to represent a conflict of interest and are prohibited.

- Participation on behalf of the Town in any matter which would have a direct financial impact on them, their spouse, or dependent child or a business entity with which they are affiliated;
- Hold or acquire a significant interest ~~of either five thousand dollars (\$5,000) or fifty percent (50%) or greater~~ in a business entity that has or is negotiating a contract ~~of five thousand dollars (\$5,000) or more~~ with the Town or is regulated by their agency without disclosing the same;
- Be employed by a business entity that has or is negotiating a contract ~~of more than five thousand dollars (\$5,000)~~ with the Town or is regulated by their agency without disclosing the same;
- Hold any outside employment relationship that would impair their impartiality or independence of judgment;
- Represent any party, for a contingent fee, before any Town body;
- Within one year following the termination of Town services, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a Town official or employee;
- Solicit or accept gifts of any value from any person who has or is negotiating a contract with the Town or is regulated by its agency, except where such gifts would not present a conflict of interest as determined by the Ethics Commission. Gift includes the transfer of anything of economic value, regardless of form, without adequate and lawful consideration;
- Use the prestige of their employment with the Town for their own benefit or that of another; or,
- Use confidential information acquired in their official Town position for their own benefit and that of another.

Employees are encouraged to familiarize themselves with the Ethics Provisions of the Town Code and to discuss any questions they may have with their Department Head, Human Resources Director, or the Town Administrator. Employees who violate this policy shall be subject to disciplinary or legal action up to and including termination of employment and/or the fullest penalty allowed by law.

All Town of Berlin employees are required to file an annual gift disclosure no later than April 30 of each calendar year ~~a statement~~ disclosing any gifts received during the preceding calendar year from any person having a contract with the town or any person regulated by their agency. The statement shall identify the donor of the gift and its approximate retail value at the time of receipt.

3.03 Employee Personnel Records

A personnel file for each employee is kept by the Human Resources Director, and access is limited to the Human Resources Director, the employee's Department Head, and the Town Administrator. ~~Mayor, and Council.~~ Department Head level personnel files may be subject to review by the Mayor and/or Councilmembers as appropriate. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including disciplinary action, and other pertinent information.

An employee may request an appointment to review certain documents in their file in the presence of the Human Resources Director, during regular office hours. Certain documents, approved by the Human Resources Director, may be copied but not removed from the file. Work references from prior employers will not be made available to the employee. Information about age, sex, race, marital status, or other personal data or vital statistics may be on file for a bona fide occupational or benefit purpose, but in no instance can such information be used in a manner adverse to employment status; such information is strictly protected by the Human Resources Director.

Adverse material may be placed in the file only if the affected employee has reviewed and received a copy of the material or waived their rights to a copy in writing. Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information or by a Court Order or legal process. If information pertaining to an employee's personnel file has been requested by an outside agency, even if court-ordered, the Human Resources Director will notify the employee of that request as soon as practical.

3.04 References

The Town, without express written consent of the employee, does not give employment references, other than to confirm the employee's dates of employment, job title(s), and latest salary. Only the Human Resources Director will provide employment references for current or former Town employees.

3.05 Solicitation

The Town limits access to Town employees on the job for purposes of solicitation and distribution on its premises, the Town having determined that such activities interfere with normal operations and pose a threat to security.

Persons except as herein authorized are prohibited for soliciting funds (or signatures), conducting membership drives, distributing literature or gifts, offering to sell merchandise or services, or engaging in any other solicitation, distribution, or similar activity of Town employees while such employees are on the job. Employees are prohibited from participating in such unauthorized activities.

The Mayor and Council may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employees who wish to volunteer their assistance in these fund drives are encouraged to do so strictly on a voluntary basis. Retaliation or discrimination against employees who choose not to volunteer is strictly prohibited.

Department Heads may permit employees to engage in solicitation only if:

- Solicitation by employees is indirect so that employee participation is entirely voluntary and in a common area, such as a break room, where all employees are permitted to participate, but only during break or lunch period, or before and after work. Direct solicitation, whether verbal or written, is prohibited. Town department mailboxes may not be used for solicitation or distribution of notices or goods;

- Distribution of notices or goods permitted by this policy does not occur during work time or in a work area and does not cause litter on Town property; and
- Solicitation and distribution does not occur by off-duty employees returning to the work areas of the Town premises.

Solicitation and distribution by non-employees are strictly prohibited.

3.06 Harassment

The Mayor and Council of the Town of Berlin are committed to maintaining a work environment that is free of harassment. All employees are reminded that every employee, at all times, should be treated courteously by fellow employees so that they are free from harassment of any kind. Actions, words, jokes, or comments based on an individual's ~~sex~~gender, race, color, ancestry or national origin, age, religion, disability, sexual orientation, sexual identification, genetic information, pregnancy, marital status, military service or any other legally protected characteristic will not be tolerated.

Harassment is defined as unwelcomed or unsolicited verbal, physical, or sexual conduct that interferes with an employee's job performance or which creates an intimidating, offensive, or hostile work environment. Other prohibited practices include:

- Inappropriate touching, hitting, pushing, other aggressive physical contact, or threats to take such action.
- Asking ~~Questions~~questions or making comments that unnecessarily infringe upon personal privacy, or are offensive, sexist, off-color sexual remarks, jokes, slurs, propositions, and/or comments that disparage a person or group on the basis of age, color, creed, disability, ethnic background, gender or gender-identification, military service, national origin, pregnancy, race, religion, color, age, sex, or sexual orientation, pregnancy, gender or gender-identification, creed, disability, religion, national origin, ethnic background, or military service, inappropriate touching, hitting, pushing, other aggressive physical contact, or threats to take such action.

Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. Each employee of the Town, ~~regardless of sex, gender, gender identification, or sexual orientation,~~ is entitled to a work environment, which is free from intimidation and sexual harassment. The Town shall not tolerate any form of sexual harassment by any employee ~~of either sex.~~

Harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, and that debilitates morale, therefore interfering with the work effectiveness of its victims and their coworkers. The following are some examples of practices that are prohibited in the workplace:

- Verbal sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats.
- Non-verbal derogatory or suggestive sounds, leering, whistling, posters, cartoons, photographs, calendars, graffiti, drawings or other materials, or gestures.
- Unwanted physical contact such as touching, pinching, brushing against the body, coerced sexual intercourse or assault.

Commented [K5]: Section reviewed by LGIT Attorney Matt Peters

- Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature as a condition of employment for any applicant or employee.
- Making the submission to or the rejection of such conduct the basis for an employment decision affecting an applicant or employee.
- Creating an intimidating, hostile, or offensive working environment by such conduct.
- The use of racially charged symbols such as nooses, swastikas, and burning crosses.
- The use of racially charged derogatory words, phrases, or epithets.
- Demonstrations of a racial or ethnic nature such as the use of a gesture.
- Displaying pictures or drawings which would offend a particular racial or ethnic group.
- Comments about an individual's skin color or other racial or ethnic characteristics.
- Making disparaging remarks about an individual's gender that are not sexual in nature.
- Negative comments about an employee's religious beliefs or lack of religious beliefs.
- Expressing negative stereotypes regarding an employee's birthplace or ancestry.
- Negative comments regarding an employee's age when referring to any employee who is 40 years of age or older.
- Derogatory or intimidating references to an employee's mental or physical impairments.
- Sending e-mails or text messages that are racially or ethnically charged.

Anyone who feels that they have been harassed under any of the above-mentioned formats should document and report such incidents to their supervisor, department head, or Human Resources Director, any other department head, or if the complaint involves that individual they should report the incident to the Town Administrator. If the incident involves the Town Administrator the report should be made to the Mayor.

~~Employees who believe that they have been the subject of any type of harassment are encouraged to submit a written report of the alleged act immediately to their Department Head and the Town Administrator. If the complaint involves the Department Head, the complaint shall then be filed with the Town Administrator. If the complaint involves the Town Administrator, the complaint shall then be filed with the Mayor.~~

The Town Administrator or designated representative shall investigate all alleged violations of this policy. The investigation of all complaints will be handled in a timely and confidential manner. Information concerning the complaint will not be released by the Town to any third party or to any Town employee who is not involved with the investigation of the complaint. Employees are prohibited from discussing the complaint outside the investigation process. The purpose of this provision is to protect the confidentiality of the complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee that may have been wrongfully charged with harassment. The investigation of the complaint will normally include interviewing the parties involved and any named or apparent witness.

Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or providing information during a complaint investigation. This includes both direct retaliation or reprisal, or the encouragement of others to engage in retaliation or reprisal against any person who:

- Opposes any conduct prohibited by this policy.
- Complies or encourages others to comply with any provision of this policy.
- Files a complaint concerning any violation of this policy.
- Testifies, assists, or participates in any investigation or hearing resulting from a complaint under this policy.

- Exercises or attempts to exercise any right conferred under this policy.

Any employee who is found to have violated this policy, or intentionally falsifying a claim of harassment, will be subject to appropriate disciplinary action, up to and including termination of employment. Disciplinary action taken against a member of the Berlin Police Department will be ~~done so~~ in accordance with the Law Enforcement Officer's Bill of Rights.

3.07 Safety

It is the policy of the Town to comply with all applicable federal, state, and local health and safety regulations and to provide a safe work environment free from recognized hazards. Employees shall comply with all safety and health requirements whether established by the Town or by federal, state, or local law.

Every employee is responsible for maintaining a safe work environment and following the Town's safety rules and any other appropriate safety rules set forth by the department. Negligence in adherence to on-the-job safety standards will be considered grounds for discipline and/or termination. Each employee shall promptly report all unsafe or potentially hazardous conditions to the Department Head.

The Human Resources Director shall oversee the Town's safety policies and procedures. The Human Resources Director's responsibilities include:

- ~~Monitoring compliance with Town safety rules and regulations and the applicable safety and health standards established as a result of the Occupational Safety and Health Act (OSHA) of 1970~~ and any other applicable federal, state, or local employee safety laws or regulations.
- Representing the Town during investigations conducted by the ~~Occupational Safety and Health Administration (OSHA)~~OSHA, by any other federal, state, or local safety and health personnel, or by insurance underwriting representatives.
- Organizing the safety training and retraining of employees in conjunction with the appropriate Department Head.
- Monitoring compliance with the various requirements established by any law or by the organization's insurance carrier relating to recordkeeping and the retention of records.
- Posting notices as may be required by law or by the organization's insurance carrier; and
- Upon request, ~~E~~evaluating and reporting to the Mayor and Council ~~on an annual basis~~ the effectiveness of the Town's safety programs ~~upon request.~~

Each department may have its own safety rules specific to its operation posted at all times in clear view. A copy of the department safety rules must be presented to employees in writing on the first day of work in the department or when published, whichever comes first. The Department Head will also furnish a copy of the department safety rules to the Human Resources Director.

Every Department Head is responsible for the safety and well-being of employees by eliminating known or reported hazardous conditions and/or acts as soon as possible. Department Heads and supervisors are responsible for ensuring that employees understand and comply with all Town safety rules, regulations, and procedures. Supervisors' safety responsibilities include, but are not limited to:

- Being familiar with all safety and health procedures relevant to the operations under their supervision.

- Inspecting their work areas periodically.
- Training their employees in safety matters or arranging for such training where appropriate.
- Identifying and correcting conditions that are recognized in the Town's operations as being unsafe, and
- Immediately reporting accidents and injuries to the Human Resources Director, or the Town Administrator in their absence, immediately and ensuring that any injured employee is referred to the appropriate medical care facility.

Employees shall report to their supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or customers.

Employees are encouraged to submit suggestions to their supervisor concerning safety and health matters.

The Town will provide special and/or protective clothing or equipment, or reimburse for it when such clothing or equipment is required by law or by Town policy. Employees are responsible for the proper use and maintenance of such clothing and equipment. Please refer to the reimbursement schedule as provided in Appendix A.

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Supervisors shall not discharge or discriminate in any manner against an employee because the employee has instituted a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right provided by law. Employees may accompany government safety compliance officers during so-called "walk around inspections", but they will not be compensated for such time unless specifically assigned the task by management.

Supervisors shall provide the following "right-to-know" information to employees, who are exposed to known toxic substances, and recognized harmful physical agents, at the time they are first hired and at least annually after that:

- The existence, location, and availability of any employee exposure or medical records pertaining to employees exposed to toxic substances or harmful physical agents which are maintained by or for the Town;
- The identity of the person responsible for maintaining and providing access to such records; and
- The right of each employee or the employee's designated representative to examine and copy such records.

These employees also should be notified that they may be required to submit to medical examinations and tests at intervals determined by the length of their time on the job and whenever there is reason to believe that they were exposed to toxic substances or harmful physical agents. Copies of the OSHA regulations requiring access to employee exposure and medical records are available in the office of the Human Resources Director for examination.

Violations of Town safety rules, regulations, or procedures will result in disciplinary action, up to and including termination.

3.08 On the Job Injuries

Prompt, quality treatment is a top priority when an employee is accidentally injured on the job. To ensure a high level of care with minimum inconvenience, employees are encouraged to follow these guidelines:

Any on-the-job injury involving loss of consciousness, inability to stand, severe blood loss, penetrating chest or abdominal wounds, severely deformed limb(s), or any condition that appears to need emergency treatment should be transported by ambulance to the nearest Emergency Room.

Employees with injuries that do not require emergency treatment may report to the physician of their choice or a health care provider designated by the Town. Pre-authorized initial treatment at the Town's designated health care provider will not require payment at the time of treatment. The Town's Workers' Compensation insurance company may reimburse bills incurred for treatment at any facility other than the designated provider if the case is found compensable.

All job-related injuries, no matter how slight and regardless of whether professional medical treatment is obtained at the time of injury, must be reported immediately to the employee's immediate supervisor. Every employee injured on the job is required to complete an Employee's First Report of Injury no later than the day following the accident and that report is to be immediately provided to the Human Resources Director. Failure to report an injury or complete a Report of Injury in a timely manner may delay benefits and result in disciplinary action.

All employees suffering from job related injuries may be subject to substance testing as described in Section 3.

The Department ~~head~~Head and/or supervisor of an injured employee is required to complete a Supervisor's Investigation of Injury and to report their findings to the Human Resources Director ~~submit the investigation~~ within 48 hours of the occurrence of the injury. In addition, the Department Head is responsible ~~to ensure for~~ ensuring that witnesses and employee statements are completed in a timely manner.

All reports of injury will be submitted to and investigated by the Town's Workers' Compensation insurance carrier to determine if an injury is compensable. A compensable case is one that the insurance company determines was the result of an accidental, job-related injury. If the case is found to be compensable, medical bills will be submitted to the workers' compensation carrier for payment consideration. If the case is denied and found non-compensable, the employee may submit medical bills to the Town's health insurance carrier, if enrolled, or to other applicable health insurance carrier, as appropriate.

Employees who lose time from work as the result of an on-the-job injury must report to their supervisor or Department Head on the first day of absence from work and at least weekly thereafter until the return to work. Doctors' notes requiring absence from work or restricted work orders must be presented as soon as practicable to the Department Head, who shall forward a copy to the Human Resources Director. The benefit for time lost from work will be determined by the workers' compensation carrier in accordance with regulations set forth by the Maryland Workers' Compensation Commission. Please refer to section 6.4 for more details on Workers' Compensation Claims.

~~Employees may request payment of accrued compensatory time, sick, vacation, or personal leave for compensation during the absence due to injury. When the employee receives Workers' Compensation benefits, the employee is required to repay the Town in the amount covered by the Workers' Compensation payment. This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability so long as accrued sick leave is available while ensuring that no employee receives more than the~~

~~employee would have received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave equal to the workers' compensation benefit amount reimbursed to the Town (2/3) shall be restored to the employee's leave balance.~~

The Town may require an examination at its expense, performed by a physician of the Town's choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of their position.

Employees who knowingly attempt to obtain benefits to which they are not entitled shall be subject to disciplinary [and/or legal](#) action.

3.09 Workplace Violence

Commented [K7]: Section reviewed by LGIT Attorney Matt Peters

The Town of Berlin is committed to providing a workplace that is safe, secure, and free of harassment, threats, intimidation, and violence for all employees. It is every employee's duty to maintain a safe workplace. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this policy. Threats, or acts of physical violence, including but not limited to intimidation, harassment, and/or coercion that involves or affects Town employees or which occurs on Town property will not be tolerated.

This policy applies to all locations where Town employees work or represent the Town of Berlin. This includes all work areas, customer and vendor premises, and Town sponsored events and activities. Work areas include any location, either permanent or temporary, where an employee performs any work-related duty. This includes but is not limited to buildings and the surrounding perimeters, including parking lots, all Town-owned, leased, or donated space, including vehicles, and any location where Town business or sponsored activity is conducted.

Employees are prohibited from making threats or engaging in violent activities. Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the conditions of Town employment or to create a hostile, abusive, or intimidating work environment for one or more employees, customers, or business partners. **The presence of weapons on Town property other than those of Law Enforcement personnel [as appropriate](#) is strictly prohibited.** Personal belongings, as well as persons, may be subject to search if determined to be appropriate by the Town Administrator and/or the Chief of Police. [Failure to comply with a search as required by the Town Administrator and/or Chief of Police may result in immediate termination.](#)

The following list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited under this policy:

- [A](#)ggressive or hostile behavior that creates an objectively reasonable fear of injury to another person or subjects another individual to emotional distress;
- [I](#)ntentionally damaging Town property or employee property;
- [H](#)itting or shoving an individual with any part of one's body and/or object;
- threatening to harm an individual and their family, friends, associates, or their property;
- [T](#)he intentional destruction or threat of destruction of property owned, operated, or controlled by the Town;
- [M](#)aking harassing or threatening telephone calls or sending harassing or threatening forms of written or electronic communications;

- ~~I~~ntimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, or policy that would affect the business interests of the Town;
- ~~T~~he willful, malicious, and repeated following of another person, also known as “stalking”, and making of a credible threat with intent to place the other person in reasonable fear for ~~thier~~their safety;
- ~~M~~aking a suggestion or otherwise conveying that an act to injure persons or property is “appropriate” without regard to the location where such suggestion occurs;
- ~~P~~ossession of a weapon while on Town property or while on Town business (unless specifically approved as a job-related requirement);
- ~~C~~ommitting acts of violence motivated by, or related to, race, age, color, national origin, religion, sexual orientation, sex, disability, marital status, sexual harassment, or domestic violence;
- ~~R~~emarks of revenge, abusive, and obscene statements;
- ~~P~~ounding of fists, stomping, swiping at objects, tampering with property in an attempt to intimidate, inflict harm, or destroy property; or
- ~~M~~aking intimidating statements;

The Town will actively intervene at any indication of a possible hostile or violent situation. All personnel are responsible for notifying their supervisor of any threats which they have witnessed or received. Threats against supervisors and co-workers can foreshadow violence. Even without any actual threat, employees should report any behavior they have witnessed which they regard as threatening or violent when the behavior is related or might be carried out at work.

Employees are responsible for making reports, regardless of the relationship between the individual who initiated the threat or threatening behavior. Any potentially dangerous situation must be reported immediately to the Department Head who is responsible for notifying the Town Administrator. Employees who exhibit violent behavior should be monitored and such behaviors should be documented.

Reports can be made anonymously, and all reported incidents will be investigated if there is sufficient information in order to initiate an investigation. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. Acts of aggression and violent behavior should also automatically require action. When ~~incidences~~incidents occur, the Department Head should tell aggressive employees to leave the workplace or have them removed and immediately report the incident to the Town Administrator. A decision should be made regarding disciplinary action. If the employee remains ~~employed, they~~employed, they should be assisted in obtaining counseling.

In all situations, if violence appears to be imminent, employees should take the precautions necessary to assure their own safety and the safety of others. Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should attempt to remain calm. If a Department Head or the Town Administrator can be safely notified of the need for assistance, without endangering the safety of the employee or others, such notice should be given. Otherwise, cooperate and follow the instructions given by the individual who is armed. If possible, employees should immediately notify proper law enforcement authorities if they believe there is a serious threat to their safety or the safety of others.

The violation of this policy will be grounds for discipline up to and including termination of employment. If appropriate, the proper law enforcement officials will be notified, and the action will be fully prosecuted. Non-employees engaged in violent acts on Town premises will be reported to the proper authorities and fully prosecuted.

At the discretion of the Department Head and Town Administrator, an employee exhibiting warning signs, symptoms, and other risk factors that indicate violence, as outlined in this policy, may be ordered to submit to a psychological evaluation to determine fitness for duty. The Human Resources Director will provide a list of providers as appropriate for the situation. The Health Care Provider will report the results of the evaluation to the Human Resources Director who will report fitness for duty to the Town Administrator who shall then consult with the Mayor to determine the employee's fitness for duty based on the evaluation. Following consultation with the Mayor and Town Administrator, fitness for duty will be disclosed to the Department Head. All evaluation records shall be maintained in a confidential manner as permitted by law.

Employees who are the target of workplace violence should have their needs and concerns addressed. As part of addressing these concerns, the Town will comply with "no-contact orders". Any employee who is involved in the criminal justice process as a complainant/victim and is protected by a "no-contact order" will furnish such order to the Town Administrator. Any employee, who is the defendant/offender in a workplace violence civil protective proceeding where a "no-contact order" has been issued, is responsible for furnishing the Town Administrator with a copy of the order.

If an employee petitions a court for a peace order and receives a temporary peace order or a final peace order, the employee should or shall furnish a copy of the peace order to the Town Administrator as soon as possible. Similarly, if an employee is the named respondent in a temporary peace order or a final peace order, and is required to refrain from certain actions or to remain away from certain properties associated with a petitioner, the respondent shall furnish a copy of the peace order to the Town Administrator as soon as possible. Furthermore, the Town reserves the right to file a petition for a peace order against a respondent for actions taken towards an employee of the Town in accordance with Maryland law.

Upon receipt of information as indicated above, the Town Administrator will, if necessary, take steps develop a plan ensuring compliance with the order and promoting to promote the safety of the petitioner, the respondent, other employees and others non-employees at the job site in the workplace. The Town Administrator, to the extent that is practicable, is to should consider the privacy of the complainant/victim and is to avoid re-victimization petitioner and the respondent, particularly in the event that it is a temporary peace order and the respondent has not had the opportunity to refute or oppose the petitioner's claims and allegations. If both parties, the petitioner and the respondent, are at the same worksite, the Town Administrator shall take steps to keep the petitioner and respondent apart and promote the safety of others. In considering the options available, the Town Administrator must make sure not to penalize either party. plan should include measures to ensure compliance with the order as well as the safety of the parties and other workers. Further, such a plan should not penalize the complainant/victim.

3.10 Drug, Alcohol, and Tobacco Substance Policy

It is the purpose of this policy to provide the Town's employees with a safe drug, alcohol, and tobacco, and other substances-free work environment.

The Town has several uniquely compelling interests that justify the use of employee drug and alcohol substance testing. Being under the influence of drugs or alcohol substances on the job may pose serious safety and health risks not only to the user, and those who work with the user but also to the public. The public has a right to expect Town employees are to be at all times both physically and mentally prepared to perform their duties at

~~all times.~~ There is sufficient evidence to conclude that the use of controlled substances and other forms of ~~drug abuse~~ substance misuse will seriously impair an employee's physical and mental health and job performance.

~~Where~~ If employees participate in ~~the use or misuse of illegal drug use and drug substances activity,~~ the integrity of the Town, and public confidence in that integrity, are destroyed.

It is not the Town's objective to use a ~~drug and alcohol policy~~ drug, alcohol and tobacco Substance Policy to judge or impose on the legal rights of others. It is the Town's objective to attempt to keep its employees safe and reduce workplace accidents.

Therefore, the Town shall implement a ~~drug and alcohol~~ substance testing program to detect prohibited ~~drug and alcohol~~ substance use by all employees and job applicants. All employees may be subject to directed or random drug and alcohol substance testing as defined in Section 1.03.

No employee shall illegally possess, manufacture, distribute, and dispense any controlled dangerous substance.

No employee shall ingest any drug, alcohol, or controlled substance during the employee's working time for the Town or during a timeframe in which the effects of said medication would affect one's ability to perform their job duties as assigned, unless such drug, alcohol, or controlled substance has been prescribed by a licensed medical practitioner and complies with the following:

1. The employee shall notify their immediate supervisor when they are required to use prescription and over-the-counter medication that they know or should know has the potential to impair job performance. The employee shall advise their supervisor of the known side effects of such medication, as well as the prescribed period of use. The employee shall NOT be required to disclose the nature of the condition for which the medication has been prescribed.
2. The supervisor shall document this information through the use of a confidential internal memorandum and retain said memorandum in the employee's personnel file.
3. The employee may be temporarily reassigned to other duties where appropriate. If reassignment is impractical, the supervisor may take appropriate action, including, but not limited to, sending the employee home and charging them with sick leave.

No employee shall ingest a prescribed or over-the-counter medication in amounts beyond the recommended dosage during the employee's working time for the Town or during a timeframe in which the effects of said medication would affect one's ability to perform their job duties as assigned.-

No employee may report to work under the influence of alcohol, drugs, or controlled dangerous substances. Reporting to work under such conditions is a violation of this policy and subjects the employee to disciplinary action.

Any employee who breaches the confidentiality of testing information shall be subject to discipline.

A. General Provisions

Employees who are not members of the Police Department will not be terminated for voluntarily seeking assistance for a substance ~~abuse misuse~~ problem. However, continued unacceptable job performance, attendance, and/or behavior problems ~~shall may~~ result in disciplinary action up to and including termination of employment;

- Any employee found to be in violation of any of the provisions of this policy shall be subject to the penalties contained herein;
- All employees shall be given a copy of this policy and required to sign a statement acknowledging receipt of this policy via the personnel manual acknowledgment form.

B. New Employee ~~Drug-Substance~~ Testing

All new employees shall be required to take a ~~drug-substance~~ test as a condition of employment during the onboarding process.

New Employees shall be terminated from employment and be disqualified from future employment consideration under the following circumstances:

- Refusal to submit to a required ~~drug substance~~ test; or
- A confirmed positive ~~drug-substance~~ test indicating ~~drug~~-use prohibited by this policy.

Newly hired employees of the Town shall agree to all provisions of the Town's ~~drug-and-alcohol-policy~~Drug, Alcohol and Tobacco Substance Policy when accepting employment with the Town of Berlin.

C. Full-Time & Part-Time Employee ~~Drug Substance~~ Testing:

All employees ~~shall may~~ be required to take a ~~drug-substance~~ test as a condition of continued employment in order to ascertain prohibited ~~drug-substance~~ use, as provided below:

1. A supervisor may order an employee to take a ~~drug-substance~~ test upon reasonable suspicion that the employee is or has been using ~~drugs-prohibited substances that impair or effect the employee's job performance in any way~~. A summary of the facts supporting the order shall be made available to the critical employee prior to the actual test;
2. A ~~drugsubstance~~ test may be administered as part of any regular physical examination required by the Town;
3. Random testing is administered as part of an approved "random" ~~substance~~drug-and-alcohol testing program.

D. ~~Drug-Substance~~ Testing Procedures

The Town Shall ensure that the third-party vendor performing testing analysis shall be certified by the State of Maryland or a state with similar regulations as Maryland. Moreover, the lab should be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrate proficiency in urinalysis and/or breathalyzer. The employee has the right to request the vendors methods for obtaining, handling, and testing specimens.

1. ~~The testing procedures and safeguards provided in this policy ensure the integrity of drug testing and shall be adhered to by any personnel administering drug tests.~~
2. ~~The laboratory selected to conduct the analysis shall be certified by the State of Maryland or a state with similar regulations as Maryland. Moreover, the lab should be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrate proficiency in urinalysis;~~
- 3.1. ~~Third-party vendor p~~Personnel authorized to administer ~~drug~~substance testings shall require a driver's license, or ~~other~~a government-issued photo identification ~~if the employee does not have a driver's license, from each employee to be tested before the employee enters the testing area.~~
4. ~~A pre test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result. For CDL drivers, the Medical Review Officer will contact the donor if medication could be a factor in a positive result.~~
5. ~~The bathroom facility of the testing area shall be secure.~~
- 6.2. ~~Where the employee appears to be unable or unwilling to give a specimen at the time of testing, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted to wait the prescribed time limit no more than eight (8) hours to give a sample during which time the employee shall remain in the testing center under observation. A reasonable amount of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test.~~
- 7.3. ~~CDL urine samples are automatically split and handled totally by a Federal-Certified Lab as set by the Federal Department of Transportation (DOT). Other Town employee urine samples are split at the lab, frozen, and kept for one year if a positive result occurs. Employees can request a specimen be sent to another lab for testing at the employee's expense.~~
8. ~~Specimen samples shall be sealed, labeled, and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab.~~
9. ~~Whenever there is reason to believe that the employee may have altered or substituted the specimen provided, a second specimen shall be obtained immediately, under the direct supervision of the testing personnel.~~

A. Reasonable Suspicion and Post-Accident Testing Procedures

- 1.B. ~~When there is reasonable suspicion that an employee has used or is under the influence of a drug or alcohol substance, a supervisor making the personal observation must immediately or as soon as possible document, which may include audio/visual recordings, or as soon thereafter as possible, the reasonable cause circumstance in the Supervisor's Report of Impaired Behavior- Reasonable Suspicion Form, which will contain a Statement of Consent to Substance Testing and can be found under Appendix B.~~

Commented [KJ8]: A form has been created as an appendix

1. ~~After the Supervisor's Report of Impaired Behavior is completed, arrangements must be made with an appropriate facility for the collection of breath and urine samples. The supervisor should meet with the employee believed to be under the influence.~~

2. ~~In the presence of a witness, make the following statement to the employee:~~

- a. ~~"I have been observing you and it appears that you have been using or are under the influence of alcohol or drugs. Since we are not doctors, we are requesting that you undergo a sobriety test and a drug screen test so that we can make an objective, medical determination of your condition."~~
- b. ~~"If you refuse to take these tests, you will be presumed to be under the influence of alcohol or drugs and your refusal will be considered as an admission of guilt, resulting in your termination."~~
- c. ~~"If you agree to take these tests and the results are negative, you will be compensated for all time lost."~~
- d. ~~"Do you understand?"~~
- e. ~~"Will you take the tests?"~~
- f.

~~If the supervisor has completed the Reasonable Suspicion Form and feels testing is warranted, the employee will be required to sign a Statement of Consent to Substance Testing. If the employee refuses to consent to the test, the employee should be requested to sign a Refusal to Submit to Drug/Alcohol Testing form.~~

3. ~~2. After employee consent is obtained, the Supervisor's Reasonable Suspicion Form is completed, arrangements must be made with an appropriate facility will be made for the immediate collection of breath and/or urine samples.~~

~~If the employee consents to the test,~~

4. ~~If the testing will take place at an off-site facility, the employee should be promptly escorted by a supervisory level staff member to an appropriate facility for the collection of breath and urine samples.~~

5. ~~A copy of the Specimen Collection Procedures should be provided to the employee.~~

6. ~~Upon arriving at the clinic, the clinic should be advised that you are there for reasonable suspicion drug/alcohol tests which will require the taking of breath and urine samples.~~

7. ~~The employee will be required to sign a Consent and Release form and may be requested to sign other consent forms required by the clinic. A copy of the Supervisor's Report of Impaired Behavior shall be maintained by the Town.~~

8. ~~Immediately after the urine specimens are obtained and without leaving the employee's sight, the individual specimen bottles shall, in the presence of the employee, be labeled and then initialed by both the clinic agent and the employee. The employee has an obligation to identify each specimen and initial the same. Each specimen should then be sealed, in the presence of the employee, with the initialed label.~~

9. ~~The lab personnel will then ensure that the urine specimens have been properly obtained, that the appropriate chain of possession procedures have been followed and have been documented in writing.~~
- 10.1. ~~Pending receipt and review of the results, the employee may be suspended with pay at the discretion of the Department Head after consultation with the Human Resources Director and the Town Administrator.~~
- 11.2. ~~Arrangements may be made for the transportation of the employee to his or her their home, as appropriate.~~
12. ~~The employee should then be advised that he will be suspended with pay pending results and review of the tests (upon receipt of a positive test result, the suspension will be converted to suspension without pay).~~
- 13.3. ~~If the results of the tests are "positive", the employee will be promptly notified of the same.~~
14. ~~The same procedures should be followed if the employee is involved in a reportable accident, regardless of whether impaired behavior is or is not observed. -~~

Alcohol

~~All employees shall be required to submit to alcohol testing upon a showing of reasonable suspicion during working hours for the Town of Berlin.~~

~~Notwithstanding the procedure set forth in Subsection D of this policy above, in the event the supervisor has such reasonable suspicion the employee has used alcohol during working hours, the supervisor shall require the employee to submit to a breath, urine, or blood test in order to test for the presence of alcohol use.~~

~~Any concentration of alcohol as determined by breath, urine or blood testing shall be classified as "confirmatory pending". An additional test shall be performed immediately thereafter to confirm the initial test result. Positive test results shall subject the employee to discipline, which may include termination of employment.~~

~~Upon notice of reasonable suspicion, a refusal to submit to a test at the request of a supervisor shall be considered a violation of this policy and shall subject the employee to discipline contained herein.~~

Drug and Alcohol Testing Methodology

~~The testing or processing phase shall consist of a two-step procedure:~~

- ~~1. Initial screening test; and~~
- ~~2. Confirmation test.~~

~~The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; it will be classified as "confirmation pending". Notification of test results to the Human Resources Director will be held until the confirmation test results are obtained.~~

~~A specimen testing positive will undergo an additional confirmatory test.~~

The drug screening tests selected shall be capable of identifying all major drugs of abuse as required under DOT regulations.

Any employee who breaches the confidentiality of testing information shall be subject to discipline.

A. Drug and Alcohol Substance Test Results

All records pertaining to Town required ~~drug and alcohol substance~~ testings shall remain confidential and shall not be provided to other employees of the Town.

~~Drug and alcohol Substance~~ test results and records shall be stored and retained in compliance with State and Federal laws.

A. ~~Tobacco~~ Smoking and Smokeless Product Use

The Town of Berlin is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees and citizens. The following tobacco use policy has been adopted and shall apply to all Town of Berlin properties. The following guidelines will apply to smoking and the use of smokeless tobacco. For the purposes of this policy, smoking will be defined as the "act of lighting, smoking or carrying a lighted or smoldering, cigar, cigarette or pipe of any kind." The guidelines will also apply to non-tobacco smoking products (e.g. clove cigarettes), "vape" products and non-tobacco smokeless products (e.g. ~~mint~~ snuff or chew) that necessitate the user to spit waste or byproduct.

It shall be the policy of the Town of Berlin that the use of ~~all tobacco~~ products as described above will be prohibited on and in any Town of Berlin property. ~~The use of tobacco products shall be prohibited anywhere on Town-owned property,~~ including but not limited to buildings, grounds and parking lots leased, owned, or operated by the Town of Berlin. ~~Tobacco use is also prohibited in all,~~ as well as leased or owned Town vehicles and equipment.

Compliance with this policy by all employees is expected based on our commitment to a healthy work environment. Emphasis will be placed on creating a positive and healthy culture, ~~free of tobacco~~, and should be a cooperative effort, encouraged by all employees. Non-compliance with this policy will be handled in the same manner as any other policy violation and is subject to disciplinary process.

A. Penalties

With the exception of Police Department sworn Officers, violations of this policy or any part herein will subject the employee to discipline pursuant to the Town of Berlin disciplinary procedures and may additionally result in one or more of the following:

1. Employee may be required to seek counseling;
2. Employee may ~~have to be required to~~ submit to random testing;
3. Employee may have their pay rate adjusted and be demoted;
4. Employee may be placed on probationary status; or
5. Employee may be terminated.

The Town of Berlin Police Department shall discipline its law enforcement officers in accordance with the Law Enforcement Officers' Bill of Rights.

A. Supervisor Training

The Town of Berlin shall develop a program of training to assist supervisory personnel in identifying ~~drug and substance abuse~~ misuse among employees. Such training will be directed towards helping supervisors to recognize the conduct and behavior giving rise to a reasonable suspicion of ~~drug and alcohol use~~ such misuse, and be aware of those employees who pose an immediate safety threat, communicate the Town policy on ~~drug and alcohol use~~ drug, alcohol, and other substances misuse, indicate available employee assistance resources, communicate how a supervisor is to deal with an employee suspected of ~~drug and alcohol use~~ such misuse, and communicate how and when to take disciplinary action.

A. Employee Education

The Town will conduct the education of employees via discussion of the Town policy, training videos, pamphlets, instructor-led sources, communication of available employee assistance programs, and communication of available health benefits under the Town's group health insurance for the treatment of ~~drugs and alcohol~~ substance misuse.

3.11 Political Activities

Regarding Town of Berlin Municipal Elections:

No Town of Berlin employee shall make any contribution to the campaign funds of any political party or any candidate for public office ~~within a Town of Berlin election~~ or take any part in the management, affairs, or political campaign of any political party or candidate for public office, further than in the exercise of ~~their~~ his right as a citizen to express ~~their~~ his opinion and to cast their vote.

Regarding any election or other political matter:

~~Any~~ No Town of Berlin employee, ~~who meets with or may be observed by the public or otherwise represents the Town to the public,~~ while performing the regular duties of their job, may ~~not~~ wear or display any ~~button, badge, or sticker item~~ relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Town property or Town time, a contribution, ~~petition signature, or other political activity~~ for a ~~partisan~~ political cause.

3.12 Sale of Public Information

No Town of Berlin employee, officer, or agent may sell, offer for sale, or solicit or receive any payment for public information, Town record, official or unofficial data or documents regardless of whether said information is in its original form, has been aggregated or segregated, or summarized or otherwise altered; nor participate in any such activity on behalf of a third party (other than as part of such employee's job). This prohibition shall not affect the sale of certain official published documents offered for sale by the Town or normal charges for reproduction expenses where said charges are to be deposited to the credit of the Town.

3.13 Use of Town Position for Promotional Purposes

No Town employee, officer, or agent may use their position for the promotion of any activity or the raising of funds for any activity not previously designated by the Mayor and Council as a Town activity. In addition, Town employees, officials, and agents not engaging in such activities, shall make every effort not to create the appearance of using their position in such a way; being particularly cognizant that one is under continual public scrutiny while in Town vehicles, on Town property, on Town assignment or in Town uniform.

3.14 Dress Code

It is the policy of the Town of Berlin that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, business-like image to the public. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. [Department Heads shall make the determination of the appropriateness of attire or other attributes of appearance.](#)

The personal appearance of office workers is to be governed by the following standards:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments.
- The wearing of suggestive attire, ~~dungarees, jeans,~~ shorts, ~~flip-flops,~~ ~~graphic printed~~ T-shirts, attire displaying lewd or suggestive messages, and similar items of attire ~~are~~ is not permitted; as they do not present a businesslike appearance. ~~On Casual Friday, e~~Employees ~~are~~will be permitted to wear business casual attire items such as denim or jeans; however, a neat and business-like appearance must be maintained.
- Hair should be clean, ~~and neat. combed, and neatly trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length.~~
- Sideburns, mustaches, and beards should be neatly trimmed.

The personal appearance of field employees is to be governed by the requirements of safety and comfort but should still be as neat and business-like as working conditions permit. Department Heads shall make the final determination of the appropriateness of attire, but the following conditions shall apply regardless:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments/industries. The wearing of suggestive attire, flip-flops, attire displaying lewd or suggestive messages, and similar items of attire are not permitted; as they do not present a business-like appearance ~~and may impact the safety of the employee.~~ [All apparel and hair styles must be in consideration of safety.](#)

Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job.

Any employee who does not meet the standards of this policy will be required to take corrective action immediately, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

3.15 Use of Town Owned Computers, ~~Phones,~~ and Other Electronic Devices

The use of Town-owned computers, ~~phones, other electronic devices,~~ and networks owned or controlled by the Town of Berlin is a privilege that requires each user to act responsibly and ethically. Because electronic information is volatile and easily reproduced, users must exercise care in acknowledging and respecting the work of others through strict adherence to software licensing agreements, copyright laws, and Town policy including those that may also apply to personal conduct.

Users do not own accounts on Town office computers but are granted the privilege of exclusive use. Under the Electronic Communications Privacy Act of 1986 (Title 18, U.S.C. section 2510 et. Seq., as from time to time amended), users are entitled to privacy regarding the information contained on these accounts. However, system administrators or other Town employees are allowed to access user files in the normal course of their employment when necessary to protect the integrity of the system or rights or property of the Town. User files and other data contained or associated with Town-owned computers, cellular devices, phones, and other electronic devices are generally considered to be subject to disclosure under the Freedom of Information Act or Public Information Act. User files are subject to search by law enforcement agencies under court order if such files contain information that may be used as evidence in a court of law or in conjunction with a law enforcement investigation.

Misuse of computing, networking, or information resources may result in the loss of computing and/or network access and may be subject to disciplinary and/or legal action ~~– Additionally, misuse can be prosecuted~~ under applicable statutes. Users may be held accountable for their conduct under any applicable Town regulation. Illegal production of software or any other intellectual property protected by U.S. Copyright Law is subject to civil damages and criminal punishment including fines and imprisonment. When accessing remote resources from Town computers, users are responsible for obeying both the policies set forth in this document and the policies of the other organizations.

If the employee has been issued any electronic equipment, such as laptops, cellular devices, or tablets, they are to return the equipment in proper working order upon the termination of employment. The employee may be held financially responsible for lost or damaged equipment if the employee was found to be negligent with the equipment issued to them. Failure to return the equipment will be considered theft and may lead to criminal prosecution.

The Town of Berlin will provide employees with the opportunity for training on all issued electronic devices and cyber security. It is the employee's responsibility to take advantage of such training and to request further training as needed.

The following actions are prohibited:

- Unauthorized use of ~~a computer~~ accounts or devices;
- Using the Town network to gain unauthorized access to any ~~computer system device or system;~~

- Connecting unauthorized equipment to the Town network, which includes all personally owned equipment or installing unauthorized software programs. All equipment and software must be authorized by the Town Administrator **prior** to installation or connection;
- Unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data;
- Knowingly or carelessly performing an act that will interfere with the normal operation of computers, terminals, peripherals **devices**, or networks;
- Knowingly or carelessly running or installing on any computer system or network, or giving to another user a program intended to damage or to place excessive load on a computer system or network. This includes but is not limited to programs known as computer viruses, Trojans, ~~and~~ worms, **malware, and ransomware**;
- Violating terms of applicable software licensing agreements or copyright laws;
- Using Town resources for commercial activity such as creating products, services for sale, or any type of solicitation;
- Using electronic mail to harass or threaten others, including the sending of any repeated, unwanted e-mail to another user;
- Initiating or propagating electronic chain letters and in appropriate mass mailings such as newsgroups and spamming;
- Forging the identity of a user or machine in electronic communication;
- Transmitting, **accessing**, -or reproducing materials that are slanderous or defamatory in nature or that otherwise violate existing laws or Town regulations;
- Transmitting, displaying, or accessing obscene, lewd, or sexually harassing images or text on a Town-owned or controlled **computer devices** or networks;
- Attempting to monitor or tamper with another user's electronic communications, or reading, changing or deleting another user's files or software without the explicit agreement of the owner.

Under no circumstances is an employee allowed to utilize the Town's **devices, computer systems, or network to engage in activity that is illegal under local, state, or federal law.**

Any employee who knows of any violations of this policy should notify -their Department Head or the Town Administrator. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

Employees will be required to sign for Town-issued equipment.

3.16 — Blogging

~~Blogging by employees, whether using the Town's property and systems or personal computer systems, is also subject to the terms and restrictions as set forth in this document. Limited and occasional use of the Town's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Town policies, is not detrimental to the Town's best interests, and does not interfere with an employee's regular work duties.~~

3.17 Social Media & Blogging

Social Media Policy for Employees

The Town does not prohibit employees from establishing and maintaining personal social media accounts. However, employees must ensure that their social media activities comply with the Standards and other applicable laws and policies.

Social media policies include:

- When employees are on-duty, they shall use official time in an honest effort to perform official duties, and that they use town property only to perform official duties, unless they are authorized to use town property for other purposes. This limits the extent to which employees may access and use their personal social media accounts while on duty. Some employees are authorized to access their personal social media accounts while on duty to access Town social media accounts.
- In general, employees are prohibited from using their official titles, positions, or any authority associated with their public offices for private gain. In evaluating whether a reference to an employee's official title or position on social media violates these policies the Town's Ethics Commission must consider the totality of the circumstances to determine whether a reasonable person with knowledge of the relevant facts would conclude that the employee is in violation of the policy. An employee does not, for example, create the appearance of government sanction merely by identifying their official title or position in an area of the personal social media account designated for biographical information.
- It is not a misuse of position for employees to recommend or endorse someone, for example a job seeker, merely because they have provided their official titles or positions in areas of their personal social media accounts that are designated for biographical information. Employees generally should not, however, affirmatively choose to include a reference to their title, position, or employer in a recommendation.
- Generally, employee's are not prohibited from discussing or sharing government information that is publicly available already. Employees may not, however, accept compensation for statements or communications made over social media that relate to their official duties.
- It is recommended that employees do not engage in social media postings that may be seen as argumentative in nature when the topic is in reference to Town business.
- As a general rule, fundraising solicitations over social media are permissible so long as the employee does not "personally solicit" funds from a subordinate or a known prohibited source as described above.

Bloggging by employees, whether using the Town's property and systems or personal computer systems, is also subject to the terms and restrictions as set forth in this document. Limited and occasional use of the Town's systems to engage in bloggging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Town policies, is not detrimental to the Town's best interests, and does not interfere with an employee's regular work duties.

3.17 Use of Town Owned Vehicles

General Guidelines:

Commented [K9]: Pulled this from the federal employee handbook then made several edits to fall in line with our terminology.

The purpose of this policy statement is to define the responsibilities and obligations of town employees who drive town-owned vehicles. In departments, such as police, where driver and vehicle safety standards already exist that are more stringent or governed by state or federal mandates, the more stringent policy will apply.

The Town of Berlin expects each department head to:

- Provide the proper vehicle for each job.
- Provide proper training for the vehicle operator.
- Maintain vehicles in proper working order and safe mechanical condition.
- Enforce vehicle policy guidelines within each department.

Employees who operate Town-owned vehicles are responsible for:

- Operation of the vehicle in a courteous and safe manner.
- Obeying all traffic laws, including adherence to speed limits, the wearing of seat belts at all times and the hands-free use of mobile devices.
- Driving defensively for the prevention of accidents caused by the improper action of other drivers, pedestrians, and/or adverse road conditions.
- Informing the department head if their driver's license is suspended or revoked for any reason.
- Checking with their doctor if taking prescription or over-the-counter medications that may affect the ability to operate a vehicle.
- Maintaining an acceptable driving record.
- Notifying the department head/supervisor immediately in the event of an accident involving a town-owned vehicle.
- Notifying the department head/supervisor of any problem (damages, mechanical, cosmetic, etc...) with the vehicle as soon as the problem is detected.
- Using daytime running lights on all town-owned vehicles.

Payment of traffic tickets, including speeding or other moving or parking violations, will be the responsibility of the employee operating the vehicle at the time of the violation, unless some other extraordinary circumstance occurs.

~~Effective October 1, 2010, the Town of Berlin will comply with the new Maryland Law as it relates to the usage of wireless telephones and similar devices. This law states, "A driver of a motor vehicle that is in motion may not use the driver's hands to use a handheld telephone other than to initiate or terminate a wireless telephone call or to turn on or turn off the handheld telephone. It is, therefore, a legal requirement to not use a wireless telephone or similar device not only as it relates to operating Town Vehicles but to any motor vehicle.~~

The Mayor and Council has adopted the following policy regarding the personal use of town-owned vehicles:

- For operational reasons, ~~Department Heads designated personnel~~ have been ~~designated~~ authorized to drive a town-owned vehicle to and from their residence for work purposes and Town-related activities. This shall be the only authorized use of the vehicle. Individuals driving Town vehicles may have occasions where an incidental stop is necessary between commuting/operational stops. Such use shall not be considered to be in violation of this policy.

- The Town requires that no personal items other than incidentals be stored in the vehicle. The vehicle is to be locked each night with work articles stored either in the lock box or trunk during times when the vehicle is not in use. The town vehicle shall be parked either in the employee's driveway or legally parked in front of the employee's residence.
- The Town will compute a daily value for the commuting which will be included in the employee's W-2 at the end of the calendar year. Such amount will be the minimum allowed by federal income tax laws.
- Only authorized town employees are permitted to operate the town vehicle.
- Exceptions to the above may be authorized by the Town Administrator on a case by case basis.

Calculation of the Value of Personal Use of Town Owned Vehicles

The Mayor and Council has adopted the following policy regarding computation of the taxable value of the personal use of Town-owned vehicles:

- The personal use of Town-owned vehicles will be computed at the end of each pay period at the per day rate of \$3.00 per day according to IRS Commuting Rule guidelines and further defined in
- The Town requires the employee to provide a complete accounting for the personal use of the vehicle to be submitted with the timecard for each period.
- The Town will withhold Social Security (FICA/Medicare), State, and Federal taxes from each regular paycheck based upon the accounting of personal use for each period.

Vehicle Fuel Conservation

The Town of Berlin will at all times pursue all avenues of fuel conservation. Fuel conservation measures will not disrupt services to the health, welfare, and safety of Town residents. Town vehicles will be managed with priority given to fuel conservation.

During a national fuel crisis, departments will be allocated fuel based on the priority of their use and Town fuel allotments. During a national fuel crisis, Town vehicles are prioritized as follows (priority listed in descending order):

- Emergency vehicles
- Health and safety vehicles
- Operational vehicles
- Administrative vehicle
- Take-home vehicles

The Town Administrator will be responsible for establishing priority ranking of Town programs for fuel allocations during a fuel crisis.

Department Directors will be responsible for developing and implementing internal departmental fuel conservation policies and procedures that ensure that:

- A process for prioritizing and "pooling" the use of fleet vehicles by employees under their supervision which allows for the close monitoring of fuel consumption by their department;

- Developing internal policies and procedures relative to fuel conservation and monitoring consumption that will ensure strict compliance of these policies and procedures;
- Developing operational plans that ensure that high priority program services essential to Town residents are not disrupted;
- Educating Town personnel under their supervision on proper vehicle operation to ensure maximum fuel savings;
- Consideration of fuel economy with regards to vehicle purchases;
- When appropriate, assigning the most fuel-efficient vehicles to employees who have high mileage driving records (except Public Safety);
- Coordinating travel to ensure maximum "pooling" of trips;
- Monitoring vehicle Preventive Maintenance Program to ensure that vehicle scheduled maintenance is performed at established intervals;
- Monitoring, on an ongoing basis, fuel consumption by department and reporting this information to the Town Administrator quarterly.

Vehicle Operators will be responsible for:

- Operating Town vehicles in a manner that will ensure maximum fuel savings including compliance with the following fuel-saving tips;
- Eliminating unnecessary trips;
- Planning all travel routes to ensure maximum fuel savings;
- Removing excess weight from vehicle;
- Operating vehicle at the posted speed limit or lower based on road conditions;
- Avoiding unnecessary idling of vehicle;
- Developing and maintaining proper driving habits, i.e., over acceleration, avoiding constant braking;
- Inflating tires properly;
- Ensuring regularly scheduled preventive maintenance is completed for the assigned vehicle.

3.18 Performance Reviews

The Town of Berlin may implement a formal employee evaluation or performance review system to be conducted by the Town Administrator, Department Heads and/or other supervisory personnel.

It is the policy of the Town that the job performance of each employee should be evaluated, whether formally or informally, periodically by the employee's supervisor.

Department Heads or supervisors should complete performance appraisals upon the following occasions:

- By the end of the first six months of employment
- Prior to the annual salary review or on the anniversary date of employment
- When the employee is assigned to a new supervisor

If a performance appraisal has been completed within one month prior to one of the above occasions, a new appraisal need not be completed.

Commented [MB10]: Need to review

Commented [MB11R10]: If a formal process of regular, written evaluations is implemented then it must mean something.

Between ~~scheduled~~ performance reviews, Supervisors should discuss with the employees on an informal basis any performance issues that warrant attention and shall keep records of any significant incidents.

Supervisors ~~in~~ evaluating employees should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity, and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.

Department Heads shall review each supervisor's written evaluation to help assure that the evaluation function has been properly completed in as fair and objective a manner as possible.

After any written evaluation has been reviewed by the Department Head, the supervisor and employee shall meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the Town Administrator for review and inclusion in the employee's personnel file.

Department Head evaluations shall be conducted by the Town Administrator. After any written evaluation has been concluded by the Town Administrator, the Town Administrator and Department Head shall meet and discuss the evaluation, assess strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The Department Head should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The Department Head and Town Administrator should then sign and date the evaluation and forward it to the Mayor for review and inclusion in the employee's personnel file.

Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

3.19 Community Participation

It is the policy of the Town to encourage employees to participate in the community service affairs of charitable, educational, religious, fraternal, ~~and~~ civic organizations provided that employee participation in community activities does not adversely affect the employee's job performance, is not detrimental to the Town's interests and does not place the employee in the position of serving conflicting interests as determined by the Mayor and Council.

Time spent on community affairs, when not undertaken at the request of management, should normally be outside of the employee's regular working hours and, therefore, will not be considered hours of work for pay purposes. Employees serving as volunteers with the Berlin Fire Company who are able to respond to emergency calls for service during the employee's normal working hours will be compensated by the Town for the time spent responding to and assisting with calls for service at the employee's straight-time rate of pay and for the applicable hours within the employee's normal work schedule.

The Town may identify certain community activities in which it wants to be represented and then designate the employees it will sponsor for participation or membership in such organizations. Employees so designated will represent the Town in the organization and will be expected to promote the Town's interests. Under these circumstances, time spent on the community activities will be considered hours worked for pay purposes.

Employee-initiated participation in community affairs that involves an extended period of time away from the job should be handled in accordance with the provisions contained in Section 6.15.

Employees have a responsibility when expressing opinions in a public forum to make clear whether the opinion is a personal one or one representing the Town. Any public communication which might be considered as representing the Town's position must be approved in advance by the Town Administrator or Department Head. Employees are not to discuss internal confidential affairs in any public forum.

END OF SECTION

SECTION 3 EMPLOYEE CONDUCT

3.01 General Employee Work Practices

It is the policy of the Town of Berlin that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the Town and for the benefit and safety of all employees. Conduct that is unsafe interferes with operations that discredit the Town, or that is offensive to customers or coworkers will not be tolerated.

Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Town. Such conduct includes:

- Reporting to work punctually and fit for duty while being at the proper workstation at the assigned start time.
- Giving proper advance notice whenever unable to work or report on time. Notifying the Department Head or supervisor before leaving work due to illness. Remaining at their workstation until relieved or dismissed when operations for a department are continuous or subject to shift hours.
- Performing assigned duties and reporting to their Department Head any conditions or circumstances, including inadequacies in the instructions or the procedures specified for work assignments, which will prevent or inhibit the employee from effectively performing their duties.
- Exercising reasonable care and caution in the operation of any Town equipment or property so as not to cause excessive deterioration or unnecessary damage.
- Wearing appropriate clothing for the work being performed, including all safety clothing and equipment that the Town or Department requires.
- Maintaining a safe workplace and work area that is clean and orderly.
- Performing assigned tasks safely and efficiently and in accordance with established safety policies.
- Treating all customers, contractors, vendors, visitors, and coworkers in a courteous manner.
- Refraining from any behavior or conduct deemed to be offensive or undesirable, or which is contrary to the Town's best interests.
- Reporting to the Department Head, supervisor, Human Resources Director, or Town Administrator any suspicious, unsafe, unethical, or illegal conduct by coworkers, contractors, customers, or suppliers.
- Fully cooperate with any Town investigation and/or inquiry as may be required.
- Obeying and complying with all Town, State, Federal, and local ordinances, laws, and statutes, as well as all written and verbal Town and Department policies, procedures, and work rules.

The following conduct is prohibited and may subject the individual involved to disciplinary action up to and including termination.

- The reporting to work under the influence of alcoholic beverages or other substances, legal or illegal, including prescribed medication which impairs the individual and which use has not been disclosed to the supervisor or Department Head, or the use, sale, dispensing, or possession of alcoholic beverages, products containing THC, illegal drugs and narcotics, or other substances on Town premises.
- The use of abusive or offensive language.
- The possession of firearms or other weapons that are not work-related on Town property.
- Insubordination or the refusal by an employee to follow a superior's reasonable and safe instructions concerning a job-related matter or task. Fighting or assault for any reason.

- Theft, destruction, damage, defacement, or misuse of Town property or of another employee's, customer's, contractor's, or vendor's property.
- Gambling on Town property.
- Falsifying or altering any Town record or report, including but not limited to, an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.
- Horseplay, pranks, or practical jokes of an offensive or disruptive nature to fellow employees or the public.
- Sleeping during hours assigned for work purposes.
- Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
- Improper or offensive attire or inappropriate personal appearance.
- Engaging in any form of sexual or other harassment or activities.
- The conduct of soliciting, political activity, or any other outside organizational activities on Town premises or while on duty.
- Disclosure of confidential information, including but not limited to employee and customer records or information.
- Use of the employee's position with the Town to coerce others, solicit customers, or trade for their own personal business or for personal gain in any way.
- Conduct during off-duty hours in any way that would be injurious to the Town service, the public interest, or which would inhibit the effective performance of the employee's official duties.
- Failure to maintain a Town-required license or certification or a State or Federal license or certification that is required for the performance of the employee's duties, whether that failure is a result of on-duty or off-duty activities. If a required license or certification is no longer maintained the employee will be responsible for notifying their employer immediately.

The examples above are intended to illustrate the type of behavior that will not be permitted but are not intended to be an all-inclusive listing. Any violation of the Town's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action or, in some instances, termination.

3.02 Employee Ethics

The Town of Berlin expects all employees to engage in ethical behavior. Employees' behavior is a direct reflection upon the ethics and integrity of the Town. The Code of the Town of Berlin Chapter 2, Article II. "Ethics Provisions" defines the purpose and policy of the Town of Berlin regarding Ethics and includes language defining acceptable and non-acceptable actions of Town of Berlin employees, elected officials and others. Generally, some of the provisions of the Ethics Provisions include, but are not limited to:

- Participation on behalf of the Town in any matter which would have a direct financial impact on them, their spouse, or dependent child or a business entity with which they are affiliated;
- Hold or acquire a significant interest in a business entity that has or is negotiating a contract with the Town or is regulated by their agency without disclosing the same;
- Be employed by a business entity that has or is negotiating a contract with the Town or is regulated by their agency without disclosing the same;

- Hold any outside employment relationship that would impair their impartiality or independence of judgment;
- Represent any party, for a contingent fee, before any Town body;
- Within one year following the termination of Town services, act as a compensated representative of another in connection with any specific matter in which they participated substantially as a Town official or employee;
- Solicit or accept gifts of any value from any person who has or is negotiating a contract with the Town or is regulated by its agency, except where such gifts would not present a conflict of interest as determined by the Ethics Commission. Gift includes the transfer of anything of economic value, regardless of form, without adequate and lawful consideration;
- Use the prestige of their employment with the Town for their own benefit or that of another; or,
- Use confidential information acquired in their official Town position for their own benefit and that of another.

Employees are encouraged to familiarize themselves with the Ethics Provisions of the Town Code and to discuss any questions they may have with their Department Head, Human Resources Director, or the Town Administrator. Employees who violate this policy shall be subject to disciplinary or legal action up to and including termination of employment and/or the fullest penalty allowed by law.

All Town of Berlin employees are required to file an annual gift disclosure no later than April 30 of each calendar year disclosing any gifts received during the preceding calendar year from any person having a contract with the town or any person regulated by their agency. The statement shall identify the donor of the gift and its approximate retail value at the time of receipt.

3.03 Employee Personnel Records

A personnel file for each employee is kept by the Human Resources Director, and access is limited to the Human Resources Director, the employee's Department Head, and the Town Administrator. Department Head level personnel files may be subject to review by the Mayor and/or Councilmembers as appropriate. An employee's personnel file contains the employee's name, title and/or position held, job description, department to which the employee is assigned, salary, changes in employment status, training received, performance evaluations, personnel actions affecting the employee, including disciplinary action, and other pertinent information.

An employee may request an appointment to review certain documents in their file in the presence of the Human Resources Director, during regular office hours. Certain documents, approved by the Human Resources Director, may be copied but not removed from the file. Work references from prior employers will not be made available to the employee. Information about age, sex, race, marital status, or other personal data or vital statistics may be on file for a bona fide occupational or benefit purpose, but in no instance can such information be used in a manner adverse to employment status; such information is strictly protected by the Human Resources Director.

Adverse material may be placed in the file only if the affected employee has reviewed and received a copy of the material or waived their rights to a copy in writing. Personnel files are kept confidential to the maximum extent permitted by law. Except for routine verifications of employment, no information from an employee's personnel file will be released to the public, including the press, without a written request for specific information or by a Court Order or legal process. If information pertaining to an employee's personnel file has

been requested by an outside agency, even if court-ordered, the Human Resources Director will notify the employee of that request as soon as practical.

3.04 References

The Town, without express written consent of the employee, does not give employment references, other than to confirm the employee's dates of employment, job title(s), and latest salary. Only the Human Resources Director will provide employment references for current or former Town employees.

3.05 Solicitation

The Town limits access to Town employees on the job for purposes of solicitation and distribution on its premises, the Town having determined that such activities interfere with normal operations and pose a threat to security.

Persons except as herein authorized are prohibited for soliciting funds (or signatures), conducting membership drives, distributing literature or gifts, offering to sell merchandise or services, or engaging in any other solicitation, distribution, or similar activity of Town employees while such employees are on the job. Employees are prohibited from participating in such unauthorized activities.

The Mayor and Council may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employees who wish to volunteer their assistance in these fund drives are encouraged to do so strictly on a voluntary basis. Retaliation or discrimination against employees who choose not to volunteer is strictly prohibited.

Department Heads may permit employees to engage in solicitation only if:

- Solicitation by employees is indirect so that employee participation is entirely voluntary and in a common area, such as a break room, where all employees are permitted to participate, but only during break or lunch period, or before and after work. Direct solicitation, whether verbal or written, is prohibited. Town department mailboxes may not be used for solicitation or distribution of notices or goods;
- Distribution of notices or goods permitted by this policy does not occur during work time or in a work area and does not cause litter on Town property; and
- Solicitation and distribution does not occur by off-duty employees returning to the work areas of the Town premises.

Solicitation and distribution by non-employees are strictly prohibited.

3.06 Harassment

The Mayor and Council of the Town of Berlin are committed to maintaining a work environment that is free of harassment. All employees are reminded that every employee, at all times, should be treated courteously by fellow employees so that they are free from harassment of any kind. Actions, words, jokes, or comments based on an individual's gender, race, color, ancestry or national origin, age, religion, disability, sexual orientation,

sexual identification, genetic information, pregnancy, marital status, military service or any other legally protected characteristic will not be tolerated.

Harassment is defined as unwelcomed or unsolicited verbal, physical, or sexual conduct that interferes with an employee's job performance or which creates an intimidating, offensive, or hostile work environment. Other prohibited practices include:

- Inappropriate touching, hitting, pushing, other aggressive physical contact, or threats to take such action.
- Asking questions or making comments that unnecessarily infringe upon personal privacy, or are offensive, sexist, off-color sexual remarks, jokes, slurs, propositions, and/or comments that disparage a person or group on the basis of age, color, creed, disability, ethnic background, gender or gender-identification, military service, national origin, pregnancy, race, religion, or sexual orientation.

Sexual harassment is a form of misconduct, which undermines the integrity of the employment relationship. Each employee of the Town is entitled to a work environment, which is free from intimidation and sexual harassment. The Town shall not tolerate any form of sexual harassment by any employee.

Harassment refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, and that debilitates morale, therefore interfering with the work effectiveness of its victims and their coworkers. The following are some examples of practices that are prohibited in the workplace:

- Verbal sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats.
- Non-verbal derogatory or suggestive sounds, leering, whistling, posters, cartoons, photographs, calendars, graffiti, drawings or other materials, or gestures.
- Unwanted physical contact such as touching, pinching, brushing against the body, coerced sexual intercourse or assault.
- Unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature as a condition of employment for any applicant or employee.
- Making the submission to or the rejection of such conduct the basis for an employment decision affecting an applicant or employee.
- Creating an intimidating, hostile, or offensive working environment by such conduct.
- The use of racially charged symbols such as nooses, swastikas, and burning crosses.
- The use of racially charged derogatory words, phrases, or epithets.
- Demonstrations of a racial or ethnic nature such as the use of a gesture.
- Displaying pictures or drawings which would offend a particular racial or ethnic group.
- Comments about an individual's skin color or other racial or ethnic characteristics.
- Making disparaging remarks about an individual's gender that are not sexual in nature.
- Negative comments about an employee's religious beliefs or lack of religious beliefs.
- Expressing negative stereotypes regarding an employee's birthplace or ancestry.
- Negative comments regarding an employee's age when referring to any employee who is 40 years of age or older.
- Derogatory or intimidating references to an employee's mental or physical impairments.
- Sending e-mails or text messages that are racially or ethnically charged.

Anyone who feels that they have been harassed under any of the above-mentioned formats should document and report such incidents to their supervisor, department head, or Human Resources Director, or if the complaint involves that individual they should report the incident to the Town Administrator. If the incident involves the Town Administrator the report should be made to the Mayor.

The Town Administrator or designated representative shall investigate all alleged violations of this policy. The investigation of all complaints will be handled in a timely and confidential manner. Information concerning the complaint will not be released by the Town to any third party or to any Town employee who is not involved with the investigation of the complaint. Employees are prohibited from discussing the complaint outside the investigation process. The purpose of this provision is to protect the confidentiality of the complaint, to encourage the reporting of any incidents of harassment, and to protect the reputation of any employee that may have been wrongfully charged with harassment. The investigation of the complaint will normally include interviewing the parties involved and any named or apparent witness.

Employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or providing information during a complaint investigation. This includes both direct retaliation or reprisal, or the encouragement of others to engage in retaliation or reprisal against any person who:

- Opposes any conduct prohibited by this policy.
- Complies or encourages others to comply with any provision of this policy.
- Files a complaint concerning any violation of this policy.
- Testifies, assists, or participates in any investigation or hearing resulting from a complaint under this policy.
- Exercises or attempts to exercise any right conferred under this policy.

Any employee who is found to have violated this policy, or intentionally falsifying a claim of harassment, will be subject to appropriate disciplinary action, up to and including termination of employment. Disciplinary action taken against a member of the Berlin Police Department will be done in accordance with the Law Enforcement Officer's Bill of Rights.

3.07 Safety

It is the policy of the Town to comply with all applicable federal, state, and local health and safety regulations and to provide a safe work environment free from recognized hazards. Employees shall comply with all safety and health requirements whether established by the Town or by federal, state, or local law.

Every employee is responsible for maintaining a safe work environment and following the Town's safety rules and any other appropriate safety rules set forth by the department. Negligence in adherence to on-the-job safety standards will be considered grounds for discipline and/or termination. Each employee shall promptly report all unsafe or potentially hazardous conditions to the Department Head.

The Human Resources Director shall oversee the Town's safety policies and procedures. The Human Resources Director's responsibilities include:

- Monitoring compliance with Town safety rules and regulations and the applicable safety and health standards established as a result of the Occupational Safety and Health Act (OSHA) and any other applicable federal, state, or local employee safety laws or regulations.

- Representing the Town during investigations conducted by the OSHA, by any other federal, state, or local safety and health personnel, or by insurance underwriting representatives.
- Organizing the safety training and retraining of employees in conjunction with the appropriate Department Head.
- Monitoring compliance with the various requirements established by any law or by the organization's insurance carrier relating to recordkeeping and the retention of records.
- Posting notices as may be required by law or by the organization's insurance carrier; and
- Upon request, evaluating and report to the Mayor and Council the effectiveness of the Town's safety programs.

Each department may have its own safety rules specific to its operation posted at all times in clear view. A copy of the department safety rules must be presented to employees in writing on the first day of work in the department or when published, whichever comes first. The Department Head will also furnish a copy of the department safety rules to the Human Resources Director.

Every Department Head is responsible for the safety and well-being of employees by eliminating known or reported hazardous conditions and/or acts as soon as possible. Department Heads and supervisors are responsible for ensuring that employees understand and comply with all Town safety rules, regulations, and procedures. Supervisors' safety responsibilities include, but are not limited to:

- Being familiar with all safety and health procedures relevant to the operations under their supervision.
- Inspecting their work areas periodically.
- Training their employees in safety matters or arranging for such training where appropriate.
- Identifying and correcting conditions that are recognized in the Town's operations as being unsafe.
- Immediately reporting accidents and injuries to the Human Resources Director, or the Town Administrator in their absence, and ensuring that any injured employee is referred to the appropriate medical facility.

Employees shall report to their supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to employees or customers.

Employees are encouraged to submit suggestions to their supervisor concerning safety and health matters.

The Town will provide special and/or protective clothing or equipment or reimburse for it when such clothing or equipment is required by law or by Town policy. Employees are responsible for the proper use and maintenance of such clothing and equipment. Please refer to the reimbursement schedule as provided in Appendix A.

Supervisors shall not discharge or discriminate in any manner against an employee because the employee has instituted a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right provided by law. Employees may accompany government safety compliance officers during so-called "walk around inspections", but they will not be compensated for such time unless specifically assigned the task by management.

Supervisors shall provide the following “right-to-know” information to employees, who are exposed to known toxic substances, and recognized harmful physical agents, at the time they are first hired and at least annually after that:

- The existence, location, and availability of any employee exposure or medical records pertaining to employees exposed to toxic substances or harmful physical agents which are maintained by or for the Town;
- The identity of the person responsible for maintaining and providing access to such records; and
- The right of each employee or the employee’s designated representative to examine and copy such records.

These employees also should be notified that they may be required to submit to medical examinations and tests at intervals determined by the length of their time on the job and whenever there is reason to believe that they were exposed to toxic substances or harmful physical agents. Copies of the OSHA regulations requiring access to employee exposure and medical records are available in the office of the Human Resources Director for examination.

Violations of Town safety rules, regulations, or procedures will result in disciplinary action, up to and including termination.

3.08 On the Job Injuries

Prompt, quality treatment is a top priority when an employee is accidentally injured on the job. To ensure a high level of care with minimum inconvenience, employees are encouraged to follow these guidelines:

Any on-the-job injury involving loss of consciousness, inability to stand, severe blood loss, penetrating chest or abdominal wounds, severely deformed limb(s), or any condition that appears to need emergency treatment should be transported by ambulance to the nearest Emergency Room.

Employees with injuries that do not require emergency treatment may report to the physician of their choice or a health care provider designated by the Town. Pre-authorized initial treatment at the Town’s designated health care provider will not require payment at the time of treatment. The Town’s Workers’ Compensation insurance company may reimburse bills incurred for treatment at any facility other than the designated provider if the case is found compensable.

All job-related injuries, no matter how slight and regardless of whether professional medical treatment is obtained at the time of injury, must be reported immediately to the employee’s immediate supervisor. Every employee injured on the job is required to complete an Employee’s First Report of Injury no later than the day following the accident and that report is to be immediately provided to the Human Resources Director. Failure to report an injury or complete a Report of Injury in a timely manner may delay benefits and result in disciplinary action.

All employees suffering from job related injuries may be subject to substance testing as described in Section 3. The Department Head and/or supervisor of an injured employee is required to complete a Supervisor’s Investigation of Injury and to report their findings to the Human Resources Director within 48 hours of the

occurrence of the injury. In addition, the Department Head is responsible for ensuring that witnesses and employee statements are completed in a timely manner.

All reports of injury will be submitted to and investigated by the Town's Workers' Compensation insurance carrier to determine if an injury is compensable. A compensable case is one that the insurance company determines was the result of an accidental, job-related injury. If the case is found to be compensable, medical bills will be submitted to the workers' compensation carrier for payment consideration. If the case is denied and found non-compensable, the employee may submit medical bills to the Town's health insurance carrier, if enrolled, or to other applicable health insurance carrier, as appropriate.

Employees who lose time from work as the result of an on-the-job injury must report to their supervisor or Department Head on the first day of absence from work and at least weekly thereafter until the return to work. Doctors' notes requiring absence from work or restricted work orders must be presented as soon as practicable to the Department Head, who shall forward a copy to the Human Resources Director. The benefit for time lost from work will be determined by the workers' compensation carrier in accordance with regulations set forth by the Maryland Workers' Compensation Commission. Please refer to section 6.4 for more details on Workers' Compensation Claims.

The Town may require an examination at its expense, performed by a physician of the Town's choice, to determine when the employee can return to work and if the employee will be capable of performing the duties and responsibilities of their position.

Employees who knowingly attempt to obtain benefits to which they are not entitled shall be subject to disciplinary and/or legal action.

3.09 Workplace Violence

The Town of Berlin is committed to providing a workplace that is safe, secure, and free of harassment, threats, intimidation, and violence for all employees. It is every employee's duty to maintain a safe workplace. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this policy. Threats, or acts of physical violence, including but not limited to intimidation, harassment, and/or coercion that involves or affects Town employees or which occurs on Town property will not be tolerated.

This policy applies to all locations where Town employees work or represent the Town of Berlin. This includes all work areas, customer and vendor premises, and Town sponsored events and activities. Work areas include any location, either permanent or temporary, where an employee performs any work-related duty. This includes but is not limited to buildings and the surrounding perimeters, including parking lots, all Town-owned, leased, or donated space, including vehicles, and any location where Town business or sponsored activity is conducted.

Employees are prohibited from making threats or engaging in violent activities. Threats or acts of violence include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the conditions of Town employment or to create a hostile, abusive, or intimidating work environment for one or more employees, customers, or business partners. The presence of weapons on Town property other than

those of Law Enforcement personnel as appropriate is strictly prohibited. Personal belongings, as well as persons, may be subject to search if determined to be appropriate by the Town Administrator and/or the Chief of Police. Failure to comply with a search as required by the Town Administrator and/or Chief of Police may result in immediate termination.

The following list of behaviors, while not all-inclusive, provides examples of conduct that is prohibited under this policy:

- Aggressive or hostile behavior that creates an objectively reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging Town property or employee property.
- Hitting or shoving an individual with any part of one's body and/or object.
- threatening to harm an individual and their family, friends, associates, or their property.
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the Town.
- Making harassing or threatening telephone calls or sending harassing or threatening forms of written or electronic communications.
- Intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, or policy that would affect the business interests of the Town.
- The willful, malicious, and repeated following of another person, also known as "stalking", and making of a credible threat with intent to place the other person in reasonable fear for their safety.
- Making a suggestion or otherwise conveying that an act to injure persons or property is "appropriate" without regard to the location where such suggestion occurs.
- Possession of a weapon while on Town property or while on Town business (unless specifically approved as a job-related requirement).
- Committing acts of violence motivated by, or related to, race, age, color, national origin, religion, sexual orientation, sex, disability, marital status, sexual harassment, or domestic violence.
- Remarks of revenge, abusive, and obscene statements.
- Pounding of fists, stomping, swiping at objects, tampering with property in an attempt to intimidate, inflict harm, or destroy property.
- Making intimidating statements.

The Town will actively intervene at any indication of a possible hostile or violent situation. All personnel are responsible for notifying their supervisor of any threats which they have witnessed or received. Threats against supervisors and co-workers can foreshadow violence. Even without any actual threat, employees should report any behavior they have witnessed which they regard as threatening or violent when the behavior is related or might be carried out at work.

Employees are responsible for making reports, regardless of the relationship between the individual who initiated the threat or threatening behavior. Any potentially dangerous situation must be reported immediately to the Department Head who is responsible for notifying the Town Administrator. Employees who exhibit violent behavior should be monitored and such behaviors should be documented.

Reports can be made anonymously, and all reported incidents will be investigated if there is sufficient information in order to initiate an investigation. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. Acts of aggression and

violent behavior should also automatically require action. When incidents occur, the Department Head should tell aggressive employees to leave the workplace or have them removed and immediately report the incident to the Town Administrator. A decision should be made regarding disciplinary action. If the employee remains employed, they should be assisted in obtaining counseling.

In all situations, if violence appears to be imminent, employees should take the precautions necessary to assure their own safety and the safety of others. Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should attempt to remain calm. If a Department Head or the Town Administrator can be safely notified of the need for assistance, without endangering the safety of the employee or others, such notice should be given. Otherwise, cooperate and follow the instructions given by the individual who is armed. If possible, employees should immediately notify proper law enforcement authorities if they believe there is a serious threat to their safety or the safety of others.

The violation of this policy will be grounds for discipline up to and including termination of employment. If appropriate, the proper law enforcement officials will be notified, and the action will be fully prosecuted. Non-employees engaged in violent acts on Town premises will be reported to the proper authorities and fully prosecuted.

At the discretion of the Department Head and Town Administrator, an employee exhibiting warning signs, symptoms, and other risk factors that indicate violence, as outlined in this policy, may be ordered to submit to a psychological evaluation to determine fitness for duty. The Human Resources Director will provide a list of providers as appropriate for the situation. The Health Care Provider will report the results of the evaluation to the Human Resources Director who will report fitness for duty to the Town Administrator who shall then consult with the Mayor to determine the employee's fitness for duty based on the evaluation. Following consultation with the Mayor and Town Administrator, fitness for duty will be disclosed to the Department Head. All evaluation records shall be maintained in a confidential manner as permitted by law.

Employees who are the target of workplace violence should have their needs and concerns addressed. As part of addressing these concerns, the Town will comply with "no-contact orders". Any employee who is involved in the criminal justice process as a complainant/victim and is protected by a "no-contact order" will furnish such order to the Town Administrator. Any employee, who is the defendant/offender in a workplace violence civil protective proceeding where a "no-contact order" has been issued, is responsible for furnishing the Town Administrator with a copy of the order.

If an employee petitions a court for a peace order and receives a temporary peace order or a final peace order, the employee should or shall furnish a copy of the peace order to the Town Administrator as soon as possible. Similarly, if an employee is the named respondent in a temporary peace order or a final peace order, and is required to refrain from certain actions or to remain away from certain properties associated with a petitioner, the respondent shall furnish a copy of the peace order to the Town Administrator as soon as possible. Furthermore, the Town reserves the right to file a petition for a peace order against a respondent for actions taken towards an employee of the Town in accordance with Maryland law.

Upon receipt of information as indicated above, the Town Administrator will, if necessary, take steps to promote the safety of the petitioner, the respondent, other employees and non-employees in the workplace. The Town Administrator, to the extent that is practicable, should consider the privacy of the petitioner and the respondent, particularly in the event that it is a temporary peace order and the respondent has not had the

opportunity to refute or oppose the petitioner's claims and allegations. If both parties, the petitioner and the respondent, are at the same worksite, the Town Administrator shall take steps to keep the petitioner and respondent apart and promote the safety of others. In considering the options available, the Town Administrator must make sure not to penalize either party.

3.10 Substance Policy

It is the purpose of this policy to provide the Town's employees with a safe drug, alcohol, tobacco, and other substances-free work environment.

The Town has several uniquely compelling interests that justify the use of employee substance testing. Being under the influence of substances on the job may pose serious safety and health risks not only to the user, and those who work with the user but also to the public. The public has a right to expect Town employees to be both physically and mentally prepared to perform their duties at all times. There is sufficient evidence to conclude that the use of controlled substances and other forms of substance misuse will seriously impair an employee's physical and mental health and job performance.

If employees participate in the use or misuse of substances, the integrity of the Town, and public confidence in that integrity, are destroyed.

It is not the Town's objective to use a Substance Policy to judge or impose on the legal rights of others. It is the Town's objective to attempt to keep its employees safe and reduce workplace accidents.

Therefore, the Town shall implement a substance testing program to detect prohibited substance use by all employees and job applicants. All employees may be subject to directed or random substance testing as defined in Section 1.03.

No employee shall illegally possess, manufacture, distribute, and dispense any controlled dangerous substance.

No employee shall ingest any drug, alcohol, or controlled substance during the employee's working time for the Town or during a timeframe in which the effects of said medication would affect one's ability to perform their job duties as assigned, unless such drug, alcohol, or controlled substance has been prescribed by a licensed medical practitioner and complies with the following:

1. The employee shall notify their immediate supervisor when they are required to use prescription and over-the-counter medication that they know or should know has the potential to impair job performance. The employee shall advise their supervisor of the known side effects of such medication, as well as the prescribed period of use. The employee shall NOT be required to disclose the nature of the condition for which the medication has been prescribed.
2. The supervisor shall document this information through the use of a confidential internal memorandum and retain said memorandum in the employee's personnel file.
3. The employee may be temporarily reassigned to other duties where appropriate. If reassignment is impractical, the supervisor may take appropriate action, including, but not limited to, sending the employee home and charging them with sick leave.

No employee shall ingest a prescribed or over-the-counter medication in amounts beyond the recommended dosage during the employee's working time for the Town or during a timeframe in which the effects of said medication would affect one's ability to perform their job duties as assigned.

No employee may report to work under the influence of alcohol, drugs, or controlled dangerous substances. Reporting to work under such conditions is a violation of this policy and subjects the employee to disciplinary action.

Any employee who breaches the confidentiality of testing information shall be subject to discipline.

A. General Provisions

Employees who are not members of the Police Department will not be terminated for voluntarily seeking assistance for a substance misuse problem. However, continued unacceptable job performance, attendance, and/or behavior problems may result in disciplinary action up to and including termination of employment;

- Any employee found to be in violation of any of the provisions of this policy shall be subject to the penalties contained herein;
- All employees shall be given a copy of this policy and required to sign a statement acknowledging receipt of this policy via the personnel manual acknowledgment form.

B. New Employee Substance Testing

All new employees shall be required to take a substance test as a condition of employment during the onboarding process.

New Employees shall be terminated from employment and be disqualified from future employment consideration under the following circumstances:

- Refusal to submit to a required substance test; or
- A confirmed positive substance test indicating use prohibited by this policy.

Newly hired employees of the Town shall agree to all provisions of the Town's Substance Policy when accepting employment with the Town of Berlin.

C. Full-Time & Part-Time Employee Substance Testing

All employees may be required to take a substance test as a condition of continued employment in order to ascertain prohibited substance use, as provided below:

1. A supervisor may order an employee to take a substance test upon reasonable suspicion that the employee is or has been using prohibited substances that impair or effect the employee's job performance in any way. A summary of the facts supporting the order shall be made available to the critical employee prior to the actual test;
2. A substance test may be administered as part of any regular physical examination required by the Town;
3. Random testing is administered as part of an approved "random" substance testing program.

D. Substance Testing Procedures

The Town Shall ensure that the third-party vendor performing testing analysis shall be certified by the State of Maryland or a state with similar regulations as Maryland. Moreover, the lab should be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrate proficiency in urinalysis and/or breathalyzer. The employee has the right to request the vendors methods for obtaining, handling, and testing specimens.

1. Third-party vendor personnel authorized to administer substance testing shall require a driver's license, or other government-issued photo identification.
2. Where the employee appears to be unable or unwilling to give a specimen at the time of testing, testing personnel shall document the circumstances. The employee shall be permitted to wait the prescribed time limit to give a sample during which time the employee shall remain in the testing center under observation. A reasonable amount of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a test.
3. Employees can request a specimen be sent to another lab for testing at the employee's expense.

A. Reasonable Suspicion and Post-Accident Testing Procedures

When there is reasonable suspicion that an employee has used or is under the influence of a substance, a supervisor making the personal observation must immediately or as soon as possible document, which may include audio/visual recordings, the reasonable cause circumstance in the Supervisor's Reasonable Suspicion Form, which will contain a Statement of Consent to Substance Testing and can be found under Appendix B.

If the supervisor has completed the Reasonable Suspicion Form and feels testing is warranted, the employee will be required to sign a Statement of Consent to Substance Testing. After employee consent is obtained,, arrangements will be made for the immediate collection of breath and/or urine samples. If the testing will take place at an off-site facility, the employee should be promptly escorted by a supervisory level staff member for collection of samples.

1. Pending receipt and review of the results, the employee may be suspended with pay at the discretion of the Department Head after consultation with the Human Resources Director and the Town Administrator.
2. Arrangements may be made for the transportation of the employee to their home, as appropriate.
3. If the results of the tests are "positive", the employee will be promptly notified of the same.

The same procedures should be followed if the employee is involved in a reportable accident, regardless of whether impaired behavior is or is not observed.

A. Substance Test Results

All records pertaining to Town required substance testing shall remain confidential and shall not be provided to other employees of the Town.

Substance test results and records shall be stored and retained in compliance with State and Federal laws.

A. Smoking and Smokeless Product Use

The Town of Berlin is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees and citizens. The following tobacco use policy has been adopted and shall apply to all Town of Berlin properties. The following guidelines will apply to smoking and the use of smokeless tobacco. For the purposes of this policy, smoking will be defined as the “act of lighting, smoking or carrying a lighted or smoldering, cigar, cigarette or pipe of any kind.” The guidelines will also apply to non-tobacco smoking products (e.g. clove cigarettes), “vape” products and non-tobacco smokeless products (e.g. snuff or chew) that necessitate the user to spit waste or byproduct.

It shall be the policy of the Town of Berlin that the use of products as described above will be prohibited on and in any Town of Berlin property, including but not limited to buildings, grounds and parking lots leased, owned, or operated by the Town of Berlin, as well as leased or owned Town vehicles and equipment.

Compliance with this policy by all employees is expected based on our commitment to a healthy work environment. Emphasis will be placed on creating a positive and healthy culture, and should be a cooperative effort, encouraged by all employees. Non-compliance with this policy will be handled in the same manner as any other policy violation and is subject to disciplinary process.

A. Penalties

With the exception of Police Department sworn Officers, violations of this policy or any part herein will subject the employee to discipline pursuant to the Town of Berlin disciplinary procedures and may additionally result in one or more of the following:

1. Employee may be required to seek counseling;
2. Employee may be required to submit to random testing;
3. Employee may have their pay rate adjusted and be demoted;
4. Employee may be placed on probationary status; or
5. Employee may be terminated.

The Town of Berlin Police Department shall discipline its law enforcement officers in accordance with the Law Enforcement Officers’ Bill of Rights.

A. Supervisor Training

The Town of Berlin shall develop a program of training to assist supervisory personnel in identifying substance misuse among employees. Such training will be directed towards helping supervisors to recognize the conduct and behavior giving rise to a reasonable suspicion of such misuse, and be aware of those employees who pose an immediate safety threat, communicate the Town policy on drug, alcohol, and other substances misuse, indicate available employee assistance resources, communicate how a supervisor is to deal with an employee suspected of such misuse, and communicate how and when to take disciplinary action.

A. Employee Education

The Town will conduct the education of employees via discussion of the Town policy, training videos, pamphlets, instructor-led sources, communication of available employee assistance programs, and communication of available health benefits under the Town's group health insurance for the treatment of substance misuse.

3.11 Political Activities

Regarding Town of Berlin Municipal Elections:

No Town of Berlin employee, shall make any contribution to the campaign funds of any political party or any candidate for public office or take any part in the management, affairs, or political campaign of any political party or candidate for public office further than in the exercise of their right as a citizen to express their opinion and to cast their vote.

Regarding any election or other political matter:

No Town of Berlin employee, while performing the regular duties of their job, may wear or display any item relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on Town property or Town time, a contribution, petition signature, or other political activity for a political cause.

3.12 Sale of Public Information

No Town of Berlin employee, officer, or agent may sell, offer for sale, or solicit or receive any payment for public information, Town record, official or unofficial data or documents regardless of whether said information is in its original form, has been aggregated or segregated, or summarized or otherwise altered; nor participate in any such activity on behalf of a third party (other than as part of such employee's job). This prohibition shall not affect the sale of certain official published documents offered for sale by the Town or normal charges for reproduction expenses where said charges are to be deposited to the credit of the Town.

3.13 Use of Town Position for Promotional Purposes

No Town employee, officer, or agent may use their position for the promotion of any activity or the raising of funds for any activity not previously designated by the Mayor and Council as a Town activity. In addition, Town employees, officials, and agents not engaging in such activities, shall make every effort not to create the appearance of using their position in such a way; being particularly cognizant that one is under continual public scrutiny while in Town vehicles, on Town property, on Town assignment or in Town uniform.

3.14 Dress Code

It is the policy of the Town of Berlin that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

Employees are expected at all times to present a professional, business-like image to the public. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with

the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Department Heads shall make the determination of the appropriateness of attire or other attributes of appearance.

The personal appearance of office workers is to be governed by the following standards:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments.
- The wearing of suggestive attire, shorts, graphic T-shirts, attire displaying lewd or suggestive messages, and similar items of attire are not permitted; as they do not present a businesslike appearance. Employees are permitted to wear business casual attire items such as denim or jeans; however, a neat and business-like appearance must be maintained.
- Hair should be clean, and neat.
- Sideburns, mustaches, and beards should be neatly trimmed.

The personal appearance of field employees is to be governed by the requirements of safety and comfort but should still be as neat and business-like as working conditions permit. Department Heads shall make the final determination of the appropriateness of attire, but the following conditions shall apply regardless:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments/industries. The wearing of suggestive attire, flip-flops, attire displaying lewd or suggestive messages, and similar items of attire are not permitted; as they do not present a business-like appearance and may impact the safety of the employee. All apparel and hair styles must be in consideration of safety.

Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job.

Any employee who does not meet the standards of this policy will be required to take corrective action immediately, which may include leaving the premises. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy will be cause for disciplinary action.

3.15 Use of Town Owned Computers, Phones, and Other Electronic Devices

The use of Town-owned computers, phones, other electronic devices, and networks owned or controlled by the Town of Berlin is a privilege that requires each user to act responsibly and ethically. Because electronic information is volatile and easily reproduced, users must exercise care in acknowledging and respecting the work of others through strict adherence to software licensing agreements, copyright laws, and Town policy including those that may also apply to personal conduct.

Users do not own accounts on Town office computers but are granted the privilege of exclusive use. Under the Electronic Communications Privacy Act of 1986 (Title 18, U.S.C. section 2510 et. Seq., as from time to time amended), users are entitled to privacy regarding the information contained on these accounts. However, system administrators or other Town employees are allowed to access user files in the normal course of their employment when necessary to protect the integrity of the system or rights or property of the Town. User files and other data contained or associated with Town-owned computers, cellular devices, phones, and other

electronic devices are generally considered to be subject to disclosure under the Freedom of Information Act or Public Information Act. User files are subject to search by law enforcement agencies under court order if such files contain information that may be used as evidence in a court of law or in conjunction with a law enforcement investigation.

Misuse of computing, networking, or information resources may result in the loss of computing and/or network access and may be subject to disciplinary and/or legal action under applicable statutes. Users may be held accountable for their conduct under any applicable Town regulation. Illegal production of software or any other intellectual property protected by U.S. Copyright Law is subject to civil damages and criminal punishment including fines and imprisonment. When accessing remote resources from Town computers, users are responsible for obeying both the policies set forth in this document and the policies of the other organizations.

If the employee has been issued any electronic equipment, such as laptops, cellular devices, or tablets, they are to return the equipment in proper working order upon the termination of employment. The employee may be held financially responsible for lost or damaged equipment if the employee was found to be negligent with the equipment issued to them. Failure to return the equipment will be considered theft and may lead to criminal prosecution.

The Town of Berlin will provide employees with the opportunity for training on all issued electronic devices and cyber security. It is the employee's responsibility to take advantage of such training and to request further training as needed.

The following actions are prohibited:

- Unauthorized use of accounts or devices;
- Using the Town network to gain unauthorized access to any device or system;
- Connecting unauthorized equipment to the Town network, which includes all personally owned equipment or installing unauthorized software programs. All equipment and software must be authorized by the Town Administrator prior to installation or connection;
- Unauthorized attempts to circumvent data protection schemes or uncover security loopholes. This includes creating and/or running programs that are designed to identify security loopholes and/or decrypt intentionally secure data;
- Knowingly or carelessly performing an act that will interfere with the normal operation of computers, terminals, peripherals devices, or networks;
- Knowingly or carelessly running or installing on any computer system or network, or giving to another user a program intended to damage or to place excessive load on a computer system or network. This includes but is not limited to programs known as computer viruses, Trojans, worms, malware, and ransomware;
- Violating terms of applicable software licensing agreements or copyright laws;
- Using Town resources for commercial activity such as creating products, services for sale, or any type of solicitation;
- Using electronic mail to harass or threaten others, including the sending of any repeated, unwanted e-mail to another user;
- Initiating or propagating electronic chain letters and in appropriate mass mailings such as newsgroups and spamming;
- Forging the identity of a user or machine in electronic communication;

- Transmitting, accessing, or reproducing materials that are slanderous or defamatory in nature or that otherwise violate existing laws or Town regulations;
- Transmitting, displaying, or accessing obscene, lewd, or sexually harassing images or text on a Town-owned or controlled devices or networks;
- Attempting to monitor or tamper with another user's electronic communications, or reading, changing or deleting another user's files or software without the explicit agreement of the owner.

Under no circumstances is an employee allowed to utilize the Town's devices, computer systems, or network to engage in activity that is illegal under local, state, or federal law.

Any employee who knows of any violations of this policy should notify their Department Head or the Town Administrator. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

Employees will be required to sign for Town-issued equipment.

3.17 Social Media & Blogging

Social Media Policy for Employees

The Town does not prohibit employees from establishing and maintaining personal social media accounts. However, employees must ensure that their social media activities comply with the Standards and other applicable laws and policies.

Social media policies include:

- When employees are on-duty, they shall use official time in an honest effort to perform official duties, and that they use town property only to perform official duties, unless they are authorized to use town property for other purposes. This limits the extent to which employees may access and use their personal social media accounts while on duty. Some employees are authorized to access their personal social media accounts while on duty to access Town social media accounts.
- In general, employees are prohibited from using their official titles, positions, or any authority associated with their public offices for private gain. In evaluating whether a reference to an employee's official title or position on social media violates these policies the Town's Ethics Commission must consider the totality of the circumstances to determine whether a reasonable person with knowledge of the relevant facts would conclude that the employee is in violation of the policy. An employee does not, for example, create the appearance of government sanction merely by identifying their official title or position in an area of the personal social media account designated for biographical information.
- It is not a misuse of position for employees to recommend or endorse someone, for example a job seeker, merely because they have provided their official titles or positions in areas of their personal social media accounts that are designated for biographical information. Employees generally should not, however, affirmatively choose to include a reference to their title, position, or employer in a recommendation.
- Generally, employee's are not prohibited from discussing or sharing government information that is publicly available already. Employees may not, however, accept compensation for statements or communications made over social media that relate to their official duties.

- It is recommended that employees do not engage in social media postings that may be seen as argumentative in nature when the topic is in reference to Town business.
- As a general rule, fundraising solicitations over social media are permissible so long as the employee does not “personally solicit” funds from a subordinate or a known prohibited source as described above.

Blogging by employees, whether using the Town’s property and systems or personal computer systems, is also subject to the terms and restrictions as set forth in this document. Limited and occasional use of the Town’s systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Town policies, is not detrimental to the Town’s best interests, and does not interfere with an employee’s regular work duties.

3.17 Use of Town Owned Vehicles

General Guidelines:

The purpose of this policy statement is to define the responsibilities and obligations of town employees who drive town-owned vehicles. In departments, such as police, where driver and vehicle safety standards already exist that are more stringent or governed by state or federal mandates, the more stringent policy will apply.

The Town of Berlin expects each department head to:

- Provide the proper vehicle for each job.
- Provide proper training for the vehicle operator.
- Maintain vehicles in proper working order and safe mechanical condition.
- Enforce vehicle policy guidelines within each department.

Employees who operate Town-owned vehicles are responsible for:

- Operation of the vehicle in a courteous and safe manner.
- Obeying all traffic laws, including adherence to speed limits, the wearing of seat belts and the hands-free use of mobile devices.
- Driving defensively for the prevention of accidents caused by the improper action of other drivers, pedestrians, and/or adverse road conditions.
- Informing the department head if their driver’s license is suspended or revoked for any reason.
- Checking with their doctor if taking prescription or over-the-counter medications that may affect the ability to operate a vehicle.
- Maintaining an acceptable driving record.
- Notifying the department head/supervisor immediately in the event of an accident involving a town-owned vehicle.
- Notifying the department head/supervisor of any problem (damages, mechanical, cosmetic, etc.) with the vehicle as soon as the problem is detected.
- Using daytime running lights on all town-owned vehicles.

Payment of traffic tickets, including speeding or other moving or parking violations, will be the responsibility of the employee operating the vehicle at the time of the violation, unless some other extraordinary circumstance occurs.

The Mayor and Council has adopted the following policy regarding the personal use of town-owned vehicles:

- For operational reasons, designated personnel have been authorized to drive a town-owned vehicle to and from their residence for work purposes and Town-related activities. This shall be the only authorized use of the vehicle. Individuals driving Town vehicles may have occasions where an incidental stop is necessary between commuting/operational stops. Such use shall not be considered to be in violation of this policy.
- The Town requires that no personal items other than incidentals be stored in the vehicle. The vehicle is to be locked each night with work articles stored either in the lock box or trunk during times when the vehicle is not in use. The town vehicle shall be parked either in the employee's driveway or legally parked in front of the employee's residence.
- The Town will compute a daily value for the commuting which will be included in the employee's W-2 at the end of the calendar year. Such amount will be the minimum allowed by federal income tax laws.
- Only authorized town employees are permitted to operate the town vehicle.

Exceptions to the above may be authorized by the Town Administrator on a case by case basis.

Calculation of the Value of Personal Use of Town Owned Vehicles

The Mayor and Council has adopted the following policy regarding computation of the taxable value of the personal use of Town-owned vehicles:

- The personal use of Town-owned vehicles will be computed at the end of each pay period at the per day rate according to IRS Commuting Rule.
- The Town requires the employee to provide a complete accounting for the personal use of the vehicle to be submitted with the timecard for each period.
- The Town will withhold Social Security (FICA/Medicare), State, and Federal taxes from each regular paycheck based upon the accounting of personal use for each period.

Vehicle Fuel Conservation

The Town of Berlin will at all times pursue all avenues of fuel conservation. Fuel conservation measures will not disrupt services to the health, welfare, and safety of Town residents. Town vehicles will be managed with priority given to fuel conservation.

During a national fuel crisis, departments will be allocated fuel based on the priority of their use and Town fuel allotments. During a national fuel crisis, Town vehicles are prioritized as follows (priority listed in descending order):

- Emergency vehicles
- Health and safety vehicles
- Operational vehicles
- Administrative vehicle

- Take-home vehicles

The Town Administrator will be responsible for establishing priority ranking of Town programs for fuel allocations during a fuel crisis.

Department Directors will be responsible for developing and implementing internal departmental fuel conservation policies and procedures that ensure that:

- A process for prioritizing and "pooling" the use of fleet vehicles by employees under their supervision which allows for the close monitoring of fuel consumption by their department;
- Developing internal policies and procedures relative to fuel conservation and monitoring consumption that will ensure strict compliance of these policies and procedures;
- Developing operational plans that ensure that high priority program services essential to Town residents are not disrupted;
- Educating Town personnel under their supervision on proper vehicle operation to ensure maximum fuel savings;
- Consideration of fuel economy with regards to vehicle purchases;
- When appropriate, assigning the most fuel-efficient vehicles to employees who have high mileage driving records (except Public Safety);
- Coordinating travel to ensure maximum "pooling" of trips;
- Monitoring vehicle Preventive Maintenance Program to ensure that vehicle scheduled maintenance is performed at established intervals;
- Monitoring, on an ongoing basis, fuel consumption by department and reporting this information to the Town Administrator quarterly.

Vehicle Operators will be responsible for:

- Operating Town vehicles in a manner that will ensure maximum fuel savings including compliance with the following fuel-saving tips;
- Eliminating unnecessary trips;
- Planning all travel routes to ensure maximum fuel savings;
- Removing excess weight from vehicle;
- Operating vehicle at the posted speed limit or lower based on road conditions;
- Avoiding unnecessary idling of vehicle;
- Developing and maintaining proper driving habits, i.e., over acceleration, avoiding constant braking;
- Inflating tires properly;
- Ensuring regularly scheduled preventive maintenance is completed for the assigned vehicle.

3.18 Performance Reviews

The Town of Berlin may implement a formal employee evaluation or performance review system to be conducted by the Town Administrator, Department Heads and/or other supervisory personnel.

It is the policy of the Town that the job performance of each employee should be evaluated, whether formally or informally, periodically by the employee's supervisor.

Department Heads or supervisors should complete performance appraisals upon the following occasions:

- By the end of the first six months of employment
- Prior to the annual salary review or on the anniversary date of employment
- When the employee is assigned to a new supervisor

If a performance appraisal has been completed within one month prior to one of the above occasions, a new appraisal need not be completed.

Between performance reviews, Supervisors should discuss with the employees on an informal basis any performance issues that warrant attention and shall keep records of any significant incidents.

Supervisors evaluating employees should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity, and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.

Department Heads shall review each supervisor's written evaluation to help assure that the evaluation function has been properly completed in as fair and objective a manner as possible.

After any written evaluation has been reviewed by the Department Head, the supervisor and employee shall meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the Town Administrator for review and inclusion in the employee's personnel file.

Department Head evaluations shall be conducted by the Town Administrator. After any written evaluation has been concluded by the Town Administrator, the Town Administrator and Department Head shall meet and discuss the evaluation, assess strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The Department Head should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The Department Head and Town Administrator should then sign and date the evaluation and forward it to the Mayor for review and inclusion in the employee's personnel file.

Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

3.19 Community Participation

It is the policy of the Town to encourage employees to participate in the community service affairs of charitable, educational, religious, fraternal, or civic organizations provided that employee participation in community activities does not adversely affect the employee's job performance, is not detrimental to the Town's interests and does not place the employee in the position of serving conflicting interests as determined by the Mayor and Council.

Time spent on community affairs, when not undertaken at the request of management, should normally be outside of the employee's regular working hours and, therefore, will not be considered hours of work for pay purposes. Employees serving as volunteers with the Berlin Fire Company who are able to respond to emergency calls for service during the employee's normal working hours will be compensated by the Town for the time spent responding to and assisting with calls for service at the employee's straight-time rate of pay and for the applicable hours within the employee's normal work schedule.

The Town may identify certain community activities in which it wants to be represented and then designate the employees it will sponsor for participation or membership in such organizations. Employees so designated will represent the Town in the organization and will be expected to promote the Town's interests. Under these circumstances, time spent on the community activities will be considered hours worked for pay purposes.

Employee-initiated participation in community affairs that involves an extended period of time away from the job should be handled in accordance with the provisions contained in Section 6.15.

Employees have a responsibility when expressing opinions in a public forum to make clear whether the opinion is a personal one or one representing the Town. Any public communication which might be considered as representing the Town's position must be approved in advance by the Town Administrator or Department Head. Employees are not to discuss internal confidential affairs in any public forum.

END OF SECTION



MEMO

TO: All Staff

FROM: Human Resources Director, KJ

DATE: July 1, 2023

SUBJECT: Personal Protective Equipment (PPE) Reimbursement Schedule

SIGNOFF: _____
Kelsey Jensen, Human Resources Director

PPE shall be provided by the Town at no expense to the employee. The equipment required is determined by the specific Department and Department Head to allow for safe working conditions in compliance with applicable regulations and/or industry standards. Equipment that is specific to the individual employee, such as specialized eyewear, boots, and other equipment shall be reimbursable* to the employee upon the presentation of qualified documentation as determined by the Department Head and Finance Director; typically, documentation will include an itemized receipt and Town of Berlin Expense Voucher.

Reimbursement amounts will be effective annually from July 1 until June 30 and requests for reimbursement for a given fiscal year must be submitted within 10-days of the purchase of the eligible item(s), but by no later than June 15. There will be no carryover of unused funds from the prior fiscal year. Tracking the annual limits of each employee's reimbursable PPE usage is up to each Department that requires such PPE.

Eyewear Not to exceed \$200 annually.

Boots Not to exceed \$200 annually or more than two pairs.

Any other equipment requires pre-approval by the Department Head and Town Administrator

*If an employee does not have the means or ability to purchase what would ordinarily be a reimbursable specialized personal equipment item, then that employee may request that their department head purchases the equipment for them on their Town issued credit card. The amount of the purchase must be within the "not to exceed" amount indicated above; if the amount is exceeded, the employee shall be responsible for repayment to the Town of the difference. Items purchased on the Town issued credit card will not be eligible for reimbursement to the employee.

This schedule is in effect beginning July 1, 2023, and will remain in effect until a new schedule supersedes this schedule.



MEMO

TO: All Staff

FROM: Human Resources Director, KJ

DATE: July 1, 2023

SUBJECT: Reasonable Suspicion Form

SIGNOFF: _____
Kelsey Jensen, Human Resources Director

When there is reasonable suspicion that an employee has used or is under the influence of a substance, a supervisor making the personal observation must immediately document, or as soon as possible thereafter, the observed circumstances in this document. *

The supervisor should then make the following statements:

1. "I have been observing you and it appears that you have been using or are under the influence of a substance that could impair your ability to perform your job duties. Since we are not doctors, we are requesting that you undergo substance testing so that we can make an objective, medical determination of your condition."
2. "If you refuse to take these tests, you will be presumed to be under the influence of an imperative substance and your refusal will be considered as an admission of guilt, resulting in your termination."
3. "If you agree to take these tests and the results are negative, you will be compensated for all time lost."
4. "Do you understand?" Circle Yes or No Employees initials _____
5. "Will you take the tests?" Circle Yes or No Employees initials _____

Additional relevant information: INCLUDE DATES, TIMES, LOCATIONS, AND WITNESSES OF INCIDENTS.

*The Department Head or Supervisor is encouraged to audibly or visually record the employee's behavior to show that the observed behavior warrants the cause for reasonable suspicion testing. If such a recording occurs the Department Head or Supervisor must announce to the employee that they are being recorded.



Employees Statement of Consent:

I, _____, have been informed that observations and/or recordings have been made of me which have warranted that I be subject to substance reasonable suspicion testing. Such observations were relayed to me, and I will or I will not (circle one) consent to testing.

Employees Signature & Date

Supervisors Signature & Date



MEMO

TO: All Staff

FROM: Human Resources Director, KJ

DATE: July 1, 2023

SUBJECT: Licensing and Certification Pay Schedule

SIGNOFF: _____
Kelsey Jensen, Human Resources Director

The Town of Berlin recognizes the benefit of employees obtaining specialized licenses or certifications required for their position or otherwise beneficial* to the Town's operations. That employee shall be compensated according to the schedule below after satisfactory completion of any required probationary period.

If an employee is hired and already possesses any of the licensing or certifications listed below, related to their position, the base rate of pay for the position shall be adjusted accordingly.

Commercial Driver's License (CDL)	additional \$1/hour.
Herbicide Spraying	additional \$1/hour.
Wastewater Collection License	additional \$1/hour.
Wastewater Licensing	additional \$2/hour.
Water Distribution License	additional \$1/hour.
Water Licensing	additional \$2/hour.

These rates are subject to change if a Step and Grade System is implemented by the Mayor and Council.

The Town of Berlin will not be responsible for reimbursement or payment for licensing/certifications obtained before employment with the Town of Berlin, or which the employee chooses to pursue independently. Additional compensation for such shall be subject to review by the Department Head and Town Administrator and approved by the Mayor.

**Beneficial licensing and/or certifications shall be determined by the Town Administrator in consultation with the Department Head and approved by the Mayor.*

Any signed contracts between an employee and the Town of Berlin superseded this memo.

Berlin Police Department Staff are subject to a separate compensation schedule for additional training, licensing, and certification.

This schedule is in effect beginning July 1, 2023, and will remain in effect until a new schedule supersedes this schedule.



RESOLUTION NO. 2023-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF BERLIN REVISING AND ENACTING A FEE SCHEDULE.

WHEREAS, THE TOWN OF BERLIN has a fee schedule in place for numerous items including, but not necessarily limited to, permits, licenses, and various services provided by the Town; and

WHEREAS, the Mayor and Council recognizes the need for those fees to be reviewed and updated from time-to-time;

NOW, THEREFORE, BE IT RESOLVED that the Town of Berlin hereby adopts the 2024 Fee Revisions Schedule attached hereto as Attachment A; and

BE IT FURTHER RESOLVED, that the fee revisions will become effective on January 1, 2024 and shall be reviewed at regular intervals going forward.

Approved this _____ day of _____, 20____ by the Council of the Town of Berlin, Maryland, by affirmative vote of _____ to _____ opposed, with _____ abstaining.

Dean Burrell, Sr., Vice-President of the Council

Approved this _____ day of _____, 20____ by the Mayor of the Town of Berlin.

ATTEST:

Zachary Tyndall, Mayor and President of Council

Mary Bohlen, Town Administrator



STAFF REPORT

TO: Mayor and Council

FROM: Mary Bohlen, Town Administrator

MEETING DATE: November 13, 2023

SUBJECT: Fee Review and Revisions

SUMMARY

The Town has a schedule of fees that are established by Resolution of the Mayor and Council and that are separate from utility rates, taxes and certain other items either specifically identified in the Town Code or Charter, or otherwise regulated by other government entities or laws. These fees include permits, licenses and other miscellaneous items. Many of these fees have not been reviewed in ten or more years.

Using calculations available at the following link:* www.in2013dollars.com/. The attached schedule reflects inflationary increases either from the time of the last known review of fees, or, if unknown, from 2013, as no review of many of these fees have been identified since 2013.

It should be noted that there will be an additional recommendation for fee revisions regarding hourly charges for equipment, vehicles, tools, etc. forthcoming. Staff is working to come up with a classification and fee schedule that can be applied across all applicable departments.

*Between the initial review to establish the numbers on the attached schedule and a more recent calculation on the website listed, some nominal change in the percentages is noted, but such change will not have any significant impact; percentages changed by tenths of a percent.

FINANCIAL IMPACT

The financial impact cannot be accurately predicted as the payments of these fees are based on application for services, purchase of services or items, etc.

It is important to note that these items affect only the users/applicants, etc. and are not passed on to the general taxpayer.

OPTIONS FOR CONSIDERATION

- Make no changes to the fee schedule(s) currently in place.
- Make changes as proposed on the attached.
- Make changes to some fees, or at different rate(s) to be determined.
- Any combination of the above.

cont. next page

STAFF RECOMMENDATION

At this time, staff recommends approval of the attached Resolution 2023-04 and fee schedule to be effective on January 1, 2024. Additionally, regular review should be conducted at least every five years or more frequently as warranted.

Review of sections of Charter/Code that indicate specific dollar amounts for fees, charges, etc. should also be conducted to eliminate such specific language, thereby making fee revisions easier going forward.

ATTACHMENTS:

Resolution 2023-04

Attachment A Proposed Fee Revisions

PLANNING DEPARTMENT Last Fee Review 2011 (except Impact Fees)								
	CURRENT	Percentage Increase (min.) 36.49 %	Current + Increase	PROPOSED	CURRENT	Percentage Increase (min.) 36.49 %	Current + Increase	PROPOSED
Building Permit Fees								
Construction Cost *	Plan Review Fees			Inflation percent increase: 36.49%	Permit Fee			Inflation percent increase: 36.49%
\$1.00 - \$3,000.00	\$25	\$9.12	\$34.12	\$35	\$40.00	\$14.60	\$54.60	\$55
\$3,001.00 - \$100,000.00	\$50	\$18.25	\$68.25	\$70	\$50.00 + 1% construction cost	\$18.25	\$68.25	\$70.00 + 1% construction cost
\$100,001.00 - \$500,000.00	\$125	\$45.61	\$170.61	\$175	\$1,000.00 for first \$100,000 construction cost plus \$9.00/\$1,000.00 additional	\$364.90/\$3.28	\$1364.90/\$12.28	\$1,370.00 for first \$100,000 construction cost plus \$12.50/\$1,000.00 additional
\$500,001.00 - \$1,000,000.00	\$175	\$63.86	\$238.86	\$240	\$4,000.00 for first \$500,000 construction cost plus \$8.00/\$1,000.00 additional	\$1,459.60/\$2.92	\$5,459.60/\$10.92	\$5,500.00 for first \$500,000 construction cost plus \$11.00/\$1,000.00 additional
Over \$1,000,000.00	\$200	\$72.98	\$272.98	\$275	\$7,250.00 for first \$1,000,000 construction cost plus \$3.00/\$1,000.00 additional	\$2,645.53/\$1.09	\$9,895.53/\$4.09	\$9,900.00 for first \$1,000,000 construction cost plus \$4.20/\$1,000.00 additional
Sign Permit Fees								
Residential Development, commercial, institutional and church signs	\$3.55/sq. ft. - Min. \$75.00	\$1.30/\$27.37	\$4.85/\$102.37	\$5.00/\$100				
Sidewalk Signs	\$50	\$18.25	\$68.25	\$70				
All other signs including temporary signs	\$55	\$20.07	\$75.07	\$75				
Planning Commission Fees								
Minor subdivision creating fewer than 6 lots	\$525	\$191.57	\$716.57	\$720				
Major subdivision of 6 or more lots	\$525 plus \$55/lot	\$191.57 plus \$20.07	\$716.57 plus \$75.07	\$720 plus \$75				
Residential Site Plan review: \$525.00 plus \$25.00 per residential unit and/or lot. Commercial Use:	\$525 plus \$25/residential unit and/or lot.	\$191.57 plus \$9.12	\$716.57 plus \$34.12	\$720 plus \$35				
Commercial Site Plan review:	\$0.15/sq. ft. - min. \$525.00	\$0.05/\$191.57	\$20/\$716.57	\$.20/\$720				
Board of Zoning Appeals Fees								
Variance, Conditional Use or Appeals hearing fee	\$325	\$118.59	\$443.59	\$445				
Zoning Change/Rezoning Hearing	\$375 plus all advertising costs	\$136.84	\$511.84	\$515 plus advertising costs				
Other Fees								
Excavation/Grading Permit	\$250	\$91.23	\$341.23	\$345				
Demolition Permit	\$150	\$54.74	\$204.74	\$205				
Burn Permit	\$25	\$9.12	\$34.12	\$35				
Zoning Certificate for change of use	\$100	\$36.49	\$136.49	\$140				
Stormwater Management Review Fees								
Single Family Dwellings								
Review fees include one review each of the Concept Plan, Site Development Plan and Final Plan for a total of three (3) reviews.	Minimum fee of \$600.00.	\$218.94	\$818.94	\$820				
Up to 130,000 sq. ft. of disturbance	\$7.00 per 1,000 square feet of disturbance	\$2.55	\$9.55	\$10.00 per 1,000 square feet of disturbance				
Greater than 130,000 sq. ft. of disturbance	\$2.00 per 1,000 square feet of disturbance	\$0.73	\$2.73	\$2.75 per 1,000 square feet of disturbance				
Additional reviews	\$180	\$65.68	\$245.68	\$250				
Minor revisions to approved plans	\$180	\$65.68	\$245.68	\$250				
Multi-Family, Agricultural, Commercial, Industrial and Institutional Structures and Uses								
Review fees include one review each of the Concept Plan, Site Development Plan and Final Plan for a total of three (3) reviews.	Minimum fee of \$975.00.	\$355.78	\$1,330.78	\$1,330				
Up to 220,000 sq. ft. of disturbance	\$10.00 per 1,000 square feet of disturbance	\$3.65	\$13.65	\$14.00 per 1,000 square feet of disturbance				
Greater than 220,000 sq. ft. of disturbance	\$2.00 per 1,000 square feet of disturbance	\$0.73	\$2.73	\$3.00 per 1,000 square feet of disturbance				
Additional reviews	\$300	\$109.47	\$409.47	\$410				
Minor revisions to approved plans	\$300	\$109.47	\$409.47	\$410				

	CURRENT	Percentage Increase (min.) 36.49 %	Current + Increase	PROPOSED
Waiver Requests				
Waiver Requests	\$180 flat fee	\$65.68	\$245.68	\$250
*Impact Fees (est. 2005)				
Residential per dwelling unit	\$2,000			No change
Commercial	\$1 per sq. foot of bldg.			No change

*Impact Fees set by Code; increase recommended

<https://www.in2013dollars.com/>

MISCELLANEOUS FEES	Last known increase	Current	Percentage Increase 31.80 % (using 2013)*	Current + Increase	PROPOSED
Parks Fees					
Park Facility Reservation	UNK	\$50	\$15.90	\$65.90	\$70
Park Electric	UNK	\$10	\$3.18	\$13.18	\$15
License Fees (annual)					
Business License Fee	2023	\$150	NA (recent)	\$150.00	No change
Long-term Rental License Fee	UNK	\$10/unit	\$3.18	\$13.18	\$15
Short-Term Rental License Fees**					
STR License Application Fee	2022	\$350	NA (recent)		No change
License fee after first year (first year is application fee + lic. fee)	2022	\$200	NA (recent)		No change
Solid Waste					
95-Gal. Waste Wheeler Each; Residential or Commercial (to purchase)** Residential-1 can/Commercial-2		\$100			No change
COMMERCIAL COLLECTION (billed quarterly)+					
COMMERCIAL CAN Price per each additional **	UNK	\$95/1, \$180/2	\$30.21/each	\$125.21/each	\$125/each
COMMERCIAL DUMPSTER (ALL)^	UNK	\$360.00	\$114.48	\$474.48	
PROPOSED: COMMERCIAL DUMPTER - 4 YARDS		\$360	\$114	\$474	\$500
PROPOSED: COMMERCIAL DUMPTER - 6 YARDS		\$540	\$172	\$712	\$750
<p>+Currently Commercial is typically collected 1X week - price is accordingly. Going forward, if a commercial customer requests multiple collections per week, they will be charged accordingly.</p> <p>^Private haulers charge ~ \$400 per month for dumpsters)</p>					
***Police Fees	Recent				
Report Fees					
Reports		\$10			No change
Pictures		\$50			No change
Video		\$75			No change
Advanced Collision Reports		\$10			No change
Fingerprint Fees:					
State and Federal Cards		\$60			No change
State Only		\$45			No change
FBI Card		\$25			No change

*Note: if the year that the current rates were established is unknown, 2013 is used.

**Rate set by Code - changes would require amending Ordinance.

***Chief indicates the fee was set recently; no need for adjustment

\$35 returned



STAFF REPORT

TO: Mayor and Council
FROM: Kelsey Jensen, Human Resources Director
MEETING DATE: November 13, 2023
SUBJECT: Step and Grade System for FY 2025

SUMMARY:

Last fiscal year the Town of Berlin hired PayPoint HR to conduct a wage and compensation study. This study required a thorough assessment of each position and then compared those positions to other agencies in our area. PayPoint then provided a report where they outlined what 20-80% of the market compensation was for similar roles. Upon completion, the Council indicated that they would like to place the employees at 50% of the market value for their position, but due to financial constraints, they were only able to bring staff to 35% of the market for FY 2024, with the intent to work to meeting 50% of market.

In preparation for the FY 2025 budget process, I have been asked to work through a few options and I need some guidance from the Mayor and Council before proceeding. PayPoint recommended figures to implement a step and grade system that the Town could utilize in FY2025. PayPoint said they felt it was important to stick to annual increases if we implement a step and grade system or we will end up further behind the market and may risk losing the confidence and trust of employees. They also noted that we may value positions differently than they have, so we may not agree with the recommended placements of positions and may need to evaluate them individually. It is important to recall that the step and grade system is based on wage increases and that Cost of Living Adjustment (COLA) is separate and not part of the wage increase percentage.

It is also important when working through these considerations to recall that placement of positions (job titles) on the step and grade scale is based on the job, not on the individual currently fulfilling the role. When we began this process, we did so with the understanding that it would take several years to get the system fully in place, particularly for existing employees and that one of the primary initial goals was to get each position placed on the scale so that future hiring for a given position could be done within certain parameters. Placing current, tenured employees appropriately is a more involved consideration, but still should be done without being based as much on the individual as on the job duties and time.

A few questions I have of you all:

1. Do you want to bring staff to 50% of the market in FY 2025, implement the step and grade system for FY 2025, or do a combination of the two?

2. If we implement a Step and Grade system, do we agree with the placement of positions as provided? There are a few that may need to be amended to fit our internal organizational hierarchy.
3. Do you want to factor in full tenure for employees? Please keep in mind, we do not know how much experience the comparators in the market had. Some of those comparators may have been in the position for a year and others 20 years.
4. What about staff that have prior experience in the position with another organization? i.e., if someone served in the position for 10 years with another organization but then came here to perform the same or similar duties. How would you like me to address placement. I can address them case by case.
5. What about staff that have recently taken over a new position within the organization but have prior years of service with Berlin? i.e., someone was promoted or transferred to their current placement last year but has been with the Town for 10 years. How would you like me to address placement? I can address them case by case. What about staff that are only moving on the step and grade scale to bring them to a starting step. Do we want to do this this year, or should we hold off on those individuals at this time?

FINANCIAL IMPACT:

The financial impact is not available currently. I need guidance before I can run real scenarios. Please note that any impacts will also affect FICA (7.65%), Workers Compensation (varies based on position), Maryland State Retirement (roughly 11% for employees & roughly 37% for sworn officers), and Vacation Buyback figures. Once I have guidance from this body, I will report back with figures and adjustments can be made as needed.

OPTIONS FOR CONSIDERATION TO START:

*Please note, all positions have already been assigned a grade by PayPoint HR. They can be changed based on internal hierarchy and organizational needs. With any option below, I will still need guidance on how to address prior experience internally and externally. Or I can discuss this further on a case-by-case basis with the Town Administrator to determine each employee's prior background experience and we can determine the base placement for each person.

Also, regardless of what path is taken, all positions will be brought to a step if they are not moving for tenure, some may be moved to a higher step than their tenure may require. All positions will also cap out at step 21, they can still receive Cost of Living increases if they are awarded, but they would not move forward with steps once they reach step 21.

1. Implement the 50% market rate in FY 2025. Bring all staff to 50% of the market and then place them on their grade and bring them to the nearest step based on the 50% pay rate.
2. Do not bring staff to 50% of the market value and instead, bring all employees to their level of tenure on the step and grade system while bringing all other staff members to the nearest step based on their current pay rate to get them on the pay scale.
3. Break tenure into two fiscal years, FY 2025 bring all employees to half of their level of tenure on the step and grade system while bringing all other staff members to the nearest step based on their current pay rate to get them on the pay scale, then FY 2026 move staff to the remaining steps.

4. Build a new step and grade system with more grades to create more space between positions and then place employees however you have directed from the above options. I.e., an employee who has only been here for two years but is placed at step 10 due to their current compensation to be at a higher grade but a lower step, so they do not cap out as quickly. It would be unfair for someone who caps out after 10 years of being here only because they are currently being compensated higher so currently at step 11.

STAFF RECOMMENDATION

At this time, I recommend scheduling a Work Session to begin this discussion as it would not be recommended to try to discuss during a regular session. We need to begin this conversation soon to have direction for budget preparation.

ADDITIONAL INFORMATION/ATTACHMENTS:

- Paypoint HR Wage Compensation and Classification Study.
- The Step and Grade System I created based on the information provided by PayPoint HR.
- A step and grade system I created with more grades.

7/01/2023 FY24 COLA 2.25%			FY 2025 Salary Scale																		FY25 COLA XX%	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
Grade	31,200	31,980	32,780	33,599	34,439	35,300	36,182	37,087	38,014	38,965	39,939	40,937	41,961	43,010	44,085	45,187	46,317	47,474	48,661	49,878	51,125	Grade
1	1,200	1,230	1,261	1,292	1,325	1,358	1,392	1,426	1,462	1,499	1,536	1,575	1,614	1,654	1,696	1,738	1,781	1,826	1,872	1,918	1,966	1
	15.00	15.38	15.76	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.68	21.19	21.72	22.27	22.82	23.39	23.98	\$24.58	
Grade	32,760	33,579	34,418	35,279	36,161	37,065	37,992	38,941	39,915	40,913	41,936	42,984	44,059	45,160	46,289	47,446	48,632	49,848	51,094	52,372	53,681	Grade
2	1,260	1,292	1,324	1,357	1,391	1,426	1,461	1,498	1,535	1,574	1,613	1,653	1,695	1,737	1,780	1,825	1,870	1,917	1,965	2,014	2,065	2
	15.75	16.14	16.55	16.96	17.39	17.82	18.27	18.72	19.19	19.67	20.16	20.67	21.18	21.71	22.25	22.81	23.38	23.97	24.56	25.18	25.81	
Grade	34,398	35,258	36,139	37,043	37,969	38,918	39,891	40,888	41,911	42,958	44,032	45,133	46,261	47,418	48,603	49,819	51,064	52,341	53,649	54,990	56,365	Grade
3	1,323	1,356	1,390	1,425	1,460	1,497	1,534	1,573	1,612	1,652	1,694	1,736	1,779	1,824	1,869	1,916	1,964	2,013	2,063	2,115	2,168	3
	16.54	16.95	17.37	17.81	18.25	18.71	19.18	19.66	20.15	20.65	21.17	21.70	22.24	22.80	23.37	23.95	24.55	25.16	25.79	26.44	27.10	
Grade	36,118	37,021	37,946	38,895	39,867	40,864	41,886	42,933	44,006	45,106	46,234	47,390	48,575	49,789	51,034	52,309	53,617	54,958	56,332	57,740	59,183	Grade
4	1,389	1,424	1,459	1,496	1,533	1,572	1,611	1,651	1,693	1,735	1,778	1,823	1,868	1,915	1,963	2,012	2,062	2,114	2,167	2,221	2,276	4
	17.36	17.80	18.24	18.70	19.17	19.65	20.14	20.64	21.16	21.69	22.23	22.78	23.35	23.94	24.54	25.15	25.78	26.42	27.08	27.76	28.45	
Grade	37,924	38,872	39,844	40,840	41,861	42,907	43,980	45,079	46,206	47,362	48,546	49,759	51,003	52,278	53,585	54,925	56,298	57,706	59,148	60,627	62,143	Grade
5	1,459	1,495	1,532	1,571	1,610	1,650	1,692	1,734	1,777	1,822	1,867	1,914	1,962	2,011	2,061	2,112	2,165	2,219	2,275	2,332	2,390	5
	18.23	18.69	19.16	19.63	20.13	20.63	21.14	21.67	22.21	22.77	23.34	23.92	24.52	25.13	25.76	26.41	27.07	27.74	28.44	29.15	29.88	
Grade	39,820	40,815	41,836	42,882	43,954	45,053	46,179	47,333	48,517	49,730	50,973	52,247	53,553	54,892	56,265	57,671	59,113	60,591	62,106	63,658	65,250	Grade
6	1,532	1,570	1,609	1,649	1,691	1,733	1,776	1,821	1,866	1,913	1,960	2,010	2,060	2,111	2,164	2,218	2,274	2,330	2,389	2,448	2,510	6
	19.14	19.62	20.11	20.62	21.13	21.66	22.20	22.76	23.33	23.91	24.51	25.12	25.75	26.39	27.05	27.73	28.42	29.13	29.86	30.60	31.37	
Grade	41,811	42,856	43,928	45,026	46,152	47,305	48,488	49,700	50,943	52,216	53,522	54,860	56,231	57,637	59,078	60,555	62,069	63,620	65,211	66,841	68,512	Grade
7	1,608	1,648	1,690	1,732	1,775	1,819	1,865	1,912	1,959	2,008	2,059	2,110	2,163	2,217	2,272	2,329	2,387	2,447	2,508	2,571	2,635	7
	20.10	20.60	21.12	21.65	22.19	22.74	23.31	23.89	24.49	25.10	25.73	26.37	27.03	27.71	28.40	29.11	29.84	30.59	31.35	32.14	32.94	
Grade	43,902	44,999	46,124	47,277	48,459	49,671	50,912	52,185	53,490	54,827	56,198	57,603	59,043	60,519	62,032	63,583	65,172	66,801	68,471	70,183	71,938	Grade
8	1,689	1,731	1,774	1,818	1,864	1,910	1,958	2,007	2,057	2,109	2,161	2,215	2,271	2,328	2,386	2,445	2,507	2,569	2,634	2,699	2,767	8
	21.11	21.63	22.18	22.73	23.30	23.88	24.48	25.09	25.72	26.36	27.02	27.69	28.39	29.10	29.82	30.57	31.33	32.12	32.92	33.74	34.59	
Grade	46,097	47,249	48,430	49,641	50,882	52,154	53,458	54,794	56,164	57,568	59,008	60,483	61,995	63,545	65,133	66,762	68,431	70,141	71,895	73,692	75,535	Grade
9	1,773	1,817	1,863	1,909	1,957	2,006	2,056	2,107	2,160	2,214	2,270	2,326	2,384	2,444	2,505	2,568	2,632	2,698	2,765	2,834	2,905	9
	22.16	22.72	23.28	23.87	24.46	25.07	25.70	26.34	27.00	27.68	28.37	29.08	29.81	30.55	31.31	32.10	32.90	33.72	34.56	35.43	36.31	
Grade	48,401	49,611	50,852	52,123	53,426	54,762	56,131	57,534	58,972	60,447	61,958	63,507	65,095	66,722	68,390	70,100	71,852	73,649	75,490	77,377	79,311	Grade
10	1,862	1,908	1,956	2,005	2,055	2,106	2,159	2,213	2,268	2,325	2,383	2,443	2,504	2,566	2,630	2,696	2,764	2,833	2,903	2,976	3,050	10
	23.27	23.85	24.45	25.06	25.69	26.33	26.99	27.66	28.35	29.06	29.79	30.53	31.30	32.08	32.88	33.70	34.54	35.41	36.29	37.20	38.13	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	

7/01/2023 FY24 COLA 2.25% FY 2025 Salary Scale FY25 COLA XX%																						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
Grade	50,822	52,092	53,394	54,729	56,097	57,500	58,937	60,411	61,921	63,469	65,056	66,682	68,349	70,058	71,809	73,605	75,445	77,331	79,264	81,246	83,277	Grade
11	1,955	2,004	2,054	2,105	2,158	2,212	2,267	2,323	2,382	2,441	2,502	2,565	2,629	2,695	2,762	2,831	2,902	2,974	3,049	3,125	3,203	11
	24.43	25.04	25.67	26.31	26.97	27.64	28.34	29.04	29.77	30.51	31.28	32.06	32.86	33.68	34.52	35.39	36.27	37.18	38.11	39.06	40.04	
Grade	53,363	54,697	56,064	57,466	58,902	60,375	61,884	63,431	65,017	66,643	68,309	70,016	71,767	73,561	75,400	77,285	79,217	81,197	83,227	85,308	87,441	Grade
12	2,052	2,104	2,156	2,210	2,265	2,322	2,380	2,440	2,501	2,563	2,627	2,693	2,760	2,829	2,900	2,972	3,047	3,123	3,201	3,281	3,363	12
	25.66	26.30	26.95	27.63	28.32	29.03	29.75	30.50	31.26	32.04	32.84	33.66	34.50	35.37	36.25	37.16	38.09	39.04	40.01	41.01	42.04	
Grade	56,031	57,431	58,867	60,339	61,847	63,394	64,978	66,603	68,268	69,975	71,724	73,517	75,355	77,239	79,170	81,149	83,178	85,257	87,389	89,574	91,813	Grade
13	2,155	2,209	2,264	2,321	2,379	2,438	2,499	2,562	2,626	2,691	2,759	2,828	2,898	2,971	3,045	3,121	3,199	3,279	3,361	3,445	3,531	13
	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82	33.64	34.48	35.34	36.23	37.13	38.06	39.01	39.99	40.99	42.01	43.06	44.14	
Grade	58,832	60,303	61,811	63,356	64,940	66,563	68,227	69,933	71,681	73,473	75,310	77,193	79,123	81,101	83,128	85,207	87,337	89,520	91,758	94,052	96,403	Grade
14	2,263	2,319	2,377	2,437	2,498	2,560	2,624	2,690	2,757	2,826	2,897	2,969	3,043	3,119	3,197	3,277	3,359	3,443	3,529	3,617	3,708	14
	28.28	28.99	29.72	30.46	31.22	32.00	32.80	33.62	34.46	35.32	36.21	37.11	38.04	38.99	39.97	40.96	41.99	43.04	44.11	45.22	46.35	
Grade	61,774	63,318	64,901	66,524	68,187	69,891	71,639	73,430	75,265	77,147	79,076	81,053	83,079	85,156	87,285	89,467	91,704	93,996	96,346	98,755	101,224	Grade
15	2,376	2,435	2,496	2,559	2,623	2,688	2,755	2,824	2,895	2,967	3,041	3,117	3,195	3,275	3,357	3,441	3,527	3,615	3,706	3,798	3,893	15
	29.70	30.44	31.20	31.98	32.78	33.60	34.44	35.30	36.19	37.09	38.02	38.97	39.94	40.94	41.96	43.01	44.09	45.19	46.32	47.48	48.67	
Grade	64,863	66,484	68,146	69,850	71,596	73,386	75,221	77,101	79,029	81,004	83,030	85,105	87,233	89,414	91,649	93,940	96,289	98,696	101,163	103,693	106,285	Grade
16	2,495	2,557	2,621	2,687	2,754	2,823	2,893	2,965	3,040	3,116	3,193	3,273	3,355	3,439	3,525	3,613	3,703	3,796	3,891	3,988	4,088	16
	31.18	31.96	32.76	33.58	34.42	35.28	36.16	37.07	37.99	38.94	39.92	40.92	41.94	42.99	44.06	45.16	46.29	47.45	48.64	49.85	51.10	
Grade	68,106	69,808	71,554	73,342	75,176	77,055	78,982	80,956	82,980	85,055	87,181	89,361	91,595	93,884	96,232	98,637	101,103	103,631	106,222	108,877	111,599	Grade
17	2,619	2,685	2,752	2,821	2,891	2,964	3,038	3,114	3,192	3,271	3,353	3,437	3,523	3,611	3,701	3,794	3,889	3,986	4,085	4,188	4,292	17
	32.74	33.56	34.40	35.26	36.14	37.05	37.97	38.92	39.89	40.89	41.91	42.96	44.04	45.14	46.27	47.42	48.61	49.82	51.07	52.34	53.65	
Grade	71,511	73,299	75,131	77,009	78,935	80,908	82,931	85,004	87,129	89,307	91,540	93,829	96,174	98,579	101,043	103,569	106,158	108,812	111,533	114,321	117,179	Grade
18	2,750	2,819	2,890	2,962	3,036	3,112	3,190	3,269	3,351	3,435	3,521	3,609	3,699	3,791	3,886	3,983	4,083	4,185	4,290	4,397	4,507	18
	34.38	35.24	36.12	37.02	37.95	38.90	39.87	40.87	41.89	42.94	44.01	45.11	46.24	47.39	48.58	49.79	51.04	52.31	53.62	54.96	56.34	
Grade	75,087	76,964	78,888	80,860	82,881	84,954	87,077	89,254	91,486	93,773	96,117	98,520	100,983	103,508	106,095	108,748	111,466	114,253	117,109	120,037	123,038	Grade
19	2,888	2,960	3,034	3,110	3,188	3,267	3,349	3,433	3,519	3,607	3,697	3,789	3,884	3,981	4,081	4,183	4,287	4,394	4,504	4,617	4,732	19
	36.10	37.00	37.93	38.87	39.85	40.84	41.86	42.91	43.98	45.08	46.21	47.37	48.55	49.76	51.01	52.28	53.59	54.93	56.30	57.71	59.15	
Grade	78,841	80,812	82,832	84,903	87,026	89,201	91,431	93,717	96,060	98,461	100,923	103,446	106,032	108,683	111,400	114,185	117,040	119,966	122,965	126,039	129,190	Grade
20	3,032	3,108	3,186	3,265	3,347	3,431	3,517	3,604	3,695	3,787	3,882	3,979	4,078	4,180	4,285	4,392	4,502	4,614	4,729	4,848	4,969	20
	37.90	38.85	39.82	40.82	41.84	42.89	43.96	45.06	46.18	47.34	48.52	49.73	50.98	52.25	53.56	54.90	56.27	57.68	59.12	60.60	62.11	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	

7/01/2023 FY24 COLA 2.25% FY 2025 Salary Scale FY25 COLA XX%																						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	
Grade	82,783	84,852	86,974	89,148	91,377	93,661	96,003	98,403	100,863	103,384	105,969	108,618	111,334	114,117	116,970	119,894	122,892	125,964	129,113	132,341	135,649	Grade
21	3,184 39.80	3,264 40.79	3,345 41.81	3,429 42.86	3,514 43.93	3,602 45.03	3,692 46.16	3,785 47.31	3,879 48.49	3,976 49.70	4,076 50.95	4,178 52.22	4,282 53.53	4,389 54.86	4,499 56.24	4,611 57.64	4,727 59.08	4,845 60.56	4,966 62.07	5,090 63.63	5,217 65.22	21
Grade	86,922	89,095	91,322	93,606	95,946	98,344	100,803	103,323	105,906	108,554	111,268	114,049	116,900	119,823	122,819	125,889	129,036	132,262	135,569	138,958	142,432	Grade
22	3,343 41.79	3,427 42.83	3,512 43.91	3,600 45.00	3,690 46.13	3,782 47.28	3,877 48.46	3,974 49.67	4,073 50.92	4,175 52.19	4,280 53.49	4,387 54.83	4,496 56.20	4,609 57.61	4,724 59.05	4,842 60.52	4,963 62.04	5,087 63.59	5,214 65.18	5,345 66.81	5,478 68.48	22
Grade	91,268	93,550	95,889	98,286	100,743	103,262	105,843	108,489	111,201	113,981	116,831	119,752	122,745	125,814	128,959	132,183	135,488	138,875	142,347	145,906	149,553	Grade
23	3,510 43.88	3,598 44.98	3,688 46.10	3,780 47.25	3,875 48.43	3,972 49.64	4,071 50.89	4,173 52.16	4,277 53.46	4,384 54.80	4,493 56.17	4,606 57.57	4,721 59.01	4,839 60.49	4,960 62.00	5,084 63.55	5,211 65.14	5,341 66.77	5,475 68.44	5,612 70.15	5,752 71.90	23
Grade	95,832	98,227	100,683	103,200	105,780	108,425	111,135	113,914	116,761	119,680	122,672	125,739	128,883	132,105	135,407	138,793	142,262	145,819	149,464	153,201	157,031	Grade
24	3,686 46.07	3,778 47.22	3,872 48.41	3,969 49.62	4,068 50.86	4,170 52.13	4,274 53.43	4,381 54.77	4,491 56.14	4,603 57.54	4,718 58.98	4,836 60.45	4,957 61.96	5,081 63.51	5,208 65.10	5,338 66.73	5,472 68.40	5,608 70.11	5,749 71.86	5,892 73.65	6,040 75.50	24
Grade	100,623	103,139	105,717	108,360	111,069	113,846	116,692	119,609	122,599	125,664	128,806	132,026	135,327	138,710	142,178	145,732	149,376	153,110	156,938	160,861	164,883	Grade
25	3,870 48.38	3,967 49.59	4,066 50.83	4,168 52.10	4,272 53.40	4,379 54.73	4,488 56.10	4,600 57.50	4,715 58.94	4,833 60.42	4,954 61.93	5,078 63.47	5,205 65.06	5,335 66.69	5,468 68.35	5,605 70.06	5,745 71.82	5,889 73.61	6,036 75.45	6,187 77.34	6,342 79.27	25
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	

7/01/2023		FY24 COLA		2.25%		FY 2025 Salary Scale																FY25 COLA		XX%	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21				
Grade 1	31,200	31,980	32,780	33,599	34,439	35,300	36,182	37,087	38,014	38,965	39,939	40,937	41,961	43,010	44,085	45,187	46,317	47,474	48,661	49,878	51,125	Grade			
	1,200	1,230	1,261	1,292	1,325	1,358	1,392	1,426	1,462	1,499	1,536	1,575	1,614	1,654	1,696	1,738	1,781	1,826	1,872	1,918	1,966	1			
	15.00	15.38	15.76	16.15	16.56	16.97	17.40	17.83	18.28	18.73	19.20	19.68	20.17	20.68	21.19	21.72	22.27	22.82	23.39	23.98	\$24.58				
Grade 2	33,550	34,389	35,249	36,130	37,033	37,959	38,908	39,881	40,878	41,900	42,947	44,021	45,122	46,250	47,406	48,591	49,806	51,051	52,327	53,635	54,976	Grade			
	1,290	1,323	1,356	1,390	1,424	1,460	1,496	1,534	1,572	1,612	1,652	1,693	1,735	1,779	1,823	1,869	1,916	1,963	2,013	2,063	2,114	2			
	16.13	16.53	16.95	17.37	17.80	18.25	18.71	19.17	19.65	20.14	20.65	21.16	21.69	22.24	22.79	23.36	23.95	24.54	25.16	25.79	26.43				
Grade 3	36,046	36,948	37,871	38,818	39,788	40,783	41,803	42,848	43,919	45,017	46,142	47,296	48,478	49,690	50,933	52,206	53,511	54,849	56,220	57,626	59,066	Grade			
	1,386	1,421	1,457	1,493	1,530	1,569	1,608	1,648	1,689	1,731	1,775	1,819	1,865	1,911	1,959	2,008	2,058	2,110	2,162	2,216	2,272	3			
	17.33	17.76	18.21	18.66	19.13	19.61	20.10	20.60	21.11	21.64	22.18	22.74	23.31	23.89	24.49	25.10	25.73	26.37	27.03	27.70	28.40				
Grade 4	38,750	39,719	40,712	41,730	42,773	43,843	44,939	46,062	47,214	48,394	49,604	50,844	52,115	53,418	54,753	56,122	57,525	58,963	60,437	61,948	63,497	Grade			
	1,490	1,528	1,566	1,605	1,645	1,686	1,728	1,772	1,816	1,861	1,908	1,956	2,004	2,055	2,106	2,159	2,213	2,268	2,325	2,383	2,442	4			
	18.63	19.10	19.57	20.06	20.56	21.08	21.61	22.15	22.70	23.27	23.85	24.44	25.06	25.68	26.32	26.98	27.66	28.35	29.06	29.78	30.53				
Grade 5	41,662	42,704	43,772	44,866	45,987	47,137	48,316	49,524	50,762	52,031	53,331	54,665	56,031	57,432	58,868	60,340	61,848	63,394	64,979	66,604	68,269	Grade			
	1,602	1,642	1,684	1,726	1,769	1,813	1,858	1,905	1,952	2,001	2,051	2,102	2,155	2,209	2,264	2,321	2,379	2,438	2,499	2,562	2,626	5			
	20.03	20.53	21.04	21.57	22.11	22.66	23.23	23.81	24.40	25.01	25.64	26.28	26.94	27.61	28.30	29.01	29.73	30.48	31.24	32.02	32.82				
Grade 6	44,782	45,902	47,050	48,226	49,431	50,667	51,934	53,232	54,563	55,927	57,325	58,758	60,227	61,733	63,276	64,858	66,480	68,142	69,845	71,591	73,381	Grade			
	1,722	1,765	1,810	1,855	1,901	1,949	1,997	2,047	2,099	2,151	2,205	2,260	2,316	2,374	2,434	2,495	2,557	2,621	2,686	2,754	2,822	6			
	21.53	22.07	22.62	23.19	23.77	24.36	24.97	25.59	26.23	26.89	27.56	28.25	28.96	29.68	30.42	31.18	31.96	32.76	33.58	34.42	35.28				
Grade 7	48,152	49,356	50,590	51,854	53,151	54,480	55,842	57,238	58,669	60,135	61,639	63,180	64,759	66,378	68,038	69,738	71,482	73,269	75,101	76,978	78,903	Grade			
	1,852	1,898	1,946	1,994	2,044	2,095	2,148	2,201	2,256	2,313	2,371	2,430	2,491	2,553	2,617	2,682	2,749	2,818	2,888	2,961	3,035	7			
	23.15	23.73	24.32	24.93	25.55	26.19	26.85	27.52	28.21	28.91	29.63	30.37	31.13	31.91	32.71	33.53	34.37	35.23	36.11	37.01	37.93				
Grade 8	51,771	53,065	54,392	55,752	57,146	58,574	60,039	61,540	63,078	64,655	66,272	67,928	69,627	71,367	73,151	74,980	76,855	78,776	80,745	82,764	84,833	Grade			
	1,991	2,041	2,092	2,144	2,198	2,253	2,309	2,367	2,426	2,487	2,549	2,613	2,678	2,745	2,814	2,884	2,956	3,030	3,106	3,183	3,263	8			
	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.59	30.33	31.08	31.86	32.66	33.47	34.31	35.17	36.05	36.95	37.87	38.82	39.79	40.79				
Grade 9	55,640	57,031	58,457	59,918	61,416	62,952	64,525	66,138	67,792	69,487	71,224	73,005	74,830	76,700	78,618	80,583	82,598	84,663	86,779	88,949	91,173	Grade			
	2,140	2,194	2,248	2,305	2,362	2,421	2,482	2,544	2,607	2,673	2,739	2,808	2,878	2,950	3,024	3,099	3,177	3,256	3,338	3,421	3,507	9			
	26.75	27.42	28.10	28.81	29.53	30.27	31.02	31.80	32.59	33.41	34.24	35.10	35.98	36.88	37.80	38.74	39.71	40.70	41.72	42.76	43.83				
Grade 10	59,821	61,316	62,849	64,420	66,031	67,682	69,374	71,108	72,886	74,708	76,576	78,490	80,452	82,464	84,525	86,638	88,804	91,024	93,300	95,633	98,023	Grade			
	2,301	2,358	2,417	2,478	2,540	2,603	2,668	2,735	2,803	2,873	2,945	3,019	3,094	3,172	3,251	3,332	3,416	3,501	3,588	3,678	3,770	10			
	28.76	29.48	30.22	30.97	31.75	32.54	33.35	34.19	35.04	35.92	36.82	37.74	38.68	39.65	40.64	41.65	42.69	43.76	44.86	45.98	47.13				
Grade 11	64,314	65,921	67,569	69,259	70,990	72,765	74,584	76,449	78,360	80,319	82,327	84,385	86,495	88,657	90,873	93,145	95,474	97,861	100,307	102,815	105,385	Grade			
	2,474	2,535	2,599	2,664	2,730	2,799	2,869	2,940	3,014	3,089	3,166	3,246	3,327	3,410	3,495	3,583	3,672	3,764	3,858	3,954	4,053	11			
	30.92	31.69	32.49	33.30	34.13	34.98	35.86	36.75	37.67	38.61	39.58	40.57	41.58	42.62	43.69	44.78	45.90	47.05	48.22	49.43	50.67				
Grade 12	69,118	70,846	72,618	74,433	76,294	78,201	80,156	82,160	84,214	86,319	88,477	90,689	92,957	95,280	97,662	100,104	102,607	105,172	107,801	110,496	113,259	Grade			
	2,658	2,725	2,793	2,863	2,934	3,008	3,083	3,160	3,239	3,320	3,403	3,488	3,575	3,665	3,756	3,850	3,946	4,045	4,146	4,250	4,356	12			
	33.23	34.06	34.91	35.79	36.68	37.60	38.54	39.50	40.49	41.50	42.54	43.60													



Wage Compensation and Classification Study Town of Berlin, Maryland

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Executive Summary

External Competitiveness Takeaway

Overall, job titles at the Town of Berlin are compensated 8.5% below market. Compensation is lagging the market across most departments, as shown below.

Department	Market Position
Administration	4.6% below market
Economic Development	22.1% below market
Electric Utility	0.1% above market
Finance	7.9% below market
Planning & Zoning	17.2% below market
Police	5.7% below market
Public Works	8.6% below market
Water Resources	8.9% below market
Overall	8.5% below market

Recommendations for holistic compensation adjustments for all job titles at the Town is delineated in the report. No wage reductions are recommended.

Process

Paypoint HR is pleased to present this comprehensive Wage Compensation and Classification Study to the Town of Berlin, Maryland. The study began with initial kick-off meeting with the Human Resources Director and the Town Administrator on November 29, 2022. The Final Report was completed for presentation to the Town in Spring 2023.

The point of the Executive Summary is to give an overview of the most important issues and opportunities identified by the consulting team during the study. The reader is highly encouraged to read the document in its entirety in order to gain an understanding of the recommendations within the report. The study takes into consideration both short and long-term concerns. The intent of the study was to provide the leadership team and Human Resources with a process for ascertaining equitable value of positions on a competitive salary scale. The study compared existing pay to compensation scales of organizations identified to be valid comparators to the Town. This report provides a review and update of the classification and compensation plan for the Town's employees. Paypoint HR has identified opportunities, but it is up to the Town's leadership to determine which are most appropriate and the timing of implementation.

In considering the options for implementation, it is critical to understand the costs and benefits related to each option. By utilizing market data and analysis it is possible to make informed decisions with regard to possible changes. However, in addition to the quantitative economic cost and benefit, it is important to consider the social/cultural impact of implementation and management. The Town of Berlin will need to consider all components in making final decisions.

The study was divided into two parts: a classification phase and a compensation phase. The classification phase included identification, review, and analysis of specific work being performed in various positions. That data was then used to simplify positions and match them to the external market in an "apples to apples" comparison. The compensation phase consisted of an initial baseline analysis and an external market survey of local public organizations to determine what the local labor market pays for specific jobs.

The study included approximately 78 employees within roughly 60 distinct classifications. The study recommendations indicate what actions should be taken, to avoid loss of qualified staff and address difficulties in recruiting new employees for the Town. In addition, it was expected that the study would recommend adjustments to the Town's salary placement procedures, policies, and salary structure, to allow appropriate ongoing compensation administration.

Comprehensive surveys like this establish a credible pay structure that is fair for the work completed and strategically positions the Town of Berlin competitively in the labor market. The desired result is the improved ability to attract and retain quality staff that perform at high levels to meet the growing demands of the community.

Major Milestones for the Project

An initial kick-off meeting with the Human Resources Director and the Town Administrator on November 29, 2022. A Kickoff Meeting for department heads was held on December 14, 2022.

Employee Briefing Sessions were held at the Town on January 4th with groups of employees from all departments to discuss the project, their roles, and to review the job analysis questionnaire.

Paypoint HR conducted a job evaluation for an internal review of job family classifications based on the responses to the PVPs.

An analysis of the existing pay scale was completed.

External Market Comparators were vetted using economic and demographic data to determine which comparators were most like the Town to ensure validity.

Internal positions were reviewed, and benchmark positions were selected for inclusion in the external survey.

The external market survey was sent out to a total of 43 comparator organizations and responses from 21 participants were collected. Typical surveys of this type yield a 5-10% response rate. Berlin's study response rate is considered excellent at 49%.

Survey Respondents

Caroline County, MD	Centreville, MD	Delmar, MD	Dorchester County, MD
City of Dover Electric Department, DE	Federalsburg, MD	Fruitland, MD	Hagerstown Light Department, MD
Kent County, DE	Laurel, DE	Milford, DE	Millsboro, DE
Milton, DE	Ocean City, MD	Queen Anne's County, MD	Salisbury, MD
Seaford, DE	Selbyville, DE	Somerset County, MD	Sussex County, DE
Thurmont Electric Department, MD			

Comparators

Purpose

To determine economically comparable organizations for inclusion in the external market study by comparing economic metrics of Berlin to those of similar communities.

Methodology

The goal was to understand how each of the thirty-seven (37) identified communities compared with Berlin. The six (6) metrics that were chosen for evaluation were population, unemployment rate, labor force participation rate, median household income, cost of living adjustment, and median housing price. Each metric was assumed to be equally important and were examined individually and in combination.

A statistic was produced for each metric by first taking the absolute value of the difference between the metric for a similar community and the same metric for Berlin, for example, the difference between the population of Berlin and Ocean City. The difference was then divided by the standard deviation to understand how the difference varied for each similar community in relation to the sample population of the thirty-seven (37) communities as a whole.

If any of the metrics had a value in excess of three standard deviations, then the community was considered to not be a good comparator for Berlin – highlighted in **red** below. Comparators highlighted in **green** were perceived by the client as a valid comparator.

From a statistical perspective, Chebyshev's Inequality Theorem indicates that 88.8% of all data values would be within three (3) standard deviations of the mean for a generic distribution. If a normal distribution exists, then values less than three (3) standard deviations account for 99.73% of the population. The choice of comparison is therefore statistically sound and appropriate.

A summary table of these calculations is presented in the following tables. (Sample calculations are also presented.)

Table 1 – Potential Comparators – Maryland

Cambridge	Caroline County	Centreville	Crisfield
Delmar	Denton	Dorchester County	Easton
Federalsburg	Fruitland	Greensboro	Hurlock
Ocean City	Pocomoke City	Princess Anne	Queen Anne's County
Snow Hill	Somerset County	Talbot County	Wicomico County
Worcester County			

Table 2 – Potential Comparators – Delaware

Bridgeville	Camden	Clayton	Delmar
Georgetown	Harrington	Kent County	Laurel
Milford	Millsboro	Milton	Ocean View
Seaford	Selbyville	Smyrna	Sussex County

For reference:

Population

Berlin - 4,740	
Maryland - 6,037,624	Delaware - 967,679
United States - 332,639,000	

Median Housing Price (MHP)

Berlin - \$248,600	
Maryland - \$325,400	Delaware - \$258,300
United States - \$229,800	

Median Household Income (MHI)

Berlin - \$60,301	
Maryland - \$87,063	Delaware - \$69,110
United States - \$64,994	

Cost of Living Adjustment (COLA)

Berlin - 102	
Maryland - 117	Delaware - 105
United States - 100	

Annualized Unemployment Rate (U Rate)

Berlin - 3.1%	
Maryland - 3.5%	Delaware - 3.6%
United States - 3.4%	

Annualized Labor Force Participation Rate (LFP Rate)

Berlin - 66.3%	
Maryland - 67.6%	Delaware - 62.2%
United States - 63.4%	

Table 3 - Economic Data of the Berlin and Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Berlin	4,740	\$248,600	\$60,301	102	3.1%	66.3%
Maryland						
Cambridge	12,300	\$173,800	\$39,063	96	96	60.3%
Caroline County	-	\$213,400	\$59,042	100	100	64.2%
Centreville	4,829	\$338,100	\$98,942	112	112	60.7%
Crisfield	2,572	\$107,500	\$34,444	89	89	57.1%
Delmar	3,321	\$156,800	\$59,659	98	98	70.6%
Denton	4,488	\$197,300	\$50,808	99	99	62.7%
Dorchester County	-	\$187,300	\$52,799	97	97	60.8%
Easton	16,589	\$276,000	\$61,639	105	105	61.7%
Federalsburg	2,668	\$118,400	\$31,915	92	92	54.4%
Fruitland	5,281	\$165,300	\$52,392	99	99	66.2%
Greensboro	2,873	\$146,500	\$39,821	96	96	60.1%
Hurlock	2,390	\$137,600	\$58,750	91	91	63.8%
Ocean City	6,957	\$292,100	\$55,954	108	108	60.2%
Pocomoke City	4,072	\$135,400	\$38,402	92	92	61.2%
Princess Anne	3,525	\$137,000	\$34,397	95	95	77.4%
Queen Anne's County	-	\$363,300	\$96,467	118	118	65.4%
Snow Hill	2,206	\$129,100	\$46,750	93	93	62.4%
Somerset County	-	\$131,500	\$44,980	94	94	47.5%
Talbot County	-	\$334,000	\$73,102	113	113	57.4%
Wicomico County	-	\$185,000	\$60,366	99	99	64.8%
Worcester County	12,300	\$267,400	\$65,396	105	105	58.6%

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Berlin	4,740	\$248,600	\$60,301	102	3.1%	66.3%
Delaware						
Bridgeville	3,508	\$312,000	\$47,830	107	1.6%	42.5%
Camden	3,529	\$218,300	\$70,061	104	1.6%	62.1%
Clayton	3,393	\$256,300	\$87,118	106	1.8%	69.5%
Delmar	2,153	\$171,100	\$48,393	95	1.5%	52.4%
Georgetown	7,436	\$222,300	\$41,943	102	3.8%	55.0%
Harrington	3,658	\$187,400	\$56,528	98	3.4%	72.0%
Kent County		\$226,600	\$60,117	102	3.7%	61.6%
Laurel	4,311	\$155,600	\$40,313	92	2.0%	65.0%
Milford	11,463	\$199,600	\$45,948	99	3.5%	58.2%
Millsboro	4,448	\$212,200	\$50,931	102	0.7%	57.1%
Milton	2,993	\$301,800	\$59,924	107	1.0%	49.9%
Ocean View	2,637	\$367,800	\$75,852	119	0.3%	44.0%
Seaford	7,897	\$167,700	\$52,840	95	5.8%	61.4%
Selbyville	2,520	\$322,400	\$72,813	110	0.3%	65.1%
Smyrna	11,694	\$210,300	\$59,830	101	3.2%	71.5%
Sussex County	3,508	\$269,700	\$64,905	106	2.7%	55.3%

Table 4 – Statistics of Potential Comparators

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Maryland						
Cambridge	2.10	1.02	1.34	0.82	1.27	0.82
Caroline County		0.48	0.08	0.27	0.00	0.29
Centreville	0.02	1.22	2.44	1.37	1.06	0.76
Crisfield	0.60	1.93	1.64	1.78	2.28	1.25
Delmar	0.39	1.25	0.04	0.55	0.85	0.59
Denton	0.07	0.70	0.60	0.41	0.48	0.49
Dorchester County		0.84	0.47	0.68	0.69	0.75
Easton	3.30	0.37	0.08	0.41	0.85	0.63
Federalsburg	0.58	1.78	1.80	1.37	0.58	1.62
Fruitland	0.15	1.14	0.50	0.41	2.33	0.01
Greensboro	0.52	1.40	1.30	0.82	0.79	0.85
Hurlock	0.65	1.52	0.10	1.50	1.96	0.34
Ocean City	0.62	0.59	0.27	0.82	0.21	0.83
Pocomoke City	0.19	1.55	1.39	1.37	0.16	0.70
Princess Anne	0.34	1.53	1.64	0.96	0.37	1.51
Queen Anne's County		1.57	2.29	2.18	0.58	0.12
Snow Hill	0.71	1.63	0.86	1.23	1.32	0.53
Somerset County		1.60	0.97	1.09	0.69	2.56
Talbot County		1.17	0.81	1.50	0.74	1.21
Wicomico County		0.87	0.00	0.41	1.06	0.20
Worcester County		0.26	0.32	0.41	0.16	1.05

Community	Population	MHP	MHI	COLA	U Rate	LFP Rate
Delaware						
Bridgeville	0.34	0.87	0.79	0.68	0.79	3.25
Camden	0.34	0.41	0.62	0.27	0.79	0.57
Clayton	0.37	0.11	1.70	0.55	0.69	0.44
Delmar	0.72	1.06	0.75	0.96	0.85	1.90
Georgetown	0.75	0.36	1.16	0.00	0.37	1.54
Harrington	0.30	0.84	0.24	0.55	0.16	0.78
Kent County		0.30	0.01	0.00	0.32	0.64
Laurel	0.12	1.27	1.26	1.37	0.58	0.18
Milford	1.87	0.67	0.91	0.41	0.21	1.10
Millsboro	0.08	0.50	0.59	0.00	1.27	1.25
Milton	0.49	0.73	0.02	0.68	1.11	2.24
Ocean View	0.59	1.63	0.98	2.32	1.48	3.04
Seaford	0.88	1.11	0.47	0.96	1.43	0.67
Selbyville	0.62	1.01	0.79	1.09	1.48	0.16
Smyrna	1.94	0.52	0.03	0.14	0.05	0.71
Sussex County		0.29	0.29	0.55	0.21	1.50

Additional Comparators

The following list of additional comparators were added by the project team to ensure that the electric department staff, among others, are fairly represented in the study.

- A&N Electric Cooperative
- Choptank Electric Cooperative
- Delaware Electric Cooperative Inc
- Delmarva Power Company
- City of Dover Electric Department, DE
- Easton Utilities, MD
- City of Hagerstown Light Department, MD
- Town of Thurmont Electric Department, MD
- Town of Williamsport Utilities Department, MD

Sample Calculation

Sample Calculation for Ocean City

Population Statistic

Maximum Population = 16,589 (Easton)

Minimum Population = 2,153 (Delmar, DE)

Berlin Population = 4,740

Ocean City Population = 6,957

Sample Average = 5,188

Sample Standard Deviation = 3,593

$$Statistic = \frac{|Berlin - Ocean City|}{s}$$

$$Statistic = \frac{|4,740 - 6,957|}{3,593}$$

$$Statistic = 0.62$$

Benchmark Positions

Benchmark positions are normally chosen to reflect a broad spectrum of class levels. The positions that are selected normally include classes that are most likely to be found in other similar agencies and will therefore provide a sufficient and valid sample for analysis.

Benchmark positions are selected to encompass the entire range of positions from the beginning of the pay ranges to the end and equally interspersed among the pay scale.

In Table 5 through Table 13, the benchmark positions used in the external survey are presented. From this list of benchmark positions, all job titles considered in this audit were examined.

Table 5 – Benchmark Positions – Administration

Job Title	Job Title
Administrative Assistant	Human Resources Director
Assistant to the Mayor / Public Information Officer	Town Administrator
Deputy Town Administrator	Town Clerk

Table 6 – Benchmark Positions – Economic Development

Job Title	Job Title
Administrative Assistant - Economic Development	Director of Economic Development

Table 7 – Benchmark Positions – Elected

Job Title	Job Title
Council Member	Mayor

Table 8 – Benchmark Positions – Electric Utility

Job Title	Job Title
Assistant Power Plant Superintendent	Electric Utility Director
Chief Lineman	Line Crew Superintendent
Electric Line Worker 1st Class	Meter Technician
Electric Line Worker 2nd Class	Power Plant Operator
Electric Line Worker 3rd Class	Power Plant Superintendent
Electric Line Worker Apprentice	Substation Lineman

Table 9 – Benchmark Positions – Finance

Job Title	Job Title
Customer Service Representative	Fiscal Specialist
Customer Service Supervisor	Senior Accountant
Finance Director	Utility Billing Supervisor

Table 10 – Benchmark Positions – Planning & Zoning

Job Title	Job Title
Permits Coordinator	Planning & Zoning Director

Table 11 – Benchmark Positions – Police

Job Title	Job Title
Police Chief	Police Officer First Class
Police Communications Officer	Police Officer Trainee
Police Corporal	Police Records Clerk
Police Detective	Police Senior Officer
Police Lieutenant	Police Sergeant
Police Officer	

Table 12 – Benchmark Positions – Public Works

Job Title	Job Title
Equipment Operator I	Public Works Superintendent
Equipment Operator II	Sanitation Crew Leader
Maintenance Mechanic	Sanitation Laborer
Public Works Director	

Table 13 – Benchmark Positions – Water Resources

Job Title	Job Title
Distribution/Collection Technician	Water Operator 2
Distribution/Collection Technician Lead	Water Superintendent
Spraysite Operator	WWTP Assistant Superintendent
Spraysite Supervisor	WWTP Operator
Stormwater Laborer	WWTP Senior Laboratory Manager
Water & Wastewater Director	WWTP Superintendent
Water Operator	

Compensable Factor Score from Position Vantage Point

To assist in determining the internal hierarchy of positions at the Town, employees and department heads participated in the Position Vantage Point Job Survey. Questions asked in the PVP are divided into four areas: Background, Authority, Skill, and Environment. In these four areas, the following compensable factors were examined:

Education	Complexity
Certifications	Independence
Work Duties	Impact
Work Experience	Physical
Financial Authority	Working Conditions
Supervision	Interaction

Job descriptions were consulted to update both the minimum education level and minimum experience level required for each position. The responses were then evaluated, producing the Compensable Factor Score (CFS) as shown below. For positions, where there was insufficient data from the employee/manager survey, job descriptions were consulted to fill out the survey.

Table 14 – Compensable Factor Score

Position Classification	CFS Score
Town Administrator	797.6
Electric Utility Director	374.5
Finance Director	323.8
Deputy Town Administrator	308.0
Public Works Director	304.1
Police Chief	293.3
Human Resources Director	291.6
Water & Wastewater Director	287.4
Director of Economic Development	269.6
Planning & Zoning Director	269.1
Line Crew Superintendent	198.5

Position Classification	CFS Score
Power Plant Superintendent	198.5
Police Lieutenant	164.4
Assistant Power Plant Superintendent	143.9
WWTP Superintendent	100.6
Water Superintendent	98.4
Public Works Superintendent	96.1
Chief Lineman	89.4
Police Sergeant	65.5
Substation Lineman	58.7
WWTP Assistant Superintendent	51.0
Town Clerk	50.6
Police Corporal	49.8
Electric Line Worker 1st Class	44.4
Police Senior Officer	38.8
Assistant to the Mayor/Public Information Officer	30.6
WWTP Senior Laboratory Manager	30.3
Meter Technician	28.3
Electric Line Worker 2nd Class	25.5
Utility Billing Supervisor	24.1
Police Detective	23.6
Power Plant Operator	23.2
Maintenance Mechanic	21.0
Police Officer First Class	19.3
Senior Accountant	17.0
Sanitation Crew Leader	14.4
Electric Line Worker 3rd Class	14.3

Position Classification	CFS Score
Police Officer	14.1
Distribution/Collection Technician Lead	13.8
Fiscal Specialist	13.7
Permits Coordinator	13.5
Spraysite Supervisor	13.4
Water Operator 2	13.1
Water Operator	10.9
Equipment Operator II	10.8
WWTP Operator	10.7
Distribution/Collection Technician	10.3
Police Records Clerk	10.2
Police Officer Trainee	9.8
Police Communications Officer	8.9
Equipment Operator I	8.7
Electric Line Worker Apprentice	8.7
Spraysite Operator	8.6
Customer Service Supervisor	8.6
Administrative Assistant - Economic Development	8.2
Stormwater Laborer	7.6
Sanitation Laborer	7.4
Customer Service Representative	7.4
Administrative Assistant	6.8

External Market Comparison

A summary of the findings of the external market analysis is presented in Table 15 through Table 19. In Table 20 through Table 28, the external market findings for all position classifications is presented, sorted alphabetically. The minimum, midpoint, and maximum hourly salary for each position classification is presented first. The market average (mean) and the various market quantiles are then presented. Lastly the Compa-Ratio, the ratio of the grade's midpoint divided by the 50th percentile from the external market, which measures the extent of the deviation of the current salary range in comparison to the market median, is presented.

Table 15 – Full-Time Positions Substantially Below Market (Compa-Ratio % Diff < -10%)

Administrative Assistant - Economic Development	Police Sergeant
Director of Economic Development	Public Works Director
Distribution/Collection Technician	Public Works Superintendent
Distribution/Collection Technician Lead	Sanitation Crew Leader
Finance Director	Spraysite Supervisor
Human Resources Director	Stormwater Laborer
Permits Coordinator	Utility Billing Supervisor
Planning & Zoning Director	WWTP Assistant Superintendent
Police Officer First Class	WWTP Operator
Police Senior Officer	WWTP Superintendent

Table 16 – Full-Time Positions Below Market (-10% < Compa-Ratio % Diff < -5%)

Administrative Assistant	Police Records Clerk
Customer Service Supervisor	Senior Accountant
Meter Technician	Town Administrator
Police Communications Officer	Water Superintendent
Police Corporal	

Table 17 – Full-Time Positions Near Market (-5% < Compa-Ratio % Diff < +5%)

Chief Lineman	Police Chief
Customer Service Representative	Police Lieutenant
Electric Line Worker 1st Class	Power Plant Operator
Electric Line Worker Apprentice	Sanitation Laborer
Electric Utility Director	Spraysite Operator
Equipment Operator I	Substation Lineman
Equipment Operator II	Water & Wastewater Director
Fiscal Specialist	WWTP Senior Laboratory Manager

Table 18 – Full-Time Positions Above Market (+5% < Compa-Ratio % Diff < +10%)

None	
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Table 19 – Full-Time Positions Substantially Above Market (Compa-Ratio % Diff > +10%)

Maintenance Mechanic	
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Table 20 – External Market Comparison – Administration

	Admin Assistant	Asst to Mayor / PIO	Deputy Town Admin	Human Resources Director	Town Admin
Market Percentiles					
20%	\$19.19	\$24.20	\$46.50	\$41.40	\$47.27
25%	\$19.23	\$24.98	\$48.32	\$41.40	\$48.08
30%	\$19.84	\$25.21	\$48.54	\$41.41	\$49.04
35%	\$20.00	\$25.82	\$48.77	\$42.98	\$50.53
40%	\$20.32	\$26.59	\$48.92	\$44.17	\$54.36
45%	\$21.75	\$30.06	\$49.01	\$45.46	\$55.29
50%	\$21.75	\$31.74	\$49.09	\$48.09	\$58.77
55%	\$22.23	\$31.75	\$51.22	\$48.09	\$58.92
60%	\$24.30	\$32.28	\$53.35	\$48.09	\$59.88
65%	\$25.76	\$32.53	\$55.00	\$48.32	\$65.34
70%	\$26.26	\$32.70	\$56.18	\$50.39	\$67.33
75%	\$28.27	\$37.03	\$57.35	\$51.88	\$71.80
80%	\$29.51	\$38.51	\$58.85	\$53.21	\$76.41
Mean	\$24.32	\$30.21	\$52.84	\$47.62	\$61.19
Compa-Ratio	-8.0%			-13.9%	-5.9%

	Town Clerk
Market Percentiles	
20%	\$26.60
25%	\$28.10
30%	\$29.28
35%	\$30.87
40%	\$32.14
45%	\$33.17
50%	\$35.53
55%	\$36.03
60%	\$36.54
65%	\$39.88
70%	\$41.66
75%	\$44.25
80%	\$46.57
Mean	\$36.92
Compa-Ratio	

Table 21 – External Market Comparison – Economic Development

	Admin Asst Economic Dev	Director Economic Dev
Market Percentiles		
20%	\$19.57	\$31.96
25%	\$19.57	\$32.77
30%	\$19.61	\$32.77
35%	\$19.76	\$37.18
40%	\$21.27	\$38.23
45%	\$22.48	\$40.28
50%	\$22.97	\$43.50
55%	\$23.49	\$43.50
60%	\$24.72	\$43.66
65%	\$26.43	\$47.49
70%	\$27.84	\$48.29
75%	\$28.27	\$48.29
80%	\$28.88	\$49.43
Mean	\$24.01	\$42.56
Compa- Ratio	-14.8%	-29.3%

Table 22 – External Market Comparison – Elected

	Council Member	Mayor
Market Percentiles		
20%	\$7,500	\$13,290
25%	\$7,500	\$15,000
30%	\$15,000	\$15,000
35%	\$15,000	\$15,000
40%	\$15,000	\$15,600
45%	\$16,000	\$16,000
50%	\$16,000	\$16,000
55%	\$16,000	\$16,000
60%	\$16,000	\$16,400
65%	\$16,000	\$17,000
70%	\$16,000	\$17,000
75%	\$20,000	\$17,000
80%	\$20,000	\$17,200
Mean	\$14,907	\$14,490

Table 23 – External Market Comparison – Electric Utility

	Asst Power Plant Supt	Chief Lineman	Electric Line Worker 1 st Class	Electric Line Worker 2 nd Class	Electric Line Worker 3 rd Class
Market Percentiles					
20%	\$36.28	\$40.39	\$31.07	\$25.94	\$22.48
25%	\$37.36	\$40.95	\$32.17	\$26.49	\$22.85
30%	\$38.21	\$41.08	\$33.19	\$27.02	\$23.28
35%	\$39.35	\$41.22	\$34.38	\$27.65	\$23.73
40%	\$40.47	\$41.49	\$34.55	\$28.41	\$24.38
45%	\$41.93	\$41.65	\$34.55	\$29.42	\$25.23
50%	\$43.38	\$41.65	\$34.55	\$30.39	\$26.04
55%	\$44.22	\$41.65	\$35.00	\$31.22	\$26.86
60%	\$45.32	\$42.43	\$35.40	\$32.03	\$27.58
65%	\$46.73	\$43.60	\$35.94	\$32.98	\$28.37
70%	\$48.51	\$43.63	\$37.47	\$34.38	\$29.64
75%	\$50.54	\$44.69	\$38.64	\$35.60	\$30.59
80%	\$52.35	\$46.16	\$39.77	\$36.73	\$31.50
Mean	\$44.53	\$43.10	\$35.20	\$31.36	\$26.96
Compa- Ratio		0.0%	0.0%		

	Electric Line Worker Apprentice	Electric Utility Director	Line Crew Supt	Meter Technician	Power Plant Operator
Market Percentiles					
20%	\$19.95	\$45.57	\$38.20	\$26.56	\$25.39
25%	\$20.67	\$48.39	\$39.38	\$27.14	\$25.91
30%	\$21.38	\$50.48	\$40.28	\$27.69	\$26.42
35%	\$22.09	\$50.48	\$41.53	\$28.35	\$27.02
40%	\$22.96	\$50.48	\$42.71	\$29.14	\$27.76
45%	\$23.89	\$51.01	\$44.25	\$30.16	\$28.74
50%	\$23.99	\$51.90	\$45.79	\$31.17	\$29.69
55%	\$24.03	\$52.50	\$46.64	\$32.00	\$30.52
60%	\$24.36	\$52.50	\$47.79	\$32.82	\$31.31
65%	\$24.69	\$52.50	\$49.29	\$33.80	\$32.24
70%	\$25.02	\$52.61	\$51.13	\$35.22	\$33.62
75%	\$25.37	\$54.03	\$53.32	\$36.49	\$34.79
80%	\$25.74	\$56.14	\$55.25	\$37.66	\$35.89
Mean	\$23.53	\$52.58	\$46.98	\$32.15	\$30.66
Compa- Ratio	+2.6%	+1.2%		-6.7%	0.0%

	Power Plant Supt	Substation Lineman
Market Percentiles		
20%	\$38.20	\$30.92
25%	\$39.38	\$31.72
30%	\$40.28	\$32.40
35%	\$41.53	\$33.28
40%	\$42.71	\$34.22
45%	\$44.25	\$35.44
50%	\$45.79	\$36.64
55%	\$46.64	\$37.48
60%	\$47.79	\$38.42
65%	\$49.29	\$39.60
70%	\$51.13	\$41.18
75%	\$53.32	\$42.79
80%	\$55.25	\$44.24
Mean	\$46.98	\$37.70
Compa- Ratio		+3.8%

Table 24 – External Market Comparison – Finance

	Customer Service Rep	Customer Service Supervisor	Finance Director	Fiscal Specialist	Senior Accountant
Market Percentiles					
20%	\$17.19	\$18.75	\$40.28	\$23.01	\$25.45
25%	\$18.19	\$20.05	\$42.40	\$23.37	\$25.45
30%	\$18.50	\$20.64	\$43.70	\$24.12	\$25.69
35%	\$18.55	\$20.64	\$45.69	\$25.07	\$25.85
40%	\$19.62	\$20.64	\$45.93	\$25.07	\$26.38
45%	\$19.95	\$20.64	\$50.14	\$25.29	\$27.04
50%	\$19.95	\$22.26	\$52.40	\$25.91	\$27.88
55%	\$20.29	\$24.17	\$52.52	\$27.64	\$27.88
60%	\$20.92	\$27.48	\$54.53	\$28.10	\$27.98
65%	\$22.57	\$30.67	\$54.60	\$28.10	\$28.95
70%	\$23.33	\$33.57	\$55.76	\$29.07	\$32.03
75%	\$23.71	\$35.34	\$61.91	\$29.66	\$33.20
80%	\$24.88	\$35.74	\$65.63	\$30.40	\$34.43
Mean	\$21.58	\$28.48	\$52.92	\$26.59	\$29.24
Compa-Ratio	0.0%	-7.3%	-12.4%	-3.2%	-8.7%

	Utility Billing Supervisor
Market Percentiles	
20%	\$23.35
25%	\$23.51
30%	\$23.51
35%	\$23.51
40%	\$23.79
45%	\$25.14
50%	\$27.88
55%	\$28.34
60%	\$28.63
65%	\$28.90
70%	\$29.90
75%	\$30.19
80%	\$30.19
Mean	\$26.82
Compa- Ratio	-15.7%

Table 25 – External Market Comparison – Planning & Zoning

	Permits Coordinator	Planning & Zoning Director
Market Percentiles		
20%	\$20.99	\$38.17
25%	\$21.45	\$38.97
30%	\$21.45	\$38.97
35%	\$23.29	\$41.48
40%	\$24.34	\$42.57
45%	\$24.70	\$46.48
50%	\$25.60	\$46.65
55%	\$25.60	\$50.43
60%	\$26.46	\$57.23
65%	\$27.95	\$57.38
70%	\$28.71	\$57.62
75%	\$28.94	\$60.96
80%	\$30.49	\$61.65
Mean	\$25.89	\$50.89
Compa- Ratio	-16.2%	-18.2%

Table 26 – External Market Comparison – Police

	Police Chief	Police Comm Officer	Police Corporal	Police Detective	Police Lieutenant
Market Percentiles					
20%	\$46.43	\$18.45	\$31.58	\$25.46	\$35.98
25%	\$47.32	\$18.51	\$32.13	\$25.99	\$37.70
30%	\$48.29	\$18.51	\$32.38	\$26.51	\$38.76
35%	\$48.49	\$20.07	\$32.39	\$27.11	\$38.83
40%	\$49.90	\$20.64	\$32.42	\$27.86	\$41.51
45%	\$52.72	\$20.88	\$32.64	\$28.84	\$41.60
50%	\$53.01	\$21.19	\$33.97	\$29.79	\$43.03
55%	\$53.29	\$21.94	\$34.48	\$30.62	\$45.16
60%	\$54.08	\$22.71	\$36.21	\$31.41	\$45.23
65%	\$55.59	\$24.48	\$37.50	\$32.34	\$45.99
70%	\$65.36	\$26.10	\$38.24	\$33.72	\$47.72
75%	\$67.94	\$26.40	\$41.47	\$34.91	\$51.90
80%	\$70.30	\$27.44	\$42.87	\$36.01	\$54.22
Mean	\$56.71	\$23.28	\$35.70	\$30.76	\$43.51
Compa-Ratio	+0.5%	-5.4%	-6.0%		-3.5%

	Police Officer	Police Officer First Class	Police Officer Trainee	Police Records Clerk	Police Senior Officer
Market Percentiles					
20%	\$23.13	\$26.54	\$20.19	\$21.70	\$28.45
25%	\$23.72	\$26.75	\$20.45	\$21.76	\$29.13
30%	\$24.14	\$26.93	\$20.80	\$23.06	\$29.74
35%	\$24.43	\$28.07	\$21.14	\$23.06	\$30.49
40%	\$25.18	\$28.92	\$21.71	\$23.06	\$31.34
45%	\$25.29	\$29.51	\$22.46	\$24.42	\$32.45
50%	\$25.93	\$29.79	\$23.16	\$25.35	\$33.54
55%	\$26.01	\$30.02	\$23.99	\$25.35	\$34.37
60%	\$26.40	\$30.08	\$24.63	\$25.35	\$35.25
65%	\$26.45	\$31.39	\$25.33	\$25.49	\$36.32
70%	\$26.45	\$32.42	\$26.52	\$27.75	\$37.81
75%	\$26.45	\$36.54	\$27.28	\$27.75	\$39.22
80%	\$26.80	\$36.97	\$28.04	\$27.75	\$40.52
Mean	\$26.21	\$31.12	\$24.04	\$24.84	\$34.56
Compa-Ratio		-11.2%		-9.0%	-13.1%

	Police Sergeant
Market Percentiles	
20%	\$33.22
25%	\$33.96
30%	\$34.31
35%	\$35.11
40%	\$35.49
45%	\$36.34
50%	\$39.89
55%	\$41.75
60%	\$42.25
65%	\$42.44
70%	\$44.44
75%	\$44.44
80%	\$45.09
Mean	\$39.25
Compa- Ratio	-14.9%

Table 27 – External Market Comparison – Public Works

	Equipment Operator I	Equipment Operator II	Maint Mechanic	Public Works Director	Public Works Supt
Market Percentiles					
20%	\$17.00	\$18.61	\$20.96	\$36.86	\$30.85
25%	\$17.02	\$19.33	\$21.44	\$39.60	\$33.17
30%	\$17.29	\$19.99	\$22.52	\$42.80	\$34.08
35%	\$17.56	\$20.00	\$24.74	\$43.42	\$34.62
40%	\$18.11	\$20.09	\$26.39	\$43.79	\$35.74
45%	\$18.88	\$20.15	\$26.76	\$45.00	\$38.15
50%	\$19.06	\$20.89	\$27.49	\$45.00	\$40.29
55%	\$19.41	\$22.14	\$28.71	\$45.95	\$41.57
60%	\$19.43	\$22.70	\$29.88	\$46.45	\$44.64
65%	\$19.59	\$23.58	\$30.08	\$49.88	\$46.48
70%	\$20.76	\$24.00	\$30.11	\$53.28	\$47.23
75%	\$21.62	\$24.00	\$30.49	\$54.29	\$48.08
80%	\$22.24	\$24.46	\$32.41	\$55.43	\$50.58
Mean	\$19.42	\$21.68	\$27.45	\$47.14	\$42.15
Compa- Ratio	+1.9%	-3.5%	+9.4%	-18.1%	-24.8%

	Sanitation Crew Leader	Sanitation Laborer
Market Percentiles		
20%	\$22.51	\$18.79
25%	\$22.88	\$19.70
30%	\$23.31	\$20.11
35%	\$23.76	\$20.11
40%	\$24.41	\$20.11
45%	\$25.26	\$20.11
50%	\$26.08	\$21.12
55%	\$26.90	\$22.19
60%	\$27.61	\$22.94
65%	\$28.41	\$24.01
70%	\$29.68	\$25.95
75%	\$30.63	\$27.19
80%	\$31.54	\$27.62
Mean	\$26.99	\$23.18
Compa- Ratio	-20.2%	-4.8%

Table 28 – External Market Comparison – Water Resources

	D/C Technician	D/C Technician Lead	Spraysite Operator	Spraysite Supervisor	Stormwater Laborer
Market Percentiles					
20%	\$20.50	\$22.26	\$19.48	\$22.10	\$18.69
25%	\$20.77	\$22.62	\$19.70	\$22.45	\$18.88
30%	\$21.13	\$23.04	\$20.03	\$22.86	\$19.19
35%	\$21.48	\$23.48	\$20.33	\$23.29	\$19.44
40%	\$22.06	\$24.12	\$20.87	\$23.93	\$19.96
45%	\$22.82	\$24.96	\$21.59	\$24.76	\$20.65
50%	\$23.55	\$25.76	\$22.27	\$25.56	\$21.28
55%	\$24.37	\$26.59	\$23.09	\$26.38	\$22.10
60%	\$25.03	\$27.29	\$23.71	\$27.08	\$22.71
65%	\$25.73	\$28.08	\$24.38	\$27.86	\$23.34
70%	\$26.93	\$29.34	\$25.54	\$29.12	\$24.47
75%	\$27.72	\$30.27	\$26.25	\$30.04	\$25.12
80%	\$28.50	\$31.17	\$26.96	\$30.92	\$25.78
Mean	\$24.43	\$26.67	\$23.13	\$26.47	\$22.13
Compa-Ratio	-14.6%	-18.5%	0.0%	-11.7%	-13.2%

	Water & Wastewater Director	Water Operator	Water Operator 2	Water Supt	WWTP Assistant Supt
					*though the market data came in at the following rates, due to internal position equity, the data for these positions will be swapped with WWTP Supt.
Market Percentiles					
20%	\$43.53	\$18.55	\$20.65	\$24.91	\$30.08
25%	\$43.65	\$19.28	\$21.63	\$24.91	\$30.84
30%	\$45.17	\$19.73	\$21.95	\$26.23	\$31.50
35%	\$47.87	\$19.94	\$22.26	\$30.29	\$32.33
40%	\$48.60	\$20.00	\$22.73	\$30.29	\$33.24
45%	\$48.60	\$20.00	\$23.35	\$30.34	\$34.42
50%	\$48.60	\$20.00	\$23.97	\$32.52	\$35.59
55%	\$48.73	\$20.05	\$25.17	\$35.06	\$36.42
60%	\$50.11	\$20.60	\$26.36	\$36.61	\$37.35
65%	\$51.48	\$21.26	\$27.32	\$36.94	\$38.48
70%	\$52.84	\$22.19	\$28.04	\$37.05	\$40.03
75%	\$54.12	\$22.86	\$28.76	\$39.22	\$41.58
80%	\$55.32	\$23.20	\$30.38	\$42.76	\$42.98
Mean	\$50.36	\$20.31	\$26.13	\$35.82	\$36.63
Compa-Ratio	0.0%			-6.9%	-22.2%

	WWTP Operator	WWTP Senior Lab Manager	WWTP Supt
			*though the market data came in at the following rates, due to internal position equity, the data for these positions will be swapped with WWTP Asst. Supt.
Market Percentiles			
20%	\$18.14	\$25.50	\$29.17
25%	\$18.45	\$26.76	\$30.44
30%	\$18.75	\$27.31	\$30.44
35%	\$19.70	\$27.89	\$30.60
40%	\$20.00	\$29.36	\$32.78
45%	\$20.24	\$31.00	\$34.40
50%	\$20.83	\$31.68	\$35.93
55%	\$22.70	\$31.68	\$37.39
60%	\$22.93	\$31.72	\$37.39
65%	\$24.23	\$32.00	\$37.71
70%	\$27.13	\$34.09	\$37.75
75%	\$27.52	\$38.47	\$37.90
80%	\$28.63	\$40.39	\$38.94
Mean	\$23.67	\$32.20	\$35.14
Compa-Ratio	-13.6%	0.0%	-15.3%

Proposed Salary Schedules

A regression analysis of the CFS Score and the salary survey results indicate that market median salary for all positions is predicted very well by the CFS Score. The coefficient of determination is 95%, in other words, the knowledge, skills, and abilities identified in the employee/manager Position Vantage Point job description survey correlate very well with the external markets' valuation of the job positions at the Town of Berlin. As a result, a recommended salary scale for all employees is presented in Table 29.

The spread between the minimum and maximum salary for employees was set to 60%. The Ladders, i.e., the distance between grades, was set to be 7.5%.

It is recommended that in subsequent years after the adoption of the recommended pay plan, the Town should adjust the entire salary scale by the CPI annually as budget permits.

Table 29 – Proposed Salary Schedule

Grade	Min	Mid	Max	Step
B01	\$15.00	\$19.50	\$24.00	\$0.45
B02	\$16.13	\$20.96	\$25.80	\$0.48
B03	\$17.33	\$22.53	\$27.74	\$0.52
B04	\$18.63	\$24.22	\$29.82	\$0.56
B05	\$20.03	\$26.04	\$32.05	\$0.60
B06	\$21.53	\$27.99	\$34.46	\$0.65
B07	\$23.15	\$30.09	\$37.04	\$0.69
B08	\$24.89	\$32.35	\$39.82	\$0.75
B09	\$26.75	\$34.78	\$42.80	\$0.80
B10	\$28.76	\$37.39	\$46.01	\$0.86
B11	\$30.92	\$40.19	\$49.46	\$0.93
B12	\$33.23	\$43.20	\$53.17	\$1.00
B13	\$35.73	\$46.44	\$57.16	\$1.07
B14	\$38.41	\$49.93	\$61.45	\$1.15
B15	\$41.29	\$53.67	\$66.06	\$1.24
B16	\$44.38	\$57.70	\$71.01	\$1.33

Proposed Internal Equity

In Table 30 through Table 38, the resulting proposed internal equity for the Town is presented.

Table 30 – Proposed Internal Equity

Grade	Title
B16	Town Administrator
B15	-
B14	Deputy Town Administrator Electric Utility Director Finance Director Human Resources Director Police Chief Public Works Director Water & Wastewater Director
B13	Director of Economic Development Planning & Zoning Director Line Crew Superintendent Power Plant Superintendent
B12	Assistant Power Plant Superintendent Police Lieutenant
B11	Chief Lineman Public Works Superintendent Water Superintendent WWTP Superintendent
B10	Police Sergeant Substation Lineman
B09	Electric Line Worker 1st Class Police Corporal Town Clerk WWTP Assistant Superintendent
B08	Assistant to the Mayor/Public Information Officer Police Senior Officer WWTP Senior Laboratory Manager
B07	Electric Line Worker 2nd Class Meter Technician Police Detective Power Plant Operator Utility Billing Supervisor

Grade	Title
B06	Maintenance Mechanic Police Officer First Class Senior Accountant
B05	Distribution/Collection Technician Lead Electric Line Worker 3rd Class Fiscal Specialist Permits Coordinator Police Officer Sanitation Crew Leader Spraysite Supervisor Water Operator 2
B04	Distribution/Collection Technician Equipment Operator II Police Records Clerk Water Operator WWTP Operator
B03	Administrative Assistant - Economic Development Customer Service Supervisor Electric Line Worker Apprentice Equipment Operator I Police Communications Officer Police Officer Trainee Spraysite Operator
B02	Administrative Assistant Customer Service Representative Sanitation Laborer Stormwater Laborer
B01	-

Table 31 – Proposed Internal Equity – Administration

Grade	Title
B16	Town Administrator
B14	Deputy Town Administrator Human Resources Director
B09	Town Clerk
B08	Assistant to the Mayor/Public Information Officer
B02	Administrative Assistant

Table 32 – Proposed Internal Equity – Economic Development

Grade	Title
B13	Director of Economic Development
B03	Administrative Assistant - Economic Development

Table 33 – Proposed Internal Equity – Electric Utility

Grade	Title
B14	Electric Utility Director
B13	Line Crew Superintendent Power Plant Superintendent
B12	Assistant Power Plant Superintendent
B11	Chief Lineman
B10	Substation Lineman
B09	Electric Line Worker 1st Class
B07	Electric Line Worker 2nd Class Meter Technician Power Plant Operator
B05	Electric Line Worker 3rd Class
B03	Electric Line Worker Apprentice

Table 34 – Proposed Internal Equity – Finance

Grade	Title
B14	Finance Director
B07	Utility Billing Supervisor
B06	Senior Accountant
B05	Fiscal Specialist
B03	Customer Service Supervisor
B02	Customer Service Representative

Table 35 – Proposed Internal Equity – Planning & Zoning

Grade	Title
B13	Planning & Zoning Director
B05	Permits Coordinator

Table 36 – Proposed Internal Equity – Police

Grade	Title
B14	Police Chief
B12	Police Lieutenant
B10	Police Sergeant
B09	Police Corporal
B08	Police Senior Officer
B07	Police Detective
B06	Police Officer First Class
B05	Police Officer
B04	Police Records Clerk
B03	Police Communications Officer Police Officer Trainee

Table 37 – Proposed Internal Equity – Public Works

Grade	Title
B14	Public Works Director
B11	Public Works Superintendent
B06	Maintenance Mechanic
B05	Sanitation Crew Leader
B04	Equipment Operator II
B03	Equipment Operator I
B02	Sanitation Laborer

Table 38 – Proposed Internal Equity – Water Resources

Grade	Title
B14	Water & Wastewater Director
B11	Water Superintendent WWTP Superintendent
B09	WWTP Assistant Superintendent
B08	WWTP Senior Laboratory Manager
B05	Distribution/Collection Technician Lead Spraysite Supervisor Water Operator 2
B04	Distribution/Collection Technician Water Operator WWTP Operator
B03	Spraysite Operator
B02	Stormwater Laborer



November 13, 2023
Weekly Report

Departments this Week:

Town Administrator

- The Town is participating in [Operation Green Light](#) to honor veterans from 11/6 to 12. Look for green streetlights and exterior lighting on Town Hall.
- Most Town offices will be closed on Friday, November 10 in observance of Veterans Day and on Thursday and Friday, November 23rd and 24th for Thanksgiving.
- There were two motor vehicle accidents over the weekend/early in the week that damaged Town property. Over the weekend, a vehicle left the road on Flower Street and went through the entry-way flower bed and into the fence at Henry Park. On Monday a vehicle left the road and damaged signs (SHA) and the Town fire-hydrant at Rt. 50 and Seahawk. Because of the depth of that hydrant, a contractor will need to effect repairs. Both incidents have been filed with insurance, but repairs will proceed as soon as possible.
- A preliminary Strategic Plan Work Group meeting was held on Monday, November 6th. Discussion regarding moving forward with Phase II will be on the agenda of the Monday, November 13th Meeting and BEACON is scheduled to make a presentation of the survey data at the Dec. 11 Meeting.
- Bid opening for RFP 2023-09 - Broad Street Pump Station Replacement project, was held on Wednesday, November 1, 2023. This will be on the agenda for award at the November 13, 2023, meeting.
- Heron Park Demolition: DBF will present the RFP for the Heron Park Demolition at the November 13, 2023, meeting.
- Adjustments to the Town's overall fee schedule will be presented by Resolution at the Nov. 13th meeting.
- The Christmas Tree is scheduled for pick-up/arrival in Town on Tuesday, November 14th.

Economic and Community Development

- The Berlin Bubble Project was a big success for us. Jeff Auxer and I are working on another project beginning in December. This one: Snowballs
- Arranging for the town Christmas tree to be paraded through town via horse-drawn carriage on November 14th, approximately 3-4pm TBD.
- Christmas Parade is now full
- Working on holiday event planning
- 2024 event schedule rack cards are available at Town hall and the welcome center
- Submitted the quarterly report for the Strategic Demolition Grant
- I am attendig the Maryland Tourism Coalition Summit this week.

Electric

- Stephen Decatur Park-Truck and Treat Event
- Downtown-Christmas Lights
- Public works-Assist with bulk pickup

- Walsh Lane-Pole top maintenance
- Install Ice & Tree Lighting Banners
- Stephen Decatur Park-Replace electric panel & disconnect.
- Baker & North Main-Repair Tree Uplighting
- Power Plant-Berlin Intermediate School Tour

Finance Director

- FY 2024 1st QTR financial highlights
- Capital projects for FY 2024, project status, funding, and completion dates.
- Finishing audit with PKS and Co.
- Budget amendments for FY 2024
- DBF invoices review and processing
- Credit card payments and processing- Shirley
- Bank reconciliations and journal entries - Melissa
- Electric rate study paperwork and necessary reports for evaluation
- Working with Booth and Assoc-in process
- Water and electric meter readings- Michelle
- Electric smart meters funding, search for bond or loan
- Smart metering project planning and Tyler integration
- Check processing and credit card payments, review registers, checks, and Town's card payments - Shirley.
- Department meetings scheduled, projects, and planning.
- Budget planning for FY 2025

Human Resources Director

- Payroll and Payroll Reports x2.
- Attended the Certified Public Manager Program Lunch on Wednesday, October 18th. It was held at the University of Baltimore Schaffer School for Public Policy.
- Working on a step and grade placement system for the FY25 budget. Staff report to be included in the November 13, 2023, Mayor and Council Packet asking for guidance on implementation practices.
- Attended the SHRM Active Shooter Training in Salisbury on 10/24/23. It was a great training, I would love to have this person do a training here as well.
- Interviews take place for the Water Operator Position on 10/25/23.
- Coordinated hosting of a Town-sponsored blood drive with the Blood Bank of Delmarva on 10/24/23. In total, we had 25 units of blood collected. There were an additional seven people who intended to donate but were unable to on the day off for whatever reason. Hopefully, we can host more in the future. I did ask them about future dates, and they are interested, but I have not received actual dates as of now.
- Recertified Maryland State Retirement Sick Leave for Lt. Lawson. This is required for all retirees 30 days after retirement. After this process, I then can archive him in ADP.
- Mary and I attended the LGIT Annual Meeting in Annapolis on Thursday, November 2nd.
- Attended the Coastal Style Best of Event with Mayor Tyndall, Mary Bohlen, Ivy Wells, and Sara Gorfinkel on Friday, November 3rd.

- Onboarded the Building Maintenance and Custodial Worker, Jesse Burroughs, on Wednesday, November 1st.
- Onboarded two new Police Recruits on Monday, November 6th, Nicolas Rickards and Matthew Ebke, who will begin the academy in January 2024.
- Finalized claim information with LGIT/Royal Plus for the damage to the wall in the Council Chambers.
- Filed a claim for a hydrant that was hit by a non-member vehicle on 11/06/23.
- Filed a claim for the damage to Henry Park which was caused by a non-member vehicle on 11/05/23.

Planning Department

- Issued 3 Certificates of Occupancy.
- Issued 7 Building Permits which included one new single-family dwelling, one detached garage, one siding permit, one roofing permit, one fence permit, and 2 residential renovation permits.
- Attended the Beacon Strategic Plan meeting on 11/6/2023.
- The Planning Commission will meet on Wednesday, 11/8/2023.
- The Historic District Commission met Wednesday, 11/1/2023, and approved new signage for The Dusty Lamb on Bay Street.

Police Department

- 10/2 - 10/6: Pfc Avery Marshall completed the Basic Instructor Course (Maryland Police Training & Standards Commission Certified) at the Eastern Shore Criminal Justice Academy in Salisbury, MD.
- 10/3: Chief Downing and April R. Payne. Worcester Liquor License Administrator hosted an informational meeting with town liquor license holders and town staff (Ivy Wells & Allison Early) to review regulations and common questions.
- 10/11: Sgt Bragg attended an active shooter planning tabletop discussion with members of the Atlantic General Hospital team.
- 10/11: Lt Fisher, Sgt Bragg, and Senior Officer Bragg completed the mandated Law Enforcement Emergency Medical Care Course (LEEMC) recertification at the Eastern Shore Criminal Justice Academy in Salisbury, MD.
- 10/15: The written portion of the corporal's testing process was completed by Senior Officers Kerr, Bratten, Lloyd, and Pfc Marshall.
- 10/23-10/27: Sgt Bragg completed the First Line Administrator Course at the Eastern Shore Criminal Justice Academy in Salisbury, MD.
- 10/25: The oral interview and mock community presentation portions of the corporal's testing process was completed with assistance from the Cambridge, Delmar, and Denton Police Departments. Lt Secrist of the Denton Police Department was the chairperson of the process.
- 10/25: Chief Downing participated in an active shooter discussion at the Worcester Preparatory School.
- 10/28: Members of the Berlin Police Department (Lt Fisher, Sgt Bragg, A/Sgt Collins w/ Dock, Senior Officer Bragg, Pfc Marshall, and Records Clerk Downing participated in the Halloween "Trunk or Treat" at Stephen Decatur Park.

- 11/6: Nicholas Rickards and Matthew Ebke were hired by the Town of Berlin to attend the entry-level police training at the Eastern Shore Criminal Justice Academy in Salisbury, MD.
- 11/6: A/Sgt Collins w/ Dock participated in the Touch a Trunk at the Worcester Preparatory School.
- 11/6: Chief Downing participated in the Town of Berlin Strategic Planning Process with several stakeholders and Department Heads led by the BEACON at Salisbury University.
- Collisions – 19; Arrests – 5

Public Works

- Bulk pickup went smoothly on 11/1. We made over 80 stops, and picked up over 3 tons of trash, and almost 1 ton of scrap metal. Bulk pickup for Thursday's trash route will take place tomorrow, 11/8. Just a reminder that everyone must register ahead of time to be picked up.
- Our Grounds Maintenance Worker, Jesse Burroughs, began working on 11/1. He will be maintaining Town Hall, public restrooms, and other town-owned buildings.
- Parts are in for our automated trash truck, and we are hopeful it will be ready for pick up at the end of the week. Once we receive it back our trash collection schedule will return to normal. All trash is still being collected, but normal pickup times may be delayed. Recycling collection has continued as normal.
- With the leaves falling, our street sweeper has been running weekly to try and keep debris off the streets.
- Cleaning and maintenance in parks and town buildings/restrooms has been done daily.

Water Resources

- Replaced broken water valve on West St with 3 new valves.
- Meter Reading and re-reads
- Ribbon cutting for Branch St well.
- Held interviews for the Water Operator position.
- Participated in Truck-or-Treat event.
- One employee attended virtual training.
- Submitted applications to MDE for operator certification for two employees.
- Gave tour of WWTP to Lewes Board of Public Works
- Hauled dry sludge to landfill.
- Troubleshoot equipment power failure at WWTP and replaced bad controller.
- Repaired cable to drying bed mole
- Assist with Bulk Pick-up
- Two employees took a pesticide certification exam.
- Bid opening for Broad St lift station.
- Investigating options for High Tide monitoring at spray sites
- Clean 346 East lift station

Berlin Bubble Project



Scavenger Hunt

In the Town of Berlin
where dreams take flight,
Glass bubbles wait, out of sight.
Downtown gardens and hidden looks,
Search for them in cozy nooks.

Stephen Decatur's charm entwined,
Amongst the greens, a glassy find.
Burbage Park's ping pong place,
A bubble tucked in a secret place.

Henry Park, a spot serene,
There lies a bubble, yet unseen.

Once found, they're yours to claim,
Online, your treasure to proclaim.

Hunters seek with hearts aglow,
To find these bubbles, to and fro.
Register them, they'll be yours to hold,
A treasure found, a story told.

All bubbles are hidden in ADA accessible locations. None are up higher than your waste, on private property, the grounds of the museum or church.



Check Run Reports for:

10.17.23

10.19.23

10.24.23

10.25.23

10.26.23

CREDIT CARD STATEMENTS



Town of Berlin, MD

Payment Register

APPKT02838 - 20231017SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number: 0003317
Vendor Name: CARTER MACHINERY COMPANY INC

Total Vendor Amount
106,250.00

Payment Type: Check
Payment Number: 00053873

Payment Date: 10/17/2023
Payment Amount: 106,250.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00053873	MEA FUNDS FOR NATURAL GAS ENGINES POWER PLANT	10/17/2023	10/17/2023	0.00	106,250.00

Payment Register

APPKT02838 - 20231017SW

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	1	1	0.00	106,250.00
Packet Totals:		1	1	0.00	106,250.00



Town of Berlin, MD

Payment Register

APPKT02839 - 20231019SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name			Total Vendor Amount
0003621	ASHLIE KOZLOWSKI			25.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
REFUND	PARK RESERVATION DEPOSIT	10/17/2023	10/17/2023	0.00 25.00

Vendor Number	Vendor Name			Total Vendor Amount
0000394	BOOTH & ASSOCIATES INC			11,158.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	11,158.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
8282502682	PROJ P.Z943734.F.50	10/19/2023	10/19/2023	0.00 11,158.00

Vendor Number	Vendor Name			Total Vendor Amount
0000581	COMPTROLLER OF MARYLAND			524.51
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	524.51	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
SEPT FY 24	ENVIRONMENTAL TRUST FUND REPORT	10/17/2023	10/17/2023	0.00 524.51

Vendor Number	Vendor Name			Total Vendor Amount
0000583	COMPTROLLER OF MARYLAND			38,521.20
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	38,521.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
BRF-1 3RD QRT FY 24	BAY RESTORATION FEES	10/19/2023	10/19/2023	0.00 38,521.20

Vendor Number	Vendor Name			Total Vendor Amount
0000584	COMPTROLLER OF MARYLAND			2,412.86
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	2,412.86	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
SEPT FY 24	ELECTRIC UNIVERSAL SERVICE PROGRAM FUND	10/17/2023	10/17/2023	0.00 2,412.86

Vendor Number	Vendor Name			Total Vendor Amount
0002532	JENSEN KELSEY			186.32
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	186.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
10/02/2023	MILEAGE& INCIDENTAL CPM LUNCHEON BALTIMORE	10/19/2023	10/19/2023	0.00 186.32

Vendor Number	Vendor Name			Total Vendor Amount
0003505	MCWILLIAMS CHARLES			150.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		10/19/2023	150.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
REIMB	SAFETY BOOTS	10/17/2023	10/17/2023	0.00 150.00

Payment Register**APPKT02839 - 20231019SW**

Vendor Number	Vendor Name					Total Vendor Amount	
0002163	TOWN OF BERLIN					31,803.47	
Payment Type	Payment Number					Payment Date	Payment Amount
Check						10/19/2023	31,803.47
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
OCT FY 24	TOWN UTILITY BILLINGS	10/17/2023	10/17/2023	0.00	31,803.47		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	8	8	0.00	84,781.36
Packet Totals:		8	8	0.00	84,781.36



Town of Berlin, MD

Payment Register

APPKT02842 - 20231025SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
0003138	CARD SERVICES CENTER					7,559.63
Payment Type	Payment Number	Payment Date	Payment Amount			
Bank Draft	DFT0000443	10/24/2023	131.00			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0182 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	131.00	
	Description					
	BOC CREDIT CARD ARNOLD DOWNING					
Bank Draft	DFT0000444	10/24/2023	1,283.76			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0389 SEPT OCT FY 24	10/24/2023	10/24/2023	0.00	1,283.76	
	Description					
	BOC CREDIT CARD TIM LAWRENCE					
Bank Draft	DFT0000445	10/24/2023	1,779.15			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0371 SEPT OCT FY 24	10/19/2023	10/19/2023	0.00	1,779.15	
	Description					
	BOC CREDIT CARD MARY BOHLEN					
Bank Draft	DFT0000446	10/24/2023	695.53			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0488 SEPT OCT FY 24	10/19/2023	10/19/2023	0.00	695.53	
	Description					
	BOC CREDIT CARD MEGHAN PFALLER					
Bank Draft	DFT0000447	10/24/2023	826.11			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0694 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	826.11	
	Description					
	BOC CREDIT CARD CODY CHESSER					
Bank Draft	DFT0000448	10/24/2023	600.00			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0208 SEPT OCT FY 24	10/23/2023	10/23/2023	0.00	600.00	
	Description					
	BOC CREDIT CARD SARA GORFINKLE					
Bank Draft	DFT0000449	10/24/2023	92.44			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0413 SEPT OCT FY 24	10/19/2023	10/19/2023	0.00	92.44	
	Description					
	BOC CREDIT CARD JAMES LATCHUM					
Bank Draft	DFT0000450	10/24/2023	201.39			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0470 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	201.39	
	Description					
	BOC CREDIT CARD ROBERT CLARK					
Bank Draft	DFT0000451	10/24/2023	377.91			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0447 SEPT OCT FY 24	10/19/2023	10/19/2023	0.00	377.91	
	Description					
	BOC CREDIT CARD DAVE EVANS					
Bank Draft	DFT0000452	10/24/2023	503.31			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0595 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	503.31	
	Description					
	BOC CREDIT CARD JAMES CHARLES					
Bank Draft	DFT0000453	10/24/2023	357.03			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0174 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	357.03	
	Description					
	BOC CREDIT CARD IVY WELLS					
Bank Draft	DFT0000454	10/24/2023	712.00			
	Payable Number	Payable Date	Due Date	Discount Amount	Payable Amount	
	0117 SEPT OCT FY 24	10/25/2023	10/25/2023	0.00	712.00	
	Description					
	BOC CREDIT CARD AUGUST WIENHOLD					

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Manual Bank Draft	12	12	0.00	7,559.63
Packet Totals:		12	12	0.00	7,559.63



Town of Berlin, MD

Payment Register

APPKT02849 - 20231026SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name					Total Vendor Amount
0002406	AE MOORE JANITORIAL INC					313.61
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	313.61	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
442076	PAPER PRODUCTS AND OTHER SUPPLIES	10/17/2023	10/17/2023	0.00	130.56	
442250	PAPER PRODUCTS AND OTHER SUPPLIES	10/19/2023	10/19/2023	0.00	183.05	

Vendor Number	Vendor Name					Total Vendor Amount
0000090	AFLAC					546.48
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	546.48	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
620434	AFLAC EMPLOYEE PAID SUPPLEMENTAL INSURANCE	10/16/2023	10/16/2023	0.00	546.48	

Vendor Number	Vendor Name					Total Vendor Amount
0000246	ATLANTIC PUMPING INC.					1,050.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	1,050.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
361923	PUMP DECATUR FARMS LS	10/19/2023	10/19/2023	0.00	1,050.00	

Vendor Number	Vendor Name					Total Vendor Amount
0000249	ATLANTIC TRACTOR					216.45
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	216.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
P86387	BLADES AND GRASS CUTTER PARTS	10/17/2023	10/17/2023	0.00	216.45	

Vendor Number	Vendor Name					Total Vendor Amount
0000312	BENEFITMALL					75,831.64
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	75,831.64	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
NOV FY 24	BENEFITMALL NOV. 23 BILLING - MED, DENT, VIS, LIFE	10/17/2023	10/17/2023	0.00	75,831.64	

Vendor Number	Vendor Name					Total Vendor Amount
0000334	BERLIN FIRE CO					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10262023	DONATION IN LIEU OF FLOWERS	10/26/2023	10/26/2023	0.00	100.00	

Vendor Number	Vendor Name					Total Vendor Amount
0003622	CHARLES HENDRICKS					25.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				10/26/2023	25.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
REFUND	PARK RESERVATION DEPOSIT	10/23/2023	10/23/2023	0.00	25.00	

Payment Register
APPKT02849 - 20231026SW

Vendor Number	Vendor Name					Total Vendor Amount
0000511	CHOPTANK ELECTRIC COOPERATIVE, INC.					3,474.08
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	3,474.08			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
414700 OCT FY 24	ELECTRIC UTILITY SERVICE SPRAY SITES	10/25/2023	10/25/2023	0.00	3,150.31	
9913024900 OCT FY 24	ELECTRIC UTILITY SERVICE SPRAY SITES	10/24/2023	10/24/2023	0.00	323.77	
Vendor Number	Vendor Name					Total Vendor Amount
0002647	CINTAS RUGS					786.31
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	786.31			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17363075 SEPT FY 24	POWER PLANT TOWELS,RUG & COVERALLS	10/26/2023	10/26/2023	0.00	538.74	
4170955389,4166053028	POWER PLANT TOWELS,RUG & COVERALLS	10/19/2023	10/19/2023	0.00	220.08	
4170955531	RUGS AND RUG CLEANING SERVICE	10/19/2023	10/19/2023	0.00	27.49	
Vendor Number	Vendor Name					Total Vendor Amount
0000534	CJIS-CR					518.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	518.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
APP-9N-028	FINGERPRINTING	10/17/2023	10/17/2023	0.00	518.00	
Vendor Number	Vendor Name					Total Vendor Amount
0000572	COMCAST					1,147.77
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	252.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41 016 0024711 NOV FY24	COMCAST INTERNET & DIGITAL SERVICES	10/23/2023	10/23/2023	0.00	252.85	
Check		10/26/2023	223.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41 016 0041947 NOV FY 24	COMCAST INTERNET & DIGITAL SERVICES	10/23/2023	10/23/2023	0.00	223.85	
Check		10/26/2023	415.42			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41 016 0052845 NOV FY 24	COMCAST INTERNET & DIGITAL SERVICES	10/23/2023	10/23/2023	0.00	415.42	
Check		10/26/2023	31.80			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41 016 0053157 OCT FY 24	TELEVISION SERVICE POLICE DEPT 0053157	10/17/2023	10/17/2023	0.00	31.80	
Check		10/26/2023	223.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
41 016 0149930 NOV FY 24	COMCAST INTERNET & DIGITAL SERVICES	10/23/2023	10/23/2023	0.00	223.85	
Vendor Number	Vendor Name					Total Vendor Amount
0000571	COMCAST BUSINESS					1,431.92
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,431.92			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
184941805	TELEPHONE SERVICES	10/25/2023	10/25/2023	0.00	1,431.92	
Vendor Number	Vendor Name					Total Vendor Amount
0003443	CORE & MAIN LP					7,200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	7,200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
T615346	SMART WATER METERS	10/19/2023	10/19/2023	0.00	7,200.00	

Payment Register

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Vendor Number	Vendor Name					Total Vendor Amount
0002456	CUNNINGHAM ASSOCIATES INC					5,261.79
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	5,261.79			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PJI-0218649	PLAYGROUND EQUIPMENT	10/16/2023	10/16/2023	0.00	5,261.79	
Vendor Number	Vendor Name					Total Vendor Amount
0000678	DAVIS, BOWEN & FRIEDEL					7,050.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	7,050.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
179182	PROJ 0050A116.A01 TYSON PLANT SELECTIVE DEMOLITIO	10/23/2023	10/23/2023	0.00	7,050.00	
Vendor Number	Vendor Name					Total Vendor Amount
0003494	DR JACK LEEB					515.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	515.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3257	PSYCHOLOGICAL ASSESSMENT RECRUIT	10/23/2023	10/23/2023	0.00	515.00	
Vendor Number	Vendor Name					Total Vendor Amount
0000794	EASTERN SHORE COFFEE					63.11
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	63.11			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
657781	DISTILLED WATER	10/19/2023	10/19/2023	0.00	30.96	
657787	WATER & COOLER RENTAL FEES	10/25/2023	10/25/2023	0.00	32.15	
Vendor Number	Vendor Name					Total Vendor Amount
0000847	ENVIROCORP, INC.					221.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	221.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
IN2302394	HYDRANT SAMPLES	10/26/2023	10/26/2023	0.00	221.00	
Vendor Number	Vendor Name					Total Vendor Amount
0000899	FIRE PROTECTIVE SERVICE					200.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	200.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
111220	TH ANNUAL SMOKE/FIRE/STROBE DET TEST/SERVICE	10/24/2023	10/24/2023	0.00	200.00	
Vendor Number	Vendor Name					Total Vendor Amount
0000977	GREAT AMERICA FINANCIAL					492.60
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	492.60			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
35123160	ANNUAL & QUARTERLY FOR PW, ELEC, WR COPIER MACH	10/24/2023	10/24/2023	0.00	183.95	
35430820	GREAT AMERICA	10/25/2023	10/25/2023	0.00	308.65	
Vendor Number	Vendor Name					Total Vendor Amount
0001032	HILL'S ELECTRIC MOTOR SERVICE INC.					6,687.04
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	6,687.04			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0143539	REPAIR FRANKLIN KNOLL PUMP	10/17/2023	10/17/2023	0.00	6,687.04	

Payment Register
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Vendor Number	Vendor Name					Total Vendor Amount
0001034	HITCHENS TIRE SERVICE					5,037.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	5,037.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
00460755,00461074	TIRES FOR SANITATION TRUCKS #82 & #15	10/17/2023	10/17/2023	0.00	5,037.50	
Vendor Number	Vendor Name					Total Vendor Amount
0001035	HOLBROOK ENVIRONMENTAL INC					1,000.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,000.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
217871	ANNUAL FUEL LINE TEST POWER PLANT	10/17/2023	10/17/2023	0.00	1,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001068	INTERCOASTAL TRADING INC.					1,793.20
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,793.20			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
233722,721,720,727	BLEACH	10/19/2023	10/19/2023	0.00	1,793.20	
Vendor Number	Vendor Name					Total Vendor Amount
0001083	J & A BOTTLELESS WATER COOLERS INC					87.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	87.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
67010	QUARTERLY RENTAL OF WATER COOLER AND SERVICING	10/19/2023	10/19/2023	0.00	87.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002532	JENSEN KELSEY					28.03
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	28.03			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10/24/2023	MILEAGE SHRM ACTIVE SHOOTER TRAINING	10/25/2023	10/25/2023	0.00	28.03	
Vendor Number	Vendor Name					Total Vendor Amount
0001218	KEEN COMPRESS GAS					250.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	250.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
31136038	TORCH GAS	10/25/2023	10/25/2023	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001286	LEGAL SHIELD					31.90
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	31.90			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
139007 OCT FY 24	LEGAL SHIELD EMPLOYEE PAID	10/17/2023	10/17/2023	0.00	31.90	
Vendor Number	Vendor Name					Total Vendor Amount
0001316	LOCAL GOVERNMENT INSURANCE TRUST					11,372.27
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	11,372.27			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000423	LGIT INS. FUNDS FROM WALL IN CHAMBERS PASS-THROU	10/23/2023	10/23/2023	0.00	11,372.27	

Payment Register
APPKT02849 - 20231026SW

Vendor Number	Vendor Name					Total Vendor Amount
0001391	MARYLAND COAST DISPATCH INC					142.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	142.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
154929	PUMPKIN SCAVENGER HUNT ADS	10/25/2023	10/25/2023	0.00	142.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001394	MARYLAND DEPT OF THE ENVIRONMENT					50.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	50.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0230001 CERTIFY	OPERATOR CERT SCOOPER	10/19/2023	10/19/2023	0.00	50.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001495	MIDDLE DEPARTMENT INSPECTION AGENCY					2,505.91
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	2,505.91			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
849048, 170, 172, 173, 175	INSPECTION SERVICES	10/19/2023	10/19/2023	0.00	2,034.91	
849339, 849342	INSPECTION SERVICES	10/26/2023	10/26/2023	0.00	471.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001565	NATIONWIDE RETIREMENT SOLUTIONS					3,620.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	3,620.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PPE 10/22/2023	NATIONWIDE EMPLOYEE CONTRIBUTIONS DEFERRED COM	10/23/2023	10/23/2023	0.00	3,620.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001677	PENINSULA DRY CLEANERS, INC					28.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	28.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
#943	DRY CLEANING	10/16/2023	10/16/2023	0.00	28.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001697	PIGG, KRAHL, STERN & CO., P.A.					1,950.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,950.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
247395	FY 23 AUDIT	10/16/2023	10/16/2023	0.00	1,950.00	
Vendor Number	Vendor Name					Total Vendor Amount
0001717	PNC BANK, N A					71,424.20
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	71,424.20			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
603869013 FY 24	GRICE, GRAHAM, VINE STS BOND PAYMENT	10/23/2023	10/23/2023	0.00	71,424.20	
Vendor Number	Vendor Name					Total Vendor Amount
0001725	PPC LUBRICANTS					1,532.30
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,532.30			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2183464	POWER PLIANT ENGINE OIL	10/19/2023	10/19/2023	0.00	1,532.30	

Payment Register
APPKT02849 - 20231026SW

Vendor Number	Vendor Name					Total Vendor Amount
0001753	R D GRIER & SONS					75.69
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	75.69			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1393516-01	VARIOUS SIZES STAINLESS STEEL BOLTS,NUTS,WASHERS	10/19/2023	10/19/2023	0.00	75.69	
Vendor Number	Vendor Name					Total Vendor Amount
0001840	ROYAL PLUS INC					5,000.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	5,000.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0053057	WALL IN COUNCIL CHAMBERS DEDUCTIBLE	10/17/2023	10/17/2023	0.00	5,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002795	SANDPIPER ENERGY INC					52.37
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	52.37			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
06-605972-67941-1 OCT FY 2	NATURAL GAS PD	10/26/2023	10/26/2023	0.00	52.37	
Vendor Number	Vendor Name					Total Vendor Amount
0003222	SFS TOOLS AND SAFETY LLC					187.38
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	187.38			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
424956	NR1 ADAPTER FOR DRILL	10/17/2023	10/17/2023	0.00	187.38	
Vendor Number	Vendor Name					Total Vendor Amount
0002885	STANFORD TROY MAWYER					800.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	800.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
101423	MSAC OPERATING GRANT FUNEDED - OKTOBERFEST MUS	10/19/2023	10/19/2023	0.00	800.00	
Vendor Number	Vendor Name					Total Vendor Amount
0003467	SUNRISE SAFETY SERVICES INC					67.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	67.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0039823	EV SIGN FOR CHARGING STATION	10/17/2023	10/17/2023	0.00	67.50	
Vendor Number	Vendor Name					Total Vendor Amount
0002092	THE DEPT OF PUBLIC SAFETY & CORRECTIONAL SVC					70.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	70.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
AB-09-420	METERS LOG ON	10/17/2023	10/17/2023	0.00	70.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002093	THE DISPATCH					284.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	284.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6949	OKTOBERFEST ADS	10/19/2023	10/19/2023	0.00	284.00	

Payment Register

APPKT02849 - 20231026SW

Vendor Number	Vendor Name					Total Vendor Amount
0002786	THE PETE STORE					890.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	890.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
15W169188	TRUCK 82 INJECTOR ENGINE REPAIRS SANITATION	10/16/2023	10/16/2023	0.00	890.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002928	UNIFIRST CORPORATION					427.02
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	427.02			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1430093590	UNIFORMS FOR PUBLIC WORKS DEPARTMENT	10/17/2023	10/17/2023	0.00	142.34	
1430094666	UNIFORMS FOR PUBLIC WORKS DEPARTMENT	10/17/2023	10/17/2023	0.00	142.34	
1430095765	UNIFORMS FOR PUBLIC WORKS DEPARTMENT	10/25/2023	10/25/2023	0.00	142.34	
Vendor Number	Vendor Name					Total Vendor Amount
0003207	UNITED ENERGY TRADING LLC					1,256.62
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	1,256.62			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
240512	POWER PLANT NATURAL GAS TRANSPORT FEES	10/25/2023	10/25/2023	0.00	1,256.62	
Vendor Number	Vendor Name					Total Vendor Amount
0002205	UNITED WAY OF THE EASTERN SHORE					45.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	45.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
PPE 10/22/2023	UNITED WAY EMPLOYEE DONATIONS/CONTRIBUTIONS	10/23/2023	10/23/2023	0.00	45.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002246	VERIZON-000014448231					834.15
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	834.15			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
000014448231 OCT FY 24	TELEPHONE SERVICE	10/23/2023	10/23/2023	0.00	834.15	
Vendor Number	Vendor Name					Total Vendor Amount
0002247	VERIZON-000718605643					58.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	58.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
000718605643 OCT FY 24	VERIZON TELEPHONE SERVICE 5 MILE BRANCH RD	10/23/2023	10/23/2023	0.00	58.44	
Vendor Number	Vendor Name					Total Vendor Amount
0002857	VERIZON-850462866001-13					49.12
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	49.12			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
850-462-866-0001-13 OCT F	VERIZON PHONE SERVICE LT FISHER OFFICE	10/17/2023	10/17/2023	0.00	49.12	
Vendor Number	Vendor Name					Total Vendor Amount
0002299	WELLS IVY					98.25
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	98.25			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10/19/2023 PER DIEM	MEALS 11/7 -11/8	10/23/2023	10/23/2023	0.00	98.25	

Payment Register

APPKT02849 - 20231026SW

Vendor Number	Vendor Name					Total Vendor Amount
0002304	WEST OCEAN CITY ILLNESS & INJURY CENTER					518.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	518.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
20688345,74911,75092	PHYSICAL AND DRUG TESTING FOR NEW APPLICANTS	10/26/2023	10/26/2023	0.00	393.00	
20696181	CHESSER DOT PHYSICAL	10/24/2023	10/24/2023	0.00	125.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002348	WOR WIC COMMUNITY COLLEGE					68.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	68.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13248,13241	K9 AND POLICE TRAINING	10/26/2023	10/26/2023	0.00	68.00	
Vendor Number	Vendor Name					Total Vendor Amount
0002363	WORCESTER COUNTY LANDFILL					996.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		10/26/2023	996.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
309 SEPT FY 24	SLUDGE	10/19/2023	10/19/2023	0.00	996.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	70	60	0.00	225,761.65
Packet Totals:		70	60	0.00	225,761.65

Fund	Name	Amount
98	POOLED CASH	-225,761.65
Packet Totals:		-225,761.65



Town of Berlin, MD

Payment Register

APPKT02844 - 20231025SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number	Vendor Name	Total Vendor Amount	
0003138	CARD SERVICES CENTER	565.60	
Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0000455	10/24/2023	565.60
Payable Number	Description	Payable Date	Due Date
0710 SEPT OCT FY 24	BOC CREDIT CARD KATHRYN DAUB	10/25/2023	10/25/2023
		Discount Amount	Payable Amount
		0.00	565.60

Payment Register

APPKT02844 - 20231025SW

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Manual Bank Draft	1	1	0.00	565.60
Packet Totals:		1	1	0.00	565.60

Cash Fund Summary

Fund	Name	Amount
98	POOLED CASH	-565.60
Packet Totals:		-565.60



Town of Berlin, MD

Payment Register

APPKT02846 - 20231026SW

01 - Vendor Set 01

Bank: BOC AP - BOC AP Checks

Vendor Number		Vendor Name	Total Vendor Amount	
0002338		WISE RONDELL	407.20	
Payment Type	Payment Number		Payment Date	Payment Amount
Check			10/26/2023	407.20
Payable Number	Description		Payable Date	Due Date
10/26/2023	WAGE CONTRACTUAL		10/26/2023	10/26/2023
			Discount Amount	Payable Amount
			0.00	407.20

Payment Register

APPKT02846 - 20231026SW

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
BOC AP	Check	1	1	0.00	407.20
Packet Totals:		1	1	0.00	407.20

Cash Fund Summary

Fund	Name	Amount
98	POOLED CASH	-407.20
Packet Totals:		<u>-407.20</u>



Town of Berlin, MD

Refund Check Register

Refund Check Detail

UBPKT10087 - 20231024MT

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
66-1370001-13	HARVEY, ANN	10/24/2023	25561	207.32			207.32	Deposit
Total Refunds: 1			Total Refunded Amount:	207.32				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	207.32
Revenue Total:	207.32

General Ledger Distribution

Posting Date: 10/26/2023

	Account Number	Account Name	Posting Amount	IFT
Fund: 10 - ELECTRIC				
	10-1110-1098	CLAIM ON CASH-FUND 10	-207.32	Yes
	10-2010-2074	UNAPPLIED CREDITS	207.32	
	10 Total:		0.00	
Fund: 98 - POOLED CASH				
	98-1098-1000	CENTRAL DEPOSITORY CASH	-207.32	
	98-2498-2200	DUE TO OTHER FUNDS	207.32	Yes
	98 Total:		0.00	
	Distribution Total:		0.00	



Town of Berlin, MD

Refund Check Register

Refund Check Detail

UBPKT10074 - Refunds 1 UBPKT10073 Single Billing

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
66-0470101-06	HENRIQUEZ, EDITH SUYAPA	10/25/2023	25559	33.56			33.56	Generated From Billing
Total Refunds: 1		Total Refunded Amount:		33.56				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS / REFUNDS	33.56
Revenue Total:	33.56

General Ledger Distribution

Posting Date: 10/23/2023

	Account Number	Account Name	Posting Amount	IFT
Fund: 10 - ELECTRIC				
	10-1110-1098	CLAIM ON CASH-FUND 10	-33.56	Yes
	10-2010-2074	UNAPPLIED CREDITS	33.56	
	10 Total:		0.00	
Fund: 98 - POOLED CASH				
	98-1098-1000	CENTRAL DEPOSITORY CASH	-33.56	
	98-2498-2200	DUE TO OTHER FUNDS	33.56	Yes
	98 Total:		0.00	
	Distribution Total:		0.00	

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$2,763.11
- Payments	\$2,763.11
- Other Credits	\$0.00
+ Purchases	\$131.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$131.00

Account Number XXXX XXXX XXXX
Credit Limit \$5,000.00\$4,869.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$131.00
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$2,763.11-
09/18	09/18	5544641868AQ3EGTJ	ETCH ART AWARDS SALISBURY MD	\$66.00
09/19	09/19	554887287BM9WXB6Q	MD STATE POLICE ANNAPOLIS MD	\$10.00
09/25	09/25	85504998DS66QYW5L	DRIVEEZMD REBILL 5555555555 MD	\$25.00
09/28	09/28	85504998GS66D7ZA0	DRIVEEZMD REBILL 5555555555 MD	\$25.00
10/05	10/05	25247808N00B8GM95	INTERNATIONAL BRONZE P FORT MYERS FL	\$5.00

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$131.00
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$941.98
- Payments	\$941.98
- Other Credits	\$5.22
+ Purchases	\$717.22
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$712.00

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$788.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$712.00
Minimum Payment Due: \$36.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/09	09/09	52704877W2DYEJ0BK	TIMBERLAND ECOMM STRATHAM NH CREDIT	\$5.22-
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$941.98-
09/08	09/09	52704877V2DYEJ0BL	TIMBERLAND ECOMM STRATHAM NH PROTECTED BALANCE	\$92.22
09/12	09/12	55432867Z5W6JTE8H	AMZN MKTP US*TR5XJ1SC0 AMZN.COM/BILL WA	\$28.99
09/14	09/14	5543286815W7Y07SZ	AMAZON.COM*TX2H14F10 AMZN.COM/BILL WA	\$67.00
09/14	09/14	527082482RQEBJ1ER	ROYAL FARMS #178 BERLIN MD	\$44.00

Transactions continued on next page

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$712.00
Minimum Payment Due: \$36.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/21	09/21	823050988000854WL	SP LINEMENS SUPPLY BINGHAMTON NY	\$76.41
09/22	09/22	22303798A01QRX5R9	7-ELEVEN 41268 OCEAN CITY MD	\$175.00
09/22	09/22	22303798901B8MS6X	7-ELEVEN 41268 OCEAN CITY MD	\$175.00
10/06	10/06	52708248RRQEB6BW2	ROYAL FARMS #178 BERLIN MD	\$20.00
10/07	10/07	55310208R2DLPJZ2	AMAZON.COM*TE5SY8JC0 SEATTLE WA	\$38.60

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	21.74% (v)	\$0.00	32	\$0.00
Cash Advances	25.24% (v)	\$0.00	32	\$0.00
PROTECTED BALANCE	19.99% (v)	\$0.00	32	\$0.00

(v) - variable

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$281.33
- Payments	\$281.33
- Other Credits	\$0.00
+ Purchases	\$826.11
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$826.11

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$673.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$826.11
Minimum Payment Due: \$41.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$281.33-
09/19	09/19	053146187EHVANLF3	THE ADKINS COMPANY BERLIN MD	\$23.43
09/21	09/21	5531020882DJNZDNG	AMZN MKTP US*TX25M0U20 SEATTLE WA	\$25.34
09/28	09/28	55432868F60MTKQ46	SQ *STEPHEN N. JONES, BERLIN MD	\$10.00
09/28	09/28	05436848GBLKGQHMW	WM SUPERCENTER #2560 BERLIN MD	\$163.00
09/29	09/29	55429508GLW149PDP	COLORBLEND FLOWERBULB 8888478637 CT	\$533.50
10/02	10/02	75129958LS66L4MSE	RJ LOCK & SECURITY OF OCEAN CITY MD	\$54.95
10/04	10/04	55432868M62F7RMPS	AMZN MKTP US*T96W24U00 AMZN.COM/BILL WA	\$15.89

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$826.11
Minimum Payment Due: \$41.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$1,067.73
- Payments	\$1,067.73
- Other Credits	\$0.00
+ Purchases	\$357.03
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$357.03

Account Number XXXX XXXX XXXX
Credit Limit \$5,000.00\$4,642.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$357.03
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$1,067.73-
09/08	09/09	85502467VS66H2BSD	J A BOTTLELESS WATER 800-8888888 MD PROTECTED BALANCE	\$87.00
09/12	09/12	05416017Z43A7BB6F	WAL-MART #2560 BERLIN MD	\$23.06
09/13	09/13	5543286805WJ2HTBL	HP *INSTANT INK 855-785-2777 CA	\$14.83
09/20	09/20	823050987000FSRNJ	CANVA* I03914-61617159 CAMDEN DE	\$50.00
09/28	09/28	52704878GRQEBKXSA	DUNKIN #355321 Q35 OCEAN CITY MD	\$106.14
09/30	09/30	75418238H5B78Q87Q	EIG*CONSTANTCONTACT.CO WALTHAM MA	\$76.00

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$357.03
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

XX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$1,110.42
- Payments	\$1,110.42
- Other Credits	\$3.54
+ Purchases	\$95.98
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$92.44

Account Number XXXX XXXX XXXX
Credit Limit \$5,000.00\$4,907.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$92.44
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/11	09/11	55429507Z611JYG9R	SATELLITE INDUSTRIES I MINNEAPOLI CREDIT	\$3.54-
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$1,110.42-
09/08	09/09	05436847WHES8VHR3	84 LUMBER COMPANY #101 MILFORD DE PROTECTED BALANCE	\$60.88
09/13	09/13	556399580MWBXT1N	EXXON VEERA INC. BERLIN MD	\$21.12
10/05	10/05	55263528PBLJ3ZZQE	HARBOR FREIGHT TOOLS34 BERLIN MD	\$13.98

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$92.44
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$2,201.44
- Payments	\$2,201.44
- Other Credits	\$0.00
+ Purchases	\$503.31
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$503.31

Account Number XXXX XXXX XXXX
Credit Limit October 10, 2023 32
Available Credit
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$503.31
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$2,201.44-
09/07	09/09	75504997VS66J49F1	MVA SALISBURY 800-1234567 MD PROTECTED BALANCE	\$100.00
09/08	09/09	05314617WEHXHRHAG	THE ADKINS COMPANY BERLIN MD PROTECTED BALANCE	\$23.24
09/12	09/12	755049980S66JG3QX	MVA SALISBURY 800-1234567 MD	\$100.00
09/14	09/14	054368482BLKHBQGT	WM SUPERCENTER #2560 BERLIN MD	\$66.70
09/21	09/21	0230663888PNL0H6V	MISSION BBQ DOVER, DE. DOVER DE	\$56.67
09/25	09/25	75454918QS66GNS5G	INTERCON TRUCK OF BALT JOPPA MD	\$25.31
09/25	09/25	52704878D2M3T221A	WENDYS 6503 EDGEWOOD MD	\$34.93
10/04	10/04	05410198N31TAVH1P	STAPLES 00112888 OCEAN CITY MD	\$96.46

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$503.31
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$274.97
- Payments	\$274.97
- Other Credits	\$0.00
+ Purchases	\$565.60
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$565.60

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$934.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$565.60
Minimum Payment Due: \$28.00
Payment Due Date: November 4, 2023

MESSAGES

Help us "Go Green" by reducing paper. Visit our website www.24-7cardaccess.com to sign up for electronic statements or to make a payment online.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$274.97-
09/15	09/15	753694383QQLWDEKL	SUNSET GRILLE OCEAN CITY MD	\$156.00
09/21	09/21	0543684888PM1TN9H	FSP*MMCA BOWIE MD	\$52.00
09/22	09/22	5513158892DZ9HZR5	DMI* DELL BUS ONLINE ROUND ROCK TX	\$211.98
09/28	09/28	55131588F2DGX60M4	EDIBLE ARRANGEMENTS 678-992-2300 GA	\$101.15
10/04	10/04	82305098M000DDR1N	IMPRINT.COM HOUSTON TX	\$44.47

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$565.60
Minimum Payment Due: \$28.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$151.00
- Payments	\$151.00
- Other Credits	\$0.00
+ Purchases	\$1,779.15
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,779.15

Account Number XXXX XXXX XXXX
Credit Limit \$10,000.00\$8,220.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$1,779.15
Minimum Payment Due: \$89.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$151.00-
09/27	09/27	55432868E60QLY8WY	AMZN MKTP US*T12F15DC0 AMZN.COM/BILL WA	\$31.75
09/30	09/30	55432868H611T2LVQ	ULINE *SHIP SUPPLIES 800-295-5510 WI	\$122.40
10/01	10/01	55432868J61KD7WWH	IN *D3CORP 410-2132400 MD	\$125.00
10/06	10/06	82301008RS66D6PGX	OPTEON APPRAISAL 602 4434800 AZ	\$1,500.00

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$1,779.15
Minimum Payment Due: \$89.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$455.25
- Payments	\$455.25
- Other Credits	\$0.00
+ Purchases	\$695.53
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$695.53

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$804.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$695.53
Minimum Payment Due: \$35.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$455.25-
09/11	09/11	55432867Y5VZ89ZF5	AMZN MKTP US*TR28Z3QG2 AMZN.COM/BILL WA	\$19.99
09/12	09/12	55429507ZRS5PV708	PESTEDCOMLL 8454814048 NY	\$295.00
09/12	09/12	55429507ZRS5PZKXD	PESTEDCOMLL 8454814048 NY	\$295.00
09/22	09/22	52708248ARQE6M6Y5	ROYAL FARMS #178 BERLIN MD	\$85.54

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$695.53
Minimum Payment Due: \$35.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$0.00
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$377.91
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$377.91

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$1,122.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$377.91
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

Help us "Go Green" by reducing paper. Visit our website www.24-7cardaccess.com to sign up for electronic statements or to make a payment online.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/29	09/29	55463158G5V0WQT11	PITTSVILLE FORD PITTSVILLE MD	\$377.91

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	21.74% (v)	\$0.00	32	\$0.00
Cash Advances	25.24% (v)	\$0.00	32	\$0.00

(v) - variable

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$377.91
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$478.91-
- Payments	\$0.00
- Other Credits	\$0.00
+ Purchases	\$680.30
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$201.39

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$1,221.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$201.39
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/08	09/09	75454917VS66EDJF9	RACETRACK AUTO CENTER BERLIN MD	\$71.32
			PROTECTED BALANCE	
09/15	09/15	0531461832XBQV8XQ	THE ADKINS COMPANY BERLIN MD	\$139.61
09/20	09/20	5543286875YDJ3EN7	AMZN MKTP US*TX6SN5EV1 AMZN.COM/BILL WA	\$41.50
09/20	09/20	5543286875YDYR1G7	AMZN MKTP US*T17UI4O52 AMZN.COM/BILL WA	\$55.98
09/21	09/21	5543286885YHFFLEV	AMZN MKTP US*T12ZY6LG2 AMZN.COM/BILL WA	\$34.98
09/21	09/21	5543286885YPE8GGS	AMZN MKTP US*TX8BZ7VX1 AMZN.COM/BILL WA	\$87.36
09/22	09/22	52708248ARQEBM6YN	ROYAL FARMS #178 BERLIN MD	\$61.01
10/03	10/03	55432868L622BFWKZ	AMZN MKTP US*T92OU5F51 AMZN.COM/BILL WA	\$74.98
10/03	10/03	55432868L6261R6KK	AMZN MKTP US*T93F82Z91 AMZN.COM/BILL WA	\$36.08
10/06	10/06	55432868P62Y19DBH	AMZN MKTP US*T978F0M01 AMZN.COM/BILL WA	\$77.48

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$201.39
Minimum Payment Due: \$25.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

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PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$48.62
- Payments	\$48.62
- Other Credits	\$0.00
+ Purchases	\$600.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$600.00

Account Number XXXX XXXX XXXX
Credit Limit \$1,500.00\$900.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$600.00
Minimum Payment Due: \$30.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$48.62-
09/22	09/22	85184128AS66HQP3A	MARYLAND MUNICIPAL LEA 410-2685514 MD	\$600.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	19.99% (v)	\$0.00	32	\$0.00

(v) - variable

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$600.00
Minimum Payment Due: \$30.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233

Account Number: XXXX XXXX XXXX

Billing Questions:

800-854-7642

Send Billing Inquiries To:

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$1,820.97
- Payments	\$1,820.97
- Other Credits	\$0.00
+ Purchases	\$1,283.76
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,283.76

Account Number XXXX XXXX XXXX
Credit Limit \$5,000.00\$3,716.00
Available Credit October 10, 2023 32
Statement Closing Date
Days in Billing Cycle

PAYMENT INFORMATION

New Balance: \$1,283.76
Minimum Payment Due: \$64.00
Payment Due Date: November 4, 2023

MESSAGES

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TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/02	10/02	85421208K00XVAZJS	PAYMENT - THANK YOU	\$1,820.97-
09/13	09/13	823060680S66D65E3	PROJECT ENERGY SAVERS 718-5966113 NY	\$190.00
09/14	09/14	755049982S66JKWNM	MVA SALISBURY 800-1234567 MD	\$100.00
09/18	09/18	555003786RBGHJS69	WAWA 8502 BALTIMORE MD	\$38.20
09/27	09/27	52708268FHLQ75H8S	HALO BRANDED SOLUTIONS STERLING IL	\$315.56
10/04	10/04	55464948N2M2AAN5B	NCSU OPD INT RALEIGH NC	\$640.00

BANK OF OCEAN CITY
PO BOX 2360
OMAHA, NE 68103-2360

Account Number: XXXX XXXX XXXX
New Balance: \$1,283.76
Minimum Payment Due: \$64.00
Payment Due Date: November 4, 2023

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICES CENTER
PO BOX 71205
CHARLOTTE NC 28272-1205

TOWN OF BERLIN MD
10 WILLIAMS ST
BERLIN MD 21811-1233