



Town Council AGENDA

Monday, May 6, 2024 - 5:30 PM
Council Chambers, Easton Town Office
14 S Harrison Street

5:30 PM: Call to Order by President Gunsallus.

Opening remarks and Pledge of Allegiance by Councilmember Abbatiello.

Approval of Minutes.

Minutes of the April 9 Budget Workshop, April 10 Budget Workshop, April 15 Regular Meeting, April 15 Workshop with Planning Departments, April 17 Budget Workshop.

Fire Board.

Municipal Official Items.

Items by Mayor Cook.

Introduction of EPD Handlers Cpl. Ashley Bayne, Cpl. Anthony Cullings and retiring K-9 dogs.

Approval for Master Nicholas Leshner's Eagle Scout Project as recommended by the Park Board, which consists of the construction of Interpretive Signage on the e/w segment of the rail-to-trail.

FY2024/25 Budget Presentation.

Items by Town Manager

Public Assembly Events:

EHS Class of 2024 Senior Parade, May 17 - 5pm

Academy Art Museum Juneteenth Celebration, June 22 12pm-4pm

July 4 Celebration/Carnival, June 21 - July 4

Backpack Giveaway/New Day New Start Behavioral Health, August 24

Hispanic Heritage Month - Chesapeake Multicultural Resource Center,
September 14 11am - 6pm

Carols by Candlelight Plan A - Friends of Hospice, November 30

Approval for purchase of seven Ford Police Interceptors.

Approval to accept bid as recommended by staff for the Design/Build Stream Restoration Project as submitted by Ecosystem Planning & Restoration in the amount of \$417,930.69.

Approval to accept bid as recommended by staff for Annual Mill & Overlay from David A. Bramble (Bramble) in the amount of \$367,136.

Approval to accept bid as recommended by staff for the Traffic Signal Controller for 5-Corners from Econolite in the amount of \$19,625.94.

Items by Town Attorney.

Shore Health Development Rights Responsibility Agreement (DRRA).

Public Hearings.

5:40 PM PUBLIC HEARING to discuss amendments to the Building Code Ordinances (Ord. 812, Ord. 813, Ord. 814, Ord. 815, Ord. 816, Ord. 817, Ord. 818).

5:45 PM PUBLIC HEARING to discuss Ordinance No. 819 (Purchase Policy).

Legislation.

Ord. 812, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL BUILDING CODE 2021 AND AMENDMENTS THERETO."

Ord. 813, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL RESIDENTIAL CODE 2021 AND AMENDMENTS THERETO."

Ord. 814, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE RELATED TO THE ELECTRICAL CODE."

Ord. 815, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL ENERGY CONSERVATION CODE 2021 AND AMENDMENTS THERETO."

Ord. 816, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL FUEL GAS CODE 2018 AND THE NFPA 58 LIQUEFIED PETROLEUM GAS CODE 2017 AND AMENDMENTS THERETO."

Ord. 817, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL MECHANICAL CODE 2021 AND AMENDMENTS THERETO."

Ord. 818, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL PLUMBING CODE 2021 AND AMENDMENTS THERETO."

Ord. 819, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE PURCHASING POLICY OF THE TOWN CONTAINED IN CHAPTER 2 OF THE CODE OF THE TOWN OF EASTON TO ADDRESS FEDERAL GRANTS."

Ord. 822, "AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES."

Review of Invoices.

Invoices from 4/11/24 - 4/24/24 totaling \$1,223,610.94.

Public Participation/Comments.

Items by Members of the Council:

Adjournment.

The public can access the meeting as follows:

<https://www.eastonmd.gov/129/Agendas-Minutes>

If you are an Easton Cable subscriber, you can view the meeting through TV-Channel 98.

Please note: There is a possibility of all or part of the meeting may be held in Closed Session.



**TOWN OF
EASTON**
PARKS AND RECREATION DEPARTMENT

DATE: February 28, 2024
TO: Mayor Cook
cc: Don Richardson – Town Manager
Rick Van Emburgh – Town Engineer
FROM: Lorraine Gould – Director of Parks and Recreation
SUBJECT: Eagle Scout Recommendation

The Town of Easton Park Advisory Board met on Monday, February 26, 2024 for the regular meeting. At that time a request from Master Nicholas Leshar to construct interpretive signage on the East-West segment of the Rail Trail as his Eagle Scout project. He has done research on the history of the trail and meeting with the Talbot Historical Society.

Please set a date for Master Leshar to present his Eagle Scout project to the Town Council for approval.

The Park Advisory Board and I recommend approval for Master Leshar's Eagle Scout project.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 22, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135
PAP #: 24-021
Received: April 19, 2024

EVENT: Backpack Giveaway / Community Resource Event

APPLICANT: Shawn Hart– New Day New Start Behavioral Health

LOCATION: Moton Park

DATE/TIME: August 24, 2024 10am. to 4pm.

ATTENDANCE: Approx. 150

PURPOSE: Provide back to school resources to the community

DETAILS:

- Event is at Moton Park and will give out school resources to the community. A small speaker will be utilized for announcements

SPECIAL REQUESTS:

- None

EPD CONCERNS:

- None

APPROXIMATE COST:

- No Cost for the Police Department

RECOMMENDATIONS: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 22, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135
PAP #: 24-020
Received: 04/19/24

EVENT: Carols by Candlelight Plan A

APPLICANT: Catherine Carouge – Friends of Hospice

LOCATION: N. Harrison Street between Goldsborough St. and Mill Pl.

DATE/TIME: Nov. 30, 2024 1pm to 9pm for street closure
5pm to 7pm for event
10am No Parking signs go out

ATTENDANCE: 300

PURPOSE: Annual Festival of Trees Event / Fundraiser for Hospice

DETAILS:

- Outdoor caroling event

SPECIAL REQUESTS:

- Closure of S. Harrison Street from Dover St. to Glenwood Ext. to allow for placement of stage and for patrons to gather.

EPD CONCERNS:

- No EPD concerns.

APPROXIMATE COST:

- No Cost

RECOMMENDATIONS:

Recommended

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 22, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Easton High School Class of 2024 Senior Parade

APPLICANT: Christine Redman

LOCATION: Idlewild Park to Aurora Street, Aurora Street to Dutchman's Lane,
Dutchman's Lane to Mecklenburg Ave, end ay Easton High School

DATE/TIME: May 17, 2024 5pm

ATTENDANCE: 100

PURPOSE: Parade to celebrate senior class

SPECIAL REQUESTS:

- Intermittent street closures during the parade / traffic direction by EPD from 5pm to 5:30pm

APPROXIMATE COST:

- None – handled by on-duty personnel

RECOMMENDATIONS:

- Recommend approval.

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 22, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135
PAP #: 24-022
Received: April 22, 2024

EVENT: Hispanic Heritage Month Event

APPLICANT: Victoria Lozano – Chesapeake Multicultural Resource Center

LOCATION: East Ave – between Dover St and August St

DATE/TIME: Sept 14, 2024 11am – 6pm

ATTENDANCE: Approximately 300

PURPOSE: Celebrate Hispanic heritage month

DETAILS:

- Vendors

SPECIAL REQUESTS:

- Street closure – East Ave

EPD CONCERNS:

- None

APPROXIMATE COST:

- None - Posting of No Parking signs and staging of barricades will be handled by on-duty personnel

RECOMMENDATIONS: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 25, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: Academy Art Museum Juneteenth Celebration

APPLICANT: Jennifer Chrzanowski – Academy Art Museum

LOCATION: 106 South St, Easton, MD

DATE/TIME: June 22, 2024 from 12pm – 4pm

ATTENDANCE: Approx. 500

PURPOSE: Celebration/Awareness

DETAILS: N/A

SPECIAL REQUESTS: Closure of South St between Harrison Street and Talbot Lane from 9am to 6pm to allow for set-up/break down. Use of sound amplification system for guest speakers

EPD CONCERNS: None

APPROXIMATE COST: On-duty officers will handle, no overtime anticipated

RECOMMENDATION: Approve

EASTON POLICE DEPARTMENT

"With Pride We Serve"

UPCOMING PUBLIC ASSEMBLY EVENT

TO: Mayor Cook and Don Richardson
DATE: April 22, 2024
PREPARED BY: 1st Sgt. Patrick Sally 0135

EVENT: 2024 4th of July Celebration / Carnival

APPLICANT: Mark Hurlock – Knights of Columbus

LOCATION: Open field at St Michaels Rd / Marlboro Rd (near Target)

DATE/TIME: June 21 – July 4, 2023 (rain date for fireworks July 5th)
6pm – 11pm daily during carnival
6pm – 11pm on day of fireworks

ATTENDANCE: 5,000 +

PURPOSE: Annual Carnival and 4th of July fireworks

SPECIAL REQUESTS:

- 2 Officers each evening to work security at the Carnival
- Event security and traffic control assistance for the carnival/fireworks on July 4th
- Parking restrictions to be posted during the carnival on Marlboro Rd and access road to Target
- Partial closure of Marlboro Rd during the Carnival / Fireworks on July 4th

APPROXIMATE COST:

- Carnival Security for 14 days (not including July 4th) - \$9,100
- July 4th Carnival Security and Traffic Control - \$9,880.00

RECOMMENDATIONS:

Recommend approval.



EASTON POLICE DEPARTMENT
PURCHASE REQUISITION
PROJECT # ARP330

Balance \$ 568885.00 - Total of Requisition \$44355.00 Remaining Balance \$ 524,530.00

Date: 04/22/2024

Requested By: Lt. Mark D. Hrobar

Reason: Approved new car purchases

Approved By: (Signature) 0069

Commander

Deputy Chief

Chief of Police #521

Purchase Order #

Phone #: 410-290-1100

Vendor Name: Apple Ford

Vendor Address: 8800 Stanford Blvd Columbia, MD 21045

Federal ID # or SS # (ONLY if this is a new vendor):

Item Description: 2024 Ford Interceptor Utility

Quantity: 1

Vendor Part #: 246118Z

Unit Cost: 44255.00 Total Cost: \$44,255.00

Division: ☐ Administration ☒ Patrol ☐ Special Operations

Unit: Patrol

Account #: 001 - 520 - 30 - Is this a budgeted item ☒ Yes ☐ No *

Item Description:

Quantity:

Vendor Part #:

Unit Cost: Total Cost:

Division: ☐ Administration ☐ Patrol ☐ Special Operations

Unit:

Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description:

Quantity:

Vendor Part #:

Unit Cost: Total Cost:

Division: ☐ Administration ☐ Patrol ☐ Special Operations

Unit:

Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description:

Quantity:

Vendor Part #:

Unit Cost: Total Cost:

Division: ☐ Administration ☐ Patrol ☐ Special Operations

Unit:

Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description:

Quantity:

Vendor Part #:

Unit Cost: Total Cost:

Division: ☐ Administration ☐ Patrol ☐ Special Operations

Unit:

Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description:

Quantity:

Vendor Part #:

Unit Cost: Total Cost:

Division: ☐ Administration ☐ Patrol ☐ Special Operations

Unit:

Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

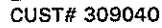


8800
Stanford Blvd.
Columbia, MD 21045
Easton Police
Department

Quote for 2024 Ford Police Explorer riding the Howard County Contract # 4400004544

Vehicle	2024 Ford Police Interceptor	\$48,665.00
UM	Agate Black	
96	Ebony Cloth front/vinyl rear	
99B	3.3 Gasoline engine	
44U	10 Speed Automatic Transmission	
21L	Front Warning Aux light	
47A	Police Engine Idle Feature	
549	Power/Spotlight	
55F	Keyless Entry	
66A	Front headlamp, grill solution	
76R	Reverse Sensing	
HCCD	Howard County Contract Discount	(385)
Temp	Temp Tag	
	* IN Stock	
	HRJ	
	3/25/24	
	Net Price Per Unit	\$44,255.00

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1243 or by e-mail at: hruby@appleford.com Harry R. Ruby Jr.



www.appleford.com



YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT OR SERIAL NO
2024	FORD	EXPLORER	NEW	1FM5K8AB3RGA269

OPTIONAL EQUIPMENT AND ACCESSORIES

<u>GROUP</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
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USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT OR SERIAL NO
YEAR	MAKE	MODEL	VEHICLE IDENT OR SERIAL NO

DATE	04/07/2024			INVOICE NO.				STOCK NO.	
SOURCE	10	15	20	188679				246118Z	
				SALESMAN NUMBER	9	8	5	8	
P R I C E O F C A R	DESCRIPTION				KEY	ACCT. NO.		SALE	
	NEW CAR - RETAIL							N/A	
	NEW CAR - FLEET				C				
	NEW TRUCK				C	44236		.00	
	DOCUMENTATION FEE				C			N/A	
	LESS: DISCOUNT				C			N/A	
	U. CAR - RETAIL				C	03700		N/A	
	-WHLSE.				C	03710			
	U. TRUCK - RETAIL				C	03750		N/A	
	-WHLSE.				C	03760			
					C			N/A	
					C			N/A	
					C			N/A	
					C			N/A	
					C				
	CAR DEAL NO. 188679				I				
	SALES TAX N/A				C	23100		N/A	
	LICENSE AND TITLE				C	23100		15.00	
	MO. TIRE RECYCLING FEE					2200		4.00	
					TOTAL CASH PRICE		44255.00		
DEPOSIT				1110		N/A			
USED CAR ALLOWANCE						N/A			
LESS PAY-OFF-TRADE				21040		N/A			
EQUITY IN TRADE						N/A			
CASH ON DELIVERY				1110		N/A			
UNPAID BALANCE OF CASH PRICE				102004		4255.00			
FINANCING CHARGE						N/A			
COMP. INSURANCE									
LIFE INSURANCE									
ACCIDENT AND HEALTH						N/A			
						N/A			
						N/A			
						N/A			
DEFERRED PAYMENT PRICE						N/A			
FINANCE COMPANY									
CASH									
PAYMENTS -									
44255.00 PER MONTH						44255.00			
STOCK NO.				I	13		N/A		
				I	13		N/A		



8800 Stanford Blvd.
COLUMBIA, MD 21045
(410) 290-1100
1-800-673-2466

188679

PURCHASE-LEASE ORDER

PURCHASE-LEASE ORDER				DATE 04/07/2024	CUSTOMER NO. 309040	STOCK NO. 246118Z
PURCHASERS FULL NAME EASTON POLICE DEPARTMENT				SOCIAL SECURITY NO.		DOB 008
CO-PURCHASERS FULL NAME				SOCIAL SECURITY NO.		DOB 008

STREET 106 W DOVER ST		CITY EASTON	STATE MD	ZIP 21601	COUNTRY
RES PHONE		BUS. PHONE 410/822-1111	PLEASE ENTER MY PURCHASE FOR ☐ NEW ☐ USED ☐ DEMONSTRATOR		
YEAR 2024	MAKE FORD	MODEL OR SERIES EXPLORER	BODY TYPE TK	COLOR AGATE BLACK	KEY NO.
MVI OR SERIAL NO. 1FM5K8AB3RGA26929		MILEAGE 10	DRIVERS LICENSE NO.		CO-LICENSE NO.
OPTIONAL EQUIPMENT:					
				CASH PRICE	44236.00
				DEALER INSTALLED EQUIPMENT	
				SUB TOTAL	\$ 44236.00
				TAX: MD ☒ VA ☐ DC ☐ OTHER ☐	\$ N/A
LICENSE	15.00 TRANSFER	TITLE	N/A USED CAR HSP	4.00 TIRE RECYCLING FEE	\$ 19.00
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY					\$ N/A
The information you see on the window form for this vehicle is part of the contract. Information on the window form overrides any contrary provisions in the contract of sale.					EXTENDED WARRANTY
					\$ N/A
NO LIABILITY INSURANCE INCLUDED					\$ N/A
TOTAL CASH DELIVERED PRICE					\$ 44255.00
CASH DEPOSIT SUBMITTED WITH ORDER					N/A
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED				N/A	
LESS BALANCE OWING TO - APPROXIMATELY				N/A	
NET ALLOWANCE ON TRADE-IN					N/A
CASH TO BE PAID AT TIME OF DELIVERY					N/A
DESCRIPTION OF TRADE-IN					TOTAL CREDITS
YEAR	MAKE	MODEL	TAG NO.	STICKER NO.	TITLE NO.
					BALANCE DUE
					N/A
COLOR	SERIAL NO.		MILEAGE	STATE	BALANCE TO BE FINANCED
					44255.00
INS. CO.		AGENT	POLICY / BINDER NO.	EPR. DATE	PHONE NO.
					N/A
ADDRESS					
COMP. ☐ COLLISION ☐ LIABILITY ☐					

I HAVE READ ALL OF THE INFORMATION ON THE FRONT AND THE MATTER PRINTED ON THE BACK OF THIS BUYERS ORDER AND AGREE TO IT AS PART OF THIS BUYERS ORDER THE SAME AS IF ALL OF IT WERE PRINTED ABOVE MY SIGNATURE. I HEREBY ACKNOWLEDGE RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS BUYERS ORDER, SIGNED BY THE DEALER.

JUSTIN A SKIPPER 9858
SALESMAN

SIGNED _____ BUYER 04/07/2024 DATE _____
 You are authorized to investigate my credit history

APPROVED _____
MANAGER'S SIGNATURE

CO-BUYER 04/07/2024 DATE _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY AN AUTHORIZED MANAGER

1012



8800 Stanford Blvd.
COLUMBIA, MD 21045
(410) 290-1100
1-800-673-2466
www.appleford.com



EASTON POLICE DEPARTMENT

106 W DOVER ST
EASTON MD 21601

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2024	FORD	EXPLORER	NEW	1PM5K9AB3RG026528

SALESMAN JUSTIN A SKIPPER

RECEIPT	DESCRIPTION	PRICE
OPTIONAL EQUIPMENT AND ACCESSORIES		

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.

DATE	INVOICE NO.	STOCK NO.
04/07/2024	188679	2461182

SOURCE	10	15	20	SALESMAN NUMBER	8	8	5	8
DESCRIPTION <td colspan="8">NEW CAR - RETAIL</td>	NEW CAR - RETAIL							
NEW CAR - FLEET	C							
NEW TRUCK	C							
DOCUMENTATION FEE	C							
LESS: DISCOUNT	C							
U CAR - RETAIL	C							
U TRUCK - RETAIL	C							
U CAR - WH/SE	C							
U TRUCK - WH/SE	C							
CAR DEAL NO.	188679							
SALES TAX	C							
LICENSE AND TITLE	C							
MO. TIRE RECYCLING FEE	C							
TOTAL CASH PRICE	44255.00							
DEPOSIT	1110							
USED CAR ALLOWANCE	N/A							
LESS PAY-OFF-TRADE	21040							
EQUITY IN TRADE	N/A							
CASH ON DELIVERY	1110							
UNPAID BALANCE OF CASH PRICE	1020044255.00							
FINANCING CHARGE	N/A							
COMM. INSURANCE	N/A							
LIFE INSURANCE	N/A							
ACCIDENT AND HEALTH	N/A							
DEFERRED PAYMENT PRICE	N/A							
FINANCE COMPANY	N/A							
CASH	N/A							
PRINTEMENTS	44255.00 PER MONTH							
STOCK NO.	I 13 N/A							
STOCK NO.	I 13 N/A							



OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

PREVIEW

APPLE FORD INC
APPLE FORD LINCOLN
8800 STANFORD BLVD
COLUMBIA MD 21045

Commodity Contract	
Contract Number:	4400004544
Vendor Number:	1100416
Date:	06/08/2022
Contract Term:	07/01/2022 to 06/30/2024
Header Target:	\$5,000,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 5, 06/01/2023 This contract change is for the purpose of exercising the first of four (4) one-year renewal options for the period of 07/01/2023 to 06/30/2024. All other terms and conditions remain unchanged.

Vendor Contact: Justin Skipper, 443-539-1223, email jskipper@appleford.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Ford discount for hybrid and electric vehicles (\$995.00)				
2	07181	Automobiles,SUV Type		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Automobiles, SUV Type				



Howard County, Maryland

OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 2 / 4
Contract Number: 4400004544

Item	NIGP Code	Description	Unit	Price
Ford discount for hybrid and electric vehicles (\$1325.00)				
3	07190	Vans, Cargo Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Cargo				
Ford discount for electric and gas (\$1525.00)				
4	07192	Vans, Passenger Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger				
Ford discount for electric and gas (\$1525.00)				
5	07209	Trucks, Pickup 1/2 ton Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup 1/2 ton				
Ford discount for hybrid, electric and gas (\$1550.00)				
6	07203	Trucks, Pickup Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup Heavy Duty 3/4 & 1 Ton				
Ford discount for hybrid, electric and gas (\$1550.00)				
7	07208	Trucks, Chassis Cab		



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 3 / 4
Contract Number: 4400004544

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford discount for hybrid, gas and diesel (\$1780.00)				
8	07183	Trucks, Speciality Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicle, Specialty Vehicle, Ford Law Enforcement				
Ford discount for hybrid and gas (\$935.00)				
9	07208	Vehicle, Mitsubishi		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicle, Mitsubishi				
All Mitsubishi vehicles, discount for hybrid and gas (\$385.00)				
10	07195	Van, Heavy Duty, Prisoner		
Material Text: Van, Heavy Duty Prisoner				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.



**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
- Contractor's name;
 - Address;
 - Federal tax identification number;
 - Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
 - Purchase Order number (the first digit is 2XXXXXXXX);
 - Unit price and extended price (the unit price must match a Contract Line on the Contract); and
 - Description of goods provided and/or services performed as show on this Contract.
9. Termination
- Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
 - Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.
10. Remedies for Default
- The County shall have the right upon the happening of any default, without providing notice to the Contractor:
 - In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
 - To suspend the Contractor's authority to receive any undisbursed funds; and/or
 - To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
 - Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
11. Remedies Cumulative and Concurrent
- No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



Dawn Hutchison <dhutchison@eastonmd.gov>

RE: Vehicle Contract Award

Liby, Shelley <sjliby@howardcountymd.gov>
To: Dawn Hutchison <dhutchison@eastonmd.gov>

Thu, Apr 25, 2024 at 9:15 AM

Dawn

See attached and let me know If you have any questions or need anything else.

Thanks

Shelley

Shelley J. Liby, CPPB

Howard County, Maryland Office of Procurement and Contract Administration

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

Phone: 410-313-6379

Fax: 410-313-6388

Email: sjliby@howardcountymd.gov

Website: <https://www.howardcountymd.gov/Departments/County-Administration/Purchasing>

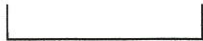
From: Dawn Hutchison <dhutchison@eastonmd.gov>
Sent: Thursday, April 25, 2024 8:10 AM
To: Liby, Shelley <sjliby@howardcountymd.gov>
Subject: Vehicle Contract Award

[Note: This email originated from outside of the organization. Please only click on links or attachments if you know the sender.]

Shelly,

Thank you for speaking with me concerning your current contract with Apple Ford. Please forward the corresponding documents including solicitation, vendor response and final contract. Your help is greatly appreciated.

Kind regards,



Dawn Hutchison
Purchasing, Asset & Grant Clerk

Town of Easton
14 S. Harrison Street

Easton, MD 21601

410-822-2525
dhutchison@EastonMD.gov

3 attachments



IFB 2022-13 New Vehicles Class 1-7 Specifications.pdf
422K



Apple Ford BidResultDetail.pdf
2146K



Contract renewal 06.01.2023 first Apple Ford.pdf
54K

Bid Results

Bidder Details

Vendor Name APPLE FORD INC
Address 8800 STANFORD BLVD
COLUMBIA, Maryland 21045
United States
Respondee Justin Skipper
Respondee Title Government/Fleet Sales Manager
Phone 443-539-1223
Email Jskipper@appleford.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 05/17/2022 9:41 AM (EDT)
Delivery Method Net 180
Bid Responsive
Bid Status Submitted
Confirmation # 291985

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
affidavit.pdf	affidavit.pdf	Affidavit
contractor info.pdf	contractor info.pdf	Contractor Information
Veteran Owned Business.pdf	Veteran Owned Business.pdf	Veteran Owned Business

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1, 07104 Sedans, Crossover, Compact and Intermediate SUV's (include Hybrid & Electric. Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric..							(\$995.00)		
1			Buick	discount	1		\$0.00	No	
2			Chevrolet	discount	1		\$0.00	No	
3			Chrysler	discount	1		\$0.00	No	
4			Dodge	discount	1		\$0.00	No	
5			Fiat	discount	1		\$0.00	No	
6			Ford	discount	1	(\$995.00)	(\$995.00)	Yes	DISCOUNT GOOD FOR HYBRID AND ELECTRIC
7			GMC	discount	1		\$0.00	No	
8			Honda	discount	1		\$0.00	No	
9			Hyundai	discount	1		\$0.00	No	
10			KIA	discount	1		\$0.00	No	
11			Nissan	discount	1		\$0.00	No	
12			RAM	discount	1		\$0.00	No	
13			Subaru	discount	1		\$0.00	No	
14			Toyota	discount	1		\$0.00	No	
Section 2, Full Size SUV (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$1,325.00)		
15			Buick	discount	1		\$0.00	No	
16			Chevrolet	discount	1		\$0.00	No	
17			Chrysler	discount	1		\$0.00	No	
18			Dodge	discount	1		\$0.00	No	
19			Fiat	discount	1		\$0.00	No	
20			Ford	discount	1	(\$1,325.00)	(\$1,325.00)	Yes	DISCOUNT GOOD FOR HYBRID AND ELECTRIC
21			GMC	discount	1		\$0.00	No	
22			Honda	discount	1		\$0.00	No	
23			Hyundai	discount	1		\$0.00	No	
24			KIA	discount	1		\$0.00	No	
25			Nissan	discount	1		\$0.00	No	
26			RAM	discount	1		\$0.00	No	
27			Subaru	discount	1		\$0.00	No	
28			Toyota	discount	1		\$0.00	No	
Section 3, Van - Passenger or Cargo (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$1,525.00)		
29			Buick	discount	1		\$0.00	No	
30			Chevrolet	discount	1		\$0.00	No	
31			Chrysler	discount	1		\$0.00	No	
32			Dodge	discount	1		\$0.00	No	
33			Fiat	discount	1		\$0.00	No	
34			Ford	discount	1	(\$1,525.00)	(\$1,525.00)	Yes	GOOD FOR ELECTRIC AND GAS
35			GMC	discount	1		\$0.00	No	
36			Honda	discount	1		\$0.00	No	
37			Hyundai	discount	1		\$0.00	No	
38			KIA	discount	1		\$0.00	No	
39			Nissan	discount	1		\$0.00	No	
40			RAM	discount	1		\$0.00	No	
41			Subaru	discount	1		\$0.00	No	
42			Toyota	discount	1		\$0.00	No	
Section 4, Pickup Truck (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$1,550.00)		
43			Buick	discount	1		\$0.00	No	
44			Chevrolet	discount	1		\$0.00	No	
45			Chrysler	discount	1		\$0.00	No	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
47		Fiat		discount	1		\$0.00	No	
48		Ford		discount	1	(\$1,550.00)	(\$1,550.00)	Yes	GOOD FOR HYBRID AND ELECTRIC AND GAS
49		GMC		discount	1		\$0.00	No	
50		Honda		discount	1		\$0.00	No	
51		Hyundai		discount	1		\$0.00	No	
52		KIA		discount	1		\$0.00	No	
53		Nissan		discount	1		\$0.00	No	
54		RAM		discount	1		\$0.00	No	
55		Subaru		discount	1		\$0.00	No	
56		Toyota		discount	1		\$0.00	No	
Section 5, Truck Chassis Cab (Class 3-7) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$1,780.00)		
57		Ford		discount	1	(\$1,780.00)	(\$1,780.00)	Yes	GOOD FOR HYBRID AND GAS AND DIESEL
58		RAM		discount	1		\$0.00	No	
59		Freightliner		discount	1		\$0.00	No	
60		International		discount	1		\$0.00	No	
61		Isuzu		discount	1		\$0.00	No	
62		Kenworth		discount	1		\$0.00	No	
63		Mack		discount	1		\$0.00	No	
Section 6, Specialty Vehicle (include SSV, Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$935.00)		
64		Chevrolet Law Enforcement		discount	1		\$0.00	No	
65		Dodge Law Enforcement		discount	1		\$0.00	No	
66		Ford Law Enforcement		discount	1	(\$935.00)	(\$935.00)	Yes	GOOD FOR HYBRID AND GAS
Section 7, Other (Please specify manufacturer in the comments field) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.							(\$385.00)		
67		Other		discount	1	(\$385.00)	(\$385.00)	Yes	ALL MITSUBISHI VEHICLE LINES GAS AND HYBRID
68		Other		discount	1		\$0.00	No	
69		Other		discount	1		\$0.00	No	

Line Item Subtotals

Section Title	Line Total
Section 1, 07104 Sedans, Crossover, Compact and Intermediate SUV's (include Hybrid & Electric. Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric..	(\$995.00)
Section 2, Full Size SUV (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$1,325.00)
Section 3, Van - Passenger or Cargo (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$1,525.00)
Section 4, Pickup Truck (include Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$1,550.00)
Section 5, Truck Chassis Cab (Class 3-7) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$1,780.00)
Section 6, Specialty Vehicle (include SSV, Hybrid & Electric) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$935.00)
Section 7, Other (Please specify manufacturer in the comments field) Please provide the manufacturer being bid and the discount or markup in the comments field as well as hybrid or electric.	(\$385.00)
Grand Total	(\$8,495.00)

INVITATION FOR BIDS

Via eProcurement System

IFB NO. 2022-13 NEW VEHICLES CLASS 1-7

OPENING: MAY 18, 2022 AT 11:00 A.M.

BUYER: Shelley Liby, CPPB

PHONE: 410-313-6379 ▪ EMAIL: sjliby@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226, Columbia, MD 21046

<https://www.howardcountymd.gov/Departments/County-Administration/Procurement-and-Contract-Administration>



SPECIFICATIONS

- 1 SCOPE: Howard County, Maryland, (the "County"), seeks a qualified firm (the "Contractor"), to furnish new vehicles on an as needed basis as detailed on the line tab in the eProcurement system.
- 2 INQUIRIES AND ADDENDA:
 - 2.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be submitted in the eProcurement system by the date and time specified.
 - 2.2 Addenda to solicitations often occur prior to the bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Procurement and Contract Administration eProcurement website to obtain Addenda. Addenda, when issued, must be acknowledged in the eProcurement system.
- 3 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about July 1, 2022, with a renewal option for four (4) additional years in one-year increments, exercisable at the sole discretion of the County.
- 4 COOPERATIVE PURCHASE:
 - 4.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
 - 4.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 5 PRICE ADJUSTMENT:
 - 5.1 Prices offered shall remain firm against any increase for one (1) year from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.
 - 5.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
 - 5.3 Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to grant or deny the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
 - 5.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.

- 5.6 In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.
- 6 NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.
- 8 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- 8.1 Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured.
- 8.2 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 8.3 Business Auto Policy: Business Auto Coverage, limit not less than \$1,000,000 per occurrence.
- 8.4 Garagekeepers Legal Liability Coverage - Direct Primary at \$1,000,000.00 per occurrence.
- 8.5 The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
- 8.6 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. "Howard County, Maryland, its officials, employees, agents and volunteers" must be shown as the Certificate Holder and an Additional Insured on the certificate.
- 8.7 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 8.8 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 8.9 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default. A violation of this law is a Class A civil offense and, in addition to a fine, the County Purchasing Agent may suspend or debar the violator under Sec. 4.117.

9 METHOD OF AWARD:

- 9.1 The County intends to make awards to one or more responsive and responsible Contractors meeting the specifications for the same line items.
 - 9.2 The assignment of work shall be at the sole discretion of the County. The Contractor(s) shall waive any claim of either Contractor against the County for extra compensation or damages arising out of assignment of work by the County.
 - 9.3 If only one bid is received, the County reserves the right to award a single Contractor if it is in the best interest of the County.
 - 9.4 If any Contractor fails to respond to this solicitation, the County reserves the right to make an award at a later date, upon receipt of the pricing information and appropriate distributor from a particular manufacturer. The contract period of the subsequent award will be prorated to coincide with the contract period of the resulting contract.
- 10 BILLING AND PAYMENT:
- 10.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Howard County Central Fleet, 8790 Ridge Road, Columbia, MD 21045. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.
 - 10.2 Each invoice shall include the following information:
 - 10.2.1 Contractor's name;
 - 10.2.2 Address;
 - 10.2.3 Federal tax identification number;
 - 10.2.4 Contract number, if applicable (i.e., 44XXXXXXXXX);
 - 10.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
 - 10.2.6 Contract line number;
 - 10.2.7 Unit price and extended price (unit price must match a contract line); and
 - 10.2.8 Description of goods provided and/or services performed.
 - 10.3 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
 - 10.4 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH).
 - 10.5 Delivery tickets signed by authorized County personnel shall accompany invoice, if applicable.
 - 10.6 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorization by the head of the department or their designee.
 - 10.7 All amounts, costs, or prices referred to herein shall be United States of America currency.
 - 10.8 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
 - 10.9 All pricing shall be quoted as FOB Destination, Inside Delivery.
- 11 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the IFB, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement shall mean that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the

terms, conditions and/or specifications. Exceptions to the terms and/or conditions may be sufficient cause for rejection of the Contractor's response. The County will not accept any exceptions to the Agreement after the opening date and time of this solicitation.

12 **WARRANTY:**

12.1 The Contractor warrants the vehicles furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.

12.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.

13 **TECHNICAL SPECIFICATIONS:**

13.1 It is the intent to purchase new motor vehicles for various departments within the County. This includes light, medium, heavy duty, hybrid, hybrid plug-in, and electric vehicles that are sedans, crossovers (CUV), sports utility vehicles (SUV), pickup trucks in all weight classes, vans (both passenger and cargo) in all weight classes, and chassis cabs. Diesel engine equipped trucks will be limited to class 6 (GVWR of 19,501) and above. All petroleum fuel powered vehicles purchased will have idle reduction technology and be fuel-efficient within their vehicle class. Vehicles may be factory ordered, sourced from bailment pool, or in the Contractor's inventory, either inbound or on the lot. For vehicles purchased from a Contractor's on-the-lot inventory, dealer-added items (including but not limited to window tinting, wheel locks, pin striping, glass etching, etc.) shall only be reimbursed at the dealers cost of materials and labor, and all costs shall be itemized on the quote and invoice. Fleet Administrator develops a list each fiscal year for County Vehicles to be replaced and will solicit quotes from the Contractor(s) concerning the specific requirements for the vehicles.

13.2 The County shall obtain quotes from the Contractors, the quotes shall list the vehicle and optional equipment at Original Equipment Manufacturer (OEM) invoice pricing (vs Manufacturer Suggested Retail Price (MSRP)., inclusive of manufacturer-to-dealer transportation costs, advertising adjustments, up-fitter costs for installed and/or modified equipment and any other costs minus applicable and available incentives, rebates, government (local, regional, and/or national) concessions, any other applicable discounts and the deduction of the amount of the awarded contract.

13.3 Acceptance of trade-ins of Class 1 to Class 7 vehicles.



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

PREVIEW

Page: 1 / 4

Contract Number: 4400005046

CAPITOL FLEET SERVICE LLC
8400 WESTPHALIA ROAD
UPPER MARLBORO MD 20774
USA

Commodity Contract	
Contract Number:	4400005046
Vendor Number:	1111824
Date:	02/29/2024
Contract Term:	03/01/2024 to 06/30/2024
Header Target:	\$750,000.00
Ceiling Value:	5,000,000.00 Over 4 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid 2022-13, New Vehicles Class 1-7

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 03/01/2024 to 06/30/2024 with three (3) one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. Invoices against contract lines with discounts, rather than unit prices, must show the list price, discount amount and net pricing for each item.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Kevin Bloom, 410-365-7766, Email: kbloom@allroadstrucks.com

Agency Contact: Adam Brown, Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Sedans, Crossover, SUV Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 2 / 4
Contract Number: 4400005046

Item	NIGP Code	Description	Unit	Price
Ford - as per invoice				
2	07208	Truck, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford - \$1000 over invoice				
3	07181	Automobiles, SUV Type		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Full size SUV includes hybrid and electric vehicles				
Ford - as per invoice				
4	07183	Vehicle, Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicle, Specialty Vehicle, Ford Law Enforcement				
Ford as per invoice				
5	07192	Vans, Passenger		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger				
Ford \$500 over invoice				
6	07209	Trucks, Pickup 1/2 ton		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup 1/2 ton				



Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 3 / 4
Contract Number: 4400005046

Item	NIGP Code	Description	Unit	Price
Ford - invoice cost on F150				
7	07203	Trucks, Pickup Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup Heavy Duty				
Ford - \$500 over on F250 - F450				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
 - a. Contractor's name;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
 - e. Purchase Order number (the first digit is 2XXXXXXXXX);
 - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
 - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
 - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.



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b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



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CRISWELL CHEVROLET INC
503 QUINCE ORCHARD ROAD
GAITHERSBURG MD 20878
USA

Commodity Contract	
Contract Number:	4400004545
Vendor Number:	1101501
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2024
Header Target:	\$1,500,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 1, 06/01/2023 This contract change is for the purpose of exercising the first of four (4) one-year renewal options for the period of 07/01/2023 to 06/30/2024. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Scott Silverman, 301-948-5460, email: fleet-man@msn.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				
Automobiles, Station Wagons, Civilian				



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Item	NIGP Code	Description	Unit	Price
Chevrolet discount (\$229.00)				
2	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Chrysler discount (\$150.00)				
3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Dodge discount (\$225.00)				
4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Fiat discount (\$100.00)				
5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Ford discount (\$100.00)				
6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Honda markup \$2500.00				

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Item	NIGP Code	Description	Unit	Price
7	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Nissan discount (\$100.00)				
8	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Ram discount (\$150.00)				
9	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type Chevrolet discount (\$150.00)				
10	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type Chrysler discount (\$150.00)				
11	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type Dodge discount (\$150.00)				



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Item	NIGP Code	Description	Unit	Price
12	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
FIAT discount (\$100.00)				
13	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
Ford discount (\$150.00)				
14	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
Honda add \$500.00				
15	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
Nissan add \$300.00				
16	07181	Automobiles, SUV Type Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Type				
RAM discount (\$200.00)				
17	07190	Vans, Cargo Civilian		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
		Chevrolet add \$500.00		
18	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
		Chrysler add \$300.00		
19	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
		Dodge add \$300.00		
20	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
		Ford add \$500.00		
21	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Vans, Cargo Civilian		
		Honda add \$3,500.00		
22	07190	Vans, Cargo Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD



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Item	NIGP Code	Description	Unit	Price
Material Text: Vans, Cargo Civilian Nissan add \$500.00				
23	07190	Vans, Cargo Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Cargo Civilian RAM add \$300.00				
24	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian Chevrolet add \$500.00				
25	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian Chrysler add \$300.00				
26	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian Dodge add \$300.00				
27	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				



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Item	NIGP Code	Description	Unit	Price
Vans, Passenger Civilian				
Ford add \$500.00				
28	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian				
Honda add \$3,500.00				
29	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian				
Nissan add \$500.00				
30	07192	Vans, Passenger Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vans, Passenger Civilian				
RAM add \$300.00				
31	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				
Chevrolet discount (\$219.00)				
32	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				



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Item	NIGP Code	Description	Unit	Price
Chrysler discount (\$219.00)				
33	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				
Dodge discount (\$219.00)				
34	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				
Ford discount (\$200.00)				
35	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				
Honda add \$3,500.00				
36	07203	Truck, Pickup Heavy Duty Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Heavy Duty Civilian				
RAM discount (\$219.00)				
37	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				



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Item	NIGP Code	Description	Unit	Price
Chevrolet discount (\$219.00)				
38	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				
Chrysler discount (\$219.00)				
39	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				
Dodge discount (\$219.00)				
40	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				
Ford discount (\$200.00)				
41	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				
Honda add \$3,500.00				
42	07209	Truck, Pickup Light Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Pickup Light Duty				



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Item	NIGP Code	Description	Unit	Price
RAM discount (\$219.00)				
43	07208	Truck, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Chassis Cab				
Ford add \$\$2,500.00				
44	07208	Truck, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Chassis Cab				
RAM add \$2,500.00				
45	07208	Truck, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Chassis Cab				
Isuzu add \$4,000.00				
46	07183	Truck, Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Specialty Vehicle Chevrolet Law Enforcement				
Discount (\$519.00)				
47	07183	Truck, Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Specialty Vehicle				



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Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement				
Discount (\$200.00)				
48	07183	Truck, Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				
Truck, Specialty Vehicle				
Ford Law Enforcement				
Discount (\$200.00)				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
 - a. Contractor's name;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
 - e. Purchase Order number (the first digit is 2XXXXXXXXX);
 - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
 - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
 - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be



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paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



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Tax Exemption No. 30001219

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HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Commodity Contract	
Contract Number:	4400004546
Vendor Number:	1102743
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2024
Header Target:	\$1,250,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 1, 06/01/2023 This contract change is for the purpose of exercising the first of four (4) one-year renewal options for the period of 07/01/2023 to 06/30/2024. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Yale Schreiber, 800-698-9825, email: yschreiber@hertrich.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				
Automobiles, Station Wagons, Civilian				
Buick Discount (\$225.00)				



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Item	NIGP Code	Description	Unit	Price
2	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Chevrolet Discount (\$315.00)				
3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Dodge Discount (\$367.00)				
4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Ford Discount (\$240.00)				
5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
GMC Discount (\$315.00)				
6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Toyota Discount (\$75.00)				
7	07181	Automobiles, SUV		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV		
		Buick Discount (\$410.00)		
8	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV		
		Chevrolet Discount (\$485.00)		
9	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV		
		Chrysler Discount (\$202.00)		
10	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV		
		Dodge Discount (\$304.00)		
11	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
		Material Text: Automobiles, SUV		
		Ford Discount (\$411.00)		
12	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD



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Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV				
GMC Discount (\$415.00)				
13	07181	Automobiles, SUV Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Toyota Discount (\$85.00)				
14	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chevrolet Discount (\$366.00)				
15	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chrysler Discount (\$262.00)				
16	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Ford Discount (\$331.00)				
17	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				



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Item	NIGP Code	Description	Unit	Price
Van, Cargo, Civilian				
GMC Discount (\$326.00)				
18	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Toyota Discount (\$75.00)				
19	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chevrolet Discount (\$366.00)				
20	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chrysler Discount (\$262.00)				
21	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Ford Discount (\$331.00)				
22	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				

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Contract Number: 4400004546

Item	NIGP Code	Description	Unit	Price
GMC Discount (\$326.00)				
23	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Toyota Discount (\$75.00)				
24	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Chevrolet Discount (\$390.00)				
25	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Ford Discount (\$381.00)				
26	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
GMC Discount (\$330.00)				
27	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				

**Howard County, Maryland****OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Page: 7 / 10
Contract Number: 4400004546

Item	NIGP Code	Description	Unit	Price
RAM Discount (\$392.00)				
28	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Toyota Discount (\$99.00)				
29	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Chevrolet Discount (\$390.00)				
30	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Ford Discount (\$381.00)				
31	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
GMC Discount (\$330.00)				
32	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
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Page: 8 / 10
Contract Number: 4400004546

Item	NIGP Code	Description	Unit	Price
RAM Discount (\$392.00)				
33	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Toyota Discount (\$99.00)				
34	07208	Trucks, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford Discount (\$451.00)				
35	07208	Trucks, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
RAM Discount (\$399.00)				
36	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Chevrolet Law Enforcement Discount (\$515.00)				
37	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				



Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

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Page: 9 / 10
Contract Number: 4400004546

Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement Discount (\$496.00)				
38	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Ford Law Enforcement Discount (\$505.00)				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
 - a. Contractor's name;
 - b. Address;
 - c. Federal tax identification number;
 - d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
 - e. Purchase Order number (the first digit is 2XXXXXXXXX);
 - f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
 - g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
 - a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.



Howard County, Maryland

**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226
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Page: 10 / 10
Contract Number: 4400004546

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature



EASTON POLICE DEPARTMENT
PURCHASE REQUISITION
PROJECT # ARP330

Balance \$ 524,530.00 - Total of Requisition \$263,200.00 Remaining Balance \$ 261,330.00

Date: 04/22/2024
Requested By: Lt. Mark D. Hrobar
Reason: Approved new car purchases

Approved By: [Signature] 0069
Commander
Deputy Chief [Signature] #521
Chief of Police _____

Vendor Name: Whitmoyer Ford
Vendor Address: 1001 East Main St. Mount Joy, PA 17552
Federal ID # or SS # (ONLY if this is a new vendor): _____

Purchase Order # _____
Phone #: 717-653-7080

Item Description: 2024 Ford Interceptor Utility Quantity: 4
Vendor Part #: 03282024-1 Unit Cost: 45,800.00 Total Cost: \$183,200.00
Division: ☐ Administration ☒ Patrol ☐ Special Operations Unit: Patrol
Account #: 001 - 520 - 30 - Is this a budgeted item ☒ Yes ☐ No *

Item Description: 2022 Ford Interceptor Utility Quantity: 2
Vendor Part #: 20222PIUx2 Unit Cost: 40,000.00 Total Cost: \$80,000.00
Division: ☐ Administration ☒ Patrol ☐ Special Operations Unit: Patrol
Account #: 001 - 520 - 30 - Is this a budgeted item ☒ Yes ☐ No *

Item Description: _____ Quantity: _____
Vendor Part #: _____ Unit Cost: _____ Total Cost: _____
Division: ☐ Administration ☐ Patrol ☐ Special Operations Unit: _____
Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description: _____ Quantity: _____
Vendor Part #: _____ Unit Cost: _____ Total Cost: _____
Division: ☐ Administration ☐ Patrol ☐ Special Operations Unit: _____
Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description: _____ Quantity: _____
Vendor Part #: _____ Unit Cost: _____ Total Cost: _____
Division: ☐ Administration ☐ Patrol ☐ Special Operations Unit: _____
Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

Item Description: _____ Quantity: _____
Vendor Part #: _____ Unit Cost: _____ Total Cost: _____
Division: ☐ Administration ☐ Patrol ☐ Special Operations Unit: _____
Account #: 001 - 520 - 30 - Is this a budgeted item ☐ Yes ☐ No *

BID Document

COSTARS-13 Emergency Responder Vehicles

BIDDER/CONTRACTOR DATA

BIDDER/CONTRACTOR'S LEGAL NAME:	WHITMOYER FORD INC
Bidder Address:	1001 E MAIN ST
	MOUNT JOY, PA 17552
County Located In:	Lancaster
Vendor Number	397950
DGS Self-Certified Small Business (SB)	Other
Primary POC regarding IFB/Contract:	RICHARD MCCORD
Secondary POC regarding IFB/Contract:	
Phone Number:	717-653-7080
Fax Number:	717-653-7090
Email Address:	FLEET@WHITMOYERAUTOGROUP.COM
Company's General Website Address:	

SEND PURCHASE ORDER(S) TO NAME:	WHITMOYER FORD INC
D/B/A Name, If Applicable	
Bidder Address:	1001 E MAIN ST
	MOUNT JOY, PA 17552
County Located In:	Lancaster
Hours of Operation:	M-F 8-5
POC regarding Purchase Order(s):	RICHARD MCCORD
Phone Number:	717-653-7080
Fax Number:	717-653-7090
Email Address:	FLEET@WHITMOYERAUTOGROUP.COM

BID Document

COSTARS-13 Emergency Responder Vehicles

SEND PAYMENT(S) TO NAME:	WHITMOYER FORD INC
D/B/A Name, If Applicable	
Bidder Address:	1001 E MAIN ST
	MOUNT JOY, PA 17552
POC regarding Payment(s):	RICHARD MCCORD
Phone Number:	717-653-7080
Fax Number:	717-653-7090
Email Address:	FLEET@WHITMOYERAUTOGROUP.COM

BID Document

COSTARS-13 Emergency Responder Vehicles

QUESTIONS

BIDDER/CONTRACTOR'S LEGAL NAME: WHITMOYER FORD INC

Question	Yes	No	Explanation
1) Does the Bidder-Contractor have any minimum order requirements? If yes, please explain.		X	
2) Is the Bidder-Contractor quoting shipping costs as a separate line item?		X	
3) Is the Bidder-Contractor including shipping costs in its pricing? If not applicable, select No.	X		
4) Does the Bidder-Contractor offer any pricing incentive (s)? If yes, what are the incentives.		X	
5) Does the Bidder-Contractor offer any prompt payment discount(s)? If yes, what are the discounts.		X	
6) Does the Bidder-Contractor accept credit card(s) as a method of payment from any Purchaser? If yes, please specify the particular type(s) of card(s) accepted.		X	
7) Does the Bidder-Contractor charge any fee(s) to the Purchaser for payment(s) made by credit card? If yes, what are the fees.		X	
8) Does the Bidder-Contractor charge any late fee(s) to the Purchaser for payment not made in accordance with the Terms and Conditions? If yes, what are the fees.		X	
9) After notification of contract award, is the Bidder-Contractor willing to further negotiate pricing with COSTARS member?	X		
10) Does the Bidder-Contractor offer lease and installment purchases?	X		
11) Is the Bidder-Contractor going to provide a dedicated COSTARS website for Purchasers (see the Standard Terms and Conditions)? If yes, and if known, please provide URL address.		X	

BID Document

COSTARS-13 Emergency Responder Vehicles

SERVICE AREA

BIDDER/CONTRACTOR'S LEGAL NAME: WHITMOYER FORD INC

Westmoreland	Lackawanna	Lancaster
Lawrence	Lebanon	Lehigh
Luzerne	Lycoming	McKean
Mercer	Mifflin	Monroe
Montgomery	Montour	Northampton
Juniata	Northumberland	Philadelphia
Pike	Potter	Schuylkill
Snyder	Somerset	Sullivan
Susquehanna	Tioga	Union
Venango	Warren	Washington
Wayne	Perry	Jefferson
York	Huntingdon	Wyoming
Adams	Allegheny	Armstrong
Beaver	Bedford	Berks
Blair	Bradford	Bucks
Butler	Cambria	Cameron
Carbon	Centre	Chester
Clarion	Greene	Fulton
Franklin	Forest	Fayette
Erie	Indiana	Elk
Dauphin	Cumberland	Crawford
Columbia	Clinton	Clearfield
Delaware		

COSTARS-13 Emergency Responder Vehicles

Ancillary Service

Pricing

BID Document
COSTARS-13 Emergency Responder Vehicles

Manufacturer	File Location
Ford Motor Company	
Category	Ambulances
	Pursuit Certified Police Vehicles
	Specialty Response Vehicles
Catalog or Manufacture's/Distributors Most Recently Published List Less % of Discount	1.00 %
Volume Pricing	Vehicle Quantity Discounts are dependent upon model specifics, etc.
Catalog or Price List Name	MFG Current Pricing
Class of Purchaser	All
State/Country of Manufacture	MICHIGAN
Notes	

Prepared for:
Lt. Mark Hrobar
EASTON POLICE DEPARTMENT
106 W. Dover St.
Easton, MD 21601
Office: 410-822-1111
Email: mhrobar@eastonmd.gov



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420



Client Proposal

Prepared by:
John Leaman
Office: 717-653-7080
Quote ID: 03282024-1
Date: 03/28/2024



Whitmoyer Ford, Inc. | 1001 East Main Street, Mount Joy, Pennsylvania, 175529333
Office: 717-653-7080 | Fax: 717-653-7090

Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

106 W. Dover St.

Easton, MD 21601

Office: 410-822-1111

Email: mhrobar@eastonmd.gov

Re: Quote ID 03282024-1 03/28/2024

Dear Lt Hrobar,

Following is our proposal to furnish and deliver four (4) "new and unused" 2024 Ford Police Interceptor Utility AWD. Please review and contact our office if you have any questions.

Your total cost to purchase (4) Interceptors, as per **COSTARS 013-E23-302**, is \$183,200.00 or \$45,800.00 each. This price includes all new vehicle prep. Vehicle will be filled with fuel, washed, and delivered to your location.

All four of the Interceptors are in current inventory and can be delivered in 5 to 7 days upon the acceptance of this proposal.

Thank you for your time and the opportunity to earn your business.

Sincerely,

John Leaman

Fleet Sales Rep.

717-653-7080



Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,000 lbs. • Vehicle body length: 198.8" • Vehicle body width: 82.6" • Vehicle body height: 69.3" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Interior rear cargo volume: 52.0 cu.ft. • Interior rear cargo volume with seats folded: 90.3 cu.ft. • Max interior rear cargo volume: 90.3 cu.ft. • Total passenger volume: 118.0 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.4" • Leg room first-row: 40.9" • Leg room second-row: 40.7" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.3" • Hip room first-row: 59.3" • Hip room second-row: 59.1"

Powertrain

* 3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP • Engine cylinders: V-6 • Spark ignition system • Horsepower: 285 HP@6500 RPM • Torque: 260 lb.-ft.@4000 RPM • Engine oil cooler • Heavy-duty radiator • 10-speed automatic • Automatic full-time AWD • All-wheel drive • Recommended fuel: regular unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control • Permanent locking hub control

Fuel Economy and Emissions

• Gasoline secondary fuel type • ULEV II emissions • E85 additional fuel types

Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 4 doors • Clearcoat paint • Monotone paint • Body-coloured bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black door handles • Body-coloured front bumper • Black front bumper rub strip • Front tow hook • Body-coloured rear bumper • Black rear bumper rub strip • Black grille • Black door mirrors • Exterior mirror LED spot lights • Standard style side mirrors • Convex spotter in driver and passenger side door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • P255/60RW18 AS BSW front and rear tires • 18 x 8-inch front and rear black steel wheels

Convenience

• Power door locks • Keyfob activated door locks • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • Auto-dimming rear view mirror • Power first-row windows • Cargo area tray/organizer • Driver foot rest • Power cargo area access release • Fixed interval rear windshield wipers • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Locking glove box • 2 beverage holders • Driver and passenger door bins • Dashboard storage • Retained accessory power • PRND in IP • Trip computer

Comfort

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

• Automatic climate control • Dual-zone front climate control • Cabin air filter • Rear under seat climate control ducts • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Manual driver seat lumbar • Cloth front seat upholstery

Entertainment Features

• 1 total number of 1st row displays • 4.2 inch primary LCD display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • External memory control • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • Speed sensitive volume • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

• Metal-look instrument panel insert • Analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • Redundant digital speedometer • Tachometer • Engine/electric motor temperature gauge • Engine hour meter • Traction battery level gauge • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Rear reading lights • Variable instrument panel light • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • Fleet Telematics Modem selective service internet access • 1 USB port

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Passenger side knee airbag • 7 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • External acoustic pedestrian alert • Rear camera with washer • Electronic stability control system with anti-roll • Manual rear child safety door locks

Dimensions

General Weights

* Curb weight	4,718 lbs.	* GVWR	6,465 lbs.
Payload	1,670 lbs.		

Trailer Weights

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Conventional capacity 5,000 lbs.

Off Road

Min ground clearance	7.6"	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.3"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.0 cu.ft.	Max interior rear cargo volume	90.3 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.3 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume 118.0 cu.ft.

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"
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Legroom

Leg room first-row	40.9"	Leg room second-row	40.7"
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Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"
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Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"
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Powertrain

Engine

* Engine 3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP		Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.3L	cc	204 cu.in.
Bore	3.56"	Stroke	3.41"
Compression ratio	12.0		

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Engine Power

Horsepower	285 HP@6500 RPM	Torque	260 lb.-ft.@4000 RPM
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Alternator

* Alternator amps	250A	* Alternator type	Regular duty alternator
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Battery

* Battery amps	92Ah	* Battery type	Lead acid battery
* Battery rating	850CCA		

Engine Extras

Engine cooler	Engine oil cooler	Radiator	Heavy-duty radiator
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Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Transmission oil cooler	Transmission oil cooler

Drive Type

4WD type	Automatic full-time AWD	Drive type	All-wheel drive
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Drivetrain

Axle ratio	3.73
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Exhaust

Tailpipe	Stainless steel dual exhaust
----------	------------------------------

Fuel

Fuel type	regular unleaded
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Fuel Tank

Capless fuel filler	Easy Fuel capless fuel filler	* Fuel tank capacity	21.40 gal.
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Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Permanent locking hub control
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Provisions

Provisions	Police/fire provisions
------------	------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information

Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions ULEV II emissions Emissions tiers Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

* Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Standard ride suspension Front shock absorbers Gas-pressurized front shock absorbers
Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes
ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs Rear springs Regular grade rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar Suspension type rear Multi-link rear suspension
Suspension ride type rear Independent rear suspension

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type	number of wheels	2-wheel steering system	

Exterior

Front Wheels

Front wheels diameter	18"	Front wheels width	8"
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Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8"
----------------------	-----	-------------------	----

Front And Rear Wheels

Appearance	black	Material	steel
------------	-------	----------	-------

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Body Exterior

Trailer

Towing capability	Trailer towing capability	Towing class	Class III tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness

Exterior Features

Number of doors	4 doors	* License plate front bracket	Front license plate bracket
-----------------	---------	-------------------------------	-----------------------------

Body

Body panels	Galvanized steel and aluminum body panels with side impact beams
-------------	--

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors
----------------	--

Spare Tire

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Spare tire Full-size spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler

Rear lip spoiler

Wheels

* Wheel covers Stainless steel wheel covers

Convenience

Door Locks

Door locks

Power door locks

* Keyfob door locks
locks

Keyfob activated door

Tailgate control

Power tailgate/rear door lock

Cruise Control

Cruise control

Cruise control with steering wheel mounted controls

Rear View Mirror

* Rearview mirror
mirror

Auto-dimming rear view

Day/Night rearview mirror
mirror

Day/Night rearview

Exterior Mirrors

Door mirrors

Power door mirrors

Folding door mirrors Manual folding door mirrors

* Heated door mirrors
Heated driver and passenger side door mirrors

Front Side Windows

First-row windows

Power first-row windows

Overhead Console

Overhead console

Mini overhead console

Overhead console storage
storage

Overhead console

Driver Visor

Visor driver mirror

Driver visor mirror

Passenger Visor

Visor passenger mirror

Passenger visor mirror

Power Outlets

12V power outlets

2 12V power outlets

Cargo Features

Cargo tie downs

Cargo area tie downs

Cargo light

Cargo area light

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Cargo Trim

Cargo floor type

Carpet cargo area floor

Trunk lid trim

Plastic trunk lid trim

Pedals

Driver foot rest

Driver foot rest

Remote Releases

Cargo access
release

Power cargo area access

Rear Windshield

Rear window defroster

Rear window defroster

Rear windshield

Fixed rear windshield

Rear windshield wipers
windshield wipers

Fixed interval rear

Heated wiper area

Heated rear wiper park

Storage

Door bins front Driver and passenger door bins

Number of beverage holders

2 beverage holders

Glove box

Locking glove box

Dashboard storage

Dashboard storage

Windows Feature

One-touch up window
one-touch up windows

Driver and passenger

One-touch down window
one-touch down windows

Driver and passenger

Windows Rear Side

Second-row windows
windows

Power second-row

Third-row windows

Fixed third-row windows

Miscellaneous

Trip computer

Trip computer

PRND in IP

PRND in IP

Accessory power

Retained accessory power

Comfort

Climate Control

Climate control

Automatic climate control

Dual-zone front climate control
climate control

Dual-zone front

Cabin air filter

Cabin air filter

Rear under seat ducts
control ducts

Rear under seat climate

Headliner

Headliner material

Cloth headliner material

Headliner coverage

Full headliner coverage

Door Trim

Door panel insert

Metal-look door panel insert

Floor Trim

Floor covering

Full vinyl floor covering

Floor coverage

Full floor coverage

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic steering wheel Manual telescopic steering wheel material Urethane steering wheel
Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls Height adjustable driver seat Power height adjustable driver seat
Driver seat fore/aft control Power driver seat cushion tilt Driver seat cushion tilt Power driver seat cushion tilt
Passenger seat direction Front passenger seat with 4-way directional controls Split front seats Bucket front seats
Reclining passenger seat Manual reclining passenger seat Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraints Height adjustable front seat head restraints Front head restraint control Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat Rear seats fixed or removable Fixed rear seats
Folding second-row seats 35-30-35 folding rear seats Rear seat direction Front facing rear seat
Rear seat folding position Fold forward rear seatback Rear head restraints Height adjustable rear seat head restraints
Rear head restraint control Manual rear seat head restraint control Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Metal-look interior accents

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Gearshifter Material

Gearshifter material material	Urethane gear shifter
-------------------------------	-----------------------

Entertainment Features

LCD Displays

Number of first-row LCD displays 1 total number of 1st row displays	LCD primary display size 4.2 inch primary LCD display
---	---

Radio Features

External memory	External memory control	Seek scan	Seek scan
-----------------	-------------------------	-----------	-----------

Speakers

Speakers	Standard grade speakers	Speakers number	4
----------	-------------------------	-----------------	---

Audio Features

Steering mounted audio control mounted audio controls	Steering wheel	Speed sensitive volume	Speed sensitive volume
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Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display
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Instrumentation Displays

Speedometer	Redundant digital speedometer	Driver information center	Driver information center
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Clock	In-radio display clock
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Instrumentation Gauges

Tachometer	Tachometer	Traction battery level gauge	Traction battery level gauge
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Service interval warning Service interval indicator

Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Trunk warning Rear cargo ajar warning
Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Auto on/off headlight control

Headlight type Projector beam headlights
Multiple headlights Multiple enclosed headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Variable panel light Variable instrument panel light
Rear reading lights Rear reading lights

Front reading lights Front reading lights

Lights

Interior courtesy lights Fade interior courtesy lights
High mount stop light High mounted center stop light

LED brake lights LED brake lights

Technology and Telematics

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

Internet Access

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports 1 USB port

Safety and Security

Airbags

Front impact airbag driver Driver front impact Number of airbags 7 airbags
airbag

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Selected Equip & Specs (cont'd)

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag driver Seat mounted side impact driver airbag

Occupancy sensor Airbag occupancy sensor

Knee airbag Passenger side knee airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Overhead airbags Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Active Driving Assistance

External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control Electronic stability control system with anti-roll

Occupant Safety

Child door locks Manual rear child safety door locks

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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	\$47,165.00
Packages		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps</i>	Included
65X	Standard 18" Polished Hub Wheel Cover Credit Unit will be shipped without polished stainless cap wheel cover - lug nuts will be exposed. <i>Stainless steel</i>	-\$50.00

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

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03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4 2" color LCD screen center stack smart display.</i>	Included
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)</i>	\$60.00
153	Front License Plate Bracket	N/C
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
87R	Rear View Camera Not recommended with option (47E) 12.1" integrated computer screen. <i>Displayed in rear view mirror. This option replaces the standard display in the center stack area. Camera can only be displayed in the center stack (std) or the rear view mirror (87R).</i>	N/C
	<i>Includes:</i> - Electrochromic Rear View Mirror Video is displayed in rear view mirror.	
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00
59B	Keyed Alike - 1284x	\$50.00

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EASTON POLICE DEPARTMENT
Prepared by: John Leaman
03/28/2024



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2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
549	Heated Sideview Mirrors	\$60.00
59W	4G LTE Wi-Fi Hotspot Credit	-\$20.00
19K	H8 AGM Battery (850 CCA/92-amp)	\$110.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
61B	OBD-II Split Connector	\$55.00
Allows up to 2 devices to be connected to the vehicle's OBD-II port		

Emissions

425	50 State Emission System	STD
-----	--------------------------	-----

Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
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SUBTOTAL	\$45,560.00
Destination Charge	\$1,595.00
TOTAL	\$47,155.00

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$47,165.00
Options	-\$1,605.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$47,155.00

Pre-Tax Adjustments

Code	Description	MSRP
12112	Discount as per COSTARS 013-E23-302	-\$1,355.00
Total		\$45,800.00

Customer Signature

Acceptance Date

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Prepared for: Lt. Mark Hrobar

EASTON POLICE DEPARTMENT

Prepared by: John Leaman

03/28/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420 | Quote ID: 03282024-1

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 4

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$188,660.00
Options	-\$6,420.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$6,380.00
Subtotal	\$188,620.00

Pre-Tax Adjustments

Code	Description	MSRP
12112	Discount as per COSTARS 013-E23-302	-\$5,420.00
Total		\$183,200.00

Customer Signature

Acceptance Date

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Prepared for: Mark Hrobar, Lieutenant, Easton Police Department
106 W. Dover St.
Easton, MD 21601
Office: 410-822-3847
Email: mhrobar@eastonmd.gov

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260



Client Proposal

Prepared by:
Cody Stewart
Office: 717-653-8183
Email: whitmoyerautogroup@live.com
Date: 04/12/2024

KINLEY **KAG**
AUTOMOTIVE GROUP



FLEET DEPARTMENT

COSTARS™ ★★★★★★★★★★

Pennsylvania Department of General Services



Whitmoyer Ford, Inc. | 1001 East Main Street, Mount Joy, Pennsylvania, 175529333
Office: 717-653-7080 | Fax: 717-653-7090

Prepared for: Mark Hrobar

Lieutenant, Easton Police Department

Prepared by: Cody Stewart

04/12/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333



2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

**Mark Hrobar, Lieutenant, Easton Police
Department**

106 W. Dover St.

Easton, MD 21601

Office: 410-822-3847

Email: mhrobar@eastonmd.gov

Re: Vehicle Proposal 04/12/2024

Dear Mark,

Following is our proposal to furnish and deliver one (1) "new and unused" 2022 Ford Police Interceptor AWD Hybrid. Please review and contact our office if you have any questions.

Your total cost to order, as per MD GPC is \$40,000. Vehicle will be filled with fuel, washed, and delivered to your location.

****I CURRENTLY HAVE TWO OF THESE UNITS ON GROUND AND THEY WILL BE READY PROMPTLY FOLLOWING PURCHASE APPROVAL****

Thank you for your time and the opportunity to earn your business.

Best Regards,

Cody Stewart

Fleet Account Executive

717-653-8183

whitmoyerautogroup@live.com

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Prepared for: Mark Hrobar
Lieutenant, Easton Police Department
Prepared by: Cody Stewart
04/12/2024



Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

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Prepared for: Mark Hrobar
Lieutenant, Easton Police Department
Prepared by: Cody Stewart
04/12/2024



Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs

Dimensions

• Conventional Capacity: 5,000 lbs. • Vehicle body length: 198.8" • Vehicle body width: 82.6" • Vehicle body height: 69.3" • Wheelbase: 119.1" • Front track: 66.9" • Rear track: 66.9" • Interior rear cargo volume: 52.0 cu.ft. • Interior rear cargo volume with seats folded: 90.3 cu.ft. • Max interior rear cargo volume: 90.3 cu.ft. • Total passenger volume: 118.0 cu.ft. • Headroom first-row: 40.7" • Headroom second-row: 40.4" • Leg room first-row: 40.9" • Leg room second-row: 40.7" • Shoulder room first-row: 61.8" • Shoulder room second-row: 61.3" • Hip room first-row: 59.3" • Hip room second-row: 59.1"

Powertrain

• 3.3L V-6 port/direct injection, DOHC, variable valve control, engine with 285HP • Engine cylinders: V-6 • Spark ignition system • Horsepower: 285 HP@6500 RPM • Torque: 260 lb.-ft.@4000 RPM • Engine oil cooler • Heavy-duty radiator • Hybrid electric motor starter • 10-speed automatic • Automatic full-time AWD • All-wheel drive • Recommended fuel: regular unleaded • Easy Fuel capless fuel filler • All-speed ABS and driveline traction control • Permanent locking hub control • 318.0 hybrid net horsepower • Hybrid torque 322.0 lbs.-ft.

Fuel Economy and Emissions

• Gasoline secondary fuel type • ULEV II emissions

Suspension and Handling

• Standard ride suspension • Gas-pressurized front shock absorbers • Gas-pressurized rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Regenerative brakes • Brake assist system • Hill start assist • Independent front suspension • Strut front suspension • Front anti-roll bar • Front coil springs • Independent rear suspension • Multi-link rear suspension • Rear anti-roll bar • Electric power-assist steering system • Rack-pinion steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • 4 doors • Clearcoat paint • Monotone paint • Body-coloured bodyside cladding • Black wheel well trim • Black side window trim • Black windshield trim • Black door handles • Body-coloured front bumper • Black front bumper rub strip • Front tow hook • Body-coloured rear bumper • Black rear bumper rub strip • Black grille • Black door mirrors • **Exterior mirror LED spot lights** • Standard style side mirrors • Convex spotter in driver and passenger side door mirrors • Conventional left rear passenger door • Conventional right rear passenger door • Liftgate rear cargo door • P255/60RW18 AS BSW front and rear tires • 18 x 8-inch front and rear black steel wheels

Convenience

• Power door locks • **Keyfob activated door locks** • Power tailgate/rear door lock • Cruise control with steering wheel mounted controls • Day/Night rearview mirror • **Auto-dimming rear view mirror** • Power first-row windows • Cargo area tray/organizer • Driver foot rest • Power cargo area access release • Fixed interval rear windshield wipers • Heated rear wiper park • Rear window defroster • Fixed rear windshield • Locking glove box • 2 beverage holders • Driver and passenger door bins • Dashboard storage • Retained accessory power • PRND in IP • Trip computer

Comfort

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

• Automatic climate control • Dual-zone front climate control • **Rear climate control system** • Cabin air filter • Rear under seat climate control ducts • **Rear headliner/pillar climate control ducts** • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Manual tilting steering wheel • Manual telescopic steering wheel • Urethane steering wheel

Seats and Trim

• Seating capacity: 5 • Bucket front seats • Driver seat with 8-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Manual reclining driver seat • Power height adjustable driver seat • Power driver seat fore/aft control • Power driver seat cushion tilt • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Split-bench rear seat • Height adjustable rear seat head restraints • Manual driver seat lumbar • Cloth front seat upholstery

Entertainment Features

• 1 total number of 1st row displays • 4.2 inch primary LCD display • AM/FM stereo radio • In-vehicle audio • AM radio • FM radio • Seek scan • External memory control • Speakers number: 4 • Standard grade speakers • Steering wheel mounted audio controls • Speed sensitive volume • Integrated roof audio antenna

Lighting, Visibility and Instrumentation

• Metal-look instrument panel insert • Analog instrumentation display • Trip odometer • In-radio display clock • Driver information center • Redundant digital speedometer • Tachometer • Engine/electric motor temperature gauge • Engine hour meter • Traction battery level gauge • Deep tinted windows • Projector beam headlights • LED low and high beam headlights • Auto on/off headlight control • Multiple enclosed headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Front reading lights • Rear reading lights • Variable instrument panel light • High mounted center stop light • LED brake lights • Fade interior courtesy lights

Technology and Telematics

• Bluetooth handsfree wireless device connectivity • Fleet Telematics Modem selective service internet access • 1 USB port

Safety and Security

• Driver front impact airbag • Seat mounted side impact driver airbag • Curtain first and second-row overhead airbags • Passenger front impact airbag • Seat mounted side impact front passenger airbag • Airbag occupancy sensor • Passenger side knee airbag • 7 airbags • Rear seat center 3-point seatbelt • Front height adjustable seatbelts • Front seatbelt pretensioners • 2 seatbelt pre-tensioners • External acoustic pedestrian alert • Rear camera with washer • Electronic stability control system with anti-roll • Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,090 lbs.	GVWR	6,840 lbs.
Payload	1,670 lbs.		

Trailer Weights

Conventional capacity	5,000 lbs.
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Lieutenant, Easton Police Department

Prepared by: Cody Stewart

04/12/2024

Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333

**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260

Selected Equip & Specs (cont'd)*Off Road*

Min ground clearance	7.6"	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.3"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.0 cu.ft.	Max interior rear cargo volume	90.3 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.3 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume	118.0 cu.ft.
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Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"
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Legroom

Leg room first-row	40.9"	Leg room second-row	40.7"
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Shoulder Room

Shoulder room first-row	61.8"	Shoulder room second-row	61.3"
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Hip Room

Hip room first-row	59.3"	Hip room second-row	59.1"
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Powertrain*Engine*

Engine	3.3L V-6 port/direct injection, DOHC, variable valve control, engine with 285HP	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.3L	cc	204 cu.in.
Bore	3.56"	Stroke	3.41"
Compression ratio	12.0		

Engine Power

Horsepower	285 HP@6500 RPM	Torque	260 lb.-ft.@4000 RPM
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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Alternator

Alternator amps	220A	Alternator type	Hybrid electric motor alternator
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Battery

* Battery amps	92Ah	Battery type	HD lead acid battery
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* Battery rating	850CCA
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Engine Extras

Engine cooler	Engine oil cooler	Radiator	Heavy-duty radiator
Starter	Hybrid electric motor starter		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Transmission oil cooler	Transmission oil cooler

Drive Type

4WD type	Automatic full-time AWD	Drive type	All-wheel drive
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Drivetrain

Axle ratio	3.73
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Exhaust

Tailpipe	Stainless steel dual exhaust
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Fuel

Fuel type	regular unleaded
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Fuel Tank

Capless fuel filler	Easy Fuel capless fuel filler	Fuel tank capacity	18.99 gal.
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Drive Feature

Traction control	All-speed ABS and driveline traction control	Locking hub control	Permanent locking hub control
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Electric Powertrain

Hybrid torque	Hybrid torque 322.0 lbs.-ft.	Hybrid net horsepower	318.0 hybrid net horsepower
Number of electric motors	1	Electric powertrain	HEV (hybrid electric vehicle)

Electric Vehicle Battery Pack

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Traction battery type lithium ion (Li-ion)

Provisions

Provisions Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions ULEV II emissions Emissions tiers Tier 2 Bin 5 emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension Front shock absorbers shock absorbers Gas-pressurized front shock absorbers

Rear shock absorbers shock absorbers Gas-pressurized rear

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist Brake assist system Brake assist system

Front Suspension

Anti-roll bar front Front anti-roll bar Suspension ride type front suspension Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs Springs front Front coil springs

Rear Spring

Springs rear Rear coil springs Rear springs Regular grade rear springs

Rear Suspension

Anti-roll bar rear Rear anti-roll bar Suspension type rear Multi-link rear suspension

Suspension ride type rear suspension Independent rear

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**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260

Selected Equip & Specs (cont'd)*Steering*

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type	number of wheels 2-wheel steering system		

Exterior*Front Wheels*

Front wheels diameter	18"	Front wheels width	8"
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Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8"
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Front And Rear Wheels

Appearance	black	Material	steel
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Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Body Exterior*Trailer*

Towing capability	Trailer towing capability	Towing class	Class III tow rating
Towing hitch	Trailer hitch	Towing wiring harness	Trailer wiring harness

Exterior Features

Number of doors	4 doors
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Body

Body panels	Galvanized steel and aluminum body panels with side impact beams
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Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors
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Spare Tire

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Spare tire Full-size spare tire with steel wheel

Spare tire location Spare tire mounted under the cargo floor

Aerodynamics

Spoiler Rear lip spoiler

Wheels

Wheel covers Wheel hub covers

Convenience

Door Locks

Door locks Power door locks * Keyfob door locks Keyfob activated door locks

Tailgate control Power tailgate/rear door lock

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

* Rearview mirror mirror Auto-dimming rear view Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
* Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Mini overhead console Overhead console storage Overhead console storage

Driver Visor

Visor driver mirror Driver visor mirror

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Cargo Features

Cargo tie downs Cargo area tie downs Cargo light Cargo area light

Cargo Trim

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**2022 Police Interceptor Utility AWD Base (K8A)**

Price Level: 260

Selected Equip & Specs (cont'd)

Cargo floor type	Carpet cargo area floor	Trunk lid trim	Plastic trunk lid trim
Pedals			
Driver foot rest	Driver foot rest		
Remote Releases			
Cargo access release	Power cargo area access		
Rear Windshield			
Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
Rear windshield wipers	Fixed interval rear windshield wipers	Heated wiper area	Heated rear wiper park
Storage			
Door bins front	Driver and passenger door bins	Number of beverage holders	2 beverage holders
Glove box	Locking glove box	Dashboard storage	Dashboard storage
Windows Feature			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
Windows Rear Side			
Second-row windows	Power second-row windows	Third-row windows	Fixed third-row windows
Miscellaneous			
Trip computer	Trip computer	PRND in IP	PRND in IP
Accessory power	Retained accessory power		
Comfort			
Climate Control			
Climate control	Automatic climate control	* Rear headliner/pillar ducts	Rear headliner/pillar climate control ducts
Dual-zone front climate control	Dual-zone front climate control	Cabin air filter	Cabin air filter
* Rear climate control system	Rear climate control system	Rear under seat ducts	Rear under seat climate control ducts
Headliner			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
Door Trim			
Door panel insert	Metal-look door panel insert		
Floor Trim			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery
Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic Manual telescopic
steering wheel
Steering wheel material Urethane steering wheel
Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way
directional controls
Driver seat fore/aft control Power driver seat
fore/aft control
Passenger seat direction Front passenger seat
with 4-way directional controls
Reclining passenger seat Manual reclining
passenger seat
Front head restraints Height adjustable front
seat head restraints
Reclining driver seat Manual reclining driver seat
Height adjustable driver seat Power height
adjustable driver seat
Driver seat cushion tilt Power driver seat cushion
tilt
Split front seats Bucket front seats
Passenger seat fore/aft control Manual passenger
seat fore/aft control
Front head restraint control Manual front seat
head restraint control

Rear Seats

Bench seats Split-bench rear seat
Folding second-row seats 35-30-35 folding rear
seats
Rear seat folding position Fold forward rear
seatback
Rear head restraint control Manual rear seat
head restraint control
Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Height adjustable rear seat
head restraints
Number of rear head restraints 3 rear seat head
restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery
Front seatback upholstery Vinyl front seatback
upholstery

Interior Accents

Interior accents Metal-look interior accents

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Gearshifter Material

Gearshifter material	Urethane gear shifter material
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Entertainment Features

LCD Displays

Number of first-row LCD displays 1 total number of 1st row displays	LCD primary display size 4.2 inch primary LCD display
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Radio Features

External memory	External memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	4
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
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Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert	Metal-look instrument panel insert
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Instrumentation

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display
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Instrumentation Displays

Speedometer	Redundant digital speedometer	Driver information center	Driver information center
Clock	In-radio display clock		

Instrumentation Gauges

Tachometer	Tachometer	Traction battery level gauge	Traction battery level gauge
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Headlights on reminder
Door ajar warning
Service interval warning

Headlights on reminder
Door ajar warning
Service interval indicator

Key in vehicle warning
Trunk warning
Low tire pressure warning
pressure warning

Key in vehicle warning
Rear cargo ajar warning
Tire specific low air

Glass

Tinted windows

Deep tinted windows

Headlights

Headlights LED low and high beam headlights
Auto headlights Auto on/off headlight control

Headlight type Projector beam headlights
Multiple headlights Multiple enclosed headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Speed sensitive wipers Speed sensitive wipers

Interior Lighting

Variable panel light
light
Rear reading lights

Variable instrument panel
Rear reading lights

Front reading lights

Front reading lights

Lights

Interior courtesy lights
lights
High mount stop light
High mounted center stop light

Fade interior courtesy

LED brake lights

LED brake lights

Technology and Telematics

Connectivity

Handsfree
device connectivity

Bluetooth handsfree wireless

Internet Access

Internet access
selective service internet access

Fleet Telematics Modem

USB Ports

USB ports

1 USB port

Safety and Security

Airbags

Front impact airbag driver
airbag

Driver front impact

Number of airbags

7 airbags

Front impact airbag passenger
impact airbag

Passenger front

Knee airbag

Passenger side knee airbag

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Selected Equip & Specs (cont'd)

Front side impact airbag driver
Seat mounted side impact driver airbag
Occupancy sensor Airbag occupancy sensor

Front side impact airbag passenger
Seat mounted side impact front passenger airbag
Overhead airbags Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt
Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts
Seatbelt pretensioners number 2 seatbelt pretensioners

Active Driving Assistance

External acoustic pedestrian alert External acoustic pedestrian alert

Cameras

Rear camera Rear camera with washer

Traction Control

Electronic stability control Electronic stability control system with anti-roll

Occupant Safety

Child door locks Manual rear child safety door locks

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

K8A	Base Vehicle Price (K8A)	\$43,110.00
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Packages

500A	Order Code 500A	N/C
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Includes:

- Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).
- Transmission: 10-Speed Automatic
- 3.73 Axle Ratio
- GVWR: 6,840 lbs (3,103 kgs)
- Tires: 255/60R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel
Includes polished stainless steel hub cover and center caps.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
- Radio: AM/FM/MP3 Capable
Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.
- SYNC 3 Communications & Entertainment System
Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.

Powertrain

99W	Engine: 3.3L V6 Direct-Injection Hybrid System (136-MPH top speed).	Included
44B	Transmission: 10-Speed Automatic	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included

Wheels & Tires

STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps.	Included

Seats & Seat Trim

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

As Configured Vehicle (cont'd)

Code	Description	MSRP
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
	<i>Includes:</i> - SYNC 3 Communications & Entertainment System <i>Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	
86T	Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i>	\$60.00
43D	Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i>	\$25.00
17T	Switchable Red/White Lighting in Cargo Area <i>Deletes 3rd row overhead map light.</i>	\$50.00
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
87R	Rear View Camera Not recommended with option (47E) 12.1" integrated computer screen. <i>Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R).</i>	N/C
	<i>Includes:</i> - Electrochromic Rear View Mirror	
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i>	\$75.00
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.</i>	N/C

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2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

As Configured Vehicle (cont'd)

Code	Description	MSRP
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed alike.</i>	\$340.00
59B	Keyed Alike - 1284x	\$50.00
549	Heated Sideview Mirrors	\$60.00
17A	Rear Auxiliary Air Conditioning Late availability.	\$610.00
59W	4G LTE Wi-Fi Hotspot Credit	-\$20.00
19K	H8 AGM Battery (850 CCA/92-amp)	\$110.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
61B	OBD-II Split Connector <i>Allows up to 2 devices to be connected to the vehicle's OBD-II port.</i>	\$55.00

Emissions

425	50 State Emission System	STD
Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.		

Exterior Color

YZ_01	Oxford White	N/C
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Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
-------	--	-----

SUBTOTAL	\$46,020.00
Destination Charge	\$1,495.00
TOTAL	\$47,515.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mark Hrobar
Lieutenant, Easton Police Department
Prepared by: Cody Stewart
04/12/2024



Whitmoyer Ford, Inc. | 1001 East Main Street Mount Joy Pennsylvania | 175529333

2022 Police Interceptor Utility AWD Base (K8A)

Price Level: 260

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	\$43,110.00
Options	\$1,910.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,495.00
Subtotal	\$47,515.00

Pre-Tax Adjustments

Description	MSRP
Discount as per COSTARS 013-E22-257	-\$7,515.00
Total	\$40,000.00

Customer Signature


04/12/2024
Dealer Signature

KINLEY KAG
AUTOMOTIVE GROUP



FLEET DEPARTMENT

COSTARS™

Pennsylvania Department of General Services

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CURRENT COSTARS CONTRACTS
EMERGENCY RESPONDER VEHICLES
PURSUIT CERTIFIED POLICE VEHICLES

AS OF 04/30/2024

Contract #	Vendor Name	Contract Desc	Contract Status	Awarded Date	Expiration Date	Address Line 1	City	State	Zip Code	Contact Person	Phone	Fax	Email Address
013-E22-250	Apple Automotive Group Inc dba Apple Ford of Red Lion	Emergency Responder Vehicles	Awarded (Participation)	08/10/22	08/10/24	3250 CAPE HORN RD	RED LION	PA	17356	SCOTT MORROW	717-849-6527	717-848-3805	SMORROW@APPLEAUTO1.COM
013-E23-282	BILL MCCANDLESS FORD INC	Emergency Responder Vehicles	Awarded (Participation)	02/10/23	02/10/25	8416 SHARON MERCER ROAD	MERCER	PA	16137-0191	CHESTER BEALLES	724--66-2-37	724--66-2-37	THECOMMERCIALTRUCKGUY@GMAIL.COM
013-E23-279	C & C FORD SALES INC	Emergency Responder Vehicles	Awarded (Participation)	01/25/23	01/25/25	1100 EASTON RD	HORSHAM	PA	19044-1405	DORIAN JURCZAK	215--51-8-01	215--44-3-33	DORIAN@CHAPMANAUTOGROUP.COM
013-E23-298	CHAMPION FORD SALES INC	Emergency Responder Vehicles	Awarded (Participation)	10/23/23	10/23/24	2502 W 26TH ST	ERIE	PA	16506-3260	BRIAN ROESCH	814-878-2500 Extn: 5		BRIANROESCH@CHAMPIONERIE.COM
013-E23-296	COCCIA FORD INC	Emergency Responder Vehicles	Awarded (Participation)	09/14/23	09/14/24	577 E MAIN ST	WILKES BARRE	PA	18702-6922	TIMOTHY SLAVISH	570--40-8-12		TIM@COCCIACARS.COM
013-E22-219	COURTESY FORD INC	Emergency Responder Vehicles	Awarded (Participation)	03/17/22	03/17/25	401 PLEASANT VALLEY BLVD	ALTOONA	PA	16602	ROD DAVIS	814-942-3000	814-942-3111	RDAVIS@COURTESYALTOONA.NET
013-E22-255	FRED BEANS FORD INC	Emergency Responder Vehicles	Awarded (Participation)	08/31/22	08/31/24	876 N EASTON RD	DOYLESTOWN	PA	18902	MARK BANAS	215--34-8-29 Extn: 1	215--34-8-94	MBANAS@FREDBEANS.COM
013-E23-278	FRED BEANS FORD OF WEST CHESTER INC	Emergency Responder Vehicles	Awarded (Participation)	01/25/23	01/25/25	1155 W CHESTER PIKE	WEST CHESTER	PA	19382-5095	SAM HORN	610-696-4701 Extn: 1	610--69-6-91	SHORN@FREDBEANS.COM
013-E22-217	GENE LATTA FORD INC	Emergency Responder Vehicles	Awarded (Participation)	03/24/22	03/24/25	1565 CARLISLE PIKE	HANOVER	PA	17331	ROBERT REDER	717-633-1999	717--63-7-36	BOB.REDER@GENELATTA.COM
013-E23-301	HOFFMAN FORD SALES INC	Emergency Responder Vehicles	Awarded (Participation)	11/30/23	11/30/24	5200 JONESTOWN RD	HARRISBURG	PA	17112-2925	RYAN HOFFMAN	717-657-1600 Extn: 5	717--65-7-97	RYAN.HOFFMAN@HOFFMANFORD.COM
013-E23-280	HONDRU FORD INC	Emergency Responder Vehicles	Awarded (Participation)	02/10/23	02/10/25	300 S MAIN ST	MANHEIM	PA	17545-2213	CHRIS TITTER	717--66-4-72	717--66-5-65	CTITTER@HONDRUAUTO.COM
013-E22-239	JIM SHORKEY 1 WHITE OAK LLC	Emergency Responder Vehicles	Awarded (Participation)	07/08/22	07/08/24	1234 LONG RUN RD	WHITE OAK	PA	15131	JED MICHAEL	724-382-3366 Extn: 1	724--38-2-33	JEDMICHAEL@JIMSHORKEY.COM
013-E22-251	JOHN MEEGAN FORD INC	Emergency Responder Vehicles	Awarded (Participation)	07/29/22	07/29/24	2551 MEMORIAL BLVD	CONNELLSVILLE	PA	15425	RYAN GRABIAK	724-628-2720	724-628-1151	OFFMGR@ZOOMINTERNET.NET
013-E22-237	Toyota	Emergency Responder Vehicles	Awarded (Participation)	07/08/22	07/08/24	3810 HECKTOWN RD	EASTON	PA	18045	KYLE WISMER	610--25-3-91	610--43-8-21	KWISMER@KOCH33FORD.COM
013-E22-248	LAUREL FORD INC	Emergency Responder Vehicles	Awarded (Participation)	08/04/22	08/04/24	135 FORD DRIVE	WINDBER	PA	15963	CHUCK JEFFERSON	814-262-6100 Extn: 1		CJEFFERSON@LAURELAUTOGROUP.COM
013-E23-297	LEHIGHTON FORD INC	Emergency Responder Vehicles	Awarded (Participation)	10/04/23	10/04/24	54 BLAKESLEE BOULEVARD DR E	LEHIGHTON	PA	18235-9045	ADAM BROBST	610--37-7-17 Extn: 2		ABROBST@LEHIGHTONFORD.COM
013-E22-221	MAGUIRES FORD OF HERSHEY INC	Emergency Responder Vehicles	Awarded (Participation)	04/07/22	04/07/25	100 N THISTLEDOWN DR	PALMYRA	PA	17078	ETHAN ROHRER	717--83-8-83 Extn: D	717--83-8-81	ETHAN.ROHRER@MAGUIRESFORD.COM
013-E22-228	MAR-ECO INC dba Keystone Ford	Emergency Responder Vehicles	Awarded (Participation)	06/01/22	06/01/24	301 WALKER RD	CHAMBERSBURG	PA	17201	NELSON RAINES	717-860-9577	717-263-2086	NRAINES@KEYSTONEFORD.COM
013-E23-304	MIRACLE TAMAQUA LLC	Emergency Responder Vehicles	Awarded (Participation)	12/26/23	12/26/24	117 S GREENWOOD ST	TAMAQUA	PA	18252-2115	ROSE HART	570--66-8-21	570--66-8-65	RHART@MIRACLEAUTO.COM
013-E23-288	MORELLI HOSKINS FORD INC	Emergency Responder Vehicles	Awarded (Participation)	02/28/23	02/28/25	2601 E LINCOLN HWY	COATESVILLE	PA	19320-2444	TIM EDGIN	610--38-4-42 Extn: 3	610--38-4-57	TEDGIN@BRIANHOSKINSFORD.COM
013-E22-231	NIELSEN FORD OF MORRISTOWN INC	Emergency Responder Vehicles	Awarded (Participation)	05/31/22	05/31/24	170 RIDGEDALE AVE	MORRISTOWN	NJ	7936	PAUL YACHIMIAK	973-319-7000 Extn: 6	973--88-4-26	PYACHIMIAK@NIELSENFLEET.COM
013-E23-286	PACIFICO MARPLE LLC	Emergency Responder Vehicles	Awarded (Participation)	06/23/23	06/23/24	3015 W CHESTER PIKE	BROOMALL	PA	19008-1309	STEPHEN GIBSON	610--35-3-55 Extn: 2	610--35-6-89	SGIBSON@PACIFICOMARPLEAUTOS.COM
013-E22-266	Pottsville Ford Inc	Emergency Responder Vehicles	Awarded (Participation)	11/03/22	11/03/24	1456 ROUTE 61 HIGHWAY SOUTH	POTTSVILLE	PA	17901-2706	JAROD SANDS	570--62-2-19 Extn: 1	570--62-2-84	JAROD@SANDSAUTOGROUP.COM
013-E23-295	RED HILL GARAGE INC	Emergency Responder Vehicles	Awarded (Participation)	05/31/23	05/31/25	602 MAIN ST	RED HILL	PA	18076	MIKE BUCK	215-679-7911	215-679-5802	MBUCK@SANDSAUTOGROUP.COM
013-E22-223	RGH AUTOMOTIVE LLC dba New Holland	Emergency Responder Vehicles	Awarded (Participation)	04/08/22	04/08/25	508 W MAIN ST	NEW HOLLAND	PA	17557	TRAVIS BUZZARD	717--35-4-49	717--35-5-26	TBUZZARD@NEWHOLLANDAUTO.COM
013-E22-241	SHULTS FORD LINCOLN INC dba SHULTS FORD WEXFORD	Emergency Responder Vehicles	Awarded (Participation)	06/29/22	06/29/24	10401 PERRY HWY	WEXFORD	PA	15090	TONY TRONZO	724--93-4-23 Extn: 1	412--29-1-16	TONYT@SHULTSFORD.COM
013-E22-229	SUNBURY MOTOR COMPANY dba Sunbury Motors	Emergency Responder Vehicles	Awarded (Participation)	05/04/22	05/04/25	943 N 4TH ST	SUNBURY	PA	17801	SHAWN LEITZEL	570-286-7746		TRUCKDEPT@SUNBURYMOTORS.COM
013-E22-249	Suppes Motor Sales Co dba Suppes Ford	Emergency Responder Vehicles	Awarded (Participation)	08/18/22	08/18/24	101 MAIN ST	JOHNSTOWN	PA	15901	COURTNEY DROZ	814-535-5531		COURTNEY@SUPPESFORD.COM
013-E22-245	SUSQUEHANNA EAST INC	Emergency Responder Vehicles	Awarded (Participation)	07/29/22	07/29/24	415 W FOURTH ST	QUARRYVILLE	PA	17566	DAMIAN WISSLER	717--47-8-28		DAMIANW@SUSQAUTO.COM
013-E22-273	TOM MASANO FORD INC	Emergency Responder Vehicles	Awarded (Participation)	01/03/23	01/03/25	1600 LANCASTER AVE	READING	PA	19607-1544	CHRIS KARR	484-339-1054	610-685-2322	CHRISTOPHER.KARR@MASANO.COM
013-E22-272	TRI STAR FORD INC	Emergency Responder Vehicles	Awarded (Participation)	12/14/22	12/14/24	930 RT 22 HWY W	BLAIRSVILLE	PA	15717-7903	DONALD PHILLIPS	724-970-2100 Extn: 2	724--55-0-44	DON.PHILLIPS@TRISTARMOTORS.COM
013-E23-302	WHITMOYER FORD INC	Emergency Responder Vehicles	Awarded (Participation)	12/07/23	12/07/24	1001 E MAIN ST	MOUNT JOY	PA	17552	RICHARD MCCORD	717--65-3-70	717--65-3-70	FLEET@WHITMOYERAUTOGROUP.COM

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COSTARS CONTRACT SEARCH

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Contract 13 - Emergency Responder Vehicles

Category Pursuit Certified Police Vehicles

Vendor --All--

Manufacturer Ford Motor Company

Dealer --All--

Service Area County --All Counties--

Location County --All Counties--

Vendor Contract #

Vendor #

Number of records per page 100

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Search Results32 Records Found.

Vendor Contract #	Contract Description	Vendor Name	Business Category	Web URL	Contract Overview	Vendor Contract	Contract Terms	Contract Renewal	COSTARS Point of Contact
013-E22-250	Emergency Responder Vehicles	Apple Automotive Group Inc dba Apple Ford of Red Lion		APPLEAUTOMOTIVE.COM					Shelbie Pickering Ph:717-703-2947
013-E23-282	Emergency Responder Vehicles	BILL MCCANDLESS FORD INC							Shelbie Pickering Ph:717-703-2947
013-E23-279	Emergency Responder Vehicles	C & C FORD SALES INC		WWW.CHAPMANAUTOGROUP.COM					Shelbie Pickering Ph:717-703-2947
013-E23-298	Emergency Responder Vehicles	CHAMPION FORD SALES INC							Shelbie Pickering Ph:717-703-2947
013-E23-296	Emergency Responder Vehicles	COCCIA FORD INC		WWW.COCCIAFORD.COM					Shelbie Pickering Ph:717-703-2947
013-E22-219	Emergency Responder Vehicles	COURTESY FORD INC							Shelbie Pickering Ph:717-703-2947
013-E22-255	Emergency Responder Vehicles	FRED BEANS FORD INC							Shelbie Pickering Ph:717-703-2947
013-E23-278	Emergency Responder Vehicles	FRED BEANS FORD OF WEST CHESTER INC							Shelbie Pickering Ph:717-703-2947
013-E22-217	Emergency Responder Vehicles	GENE LATTA FORD INC		GENELATTA.COM					Shelbie Pickering Ph:717-703-2947
013-E23-301	Emergency Responder Vehicles	HOFFMAN FORD SALES INC							Shelbie Pickering Ph:717-703-2947
013-E23-280	Emergency Responder Vehicles	HONDRU FORD INC							Shelbie Pickering Ph:717-703-2947
013-E22-239	Emergency Responder Vehicles	JIM SHORKEY 1 WHITE OAK LLC		WWW.JIMSHORKEY.COM					Shelbie Pickering Ph:717-703-2947
013-E22-251	Emergency Responder Vehicles	JOHN MEEGAN FORD INC							Shelbie Pickering Ph:717-703-2947
013-E22-237	Emergency Responder Vehicles	KOCH HOLDINGS INC dba Koch 33 Ford Toyota							Shelbie Pickering Ph:717-703-2947
013-E22-248	Emergency Responder Vehicles	LAUREL FORD INC	Small Business						Shelbie Pickering Ph:717-703-2947
013-E23-297	Emergency Responder Vehicles	LEHIGHTON FORD INC	Small Business						Shelbie Pickering Ph:717-703-2947
013-E22-221	Emergency Responder Vehicles	MAGUIRES FORD OF HERSHEY INC							Shelbie Pickering Ph:717-703-2947
013-E22-228	Emergency Responder Vehicles	MAR-ECO INC dba Keystone Ford							Shelbie Pickering Ph:717-

										703-2947
013-E23-304	Emergency Responder Vehicles	MIRACLE TAMAQUA LLC		WWW.TAMAQUAFORD.COM						Shelbie Pickering Ph:717-703-2947
013-E23-288	Emergency Responder Vehicles	MORELLI HOSKINS FORD INC								Shelbie Pickering Ph:717-703-2947
013-E22-231	Emergency Responder Vehicles	NIELSEN FORD OF MORRISTOWN INC		WWW.NIELSENFORDMORRISTOWN.COM						Shelbie Pickering Ph:717-703-2947
013-E23-286	Emergency Responder Vehicles	PACIFICO MARPLE LLC		WWW.PACIFICOMARPLEFORD.COM						Shelbie Pickering Ph:717-703-2947
013-E22-266	Emergency Responder Vehicles	Pottsville Ford Inc		SANDSAUTOGROUP.COM						Shelbie Pickering Ph:717-703-2947
013-E23-295	Emergency Responder Vehicles	RED HILL GARAGE INC								Shelbie Pickering Ph:717-703-2947
013-E22-223	Emergency Responder Vehicles	RGH AUTOMOTIVE LLC dba New Holland Auto Group		WWW.NEWHOLLANDAUTOFLEET.COM						Shelbie Pickering Ph:717-703-2947
013-E22-241	Emergency Responder Vehicles	SHULTS FORD LINCOLN INC dba SHULTS FORD WEXFORD								Shelbie Pickering Ph:717-703-2947
013-E22-229	Emergency Responder Vehicles	SUNBURY MOTOR COMPANY dba Sunbury Motors								Shelbie Pickering Ph:717-703-2947
013-E22-249	Emergency Responder Vehicles	Suppes Motor Sales Co dba Suppes Ford	Small Business							Shelbie Pickering Ph:717-703-2947
013-E22-245	Emergency Responder Vehicles	SUSQUEHANNA EAST INC		WWW.SUSQFORD.NET						Shelbie Pickering Ph:717-703-2947
013-E22-273	Emergency Responder Vehicles	TOM MASANO FORD INC		HTTPS://WWW.TOMMASANOFORD.COM/						Shelbie Pickering Ph:717-703-2947
013-E22-272	Emergency Responder Vehicles	TRI STAR FORD INC								Shelbie Pickering Ph:717-703-2947
013-E23-302	Emergency Responder Vehicles	WHITMOYER FORD INC								Shelbie Pickering Ph:717-703-2947

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Invitation for Bids for COSTARS-13

Title:

Emergency Responder Vehicles

Contract Scope:

This IFB is designed to provide purchase options and competitive pricing to COSTARS members throughout the Commonwealth who may wish to purchase Emergency Responder Vehicles under the Contract.

Solicitation Start Date:

12/15/2009

Bid Opening Date:

Bids will be accepted on any given Commonwealth business day. Any bid received after the Bid Opening Time will be opened on the next Commonwealth business day.

Bid Opening Time:

1:30 PM

Commodity Specialist:

Shelbie Pickering spickering@pa.gov

Contract Reference Documents:

General Instructions

Specifications

Reciprocal Limitations Act Requirements

Terms and Conditions

The Department of General Services (DGS) invites you to submit a response to this INVITATION FOR BIDS (IFB). DGS will award contracts to all responsive and responsible bidders to provide supplies and/or services as described in the IFB to local public procurement units and state-affiliated entities (together, "Purchasers") registered as members with the COSTARS Program. A complete list of currently registered COSTARS members, as well as more information about the program, can be found on the **Supplier Information** page of the DGS COSTARS website at www.dgs.pa.gov/COSTARS. Please note that all contractors are required to pay the appropriate Administrative Fee in each contract period.

DGS will accept written questions and comments concerning this procurement via email to spickering@pa.gov.

If you would like to bid on this Contract select Bid Now below. You can quit and return to the bid through this screen at any time to complete it.

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[Bid Now](#)

COSTARS CONTRACT SPECIFICATIONS

These Specifications shall be part of the contract between the Commonwealth of Pennsylvania, acting through the Department of General Services ("DGS"), and the successful bidder ("Contractor") to provide and deliver Emergency Responder Vehicles to eligible Purchasers.

1. Order of Precedence. These Specifications supplement the Terms and Conditions for this procurement. Should any discrepancy occur, the order of precedence shall be that these Specifications shall prevail over all other Contract documents, the Terms and Conditions shall prevail over the General Instructions and the bidder's bid submission, and the ITB shall prevail over the bidder's bid submission.

2. Contract Scope. For the purposes of this contract, "Emergency Responder Vehicles" is defined as follows:

• Ambulances
• Fire trucks, including aeriels, rescues, engine-rescues, trucks, engines, quads, quints, tankers, pumper-tankers and brush trucks.
• Police Bicycles
• Pursuit certified police vehicles
• Specialty response vehicles , to include but not limited to, command posts, SWAT/tactical response, mobile command and control, disaster response and recovery, urban search and rescue, mobile processing and booking, crime scene investigation, arson investigation, surveillance, mobile laboratory, mobile 911, K-9 units, and water rescue boats and apparatus.

Note: Sales under this Contract shall consist of Upfits and manufacturer's final stage certified vehicles that are within the scope of this contract. Incomplete chassis, trucks and vans, are available from COSTARS-25. Passenger cars, SUVs and vans are available from COSTARS-26.

Standalone accessories for Police pursuit vehicle shall not be authorized for sale on this contract. However, accessories that are typical elements of a turn-key police pursuit vehicle, such as lighting, sirens, radio/computer mounts, partitions and push bars are authorized to be sold as part of a complete vehicle; with pricing to be quoted and negotiated prior to issuance of a purchase order.

3. Contract Award. DGS is using the multiple award method of contract award as set forth in Section 517 of the Commonwealth Procurement Code, 62 Pa.C.S. § 517, to contract for the supplies and/or services covered by this Invitation For Bids ("IFB"). Unless DGS rejects all Bids, and except as otherwise provided by law, DGS will award a COSTARS contract by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders.

a. To be eligible for Contract award, a Bidder must be a manufacturer, wholesaler, dealer, distributor, or reseller of the offered supplies. A Bidder need not offer the full spectrum of supplies encompassed in this procurement, but DGS encourages the Bidder to offer the widest possible selection of supplies possible within the scope of this IFB.

b. If the Bidder is not a manufacturer, it must submit written proof from the manufacturer of the Bidder's authorization to sell the manufacturer's supplies and materials, as required by this Contract (the proof need not be specific to this procurement). If the manufacturer defines the area in which the Bidder is authorized to sell its products, the Bidder shall include the manufacturer's description of the Bidder's authorized sales territory. If the Bidder sells through a manufacturer's authorized distributor, DGS will accept the distributor's written authorization to the Bidder permitting the Bidder to sell the manufacturer's supplies and materials. The manufacturer's written authorization should state that the distributor has the authority to pass the manufacturer's sales authorization through to the reseller.

c. DGS will award COSTARS contracts by issuing a copy of the fully-executed and approved contract documents to all responsible and responsive Bidders. Because DGS will award a contract to every responsive and responsible Bidder, pricing is not a determinative factor for this procurement. However, the Bidder should understand that its pricing may be a key consideration in a Purchaser's selection of a Contractor.

Because DGS deems it to be in the best interest of the Purchasers to procure additional Contractors on a continuous basis, DGS will accept bid proposals in response to this procurement on any given Commonwealth business day.

4. Contract Deliverables. Unless otherwise specified in these Specifications, all supplies offered by Bidders must be new or remanufactured. A "new" supply is one for which the Purchaser will be the first user after the supply is manufactured or produced. A "remanufactured" supply is one that:

- has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the supply;
- does not, in DGS's sole discretion, differ in appearance from a new supply; and
- has the same warranty as a new supply.

Unless otherwise specified in these Specifications, a Bidder may propose only new and remanufactured supplies in its bid submission. This clause shall not be construed to prohibit Bidders from offering supplies with recycled content, provided the supply itself is new or remanufactured.

5. Estimated Quantities. As there are multiple awards and no requirement for Purchasers to buy from any particular awarded supplier, there is no reliable method to predict with any level of certainty any expected Contract volume.

6. Contract Period. DGS will establish the Contract effective date as specified in Subsection 3.a. of the Standard Terms and Conditions. The Contract will renew automatically in accordance with Subsection 3.c. of the Standard Terms and Conditions, unless it is terminated in accordance with Section 23 of the Terms and Conditions, as supplemented by this section.

7. Service Area. The bidder may offer to supply and deliver Passenger Vehicles:

- Statewide, or
- To any one county specifically identified in the Bidder's bid submission, or
- To any number of counties specifically identified in the Bidder's bid submission.

8. Pricing.

a. The Bidder shall specifically identify pricing in the Bidder's bid submission by stating:

- Percent discount(s) to be deducted from the identified catalog or manufacturer/distributor's most recently published price list, or
- Stating "mark-up" as a percentage above the manufacturer/distributor's specified cost, or
- Providing a customized price list of supplies and/or services that the Bidder is offering, stating the net price and, if applicable, minimum order requirements for each supply and/or service. The IFB does not contain a specific list of supplies and/or services. The Bidder is free to offer any type or number of supplies and/or services, from any number of manufacturers, in its bid, so long as the supplies and/or services are within the scope of the Contract. Bidders may bid product lines from any number of manufacturers who have authorized the bidders to sell their products.

b. The Bidder must identify the catalog, manufacturer/distributor's price list, manufacturer/distributor's specified cost sheet, or customized list, specifying the catalog, list, or cost sheet name, identification number, if applicable, and effective date. DGS may reject any bid omitting this information from the bid submission. The Bidder must submit a complete catalog, manufacturer/distributor's price list, or manufacturer/distributor's cost sheet within three (3) days of any DGS request. If the Bidder is offering a customized list of items, the Bidder shall attach and submit the customized list including net prices with its bid submission.

c. The Bidder may offer any type of discount, mark-up, or other pricing structure, such as multiple discounts for different lines of products, or different price lists, or different classes of Purchasers, or different prices for different quantities of supplies.

i. The Bidder should offer its pricing based upon either quantity or the same "best" price regardless of order quantity.

ii. The Bidder may offer different discounts, mark-ups, customized lists, or prices for different classes of Purchasers (e.g., educational; health; fire, rescue, or ambulance company; etc.).

iii. After Contract award, a Contractor may offer, either on its own initiative or at a Purchaser's request, additional discounts, reduced mark-ups, customized lists, or discounted prices for any purchase within the scope of the Contract, even if such discounts, mark-ups, or discounted prices were not included in the bid prices.

iv. Upon request by the Member or DGS, the Contractor must provide an itemized cost breakdown of the supplies and/or service(s) showing Supplier's Cost or List Price and the discount or markup to make certain that the established COSTARS pricing structure is being followed.

d. Except in the event of increased discounts or reduced mark-ups as permitted under Paragraph 8.c.iii., the bidder's percent discount(s) or mark-ups from the bid documents shall remain firm for the entire contract period, including any renewal periods. Any additions to manufacturer lines shall be in accordance with Paragraph 3.b. of these Specifications pertaining to manufacturer's authorization and subject to DGS' written approval. In no event shall the Contractor increase prices for a particular purchase order following receipt of the order from the Purchaser, nor shall the Contractor be permitted to increase prices retroactively, for any reason.

e. The Contractor may supplement its bid submission at any time to provide pricing for additional Contract supplies and/or services within the scope of the Contract that become available after submission of the Contractor's bid or to remove supplies or services it no longer wishes to offer. Any additions to manufacturer lines shall be in accordance with Paragraph 3.b. of these Specifications pertaining to manufacturer's authorization and subject to DGS' written approval.

9. Warranties. In addition to the requirements of the Warranty section (Section 12) of the Terms and Conditions, the Contractor warrants that it has the capability, either directly or through the manufacturer or a manufacturer's representative, to perform warranty service for the warranty period.

10. Ancillary Services. A Contractor may choose to offer ancillary services in conjunction with the products it provides to the Purchaser. However, any ancillary services offered must be: (1) expressly authorized in the original IFB/Contract. (2) directly related to the delivery, installation or normal use of the product or component parts purchased. (3) limited to the actual product or component parts purchased, and (4) initiated/ordered at the time of product purchase. Stand-alone services and services for products not purchased from this supply Contract, including existing equipment for which component parts from this contract are purchased, are not within the scope of this supply Contract. The Department of General Services reserves the right to determine which ancillary services shall be included in any contract.

Ancillary services authorized in the IFB for this Contract may include, but are not limited to, the following:

- Customization – any modification to a Contract item to meet Purchaser-specific requirements. In a situation where the procurement involves custom design and build of an item and the Purchaser determines that on-site inspection of the item is necessary during item design and build, the costs associated with such inspection/monitoring trips to the Contractor's location shall be at the direct expense of the Purchaser and shall not be included in the price of the Contractor's item or paid for by the Contractor in any manner.
- Special Delivery Arrangements – these may include, without limitation, fuel surcharges, added charges for multiple delivery locations, or staged deliveries (multiple dates). Such terms shall not alter the requirements of Subsection 9.c. of the Terms and Conditions, requiring in pertinent part that the pricing include standard FOB destination delivery.
- Training
- Special Lettering
- Extended Warranty
- Preventive Maintenance
- Hand Controls/Redundant Controls
- Installation Service

11. License Required. It is unlawful for any individual, corporation, partnership, association or other entity foreign or domestic to engage in the business of salesperson, broker, dealer, manufacturer, factory branch, distributor, distributor branch, factory or distributor representative or wholesaler within the Commonwealth unless he has secured a license as required by Act No. 84 of 1983, known as the Board of Vehicles Act. Before a contract is awarded to any Contractor, he must hold or secure an appropriate license issued by the State Board of Vehicle Manufacturers, Dealers and Salespersons. Information and/or an application in regard to the license requirement can be obtained from:

Department of State
Bureau of Professional and Occupational Affairs
State Board of Motor Vehicle Manufacturers, Dealers and Salesmen
P. O. Box 2649
Harrisburg, PA 17105-2649

12. Trade-Ins. If a Contractor wishes to accept used Vehicles in trade for Vehicles purchased under the Contract, the Contractor should submit a formal trade-in schedule or a statement of trade-in policy with its bid package as part of the options offered in the Bid Item Workbook. If a Contractor wishes to accept a used Vehicle that a Purchaser may wish to offer in trade as a credit toward the purchase price, the Contractor shall handle the Vehicle offered in trade in accordance with its established value in effect at the time of the purchase. Purchasers offer any trade-in vehicle "as is" with no warranty as to its condition either expressed or to be inferred. The Contractor should pick up the Vehicle for trade-in at the address specified by the Purchaser in the purchase order or any other address the Purchaser may specify in writing. The Contractor shall move the trade-in Vehicle at its own expense.

13. Delivery. All items ordered from this Contract shall be delivered F.O.B. Destination no later than 365 calendar days after receipt of any order, unless the Contractor and the Purchaser shall otherwise agree to in writing.

14. Manuals. For each item ordered, the Contractor shall supply the Purchaser with at least one copy of applicable manufacturer's manual(s), warranty document(s), and vehicle maintenance instructions at delivery.

15. Passage of Title. Notwithstanding the provisions in the Inspection and Rejection section (Section 20) of the Terms and Conditions, title to any Vehicle will pass to the Purchaser only on inspection and acceptance of the Vehicle. All risk of loss will remain with the Contractor until title to the Vehicle passes to the Purchaser.

16. Travel Reimbursement. The Contractor may bill for reasonable travel expenses for mileage, subsistence and lodging at the government rate in accordance with Commonwealth Management Directive 230.10 or the Purchaser's applicable travel policy.

17. Vehicle Titling, Registration and State Inspection. Each Vehicle shall have a valid Pennsylvania state inspection sticker and, if required, a valid Pennsylvania emissions inspection sticker upon delivery, as well as any information required to establish Vehicle title and registration. The title information shall conform to any financing arrangements between the Contractor and the Purchaser.

18. Product Recall. The Contractor shall provide recall notification, regardless of level, to the Purchaser through the most expedient method possible. The notice, at a minimum, shall include:

- complete product description and/or identification
- contract product delivered date
- purchase order number
- reason for recall
- instructions to acquire service and/or repair of product

19. Preventive Maintenance. The Purchaser shall be responsible to conduct routine preventive maintenance on the Vehicle in accordance with maintenance instructions and manuals the Contractor has provided with the Vehicle.

20. Motor Vehicles to be manufactured in North America (Oct 2006). All motor vehicles furnished by the Contractor pursuant to the Contract must be manufactured in North America. North America is defined as the United States, Canada, and Mexico. A motor vehicle is manufactured in North America if a substantial majority of the principal components are assembled into the final products in an assembly plant in North America. The Contractor shall be prepared to prove that the motor vehicles that will be, or have been, furnished to the Commonwealth will be or are, in fact, manufactured in North America in accordance with Sections 3731-3736 of the Commonwealth Procurement Code (62 Pa. C.S. Sections 3731-3736), known as the Motor Vehicle Procurement Act. No payment shall be made to the Contractor unless the Commonwealth is satisfied that the Contractor has complied with these provisions and the Motor Vehicle Procurement Act. Any payments made to the Contractor, which should not have been made, shall be recoverable directly from the Contractor. In addition to the withholding of payments, any person who willfully violates any of the provisions of the Motor Vehicle Procurement Act may be prohibited by any public agency from participation in Contracts awarded by the public agency for a period of five years from the date of determination that a violation has occurred.

21. Manufacturer's Price Reduction (Oct 2006). If, prior to the delivery of the awarded item(s) by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Purchaser by the Contractor.

22. Leasing and Installment Purchases. Suppliers may offer leasing or installment purchases under this contract. The length of the lease or installment purchase may be twelve (12), twenty-four (24), thirty-six (36), forty-eight (48) or sixty (60) months. COSTARS members are encouraged to negotiate the price of the vehicle, in accordance with the pricing submitted by the supplier. Only after pricing has been

negotiated should leasing or an installment purchase be considered as both options will increase the price of the item. When requesting lease or installment purchase pricing, suppliers may provide commercially reasonable terms and conditions pertaining solely to the lease or installment purchase. COSTARS

members review and negotiate the lease terms and conditions, lease annual percentage rate, residual and after lease provisions in accordance with good business practice. All lease or installment purchase terms shall be subject to the standard approval processes established for the COSTARS member, either by policy or statute, and shall become part of the purchase order.

23. Demonstrator Units. Demonstrator units may be purchased under this contract if they meet the following criteria:

- New and untitled
- Price reduction over contract pricing
- Minimal hours/miles on the unit
- Full warranty coverage starting with Purchaser's acceptance of the unit

24. Rejection of Bids. DGS reserves the right to reject any and all Bids, to waive technical defects or any informality in Bids, and to accept or reject any part of any Bid in the best interests of the Commonwealth, as determined in DGS's sole discretion. An unsigned Bid is not a waivable technical defect or informality.

25. Bid Protest Procedure. DGS's bid protest procedures are set forth on the DGS website at www.dgs.state.pa.us, and DGS will disregard any protest that is not filed in compliance with these procedures. The Bidder acknowledges that a Contractor may not file any protest, claim, or other action against DGS or the Commonwealth when such action is based upon a PO, and that it shall file any such action directly with the Purchaser.

COSTARS CONTRACT GENERAL INSTRUCTIONS

1. BID SUBMISSION:

The Department of General Services (DGS) requests bids for the supplies and/or services described in the Invitation for Bids. These General Instructions, the Terms and Conditions, the Specifications, and all the documents referenced on these forms will be referred to collectively as the IFB, and the COSTARS Contract that may be awarded as a result of this IFB will be referred to as the "Contract" in this document.

a. The Bidder must complete the electronic bid submission with the information relevant to the bid, including but not limited to the Bidder's name and address; tax identification number (FEIN) or social security number; SAP Vendor Number; contact person name, telephone and fax numbers, and e-mail and web addresses; prompt payment discount (if any); and number of days required for delivery following receipt of any purchase order ("PO") issued under the Contract if the number of days for delivery will exceed 30 calendar days.

b. The individual(s) submitting the Bid must be authorized to bind the Bidder to provide the supplies and/or services at the price(s) and in accordance with the terms and conditions set forth in the Bidder's Bid and in the IFB.

c. Bids must be firm, with no qualifications. If a Bid is submitted with conditions or exceptions or not in conformance with the terms and conditions referenced in the IFB, DGS will reject the Bid. If the supplies and/or services the Bidder offers are not in conformance with the Contract specifications, as determined in the DGS's sole discretion, DGS will reject the Bid.

2. BIDDER'S REPRESENTATION AND AUTHORIZATION:

a. Each Bidder, by making its Bid, understands, represents, and acknowledges all of the following terms:

1. The Bidder has read and understands the terms and conditions of the IFB and makes its Bid in accordance with those terms and conditions.

2. The supplies and/or services offered in the Bid will conform to the specifications in the IFB, without exceptions or qualifications.

3. The Bidder has determined its Bid prices and amounts independently, without consultation, communication, or agreement with any other contractor, bidder, or potential bidder, excepting contacts with potential subcontractors or suppliers for this Contract.

4. The Bidder has not disclosed the Bid prices or amounts to any other firm or person who is a bidder or potential bidder, nor will the Bidder disclose the Bid prices or amount to such persons before Bid Opening Time.

5. The Bidder has not attempted, and agrees it will not attempt, to induce any firm or person to refrain from bidding on the Contract, to submit a bid higher than the Bidder's price(s) or amount, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

6. The Bidder submits its Bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

7. To the best of the knowledge of the person submitting the Bid for the Bidder, the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as disclosed by the Bidder in its Bid.

8. Neither the Bidder, nor any of its subcontractors or suppliers included in this Bid, is under suspension or debarment by the Commonwealth, or any governmental entity, instrumentality, or authority, and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why it cannot make such certification.

9. To the best of the knowledge of the person submitting the Bid for the Bidder, except as the Bidder has otherwise disclosed in its Bid, the Bidder has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Bidder that is owed to the Commonwealth.

10. All of the Bidder's information and representations in the Bid are material and important and will be relied upon by the Commonwealth in awarding the Contract and by any Purchaser issuing a PO under the Contract. DGS will treat, and any Purchaser may treat, any Bidder misstatement as fraudulent concealment of the true facts relating to the Bid submission, as a punishable offense under Section 4904 of the Pennsylvania Crimes Code, Title 18 of the Pennsylvania Consolidated Statutes.

11. The Offeror is not currently engaged, and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction which the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

b. Each Bidder, by making its Bid, authorizes all Commonwealth agencies to release to DGS information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

c. If DGS awards a Contract to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract, which is formed between DGS and the Bidder, and to any PO from a Purchaser under the Contract.

3. MODIFICATION OR WITHDRAWAL OF BID:

A Bidder may withdraw or modify its Bid only in accordance with the following requirements:

a. A Bidder may modify its Bid prior to the Bid Opening Time by written notice to the Commodity Specialist assigned to the contract IFB. The Bidder must sign the notice in ink, including evidence of authorization for the individual signing to modify the Bid on the Bidder's behalf. DGS will reject any Bid modification received after the Bid Opening Time.

b. A Bidder may withdraw its bid prior to the exact Bid Opening Time by written notice to the Commodity Specialist assigned to the contract IFB. The Bidder must sign the notice in ink, including evidence of authorization for the individual signing to withdraw the bid on the Bidder's behalf. Except as provided in Subsection 3.c. of these General Instructions, DGS will reject any Bid withdrawal received after the Bid Opening Time.

c. A Bidder is permitted to withdraw a Bid after the Bid Opening Time only under the following conditions:

1. The Bidder submits a written request for withdrawal.

2. The Bidder presents credible evidence in its written request that the reason for a lower Bid price was a clerical or mathematical mistake as opposed to a mistake in judgment and was due to an unintentional arithmetical error/omission of a substantial quantity of work, labor, material, or services in the direct computation of the Bid amount.

3. The Bidder's request for relief with supporting documentation of the error must reach the Issuing Office within three business days after the Bid opening, and before the Contract award.

4. The Bid withdrawal cannot result in the award of the Contract on another Bid of the same Bidder, its partner, or a corporation or business venture owned by or in which the Bidder has a substantial interest.

5. The Bidder cannot supply any material or labor or perform any subcontract or other work agreement for the awarded contractor, without the written approval of the Issuing Office.

d. After the receipt of Bids, the Issuing Office shall have the right to contact any Bidder to:

1. clarify the Bid to confirm the Issuing Office's understanding of statements or information in the Bid, or

2. obtain additional information on the supplies and/or services offered, provided the IFB does not require the rejection of the Bid for failure to include such information.

4. ADMINISTRATIVE FEES:

DGS will award COSTARS Contracts to Bidders for the sole benefit of the third party Purchasers. Contractors are required to pay the appropriate Administrative Fee in each contract period, including a nonexclusive license to use the COSTARS Brand as more fully described in Section 34 of the Terms and Conditions, and according to the following criteria:

Bidder Classification	Required Administrative Fee
Department of General Services Verified Small Diverse Business	\$166
Department of General Services Verified Veteran-owned Business	\$166
Department of General Services Self-Certified Small Business	\$500
All Other Bidders	\$1,500

a. The Bidder must pay the appropriate fee upon request to receive a Contract award. DGS may reject as nonresponsive any Bid where the fee is not submitted within 15 calendar days of request. For any Bidder whose Bid is rejected for other reasons, where the Bidder has paid the fee, DGS will refund the payment.

b. Unless terminated in accordance with the provisions of Subsection 3.c. of the Terms and Conditions, the Contract will renew automatically on the anniversary of the Effective Date, (1) provided that the Contractor has submitted payment for the renewal fee payable to "Commonwealth of PA" for the appropriate amount prior to the renewal date; (2) either party provides the other party with written notice that it does not intend to renew; or (3) the Contract was earlier terminated in accordance with the provisions of Section 23 of the Terms and Conditions.

5. QUESTIONS:

Interested parties shall direct any questions concerning Contract conditions and specifications to the attention of the DGS Commodity Specialist identified in the IFB. DGS will accept written questions and comments concerning this procurement via email to the Commodity Specialist assigned to the contract IFB. DGS posts the written questions and official answers on its website to give all prospective bidders equal

access to the information. DGS will post all questions and official answers as addenda to the bid documents on the DGS website in the order that questions are received.

COSTARS CONTRACT TERMS AND CONDITIONS

1. PURPOSE OF CONTRACT

The Department of General Services ("DGS") is establishing this COSTARS Contract ("Contract") for the exclusive use of local public procurement units and state affiliated entities in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902.

2. PURCHASERS UNDER THE CONTRACT

a. The Contractor understands that it will not be providing any supplies and/or services directly to DGS or any other Commonwealth agency under the Contract. DGS is acting as a facilitator for local public procurement units and state-affiliated entities (together, "Purchasers") who may wish to purchase supplies and/or services under the Contract. A "local public procurement unit" is:

- Any political subdivision (local government unit), such as a municipality, school district or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity that spends public funds for the procurement of supplies, services, and construction (such as council of governments or an area government, or an organization that receives public grant funds).

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Educational Facilities Authority; and
- The State System of Higher Education.

b. DGS requires Purchasers to register as COSTARS Members, and only those entities registered with DGS may purchase from the Contract. Therefore, the Contractor agrees to make Contract sales **only** to DGS-registered COSTARS members. Currently, there are several thousand potential Purchasers registered with DGS. A list of the registered entities, updated frequently, is available on the DGS COSTARS website at www.dgs.pa.gov/COSTARS.

Should the Contractor become aware of, or be contacted by, any potential Purchaser not currently registered as a COSTARS Member, where the potential -Purchaser believes it may qualify for, and wishes to participate in, the COSTARS Program, the Contractor may refer the potential Purchaser to www.dgs.pa.gov/COSTARS to complete the DGS COSTARS Member online application.

c. Purchasers have the option to purchase from a Contract awarded under this Invitation For Bids (IFB), from a DGS Statewide contract with awarded contractor(s) for Commonwealth agencies' use (where the Statewide contract permits Purchasers to make use of that contract), from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements.

d. Purchasers who participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

3. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined in this Section 3) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

a. The Effective Date shall be the date the contract is fully executed and all approvals have been obtained as required by Commonwealth contracting procedures. The Contract shall not be legally binding until after DGS sends the fully-executed Contract to the Contractor.

b. The Contractor shall not start performance under this Contract, nor shall the Contractor represent to any prospective Purchaser that the Contractor is authorized to provide supplies and/or services under this Contract, until the Effective Date has arrived and the Contractor has received a copy of the fully-executed Contract from DGS. The Contractor understands and accepts that a Purchaser has no obligation to pay the Contractor for any supply and/or service furnished, work performed, or expenses incurred under this Contract at any time, and that only a PO from a Purchaser shall trigger any delivery under this Contract.

c. The Contract will renew automatically on the anniversary of the Effective Date unless:

i. The Contractor has failed to submit payment for the appropriate amount prior to the anniversary date for payment of the contract renewal fee according to Contractor classification.

ii. Either party provides the other party with written notice that it does not intend to renew; or

iii. The contract was earlier terminated in accordance with the provisions of Section 24 of the Standard Terms and Conditions.

4. PURCHASE ORDERS

Purchasers may issue POs against the Contract either directly using the Contractor's dedicated website ("online orders") or any other means the Contractor may provide. Each PO will incorporate the Contract terms and conditions. The Contractor may provide a form PO for Purchaser use, or the Purchaser may use its own PO form. The Contractor shall verify the Purchaser's membership via the "List of COSTARS Members" on the COSTARS website at www.dgs.pa.gov/COSTARS.

Any PO delivered or transmitted to the Contractor after 4:00 p.m. may be considered as received the following business day.

For electronically-issued POs, the following terms apply:

a. Upon receipt of a PO, the Contractor shall promptly deliver or transmit an acknowledgement of the PO to the Purchaser. Both the Contractor's obligation to deliver, and the Purchaser's obligation to receive and pay for, delivered supplies and/or services, shall attach only when the Purchaser has received the Contractor's acknowledgement of the PO.

b. The parties agree that no writing other than the PO and Contractor's acknowledgement shall be required to make the PO legally binding, notwithstanding contrary requirements in any law. The parties agree not to contest the validity or enforceability of an electronic PO or acknowledgement under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements are required to be in writing signed by the parties. A printed record of any electronic PO or acknowledgement will be admissible as evidence in any judicial, arbitration, mediation, or administrative proceedings to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of POs or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the PO or acknowledgement were not in writing or signed by the parties. A PO or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated in these Terms and Conditions for such documents.

c. Each party shall take immediate steps to verify any document that appears to be garbled in transmission or improperly formatted, including retransmission of any such document.

5. INDEPENDENT CONTRACTOR

In performing the required Contract obligations, the Contractor agrees that it will act as an independent contractor and not as an employee or agent of the Commonwealth, DGS, or any Purchaser.

6. THIRD PARTY BENEFICIARIES

The Contractor understands and acknowledges that there is no guarantee that any prospective Purchaser will place a PO under this Contract, and that it is within the sole discretion of the Purchaser whether to procure from the Contract or to use another procurement vehicle.

a. The selection of a particular contractor to provide a Contract supply and/or service to a particular Purchaser will be based upon best value or return on investment, within the sole discretion of the Purchaser. The Contractor shall have no right to protest Purchaser's selection of another contractor under this procurement or any other contract.

b. The Contractor agrees that any dispute concerning a particular PO shall be resolved between the Contractor and the Purchaser, without DGS participation.

7. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of this Contract.

8. ENVIRONMENTAL PROVISIONS

In the performance of this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

9. PRICING, COMPENSATION, AND INVOICES

The Contractor shall furnish the awarded supplies and/or services to Purchasers issuing POs under this Contract at the price(s) quoted in the Contractor's bid for the term and any and all renewals of this Contract, as further specified in this Section.

a. The Contractor may offer voluntary price reductions and provide Contract supplies and/or services at prices lower than the Contractor's Contract prices for the supplies and/or services. In the event the quoted price reduction is significantly lower than standard, market pricing and is clearly a clerical or mathematical mistake due to an unintentional arithmetical error/omission of substantial supplies and/or services in the direct computation of the quoted amount, the Contractor is not bound to provide the supply and/or service at the quoted price. However, the Contractor must present the Purchaser with written, credible evidence justifying the reason the price was quoted in error and including the corrected pricing. In no event will the corrected pricing exceed the Contractor's Contract prices for the supplies and/or services.

b. Because some smaller Purchasers may not have readily available internet access, awarded Suppliers will also be required to provide hard copies of pricing information by fax or mail to any Purchaser requesting such information within five (5) working days after receipt of the Purchaser's request.

c. The pricing for each Contract supply shall include the cost of delivery to any destination within the Commonwealth of Pennsylvania as may be further limited by the Specifications, and there shall be no minimum order for shipments qualifying for F.O.B. delivered prices. The Contractor shall be compensated only for supplies and/or services delivered to and accepted by the Purchaser, subject to the termination provisions contained within these Terms and Conditions.

d. The Contractor's price shall include the warranty specified in Section 12 below.

After delivering the Contract supplies and/or services to the Purchaser, the Contractor shall promptly send an invoice, including the PO number and itemized by line item, to the Purchaser's address specified in the PO. The invoice should include only those amounts due under the PO for supplies and/or services timely and satisfactorily delivered to the Purchaser.

10. PAYMENT

Purchasers electing to participate in the Contract will order supplies and/or services directly from the Contractor and be responsible for payment directly to the Contractor. DGS shall require the Purchaser to

put forth reasonable efforts to make payment by the Required Payment Date, defined as (a) the date on which payment is due under the PO terms, (b) 30 days after a Purchaser receives a completed invoice for supplies and/or services the Purchaser has accepted at its "Bill To" address on the PO if no payment date is specified in the PO, or (c) any later payment date specified on the invoice.

a. The Purchaser may delay payment if the invoice amount is greater than the Contract price(s).

b. The Contractor shall not construe any payment as the Purchaser's acceptance of any Contract supplies and/or services.

c. DGS, on behalf of the Purchasers, reserves the right for any Purchaser to conduct testing and inspection after payment within a reasonable time after delivery, and for that Purchaser to reject any or all Contract supplies and/or services if such post payment testing or inspection discloses any defect or failure to meet Contract specifications.

d. The Contractor shall specify in the Bid Item Workbook whether it will accept any Purchaser credit card(s) as a method of payment and if so, the particular type(s) of credit card(s) accepted.

11. TAXES

Certain Purchasers may be exempt from excise taxes imposed by the Internal Revenue Service, Pennsylvania state sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental taxes. A Purchaser may be registered with the Internal Revenue Service to make tax-free purchases. DGS will require each Purchaser claiming any tax exemption to complete the appropriate areas on the PO form to notify the Contractor of the applicable tax exemptions. The Pennsylvania Department of Revenue's regulations provide that exemption certificates are not required for sales made to governmental entities and no such certificates are issued.

12. WARRANTY

The Contractor warrants that all Contract item(s) it may furnish, either itself or through its agents and subcontractors, shall be free and clear of any defects in workmanship or materials.

a. The Contractor shall pass through to the Purchaser the manufacturer's warranty for all Contract supplies. The Contractor shall correct any problem with the Contract supply (or supplies) and/or replace any defective part with a part of equivalent or superior quality, without additional cost to the Purchaser.

b. The Contractor warrants that all supplies to be provided under the Contract meet the requirements of Section 4 of the Specifications ("Contract Deliverables").

c. The warranty period for a supply shall commence upon delivery of the supply to the Purchaser at the Purchaser's specified address.

13. DELIVERY

The Contractor shall deliver all item(s) F.O.B. Destination to the address specified on the PO.

a. The Contractor shall deliver all supplies and/or services ordered from this Contract within time period specified in the Contract, and, if no time period is specified, within a reasonable time, not to exceed 30 calendar days after receipt of any order, unless the Contractor and the Purchaser shall otherwise agree in writing. Time is of the essence in the performance of this Contract and, in addition to any other remedies, the Purchaser may terminate any PO for failure to make delivery as specified in this Contract and the PO.

b. The Contractor agrees to bear the risk of loss, injury, or destruction of the supply (or supplies) ordered prior to the Purchaser's receipt of the supply (or supplies). The Contractor also agrees that such loss, injury, or destruction shall not release the Contractor from any of its contractual obligations to the Purchaser or DGS.

14. SALES REPORTS

The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity in the format prescribed by DGS. The

Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding calendar quarter.

a. The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous>, Enterprise Applications.

b. For each PO received, the Contractor shall include on the electronic report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the product category, sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

c. Failure to provide the quarterly sales report in the specified time and format constitutes a default under Section 21 of these Terms and Conditions and may result in termination of the contract.

15. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of or has entered into a suitable legal agreement concerning either: a) the design of any item(s) or process covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided or used in the performance of this Contract or any PO issued under this Contract. The Contractor shall defend any suit or proceeding brought against DGS or any Purchaser on account of any alleged patent, copyright, or trademark infringement in the United States of the item(s) provided or used in the performance of this Contract or any PO, upon condition that DGS or the Purchaser shall provide prompt notification to the Contractor in writing of such suit or proceeding; full right, authorization, and opportunity to conduct the defense; and all reasonable information and cooperation required for the defense. As principles of governmental or public law may be involved, DGS or any Purchaser may participate in or choose to conduct, in its sole discretion, the defense of any such action. If DGS or any Purchaser furnishes information and assistance at the Contractor's written request, it shall be furnished at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold DGS and any Purchaser harmless from all damages, costs, and expenses, including attorney's fees that the Contractor, DGS, or the Purchaser may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any item(s) provided or used in the performance of the Contract or any PO. If any of the item(s) provided by the Contractor are held in such suit or proceeding to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement item(s), replace them with non-infringing equal performance item(s), or modify them so that they are no longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which is obtained contemporaneously with the infringing item(s), or, at the option of the Purchaser, only those items of equipment or software which are held to be infringing, and to pay the Purchaser 1) any amounts the Purchaser paid towards the item(s) of the product, less straight line depreciation; 2) any license fee the Purchaser paid for the use of any software, less a reasonable amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance the Purchaser paid to the Contractor. The Contractor's obligations under this Section continue without time limit. No costs or expenses shall be incurred for the Contractor's account without its written consent.

16. OWNERSHIP RIGHTS

Each Purchaser issuing a PO under this Contract shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Purchaser as part of the performance of the PO.

17. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and DGS recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Purchaser under each Contract PO. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to each Purchaser issuing a Contract PO all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the supplies and services which are the subject of the Contract PO.

18. HOLD HARMLESS PROVISION

The Contractor shall hold the Commonwealth and each Purchaser harmless from, and indemnify them against, any and all claims, demands, and actions based upon or arising out of any activities the Contractor and its employees and agents may perform under this Contract and any PO. At the request of DGS or any Purchaser, the Contractor shall defend any and all actions brought against DGS or any Purchaser based upon any such claims or demands. The Contractor shall hold the Commonwealth and DGS harmless from any liability whatsoever arising out of the specifics of a Purchaser-issued PO under this Contract.

19. AUDIT PROVISIONS

DGS and its designees, including without limitation any Purchaser issuing a PO under this Contract, shall have the right, at reasonable times and at a site DGS may designate, to audit the Contractor's books, documents, and records to the extent that such books, documents, and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records that will support its prices charged and costs incurred for the Contract.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to DGS, Purchasers who have issued Contract POs, and/or their authorized representatives.

20. INSPECTION AND REJECTION

No supply (or supplies) received by any Purchaser issuing a Contract PO shall be deemed accepted until the Purchaser has had a reasonable opportunity to inspect the supply (or supplies). The Purchaser may reject any supply (or supplies) discovered to be defective or failing to conform to the Contract specifications upon initial inspection or at any later time if the defects contained in the supply (or supplies) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The Contractor shall have the duty to remove rejected supply (or supplies) from the Purchaser's premises without expense to the Purchaser within fifteen (15) days after notification. Rejected supply (or supplies) left longer than fifteen (15) days will be regarded as abandoned, and the Purchaser shall have the right to dispose of the supply (or supplies) as its own property and shall retain that portion of the proceeds of any sale that represents the Purchaser's costs and expenses for the storage and sale of the supply (or supplies). Upon notice of rejection, the Contractor shall immediately replace all such rejected supply (or supplies) with other non-defective supplies conforming to the specifications. If the Contractor fails, neglects, or refuses to do so, the Purchaser shall then have the right to procure a corresponding quantity of such supply (or supplies), and deduct from any monies then or later due to the Contractor, the difference between the price stated in the Contract and the actual cost of the supply (or supplies) to the Purchaser.

21. DEFAULT

a. DGS or any Purchaser may, subject to the provisions of Section 22 of this Contract ("Force Majeure"), and in addition to its other rights under this Contract, declare the Contractor in default under the Contract as to DGS, or under any PO issued under the Contract as to the issuing Purchaser, by written notice to the Contractor. DGS may terminate (as provided in Section 23 of this Contract, "Termination Provisions") the whole or any part of this Contract, or in the case of any Purchaser, terminate a PO issued under this Contract, for any of the following reasons:

- i. Failure to deliver the awarded supplies and/or services within the time specified in the Contract or PO or as otherwise specified;
- ii. Improper delivery;
- iii. Failure to provide supplies and/or services conforming with the specifications referenced in the Invitation For Bids;
- iv. Delivery of a defective supply;
- v. Failure or refusal to remove and replace any supply (or supplies) rejected as defective or nonconforming within fifteen (15) days after notification;
- vi. Insolvency or bankruptcy;
- vii. Assignment made for the benefit of creditors;

- viii. Failure to protect, to repair, or to make good any damage or injury to property; or
- ix. Breach of any provision of this Contract or any PO.

When possible, prior to a termination for default, the Purchaser should provide notice of the default to the Contractor and allow for an opportunity to cure. Such cure period should be not less than 10 days but can be as long as the Purchaser deems reasonable and appropriate.

b. In the event that any Purchaser terminates a PO as provided in Subsection a. of this Section 21, any Purchaser may procure, upon such terms and in such manner as it determines, on supply (or supplies) similar or identical to those in any PO so terminated, and the Contractor shall be liable to Purchaser for any reasonable excess costs for such similar or identical supply (or supplies) included within the terminated part of the Contract.

c. If the Contract is terminated in whole or in part as provided in Subsection a. above, a Purchaser, in addition to any other rights provided in this Section 21, may require the Contractor to transfer title and deliver immediately to the Purchaser in the manner and to the extent directed by the Purchaser, such partially manufactured or delivered supply (or supplies) as the Contractor has specifically produced or specifically acquired for the performance of such part of the PO as has been terminated. Except as provided below, payment for any partially manufactured or delivered supply (or supplies) accepted by the Purchaser shall be in an amount agreed upon by the Contractor and the Purchaser. The Purchaser may withhold from amounts otherwise due the Contractor for such partially manufactured or delivered supply (or supplies), such sum as the Purchaser determines to be necessary to protect the Purchaser against loss.

d. The rights and remedies of DGS and the Purchaser provided in this Section 21 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. Failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by DGS or the Purchaser of any rights and remedies in regard to the event of default or any succeeding event of default.

f. In the event a Purchaser terminates a PO under this Contract, the Contractor's exclusive remedy shall be against the Purchaser and not against DGS. The Contractor shall seek remedies against any Purchaser under a PO under the laws of the Commonwealth of Pennsylvania as they relate to contract disputes against non-Commonwealth parties, unless the Purchaser is subject to the jurisdiction of the Board of Claims, in which event the Contractor's exclusive remedy shall be to seek damages against the Purchaser before the Board as provided in Title 63 Pa.C.S. Part II, Subchapter C.

22. FORCE MAJEURE

No Purchaser will incur any liability to the Contractor, and the Contractor shall not incur any liability to any Purchaser, if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without its fault or negligence. Causes beyond the control of the Contractor or Purchaser may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Purchaser and the DGS Commodity Specialist orally within five (5) days, and in writing within ten (10) days, of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Purchaser and the DGS Commodity Specialist may reasonably request. After receipt of such notification, the Purchaser and the DGS Commodity Specialist may individually elect either to cancel the Contract or PO, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Purchaser and DGS, by notice to the Contractor, may suspend all or a portion of the Contract or PO, as applicable.

23. TERMINATION PROVISIONS

DGS has the right to terminate this Contract, and any Purchaser shall have the right to terminate a PO issued under this Contract, upon written notice to the Contractor, for any of the following reasons:

a. DGS has the right to terminate this Contract, and any Purchaser shall have the right to terminate any PO issued under this Contract, for its convenience if DGS or the Purchaser, as applicable, determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event, shall the Contractor be entitled to recover loss of profits. Should DGS terminate the Contract, the Contractor is entitled to complete any PO initiated prior to the effective date of the termination of the Contract for which the Purchaser receives delivery of a satisfactory product, but in no event, shall the Contractor fill any POs received after the termination date of this Contract.

If a Purchaser terminates a PO issued under this Contract for convenience, the Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. DGS shall have the right to terminate this Contract, and any Purchaser shall be entitled to terminate any PO issued under this Contract, for Contractor default as defined in Section 21 of this Contract, or for any other cause specified in this Contract or by law upon written notice to the Contractor. If it is later determined that DGS or the Purchaser erred in terminating the Contract or PO for cause, then, at the discretion of DGS or the Purchaser, as applicable, the Contract shall be deemed to have been terminated for convenience under Subsection a. of this Section 23.

24. ASSIGNABILITY AND SUBCONTRACTING

a. Subject to the terms and conditions of this Section 24, the Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person without the Purchaser's prior written consent, which consent may be withheld at the Purchaser's sole and absolute discretion.

c. The Contractor may not assign, in whole or in part, this Contract or any rights, duties, obligations, or responsibilities under this Contract without DGS's prior written consent, which consent may be withheld at DGS's sole and absolute discretion.

d. Notwithstanding anything else in this Contract, the Contractor may, without DGS's consent, assign its rights to payment under this Contract or any PO issued under this Contract, provided that the Contractor provides written notice of such assignment to the DGS Commodity Specialist and the Purchaser together with a written acknowledgement from the assignee to DGS that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor, provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. DGS's consent to any assignment, other than an assignment of payment as specified in subsection d. of this Section 24, shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all Contract terms and conditions and to assume the Contract duties, obligations, and responsibilities being assigned.

g. Any Contractor change of name that does not change the Contractor's federal identification number shall not be considered an assignment of this Contract. The Contractor shall give the DGS Commodity Specialist and the Purchaser written notice of any such change of name.

25. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or

expression, or in violation of the [Pennsylvania Human Relations Act](#) (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the [Public Employee Relations Act](#), [Pennsylvania Labor Relations Act](#) or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

26. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this section:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

iii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

iv. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

v. "Financial Interest" means either:

1. Ownership of more than a five percent interest in any business; or
2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

vi. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code § [7.153\(b\)](#), shall apply.

vii. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

i. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

ii. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

iii. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

iv. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

v. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

vi. Contractor shall comply with the requirements of the [Lobbying Disclosure Act](#) (65 Pa. C.S. § 13A01, et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section [1641](#) of the [Pennsylvania Election Code](#) (25 P.S. § 3260a).

vii. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

viii. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

ix. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards

and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this subsection in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

x. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

27. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

28. AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection a above.

29. HAZARDOUS SUBSTANCES

The Contractor shall provide information to DGS and any Purchaser under this Contract about the identity and hazards of hazardous substances the Contractor may supply or use in the performance of this Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the "Worker and Community Right to Know Act" (the "Act") and the regulations promulgated at 4 Pa. Code Section 301.1 *et seq.*

a. Labeling. The Contractor shall insure that each individual product (as well as the carton, container, or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged, or marked with the information listed in Paragraphs (1) through (4):

1. Hazardous substances:

- A. The chemical name or common name,
- B. A hazard warning, and
- C. The manufacturer's name, address, and telephone number.

2. Hazardous mixtures:

- A. The common name or, if no common name exists, the trade name;
- B. The chemical or common name of special hazardous substances comprising .01% or more of the mixture;
- C. The chemical or common name of hazardous substances comprising 1.0% or more of the mixture;
- D. A hazard warning; and
- E. The manufacturer's name, address, and telephone number.

3. Single chemicals:

- A. The chemical or common name;
- B. A hazard warning, if appropriate; and
- C. The manufacturer's name, address, and telephone number.

4. Chemical Mixtures:

- A. The common name or, if no common name exists, the trade name;
- B. A hazard warning, if appropriate;
- C. The manufacturer's name, address, and telephone number; and
- D. The chemical or common name of either the top five substances by volume or those substances comprises 5.0% or more of the mixture.

A common or trade name may be used only if such a name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The Contractor shall give the hazard warning in conformity with one of the nationally recognized and accepted systems of providing such warnings, consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the hazardous substance or mixture present.

b. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required for each hazardous substance or hazardous mixture by the Act and regulations. The Contractor must provide an appropriate MSDS to the Purchaser with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Purchaser when a substance or mixture is subject to the provisions of the Act. The MSDS may be attached to the carton, container, or package to be delivered to the Purchaser at the time of shipment.

30. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract on any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies the Contractor may maintain for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate this Contract without liability.

31. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not

convenient or proper. The Contractor agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

32. INTEGRATION

All documents referenced in the Invitation for Bids, including these Terms and Conditions and the Contractor's bid submission, , constitute the entire agreement between the parties. No agent, representative, employee, or officer of DGS, any Purchaser, or the Contractor has authority to make, or has made, any oral or written statement, agreement, or representation which may in any way be deemed to modify, add to, detract from, or otherwise change or alter the terms and conditions of this Contract. No negotiations between the parties, nor any custom or usage, shall modify or contradict any of the terms and conditions of this Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties or by a DGS- issued addendum on the appropriate Commonwealth form. POs issued by Purchasers must comport with the Terms and Conditions of the Contract and shall not make any modifications to the Contract except as may be provided within the Contract itself.

33. CHANGES

DGS reserves the right to make changes at any time during the term of this Contract, including any renewals, to:

- a. add or delete supplies or services within the scope of the Contract;
- b. procure additional Contractors for the supplies and services;
- c. notify the Contractor that the Commonwealth is exercising Contract termination; or
- d. automatically incorporate by reference into this Contract any changes to the Commonwealth's Management Directives governing the required standard contract provisions set forth in Sections 25 through 28 of this Contract that may occur at any time during the term of this Contract, provided that the Commonwealth has notified the Contractor of such change.

DGS shall make changes permitted under this Section 33 by notifying the Contractor in writing. The change shall be effective as of the date of the notification of change, unless the change specifies a later effective date. The Contractor agrees to provide Contract supplies or services to all subsequent Purchasers in accordance with the change. If the Contractor does not wish to abide by the changed terms, it may opt out of the Contract on written notice to the Commonwealth, such option to be effective at the end of the then-current Contract quarter.

34. COSTARS BRAND

DGS has registered the COSTARS name and logo (together, the "COSTARS Brand") as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.

- a. The Contractor shall pay the appropriate Administrative Fee as more fully described in Section 4 of the General Instructions covering its participation in the program, including without limitation any use of the COSTARS Brand, for each Contract period. The Fee is payable upon Contract award and prior to the renewal date for each succeeding Contract year. Failure to pay the Fee shall result in termination of the Contract at the end of the then-current Contract period.
- b. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - i. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - ii. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - iii. The Contractor is permitted to use the COSTARS Brand in broadcast, or internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print

publications so long as the purpose is to identify the Contractor as a COSTARS Supplier, and only so long as the required Administrative Fee is kept current.

iv. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

v. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.

vi. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

35. RIGHT-TO-KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

i. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.



TOWN OF EASTON

P.O. Box 520
Easton Maryland 21601
www.eastonmd.gov

MEMORANDUM

TO: Mayor, Town Council and Town Attorney
FROM: Donald J Richardson, Town Manager
SUBJECT: Vehicle Purchase
DATE: April 30, 2024

Utilizing Howard County contract 4400004544 and the Costars contract 013-E23-302, the Town of Easton has received the attached quotes for the purchase of;

1 – 2024 Ford Police Interceptor from Apple Ford	\$44,225
4 – 2024 Ford Police Interceptor Utility	$\$45,800 \times 4 = \$183,200$
2 – 2022 Ford Police Interceptor Utility Hybrids	$\$40,000 \times 2 = \$80,000$
	\$307,425

In the Town Capital Budget for the Police Department, project ARP330 there is/was \$568,885 allocated for seven Police Department vehicles and vehicle equipment. The recommendation is for the approval of all seven vehicles, please let me know if you have any questions.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: May 1, 2024
TO: Don Richardson – Town Manager
cc: Mayor Megan Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Stream Restoration - Glenwood Avenue & W Glenwood Avenue Recommendation

The Town of Easton recently allocated a total of \$360,144 in ARPA funds for the Glenwood and West Glenwood Avenue Stream Restoration Design/Build Projects. Project# ARP015 \$198,880 is allocated to Glenwood Avenue and Project #ARP017 in the amount of \$161,264 is allocated to West Glenwood Avenue. We combined them into one (1) project with the expectation that we would receive better pricing if it is one (1) larger project.

In addition, ARPA funds were allocated for the Windmill Branch (Bridge Street) Stream Restoration Project #ARP014 in the amount of \$1,200,000. The construction for the project is complete and the total amount spent to date is \$1,025,499 with \$31,921 needed for post-construction survey and monitoring. This will result in \$142,580 remaining that we propose to reallocate to the Glenwood and W Glenwood Avenue Stream Restoration Project.

This results in a total amount of \$502,724.

We publicly advertised a Request for Proposals (RFP) and received five (5) sealed bids on March 21, 2024. The following is a summary of the bids received:

Consultant	Bid
Ecosystem Planning & Restoration	\$417,930.69
Aquatic Resource Restoration Company	\$423,000.00
Environmental Quality Resources	\$423,000.00
Stormwater Maintenance	\$483,482.22
Ecological Systems Analysis	\$565,316.76

We reviewed the proposals and believe the Ecosystem Planning & Restoration proposal provides the best design and value for the Town.

In conclusion, I recommend awarding the Design/Build Stream Restoration Project to Ecosystem Planning & Restoration in the amount of \$417,930.69.

END OF RECOMMENDATION

P.O. Box 520, Easton, Maryland 21601
410-820-8822
Engineering@EastonMD.gov - www.EastonMD.gov

Glenwood and West Glenwood Stream Restoration Design-Build

March 21, 2024



913 Ridgebrook Rd, Suite 302 | Sparks, MD 21152

JENNIFER RAUHOFFER, PE, President | (410) 785-0875 | JR@mdswm.com

FEE PROPOSAL AND OTHER REQUIRED FORMS

The Fee Proposal and all other required forms can be found on the following pages.

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**Made this 12th day of March, 2024,By Stormwater Maintenance, LLC d/b/a SMCBusiness Address 913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.) In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Stormwater Maintenance, LLC d/b/a SMC

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

Signed: 

Jennifer Rauhofer, PE | President

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>2/29/2024</u>	<u>12</u>
<u>2</u>	<u>3/8/2024</u>	<u>2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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 by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$59,936.78
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$29,927.28
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$138,040.30
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$5,100.00
5	Year 1 Monitoring	\$2,075.00
6	Year 2 Monitoring	\$2,200.00
7	Year 3 Monitoring	\$2,335.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		\$239,614.36
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$59,936.78
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$29,927.28
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$142,293.80
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$5,100.00
12	Year 1 Monitoring	\$2,075.00
13	Year 2 Monitoring	\$2,200.00
14	Year 3 Monitoring	\$2,335.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		\$243,867.86
Total Base Bid (Items 1 through 14)		\$483,482.22

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four hundred eighty-three thousand four hundred eighty-two Dollars
and 22/100

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Stormwater Maintenance, LLC d/b/a SMC

Bidder – Company Name

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

Address



Signature

March 12, 2024

Date

Jennifer Rauhofer, PE

Printed Name

President

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
1	- Wetland Delineation - Forest Stand Delineation - Forest Conservation Compliance - Tree Identification/DBH	Straughan Environmental 10245 Old Columbia Rd, Columbia, MD 21046 Lauren Wirth T: (301) 362-9200, x2539	5%

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Baltimore

STATE OF: Maryland

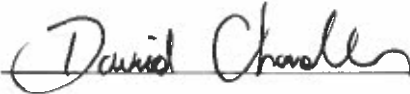
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Jennifer Rauhofer, PE
And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.



DAVID CHANDLER
(NOTARY PUBLIC)

My Commission Expires: 06/14/2027



Sign for Identification

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

March 12, 2024

DATE


SIGNATURE

Jennifer Rauhofer, PE

PRINTED

President

TITLE

Stormwater Maintenance, LLC d/b/a SMC

913 Ridgebrook Rd, Suite 302, Sparks, MD 21152

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Stormwater Maintenance, LLC

as Principal, and

Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of 5% of Amount Bid (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

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.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

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.

Stormwater Maintenance, LLC

 (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: 
Craig Bancroft, Attorney-in-Fact

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 Maryland.

END OF SECTION





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Craig Bancroft** of **COCKEYSVILLE, Maryland**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

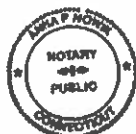
Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies; which remains in full force and effect.

Dated this 21st day of March, 2024



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**CERTIFICATE OF COMPLIANCE WITH
WORKERS' COMPENSATION LAW**

Under the Maryland Workers' Compensation Act, employers (any persons or entities that have at least one employee) in the State of Maryland are required to obtain workers' compensation insurance from any insurance company licensed to write workers' compensation insurance, the Injured Workers' Insurance Fund or by becoming a self-insured employer (requires prior approval of the Workers' Compensation Commission). Persons or entities that have no employees are not subject to these requirements.

I hereby attest that I am in compliance with the Maryland Workers' Compensation Act as follows:

Insurance Company Name: Chesapeake Employers Insurance - NAIC #11039

Policy Number: 5640636

Dates of Coverage: 6/1/2023 - 6/1/2024

(OR)

I am not required to have workers' compensation liability coverage because:

Check one: ☐ I have no employees
☐ I am self-insured (include permit to self-insure)

(If you do not have workers' compensation insurance because you have no employees or are self-insured, you must provide The Town of Easton with a valid Certificate of Compliance issued by the Maryland Workers' Compensation Commission, in addition to executing this document.)

I swear and affirm under penalties of law that the information provided above is accurate and complete. I certify that I will promptly notify The Town of Easton if any of the information supplied above should change in any way. I certify that a valid workers' compensation policy will be kept in effect by me at all times unless I have no employees or I am validly self-insured per the requirements of the Maryland Workers' Compensation Act and that I will promptly notify the Town of Easton of any change in my status under the Maryland Workers' Compensation Act .

Jennifer Rauhofer, PE | President

Stormwater Maintenance, LLC d/b/a SMC

Printed Name and Title

Name of Business


Signature

March 12, 2024

Date

FIRM OVERVIEW

HISTORY OF THE FIRM

Founded in 2004, Stormwater Maintenance, LLC (SMC) specializes in the inspection, engineering, maintenance, repair, and construction of a variety of stormwater, stream, and wetland systems; and we are an industry leader focused in the practice of engineering, maintaining, repairing, restoring, and retrofitting existing infrastructure.

Our expertise begins with seasoned engineering knowledge and extends to construction, inspection, maintenance, and life cycle repairs. This diversification of services gives our clients unusual expertise and extraordinary value while offering our employees unparalleled opportunities for diversification and advancement. Very few firms have this level of focused in-house technical knowledge and experience in design, construction, and maintenance of stormwater-related infrastructure implemented by teams passionate about restoring the Chesapeake Bay. SMC operates in four Divisions:

- Engineering and Inspection;
- General Contracting of Maintenance and Construction;
- Self-performing Construction; and
- Underground Maintenance.

To facilitate this range of stormwater-focused expertise, our divisions work in close collaboration to tackle projects involving all types of stormwater infrastructure including natural streams, manmade drainage systems, underground structures, dams, large traditional facilities, and micro-scale and vegetative-based techniques.

PROJECT UNDERSTANDING

SMC understands that the Town of Easton is soliciting proposals to provide stream restoration design-build services to restore two stream reaches in Easton, Maryland. The reaches include ~450ft of stream north of Glenwood Avenue near Easton Pkwy, and ~300ft of stream west of W Glenwood Ave. The project will address bank erosion, instream habitat, floodplain reconnection, and re-establishment of the available riparian corridor. SMC has design-build stream restoration experience completing services in line with those requested by the Town of Easton as evidenced by the project profiles on the following pages.

MARYLAND PRESENCE

SMC offices are located in the Baltimore area, with core markets in MD, DC, VA, PA, and DE.

POINT OF CONTACT

Principal-in-Charge: Jennifer Rauhofer, PE

Phone: (410) 493-4371

Email: JR@mdswm.com

Headquarters: 913 Ridgebrook Rd, Suite 302
Sparks, MD 21152

SERVICES

- Stream Restoration Design / Construction
- Stormwater Retrofit Design / Construction
- Major Repair Construction
- Surveying
- Environmental Landscaping
- Routine / Non-Routine Maintenance
- Pipeline Cleaning
- CCTV Inspections
- Water Resources Engineering
- Local, State, & Federal Permitting
- Existing Facility Inspection
- Structural Engineering
- NPDES Permitting
- Wetland Delineation and Permitting
- Industrial and MS4 Restoration Design
- Dam Inspections / Maintenance

WBE/DBE CERTIFIED

SMC is a Women-owned Business Enterprise certified with the following municipalities:

- **WBENC / WOBC** (#2005122079) (#WOSB200535)
- **Maryland Dept. of Transportation** (#12-334)
- **City of Baltimore** (#22380113)
- **Prince George's County** (#18-13467)
- **Maryland Employer** (#03422625)
- **District of Columbia** (#2226)
- **Virginia SwAM and DBE** (#701301)
- **Pennsylvania Dept. of Transportation** (#7822)
- **City of Philadelphia** (#108)
- **State of Delaware** (DE22023988)

QUALIFICATIONS

STREAM RESTORATION EXPERIENCE

SMC is a design and consulting firm as well as a self-performing and general contracting construction firm that specializes in engineering and construction of all types of stormwater systems. We are dedicated to minimizing the impact of development with practices and policies grounded in common sense and long-term sustainability with an emphasis on the restoration of existing infrastructure. SMC is an industry leader in the application of contemporary stormwater management theory to real-world practice. Every day, we work with all types of stormwater practices and the restoration of natural stream systems. As existing infrastructure specialists, SMC specializes in the stream restoration projects, and the inspection, design, and construction of stormwater Best Management Practices.

Engineering

- SMC's engineering team is comprised of qualified professional engineers and supporting staff who provide comprehensive services for each project. Together, they collaborate to complete the design, planning, and permitting phases of every project.
- We maintain clear communication with clients, keeping them informed of progress and addressing any concerns that may arise. Our dedication to excellence and attention to detail ensures that every project is completed to the highest standards.

Water Management

- SMC owns a significant number of generators, pumps (up to 6" silent), and hoses needed for water management and has the ability to rent any sized pump needed for a project through our existing relationships with vendors. Prior to mobilization, we size the pumps based on flow rates and ensure we had a sufficient quantity available for the project.
- Our construction crews maintain bypass and site dewater set ups on a daily basis. As a result, we are adept at the installation and removal of sandbag diversions, pumping set ups, flow dissipaters, and dirt bags.

Implementation of Erosion and Sediment (E&S) Control Plans

- All SMC Superintendents or Foremen are trained in erosion control installation and maintenance techniques and have state certification.
- We provide all necessary submittals for the materials to be utilized on a project.
- We may utilize a MBE subcontractor for the initial installation of E&S controls and technically difficult aspects of clearing and grubbing tasks.
- Our staff are responsible for maintaining the E&S controls on a daily basis.
- We own a significant quantity of swamp mats, timber bridge mats, and has established relationships with suppliers for the mulch needed to build access roads.

Site Grading and Stabilization

- SMC's construction staff are well-versed in fine grading techniques to complete restoration projects and routinely complete daily stabilization practices.
- We understand that final elevations need to accommodate the amount of topsoil to be applied. We can procure project specific topsoil, as needed.
- We have relationships with several suppliers to ensure supplies of project-specific seed and matting are available. We also has relationships with restoration landscaping companies that have access to all required native plants.

Materials

- SMC has established relationships with all the regional quarries and stone suppliers to ensure access to all types of stone materials needed.
- We can also source project specific materials including clay and bioretention mix to project specifications, as needed.
- We have established relationships with erosion control matting suppliers and can source coir and straw matting

products to project specifications, as needed.

Structure Installation

- SMC's construction staff have significant experience setting imbricated rip rap to create cross vanes, j-hook vanes, toe protection, and imbricated rip rap walls. They also routinely install plunge pools and riffle grade control structures utilizing either cobble or various sizes of rip rap.
- Our construction staff also have significant experience installing wood structures such as root wads, brush layering, fish lunger structures, and a variety of roughness features.
- Outside of stream restoration, our construction crews are proficient in setting stormwater pipes, manholes, and end sections to retrofit ponds or other obsolete structures.

Survey and As-Built Support

- SMC employs a professional land surveyor to provide all required surveying services, including utility designation, and provides training and support to our construction crews.
- Each construction crew contains a layout foreman well trained in utilizing 3D surveying tools to ensure quality control during the installation of project attributes.

RELEVANT PROJECT EXPERIENCE

SMC has significant experience with stream restoration. Recent projects where these services were provided include:

- Baltimore County - Eccleston Stream Restoration Design-Build
- Howard County - Stormwater and Stream Restoration On-Call Services Design-Build
- White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build
- Maryland Food Center Authority - Stream Restoration Design-Build
- BGE Outfall Stabilization
- Anne Arundel County and Alliance for the Chesapeake Bay - Asbury Broadneck Stream Restoration Design-Build
- Frederick County - Double Pipe Creek Stream Restoration
- Harford County - Emmord Branch Stream Restoration
- Audubon Naturalist Society - Woodend Sanctuary Stream Restoration & Trail Construction
- City of Gaithersburg - Great Seneca Stream Restoration
- Baltimore County - Roland Run Stream Restoration
- Maryland Department of General Services / DNR - Albert Powell Fish Hatchery Stream Restoration
- MNCPPC - Little Falls and Paint Branch Stream Restoration
- MNCPPC - Ovid Hazen Bank and Outfall Stabilization

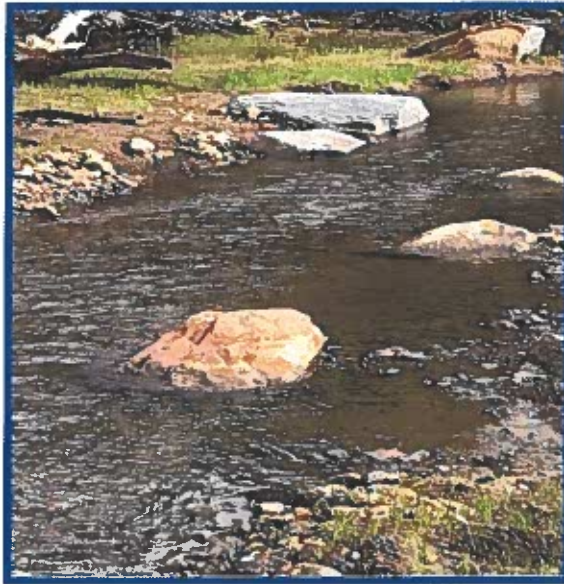
Project profiles containing specific details along with reference information for six of the highlighted projects can be found on the following pages.

Baltimore County

Eccleston Stream and Wetland Mitigation Bank Restoration

PROJECT DETAILS

SMC partnered with JMT for this stream and wetland mitigation bank restoration design-build project. Specifically, SMC was responsible for the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation. The project site is located in the upstream portion of the Jones Falls watershed. Services included the installation of 15,000 wetland and upland trees and shrubs.



The design called for the excavation of 50,000 cubic yards of soil to allow increased floodplain access during high stage storm events. In this headwater location, the stream is designated as cold water trout habitat due to existing groundwater flows that contribute to the baseflow. In a large portion of the project site, groundwater had been consolidated into drain tile piping allowing the property to be actively farmed by previous generations. A significant level of effort was undertaken to eliminate the drain tile to allow the groundwater to access the newly created channel. Great consideration was given to designing and constructing the channel in a manner ensuring rapid shading following construction to maintain cool water temperatures. Features were installed to ensure the fish population has increased habitat to live within, utilizing the onsite harvested vegetation.



Throughout the project, SMC coordinated extensively with JMT and regulatory agencies to ensure all project elements were installed correctly and during the appropriate stream construction windows.

PROJECT LOCATION

Baltimore County, MD

SERVICES

Design-Build

Stream Restoration

Wetland Mitigation Bank
Restoration

RESTORATION SIZE

10,000 LF

COMPLETION

December 2023

CONTRACT VALUE

\$3.6M

REFERENCE

Jeremy Koser

Johnson Mirmiran &
Thompson

40 Wight Avenue
Cockeysville, MD 21030

T: (410) 316-2360

E: JKoser@jmt.com

Howard County

On-Call Stormwater Management and Stream Restoration Construction



PROJECT DETAILS

SMC was awarded a multi-year contract by the Howard County Bureau of Environmental Services to implement environmental restoration projects as part of the County's capital improvement process. The projects focus on stormwater BMP and stream restoration construction. Projects include the dredging and replacement of failing stormwater pond discharge infrastructure, the construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and installation and maintenance of bioengineering practices. SMC is responsible for coordinating with several design engineers to provide constructability analysis, provide cost estimates, and construct the projects in place once permitted and approved by the client.



PROJECT LOCATION

Howard County, MD

SERVICES

Construction

Maintenance

Constructability Reviews

COMPLETION

Ongoing

CONTRACT VALUE

Varies by task

REFERENCE

Mark Richmond

Howard County

6751 Columbia Gateway Dr,
#501

Columbia, MD 21046

T: (410) 313-4374

E: MSRichmond@

howardcountymd.gov



White Rose Motorcycle Club

Codorus Creek Stream Restoration Design-Build

PROJECT DETAILS

SMC is leading the design-build team providing stream restoration services along Codorus Creek for the White Rose Motorcycle Club.

SMC's services encompass community outreach, initial data collection, design oversight, constructability reviews, and upcoming construction. SMC successfully secured property owner agreements for access, construction, and monitoring, which enabled them to secure a grant for funding the project. The constructability reviews and design oversight processes entailed evaluating design plans for feasibility, efficiency, and alignment with project requirements. These efforts were aimed at identifying potential issues early, such as conflicts between design elements or construction challenges. Through providing constructive feedback and guidance, SMC helped enhance project quality, minimize risks, and optimize costs and schedules.

Upon final regulatory approval, SMC will also manage the construction phase of this project. This includes, but is not limited to, installation and maintenance of erosion and sediment controls, site clearing, bank and floodplain grading, installation of stream structures, final site stabilization, and plant material installation and maintenance.

PROJECT LOCATION

York County, PA

SERVICES

Design-Build

Stream Restoration Design

Constructability Reviews/Comments

Surveys

RESTORATION SIZE

1,200 LF

COMPLETION

October 2023 (design)

Ongoing (construction)

CONTRACT VALUE

\$558,865

REFERENCE

Emily Neideigh

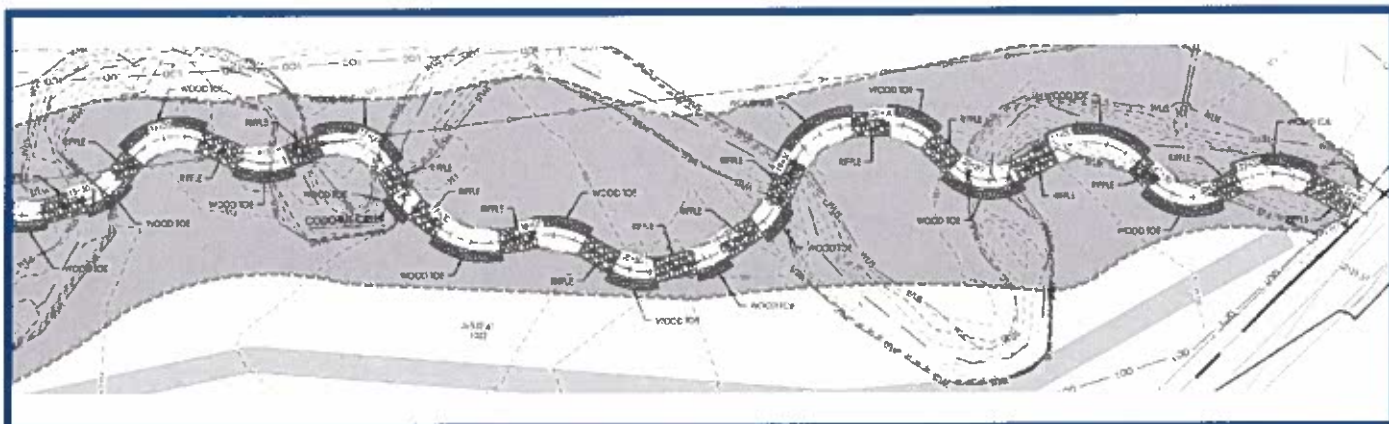
York County Conservation District

2401 Pleasant Valley Rd, Ste #101, Rm #139

York, PA 17402

T: (717) 840-7430

E: ENeideigh@yorkccd.org



Maryland Food Center Authority

Stream Restoration Design-Build

PROJECT DETAILS

SMC is at the head of the design-build team, providing stream restoration services to Maryland Food Center Authority.

Services provided by SMC included initial data collection, design oversight, constructability reviews, and upcoming construction. Constructability reviews and design oversight involved evaluating the design plans to ensure they are feasible, efficient, and in line with project requirements. The process helped identify potential issues early on, such as conflicts between different elements of the design or challenges in the construction process. By offering our constructive feedback and guidance, the team enhanced the quality of the project, minimized risks, and optimized costs and schedules.

Upon final regulatory approval, SMC will also manage the construction phase of this project. This includes, but is not limited to, installation and maintenance of erosion and sediment controls, site clearing, bank and floodplain grading, installation of stream structures, final site stabilization, and plant material installation and maintenance.

PROJECT LOCATION

Jessup, MD

SERVICES

Design-Build

Stream Restoration Design

Constructability Reviews/
Comments

Permitting

Surveys

RESTORATION SIZE

1,004 LF

COMPLETION

August 2023

CONTRACT VALUE

\$313,445

REFERENCE

Gary Decker

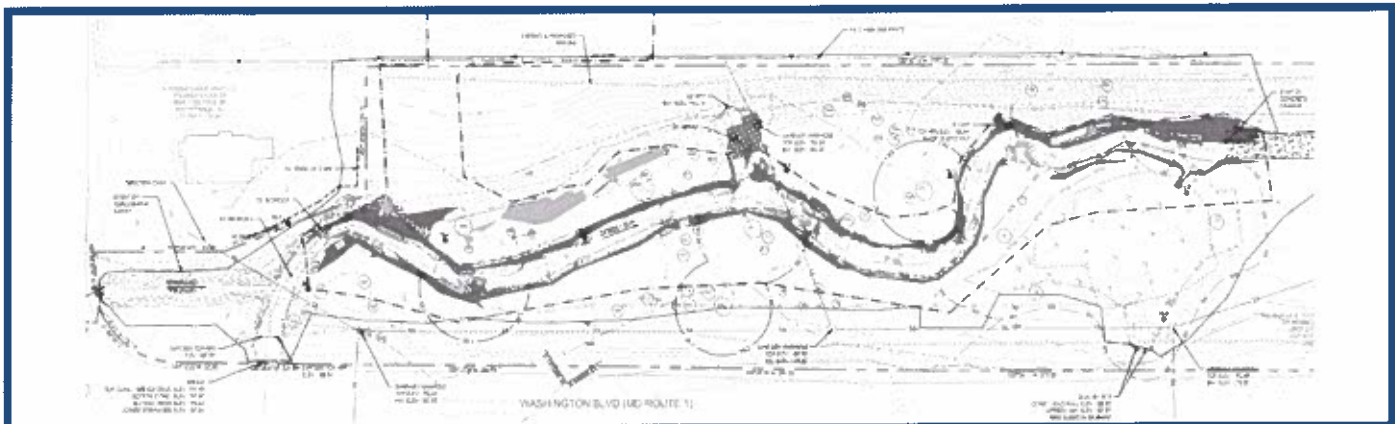
Maryland Food Center Authority

7801 Oceano Ave

Jessup, MD 20794

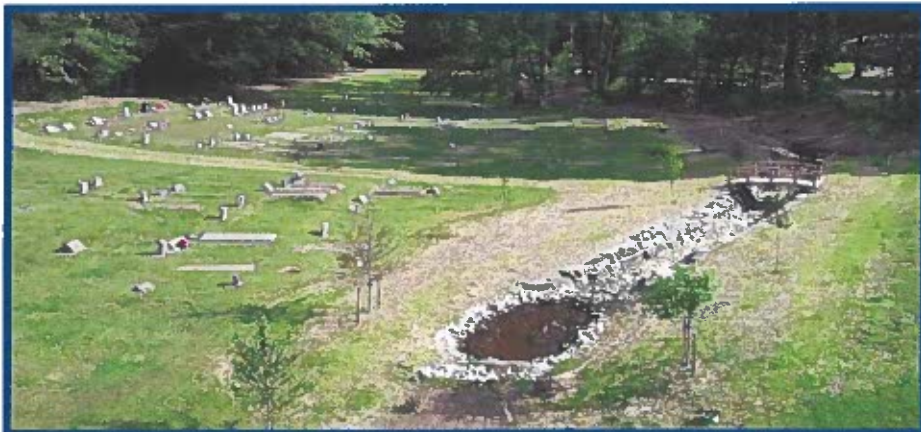
T: (410) 379-5760

E: GDecker@mfca.com



Alliance for the Chesapeake Bay

Asbury Broadneck Stream Restoration Design-Build



PROJECT DETAILS

SMC was contracted to perform a design-build project in an ephemeral stream running through a historic cemetery at the Asbury Broadneck United Methodist Church in Annapolis, MD. The cemetery has housed graves of the African-American community for more than 150 years, including former slaves and their descendants, as well as Harriet Tubman's descendants. This project was conducted in conjunction with the Anne Arundel County Department of Public Works, Watershed Protection and Restoration Program and Maryland Department of Natural Resources Chesapeake and Atlantic Coastal Bays Trust Fund, and required extensive coordination between all parties, archeologists, and property owners.

The project addressed a channel that experienced serious bank erosion and was frequently inundating the graveyard in high flows. The design utilized an adaptation of the Step Pool Conveyance System (also known as regenerative stream conveyance) practice to accommodate needs for functionality and aesthetics necessary for the location. A series of plunge pools was installed in conjunction with an imbricated channel in order to adapt this method to the extreme constraints of the existing grave locations. The design included detailed hydraulic modeling intended to keep the 100-year storm flows within the channel, eliminating further impacts to the graves. Foot traffic from the church to the cemetery was facilitated with the addition of a wooden pedestrian bridge over the channel.

Through a highly coordinated design and project management process, SMC kept this project on schedule and budget to meet the needs of the client and expectations of funders, managing the expectations of the land owner, and improving the water quality.

PROJECT LOCATION

Annapolis, MD

SERVICES

Design-Build

Stream Restoration

Grading

Landscaping

RESTORATION SIZE

650 LF of stream restoration

COMPLETION

April 2019

CONTRACT VALUE

\$423,500

REFERENCE

Katie Hart

Anne Arundel County

2662 Riva Road

Annapolis, MD 21401

T: (410) 222-0136

E: PW_Hart30@aacounty.org

Kate Fritz

Alliance for the Chesapeake Bay

501 Sixth Street

Annapolis, MD 21403

T: (443) 949-0575

E: KFritz@allianceforthebay.org



Baltimore Gas and Electric Company

Outfall Stabilization



PROJECT DETAILS

SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services for the Baltimore Gas and Electric Company. SMC's project responsibilities included site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization.

PROJECT LOCATION
Multiple Locations, MD

SERVICES

Design-Build

Surveys

Constructability Review and
Implementation

Erosion Repair

COMPLETION

December 2023

CONTRACT VALUE

\$36,803

REFERENCE

Shannon Lucas

KCI Technologies, Inc.

936 Ridgebrook Rd

Sparks, MD 21152

T: (410) 316-7800

E: Shannon.Lucas@kci.com



TEAM ORGANIZATIONAL CHART

SMC began as a small engineering firm that eventually built out a construction division handling all smaller projects in-house. As projects grew, we formed strong partnerships with firms that were capable of handling tasks in larger capacities. Now as we've continued to grow as a firm, SMC is capable of handling larger projects, such as this, as it falls within our internal design capabilities.



JENNIFER RAUHOFFER, PE

Principal-in-Charge

As President of Stormwater Maintenance, LLC (SMC), Ms. Rauhofer oversees all operations of the firm including administrative, financial, technical, and field operations. She is a Water Resources Professional Engineer - registered in nine states - with more than 25 years of progressive experience in environmental restoration and design, stormwater management design, inspection, maintenance, and construction. She has managed numerous projects involving river and stream restoration using natural channel design; hydrogeomorphological stream assessments; fluvial geomorphology; designing stormwater pollution control measures; and design of innovative non-point source stormwater pollution control measures.

Ms. Rauhofer was also part of a group of experts that formed recommendations for methods to verify the pollutant reduction performance of individual stream restoration projects built to meet the Chesapeake Bay TMDL. The goal of this group was to recommend improved guidance on how to verify stream restoration projects. The group established a visual indicator system that would rapidly determine whether an individual stream restoration project is still performing the water quality functions it was originally designed for.

PROJECT EXPERIENCE

Eccleston Stream Restoration Design-Build; Baltimore County, MD

Principal-in-Charge. Ms. Rauhofer oversaw all contractual components of this contract as SMC provided construction services for the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave. SMC crews completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard County On-Call Stormwater Management and Stream Restoration Design-Build; Howard County, MD

Principal-in-Charge. SMC was awarded an ongoing contract to conduct the construction of environmental restoration projects as part of the County's capital improvement process. The projects specifically focus on stormwater BMP and stream restoration construction, including dredging and replacing failing stormwater pond discharge infrastructure, construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and vegetative plantings. Ms. Rauhofer oversees all contractual components of this contract.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design/Build; York County, PA

Principal-in-Charge. Ms. Rauhofer oversees all contractual components of this contract where SMC is responsible for leading the design/build effort, specifically community outreach, initial data collection, design oversight, constructability reviews, and will serve in the same role for the upcoming construction phase of the project.

EDUCATION

Master of Science,
Agricultural
and Biological
Engineering,
Pennsylvania State
University, 1998

Bachelor of Science,
Agricultural
Engineering,
Pennsylvania State
University, 1996.

LICENSES/ CERTIFICATIONS

Professional Engineer,
MD (#28383),
GA (#PE029013),
DE (#13408),
DC (#PE901099),
VA (#041694),
NY (#86515-1),
CT (#0028362),
PA (#PE079537),
NJ (#24GE05025700)

OSHA Confined Space
Certification

Rosgen Training
(Levels I-IV)



JENNIFER RAUHOFFER, PE

- continued -

Maryland Food Center Authority Design-Build; Jessup, MD

Principal-in-Charge. Ms. Rauhofer has overseen all contractual components of this contract as SMC leads the design-build efforts, providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction. She will also serve in this role when SMC manages the construction phase of this project.

BGE Outfall Stabilization; Multiple Locations, MD

Principal-in-Charge. Ms. Rauhofer oversaw all contractual components of this contract where SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services for the Baltimore Gas and Electric Company. SMC's project responsibilities included site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Arnold, MD

Principal-in-Charge. SMC was responsible for the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed. Ms. Rauhofer oversees all contractual components of this contract.

Emmord Branch Stream Restoration; Harford County, MD

Principal-in-Charge. SMC installed a stormwater treatment bar to improve water quality, headcut stabilization, and restoration of 975 LF of stream channel of an unnamed tributary to Emmord Branch located on County School property. SMC repaired eroded stormwater outfall channels through the installation of a stormwater bar and headcut stabilization practices, installation of clay channel blocks, step pools, riffle grade control structures, valley wide log sill installation and bank and microtopography grading. Ms. Rauhofer oversaw all contractual components of the project.

Great Seneca Stream Restoration; Gaithersburg, MD

Principal-in-Charge. SMC was responsible for 3,000LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation and grading, stabilization, and planting. Ms. Rauhofer oversaw all contractual components.

Roland Run Stream Restoration; Towson, MD

Principal-in-Charge. SMC completed construction services for 1,025 LF of stream restoration. Work was conducted within a neighborhood park and behind private homes. Because of this, public safety was a top priority throughout the duration of the project. Ms. Rauhofer oversaw all contractual components of the project.

DC Stream RSC Design-Build; Washington, DC

Project Manager. Ms. Rauhofer led two design-build stream restoration projects for the DC Department of the Environment. Two of these projects are located on tributaries to Rock Creek on National Park Service (NPS) land and require special consideration and practices to ensure compliance with NPS policies and procedures. These restoration contracts are focused on the restoration of more than one mile of stream degraded by urban runoff from DC streets. Ms. Rauhofer performed H&H modeling, NEPA services on the NPS lands, development of restoration concepts, meeting and coordination with DC resource personnel and the adjacent homeowners, permitting, preparation of detailed construction plans, construction and construction oversight.



JENNIFER RAUHOFFER, PE

- continued -

Windsor Ridge Stream Restoration; Anne Arundel County, MD

Technical Oversight. Ms. Rauhofer provided technical assistance with the implementation of the Windsor Ridge stream restoration project for Anne Arundel County, including oversight and guidance in making the plans.

Crofton Tributary Stream Restoration; Anne Arundel County, MD

Quality Control. Ms. Rauhofer provided QA/QC to the team for the development of a stream restoration design for the tributary. The goal of the project was to restore the watershed process including recharging the groundwater table to regenerate spring seeps by reconnecting the stream channel to its floodplain. This approach in turn eliminated high and eroding banks, improved water quality and created conditions favorable for native Anne Arundel County coastal plain biota, while naturally controlling invasive species.

Rupperts Ravine Phase 2 Tributary Restoration; Anne Arundel County, MD

Quality Control. Ms. Rauhofer provided QA/QC to the team tasked with the development of a stream restoration design for the tributary. The design proposed converting the incised and headcutting stream channel into a stable seepage wetland ecosystem well linked to its historic floodplain. By recharging the groundwater table, a number of threatened plant species associated with Anne Arundel County's native acid seep wetland systems were supported.

Gwynns Falls Ecosystem Restoration Phase I (MC-10); Baltimore, MD

Project Manager. Ms. Rauhofer led the Project Team in restoring 2600 LF of Maiden's Choice Run, a tributary to Gwynns Falls. Project goals included the stabilization of severely eroding banks to reduce the sediment load, daylighting approximately 100 LF of an unnamed tributary, wetland creation, and education. Ms. Rauhofer led the Project Team in the development of construction documents.

East Branch of Honeygo Run Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer performed the detailed hydraulic computations using the United States Army Corp of Engineers HEC-RAS program for the design of channel restoration of 4,000 LF along the East Branch of Honeygo Run. The project area included several tributaries to the East Branch.

Wood Valley Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer performed the detailed hydraulic computations using the United States Army Corp of Engineers HEC-RAS program for the design of channel restoration of 4,000 LF along the Wood Valley Run Run. The project area included several tributaries to the Wood Valley.

Herring Run at Country Club of Maryland Stream Restoration; Baltimore, MD

Project Manager. Ms. Rauhofer led the Project Team in the restoration of 2500 LF of channel. The stream restoration occurred in conjunction with the redesign of two holes on the golf course which the stream valley runs through. The project goals include channel stabilization, increasing riparian vegetation, and protecting existing infrastructure. Ms. Rauhofer led the project team in the development of final construction documents.

Whitemarsh Run Stream Restoration; White Marsh, MD

Project Engineer. Ms. Rauhofer was responsible for the design engineering, and H&H modeling of a \$1.5M stream and floodplain restoration project.

JENNIFER RAUHOFFER, PE

- continued -

Redgate and Northeast Park Stormwater Management and Stream Projects; Rockville, MD

Project Manager and Engineer. Ms. Rauhofer led the Project Team in the restoration of a degraded, urban stream running through a golf course. She performed data collection and analysis; bankfull discharge identification; stream morphology and riparian vegetation assessment and reference reach data collection. She prepared restoration concepts and final design and construction documents and oversaw construction.

Open Channel Database for Herring Run Watershed; Baltimore, MD

Project Manager. Ms. Rauhofer managed the assessment of over 18 mi. of urban stream channel. She led the Project Team in the physical and biological assessment; identifying and prioritizing opportunities for stream restoration; and the preparation of GIS maps illustrating findings and recommendations. She also led the Project Team in preparing restoration concepts for priority opportunities along with a final report.

Panther Branch Stream Restoration; Hereford, MD

Project Engineer. Ms. Rauhofer provided design services for the restoration of 350 LF of headwaters to Panther Branch, a Class III trout stream. Design included transformation of an incised channel into a system with step-pool-riffle morphology. Work included principles of fluvial geomorphology including Rosgen Stream Classification System, evaluating and applying empirical data relative to horizontal and vertical geometry, stream bed material, vegetative influence, etc. She performed a back water hydraulic analysis using the USACE HEC-RAS program; and designed an energy dissipation plunge pool device for the storm drain discharging into the stream including modeling of the hydraulic jump, tailwater influence, etc. She located and measured reference reach streams, prepared construction drawings and assisted in bidding through the local capital projects process.

St. Joseph's Church Stream Restoration; Baltimore County, MD

Project Engineer. Ms. Rauhofer served on the team as they completed the enhancement and stabilization of 400 LF of unstable ephemeral channel in a heavily-urbanized, flashy 200 acre watershed. The steepened channel banks had been previously hard-armored. Work included detailed hydraulic analysis using HEC-RAS and the subsequent design of a flood relief culvert; preparation of reports, construction drawings, and application for MDE Wetland and Waterway permits, and addressing comments to receive permits.

TYLER GARDNER, PE

Project Manager

Mr. Gardner is an Associate at SMC with 9 years of engineering experience in stormwater management design and inspection, stream restoration design, and industrial NPDES plans, monitoring, and sampling. He manages our engineering team and performs H&H studies using TR55/TR-20/HEC-RAS models, and specializes in SWM design, E&SC, and obtaining permits in various jurisdictions throughout Maryland. Mr. Gardner is experienced in using GIS, CAD, and database management systems. He has very diverse experience and has been deeply involved with the inspection, assessment, and forensic analysis of existing stormwater infrastructure and resulting design of repairs and retrofits.

PROJECT EXPERIENCE

Howard County Stormwater Management Design-Build; Clarksville, MD

Project Engineer. Mr. Gardner completed the design portion of the County Design-Build services. Key project elements included SCD coordination, attainment of long-term access agreements with property owners, preliminary/final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process. Construction services followed and then maintenance services followed for 5 years.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Annapolis, MD

Project Engineer. Mr. Gardner restored an ephemeral stream to prevent a historical cemetery from flooding and to obtain water quality credit. He performed permitting, H&H and design computations, construction and E&SC plans and details.

Maryland Food Center Authority Design-Build; Jessup, MD

Project Engineer. Mr. Gardner has served as a design engineer as SMC leads the design-build efforts where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Tributary to Dead Run Stream Stabilization; Baltimore, MD

Project Engineer. Mr. Gardner developed a 30% stream restoration concept to assist Baltimore City in meeting their MS4 requirements. He performed a geomorphologic site assessment, sediment transport analysis, H&H, and design computations.

Maryland Food Center Authority (MFCA) MS4 Permit; Jessup, MD

Project Manager. SMC's services included assisting the facility to gain coverage under and meet the requirements of the 13-SF-5501 MS4 permit. Mr. Gardner performed project managerial duties, permitting, development of an Impervious Area Restoration Program along with supporting engineering computations, and development & implementation of an Illicit Discharge Detection and Elimination (IDDE) Program.

EDUCATION

**Bachelor of Science,
Biological Engineering
- Natural Resources
Engineering,
Pennsylvania State
University, 2015.**

LICENSES/ CERTIFICATIONS

**Professional Engineer,
MD (#59611),
PA (#PE093540),
DC (#PE40001593)**

**OSHA Confined Space
Certification**

**First Aid/CPR/AED
Certification**

Rosgen Training (Level I)

TYLER GARDNER, PE

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NPDES Monitoring/Permit Compliance; Statewide, MD and PA

Project Manager. SMC's services included assisting 30+ different facilities in obtaining and maintaining compliance with a general discharge permit coverage for their specific sector of industry from their respective regulatory agencies. Mr. Gardner oversaw the project as they obtained the 12-SWA, 13-SF, 15-MM & 16-MA permits for the State of Maryland, and the PAG03 for the Commonwealth of Pennsylvania. He performed project managerial duties, created stormwater pollution prevention plans (SWPPP) where warranted, and ensured quarterly compliance with all mandated regulations.

City of Hyattsville Stormwater Retrofit Services On-call; Hyattsville, MD

Project Manager. SMC's services included design and/or retrofits of unique stormwater management facilities to fit the specific site constraints. Mr. Gardner performed H&H and design computations, E&SC plans and details, project managerial duties and coordinated with the City for construction of the projects.

Mason-Dixon Sand and Gravel Mines; Cecil County, MD

Project Manager. Mr. Gardner developed mining plans and/or modifications adherent to Maryland Department of the Environment (MDE) Mining, current sediment and erosion control standards and Soil Conservation District guidelines. He performed project managerial duties, H&H and design computations, E&SC plans and details.

Lake Lariat High Hazard Dam Emergency Repairs - MD; Howard County, MD

Project Engineer. SMC conducted ongoing inspections, maintenance and repairs of a high hazard dam as classified by Maryland Department of the Environment (MDE), oversaw installation of a new sluice gate, and developed an updated Emergency Action Plan (EAP) as required by MDE for potential dam failure emergency situations.

Broadneck Park Stormwater Pond Retrofit; Annapolis, MD

Project Engineer. Mr. Gardner completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit. He performed permitting, H&H and design computations, E&SC plans and details.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Project Engineer. Mr. Gardner completed an assessment of 10+ miles of streams and 35 site locations for possible restoration, retrofit, or new BMPs within the watershed, and prioritization based on total benefit and feasibility. He was responsible for the identification and field assessment of potential stormwater retrofit projects in Patuxent and Seneca watersheds. Concepts were developed for selected sites including pollutant removal estimates and engineering cost estimates. Additionally, he oversaw the field verification survey of more than 120 existing grass swales.

Baltimore City On-Call Stormwater Study & Engineering Design; Baltimore, MD

Project Engineer. Mr. Gardner completed the geomorphologic site assessment and sediment transport analysis for Maidens Choice Run and Dead Run, providing AutoCAD/Civil 3D drawing support, and headwall repair and outfall stabilization designs for Moores Run.

Craddock Estates Home Owners Association Pipe Line Repair; Garrison, MD

Project Engineer. Mr. Gardner prepared H&H computations to obtain County approval for a CIP pipe line repair through the redline revision process for an embankment pond.

TYLER GARDNER, PE

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Howard County Stormwater & Watershed Management On-Call; Clarksville, MD

Drafter. Mr. Gardner provided AutoCAD and GIS drafting support for initial concept phase to determine site selection for Design-Build services.

Harford Gateway Bioretention Facility Retrofit; Aberdeen, MD

Project Engineer. SMC developed the lab protocol and oversaw a simple lab analysis to determine the soil classification, PH ratings, and electric conductivity rating to investigate the likely cause of a failed bioretention facility. Mr. Gardner was also responsible for writing the report, which summarized the probable cause of the failed facility and made recommendations to retrofit the facility instead of repairing the facility.

BP Lubricants Pond Repairs; Baltimore, MD

Jr. Engineer. SMC reviewed CCTV, conducted a Hydrologic and Hydraulic analysis, and prepared plans to obtain Baltimore County approval for a riser modification, sediment removal, and cured-in-place liner for an excavated pond.

Stella Maris Inc. Embankment Pond Remediation; Timonium, MD

Jr. Engineer. SMC conducted a Hydrologic and Hydraulic analysis, and prepared plans to obtain Baltimore County approval for an embankment pond remediation that consisted of a riser replacement with a new dewatering device and a cured-in-place liner. Mr. Gardner also assisted in providing construction oversight and provided guidance to junior employees for the development of the as-built plans.

MNCPPC Dam CCTV Inspection; Montgomery County, MD

Project Engineer. SMC conducted an annual dam safety inspection of the Lake Needwood high hazard dam in Redland, Maryland, per Maryland Department of the Environment requirements; and assisted in overseeing structural repairs of the sluice gate and control structure.

Montgomery County Stormwater Engineering and Inspections; Rockville, MD

Project Engineer/Inspector. SMC provided technical inspection and engineering services in support of the County Inspection Program. Mr. Gardner provided visual inspections of above and underground BMPs, photo documentation, preparation of inspection reports, and preparation of corresponding inspection repair and maintenance work orders, as appropriate. Mr. Gardner has also been personally involved in the annual inspection of 6 significant or high hazard dams.

Howard County Stormwater Management Facilities - Design, Installation & Maintenance; Howard County, MD

Project Engineer. SMC completed the design portion of the Design-Build services. Elements included SCD coordination, attainment of long-term access agreements with property owners, preliminary/final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Project Engineer. SMC was responsible for GIS work completed for the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

THEODORE SCOTT, PE

Senior Engineer

Mr. Scott is the Founder and Executive Vice President of Stormwater Maintenance, LLC (SMC). SMC provides engineering, inspection, surveying, construction, and maintenance of existing drainage-related infrastructure including streams and stormwater systems, primarily throughout the Chesapeake Bay watershed. Mr. Scott manages the technical aspects and helps to oversee operations of the firm with an emphasis on applying practicality to complex issues. Mr. Scott is a Professional Civil Engineer with more than 35 years of experience in water resources engineering, site and stormwater management design, maintenance, inspection, construction, and repairs. He is known as an industry leader on stormwater issues as related to existing infrastructure, and his experience includes the design of hundreds of stormwater facilities of all types and oversight of the operations and maintenance (O&M) of thousands of stormwater facilities throughout the Mid-Atlantic.

Mr. Scott is a sought-after consultant and national speaker on stormwater management issues, including the application of emerging technologies such as low impact development, integrated stormwater management design, stormwater on green building projects, alternative practices (permeable paving and bioretention), and the programmatic and implementation issues of inspection, maintenance, and repair of stormwater management infrastructure. While Mr. Scott continues to consult on select projects focused on green stormwater and integrated site design (LID/ESD), his primary focus is on the analysis, inspection, maintenance, and remediation of existing facilities and the design of retrofit projects.

PROJECT EXPERIENCE

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Lead Engineer. Mr Scott has led engineering efforts for this design/build effort, specifically pertaining to initial data collection, and design oversight of the first phase of the project.

Maryland Food Center Authority Design-Build; Jessup, MD

Lead Engineer. Mr. Scott has led the engineering design efforts as SMC leads this design-build project where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County Stormwater Management and Stream Restoration Construction Design-Build; Howard County, MD

Lead Engineer. Mr. Scott led the team as they completed the design, permitting, and construction components of services. Design elements included SCD coordination attainment of long-term access agreements with property owners, preliminary and final design of project elements, performing preliminary H&H computations, surveying, and final permit attainment through the redline plan revision process; and then construction included installation of an E&SC measures, site excavation, and grading; installation of

LICENSES/ CERTIFICATIONS

**Professional
Engineer, MD
(#32602)**

**LEED Accredited
Professional**

**Maryland
Department of
the Environment
Erosion and
Sediment Control
Certification**

**Master Stormwater
Practitioner,
Chesapeake Bay
Stormwater Training
Partnership**

**OSHA First
Responder Hazmat
Operations
Certification**

**OSHA Confined
Space Certification**

THEODORE SCOTT, PE -continued-

gabion baskets, geotextile fabric, and sand filter creation and infiltration (underdrain pipe, sand filtration media and stone filtration media). Maintenance followed for 5 years.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; Arnold, MD

Lead Engineer. SMC was responsible for the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed. Mr. Scott oversaw all quality control components of the project.

Broadneck Park Stormwater Retrofit; Annapolis, MD

Lead Engineer. SMC completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit. Mr. Scott oversaw all quality control components of the project.

Montgomery County Inspections; Rockville, MD

Lead Engineer. Mr. Scott completed a technical inspection and engineering services, specifically developing an inspection training program, QA/QC plan, and inspection checklists. He was responsible for visual inspections of all above/below ground BMPs, photo documentation, and preparation of a field report; and preparation of corresponding inspection repair and maintenance work orders. Services included the inspection of 6 high hazard dams with monthly monitoring of observation wells and CCTV inspections performed on 36" pipes where visual internal inspections were not possible.

Baltimore City On-Call Stormwater Study and Engineering Design; Baltimore, MD

Lead Engineer. SMC provided wetland and waters of the US delineations and technical review for wetland delineation, forest stand delineation, environmental permitting, and stream/wetland restoration designs. Mr. Scott oversaw all quality control components of the project.

State Highway Administration Open-End TMDL; Cecil County, MD

Lead Engineer. SMC provided Illicit Discharge Detection and Elimination services. Mr. Scott oversaw all quality control components of the project.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Lead Engineer. SMC completed an on-site assessment of 10+ miles of streams and 35 site locations for possible restoration and retrofit or new BMPs within the Rock Creek watershed, and prioritized services based on total benefit and feasibility. Mr. Scott oversaw all quality control components of the project.

Dannon Garth Pond Renovation; Howard County, MD

Lead Engineer. SMC completed the structural design of a concrete weir wall and pedestrian bridge to renovate a failing pond. Mr. Scott oversaw all quality control components of the project.

Howard County Stormwater and Watershed Management On-Call; Clarksville, MD

Lead Engineer. SMC provided a watershed assessment and conceptual designs for stormwater retrofits to help the County meet their MS4 permit requirement. Tasks included field assessment for viability and feasibility of sites that included BMP conversions, new BMP installation, and outfall stabilization. Conceptual designs were developed for the highest priority sites. Mr. Scott oversaw all quality control components of the project.

THEODORE SCOTT, PE -continued-

Wawa Whitemarsh Route 7 and Campbell Boulevard Floodplain Analysis; Rossville, MD

Lead Engineer. SMC completed the floodplain analysis of the effects of a proposed Wawa development on the 2, 10, and 100-year storm events on Whitemarsh Run. Mr. Scott oversaw all quality control components of the project.

Corridor Industrial Park Embankment Pond Repair; Savage, MD

Lead Engineer. SMC obtained County approval for a riser and slip line repair through the Redline Revision Process for an embankment pond. Mr. Scott oversaw all quality control components of the project.

Montgomery County Stormwater Engineering and Inspections; Montgomery County, MD

Engineer-in-Charge. SMC provided technical inspection and engineering services in support of the County Inspection Program. Mr. Scott's work included developing an inspection training program, preparation of the QA/QC plan, QA reviews, and development of inspection checklists. Inspection services included the oversight of visual inspections on over 12,000 above/below ground and ESD BMPs, photo documentation, and preparation of field inspection reports, and preparation of corresponding Inspection Repair and Maintenance Work Orders, as appropriate. His personal involvement also included the annual PE inspection of 6 significant or high hazard dams. Oversight of monthly monitoring of observation wells and CCTV inspections performed on 36" pipes where visual internal inspections were not possible.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Engineer-in-Charge. Mr. Scott managed the team as they completed the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

Lake Lariat High Hazard Dam Emergency Repairs - MDE; Southern Maryland

Engineer-in-Charge. Mr. Scott manages the team as they continue to provide services for the ongoing inspection, maintenance and repair of a high hazard dam as classified by Maryland Department of the Environment (MDE). Additionally, he oversaw the development of an updated Emergency Action Plan (EAP) as required by the MDE for potential dam failure emergency situations.

Howard County SWM Design, Build, Operate, & Maintenance; Howard County, MD

Engineer-in-Charge. Mr. Scott oversaw the design of three stormwater retrofits on church properties in Howard County. He provided quality assurance and constructability oversight to the primary engineer and designs staff. The retrofits applied Mr. Scott's innovative gabion sand filter sandwich design to existing detention ponds to provide water quality treatment for at least the first inch of runoff. The work will provide 15 acres of impervious acres treated toward the County's MS4 permit requirements.

Prince George's County The Clean Water Partnership; Prince George's County, MD

Engineer-in-Charge, O&M Lead, Design/Build Contractor, and a member of the Design Advisory Committee of a groundbreaking 30-year program that has and is restoring over 4000 acres of impervious area. This effort is an innovation in the way urban watersheds are restored in many areas of the United States by streamlining the design, permitting, and construction processes and significantly reducing the costs of impervious area treatment. The program includes socio-economic initiatives to benefit local and minority employees and subcontractors.

EUGENE FLEAGLE, PE

Senior Engineer

Mr. Fleagle is an Associate and member of the Management Team for SMC. He manages the Professional Services group for SMC and is a versatile employee involved in stormwater design, inspection, construction, project management, quality control, and technical and field operations. He is a Water Resources/Structural Engineer with 24 years of experience in stormwater and related technical fields including H&H engineering, SWM design, E&SC, and structural design. He has performed and managed the design of embankment rehabilitation, bridge design, SWM, and H&H projects using TR-55/TR-20/HEC-RAS models; and is experienced in construction inspection, shop drawing review, report preparation, cost estimating, contract preparation, and obtaining required permits. Mr. Fleagle is experienced with AutoCAD, GIS, VBA, and database management systems; and has experience with a wide range of structural engineering analysis tools including: ABLRFD Abutment and Retaining Wall Analysis and Design, BPLRD – Bearing Pad Design and Analysis, PAPIER – Pennsylvania Pier Analysis, PSLRFD – Prestressed Concrete Girder Design and Rating, ABUT5 – LFD Abutment and Retaining Wall Analysis and Design, BAR7 – Bridge Analysis and Rating, and BOX5 – LFD Prestressed Concrete Girder Design and Rating. I

PROJECT EXPERIENCE

Maryland Food Center Authority Stream Restoration Design/Build; Jessup, MD

Senior Engineer. Mr. Fleagle has served as a senior design engineer as SMC leads the design-build efforts where we are responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County Stormwater Management and Stream Restoration Construction Design-Build; Howard County, MD

Senior Engineer. Mr. Fleagle led the team as they completed the design portion of the projects. Elements included SCD coordination attainment of long-term access agreements with property owners, preliminary and final design of project elements, performing preliminary H&H computations, and surveying.

Montgomery County MS4-Patuxent and Seneca Watershed Stream Restoration; Montgomery County, MD

Senior Engineer. Mr. Fleagle led the identification and field assessment of potential stormwater retrofit projects in the Patuxent and Seneca watersheds. Concepts were developed for selected sites including pollutant removal estimates and engineering cost estimates. Additionally, he oversaw the field verification survey of more than 120 existing grass swales.

Fair Hill Nature Center Parking Lot Stormwater Retrofit and Stream Restoration; Elkton, MD
Senior Engineer. SMC completed 600 LF of stream restoration and concrete bridge repair; and retrofit of several parking lots to provide stormwater treatment for previously untreated impervious surfaces on property that directly discharges to Big Elk Creek. The scope included E&SC installation, structure and asphalt demolition, pervious paver installation, construction of 2 bioretention facilities, a submerged gravel wetland, 3 RSC systems, and dry meadow

EDUCATION

Graduate Certificate, Geotechnical Engineering, University of Wisconsin Platteville, 2019

Bachelor of Science, Civil Engineering, Pennsylvania State University, 2000.

CERTIFICATIONS/ LICENSES

Professional Engineer, Maryland (#44289)

Confined Space Certification

EUGENE FLEAGLE, PE

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forebay system. SMC completed all asphalt installation, site stabilization, and landscaping to complete the restoration. Mr. Fleagle completed the as-builts for the project.

Howard County Stormwater Study & Watershed Management On-Call; Clarksville, MD

Water Resources Engineer. SMC completed on-site assessment of 21 BMP conversions, 28 new BMP sites, and 35 outfall stabilization locations within the Southern Middle Patuxent watershed, and developed concept plans for 11 sites. Mr. Fleagle managed the team that completed the services.

Howard County Stormwater Facility Inspections; Howard County, MD

Senior Engineer and Quality Control. Mr. Fleagle led the triennial inspection and assessment of stormwater facilities throughout the County. Stormwater inspection services included visual inspection of all above and below ground BMPs, photo documentation, preparation of field reports, preparation of a corresponding Inspection Repair and Maintenance Work Order, as applicable.

Montgomery County MS4-Rock Creek Watershed Assessment; Rockville, MD

Senior Water Resources Engineer. SMC completed an on-site assessment of 10+ miles of streams and 35 site locations for possible restoration, retrofit or new BMPs within the Rock Creek watershed, and prioritized based on total benefit and feasibility. Mr. Fleagle oversaw the team as they completed the assessments.

Wawa Whitemarsh Route 7 and Campbell Boulevard Floodplain Analysis; Rossville, MD

Senior Engineer. SMC completed the floodplain analysis of the effects of a proposed Wawa development on the 2, 10, 100-year storm events on Whitemarsh Run. Mr. Fleagle oversaw the team as they completed the analysis.

Howard County Stormwater Management Facilities - Design, Installation and Maintenance; Howard County, MD

Senior Engineer. Mr. Fleagle managed the design team on a \$1,000,000 contract to treat stormwater runoff on non profit properties. Work included screening available properties to identify viable, cost effective opportunities for treatment and determine the amount of impervious acres to be treated for the total fee. A total of 15 acres of impervious acre credits were provided using an innovative retrofit design of adding a gabion sand filter sandwich to existing detention ponds to provide water quality treatment. SMC also provided permitting, construction and 2-years of aesthetic maintenance and 5-years of function maintenance following construction acceptance.

Lake Lariat High Hazard Dam Emergency Repairs - MDE; Calvert County, MD

Senior Water Resource Engineer / Engineer-in-Charge. SMC completed annual, underwater inspections, EAP updates, EAP tabletop exercises, and repairs of a high hazard dam. Mr. Fleagle managed the annual, underwater quinquennial inspections, EAP updates, EAP Table Top exercise, and repairs of a High Hazard Dam located in Calvert County. He completed design plans and oversaw the construction of the sluice gate and trash rack replacement. He managed a team of engineers and divers to make emergency repairs to the sluice gate and stem where the stem was severely contorted by debris and unable to fully close, lowering the lake by a foot per day. Through a highly coordinated effort, Mr Fleagle's team was able to stop the leak and replace the stem to restore operation for Lake Lariat.

Dannon Garth Pond Renovation; Howard County, MD

Senior Engineer. Mr. Fleagle was responsible for the structural design of a concrete weir wall, pedestrian bridge,

EUGENE FLEAGLE, PE - continued -

and clay core to renovate a failing pond and oversaw the construction. He also performed the H&H computations and prepared all structural and E&SC plans and details.

Columbia Gateway Principal Spillway; Columbia, MD

Senior Engineer. Mr. Fleagle led the slipline repair of a failed 30" CMP principal spillway. The repairs included the design and construction on an emergency spillway concrete weir to meet the MD-378 freeboard requirements. He also oversaw the H&H computations, remediation plans and County approval submissions through the Redline Revision Process for an embankment pond.

City of Gaithersburg Inspection, Reporting, and Maintenance for Underground Stormwater Facilities; Gaithersburg, MD

Senior Engineer. Mr. Fleagle provided oversight of the team and quality control as they completed the underground stormwater facilities inspection, reporting, and maintenance of 2,750 storm drain inlets, StormFilters, Filterrras, underground detention vaults, storm drain filter inserts, oil water separators, and hydrodynamic structures including Baysavers. SMC utilized an automated software program that allows inspection reports with photos documenting actual conditions to be created as the inspections and subsequent maintenance is completed which is all georeferenced to the city GIS asset database.

Montgomery County Stormwater Engineering and Inspections; Montgomery County, MD

Senior Engineer and Lead QC Reviewer. Mr. Fleagle provided technical inspection and engineering services in support of the County Inspection Program. His work included ongoing implementation of an inspection training program, implementation to the QA/QC plan, and preparation of inspection checklists. The team completed visual inspections of above/below ground BMPs, photo documentation, and prepared a field report and corresponding Inspection Repair and Maintenance Work Orders, as appropriate. His work also included annual PE inspections of 6 significant or high hazard dams with monthly monitoring of observation wells and review of CCTV inspections performed on pipes 36" where visual internal inspections were not possible.

Brookdale Pikesville; Pikesville, MD

Senior Engineer. Mr. Fleagle provided oversight to the forensic bioinvestigation to determine the cause of four failed bioretention facilities and berm collapse. His team concluded the bioretention facilities were not filtering as designed due to an impermeable surface soil layer and clogged underdrains. Additionally, the berm likely cause of failure was the wooden level spreaders had warped and caused concentrated flows. SMC is currently under contract for the design of a retrofit for water quality, water quantity and repairs.

Lauren Wirth

Natural Resources, Deputy Director

Ms. Wirth is an environmental professional with 18 years of experience. She is a MD DNR Qualified Professional, with experience performing wetland delineations, forest stand delineations associated with the Forest Conservation Act, Reforestation Law and Roadside Tree Law, Rare, Threatened and Endangered species and habitat surveys, stream assessments, and environmental monitoring.

She is experienced in environmental consulting, land planning, and project management services in both the public and private sector. She has extensive experience leading the preparation of feasibility studies, land planning reports, and civil site design, ensuring compliance with all local, state and federal zoning codes and laws. She often facilitated and lead community outreach meetings and presented projects at local planning commissions and public hearings, with a focus on finding consensus between agency, public and private stakeholders.

Years of Experience: 20

Years with Straughan: 4.5

Education

BS, 2002, Natural Resources Management – Plant and Wildlife Management, University of Maryland

Affiliations

ACEC – Metro Washington
 Maryland Native Plant Society
 Association of State Wetland Managers

Certifications and Training

Wetland Training Institute – Advanced Hydrology Certification (2021)
 SHA Erosion and Sediment Control Certification (Yellow Card) #20-041 (2020)
 MDE Erosion & Sediment Control Responsible Personnel Certification #RPC017429 (2019)
 NAHB Land Development, Site Planning and Zoning Certification (2005)
 Wetland Training Institute Certification Program (2020)
 Army Corps of Engineers Wetland Delineation & Management Program (2005)
 Maryland DNR Qualified Forest Conservation Professional (2004)

Willow Cove Stormwater Management Pond Maintenance | Montgomery County Department of Environmental Protection (DEP) | Montgomery County, MD | 2/2024 - Ongoing | Task Manager

Task Manager responsible for overseeing environmental permitting for maintenance dredging on a county stormwater management pond. Tasks include RTE coordination, wetland and waterway delineations and tree surveys, wetland and waterway permitting, and a forest conservation exemption.

Chalk Point to Hughesville 69kV Transmission Line Project Permitting | Southern Maryland Electric Cooperative, Inc. (SMECO) | Charles County and Prince George's County, MD | 9/2022 - Ongoing | Task Manager

Task Manager responsible for natural resource assessments and permitting within a 7.3 mile utility easement and associated access routes. Tasks include roadside tree surveys, forest stand delineations, and vegetation surveys within the Chesapeake Bay Critical Area. Efforts were made to reduce impacts to wetland and waterway resources and minimize permit impacts, allowing for the project to be permitted as part of MDSPGP-6 as opposed to an individual permit. Tier II permitting, a Water Quality Certification, forest conservation act approvals, and Chesapeake Bay Critical Area permitting and mitigation are included in this project.

Upper Cowhide Branch Stream Restoration | Anne Arundel County | Anne Arundel County, MD | 7/2023 - Ongoing | Task Manager

Task Manager responsible for oversight of natural resource tasks in support of a 2,400 linear foot stream restoration project. Field investigation tasks include a specimen tree survey, broad vegetation survey to map on-site plant communities, a wetland delineation, and a full Forest Stand Delineation. Following the field investigation, tasks included preparation of a Limited Environmental Site Investigation, Forest Stand Delineation, Vegetation Survey Plan, and a Wetland and Waterway Memorandum.

Faulkner Ridge Outfall NRI and Alternatives Analysis | Columbia Association | Howard County, MD | Natural Resources Task Manager and Environmental Scientist

Task Manager and Environmental Scientist responsible for oversight of natural resource tasks in support of efforts to address stream bank erosion and provide water quality treatment with a proposed SWM facility. Tasks include natural resource field investigations, including specimen tree surveys and wetland and waterway delineations.

Autumn Harvest Stream Restoration | Howard County Stormwater Management Division | Howard County, MD | Natural Resources Task Manager

Task Manager responsible for oversight of natural resource tasks associated with approximately 500 feet of perennial stream channel restoration. Tasks include overseeing wetland and waterway permitting and forest conservation and alternative compliance approvals through Howard County.

Temora Pond Retrofit | Howard County Stormwater Management Division | Howard County, MD | Natural Resources Task Manager



Task Manager responsible for oversight of natural resource tasks associated with the retrofit of an existing stormwater management pond. Tasks include natural resource field investigations, including specimen tree surveys and forest stand and wetland and waterway delineations, wetland and waterway permitting, and forest conservation and alternative compliance approvals through Howard County.

Havre de Grace Revitalization | City of Havre de Grace | Havre de Grace, MD | Project Manager

Project Manager responsible for oversight of natural resource and cultural resource tasks and a preliminary environmental review. Tasks include wetland and waterway delineations, critical area tree delineations, Submerged Aquatic Vegetation surveys, and preliminary natural, environmental, cultural, and socioeconomic reviews to inform the NEPA review process.

Wilde Lake Stream Stabilization Design and Permitting | Columbia Association | Howard County, MD | Natural Resources Task Manager and Environmental Scientist

Task Manager and Environmental Scientist responsible for oversight of natural resource tasks in support of 290 linear feet of stream restoration beginning downstream of the Wilde Lake Dam spillway adjacent to the Wilde Lake Loop Trail. Tasks include natural resource field investigations, including specimen tree surveys and wetland and waterway delineations, and associated wetland permitting.

Station Platform Rehabilitation Program 4 – Design Build | Washington Metropolitan Area Transportation Authority (WMATA) | Prince George's County, MD and Washington, DC | Project Manager

Project Manager responsible for oversight of natural resource and cultural resource tasks in support of general maintenance, repair, and improvements to metro stations and bridges at five locations in Maryland and Washington, DC. Tasks associated with this project include wetland and waterway and cultural resource field investigations, agency coordination, wetland and waterway permit preparation. Tasks were critical path elements for a fast-paced Design Build project and were completed ahead of schedule.

Magraders Ferry Living Shoreline | Prince George's County Department of Environment (DOE) | Prince George's County, MD | Environmental Scientist

Magraders Ferry project extends 1,217 linear feet along the Patuxent River on private land to meet Prince George's County TMDL/MS4 permit requirements. Proposed construction includes a vented rock sill, bank grading, upland planting, and 40,625 square feet of tidal marsh creation forming a living shoreline. Tasks include providing QA/QC reviews and other support for the preparation and submission of a Buffer Management Plan and Planting Plan to MNCPPC and Critical Area Commission staff.

South Shores Phase IV Trail Project | Anne Arundel County Government | Anne Arundel County, MD | Natural Resources Task Manager

Task Manager providing oversight of Natural Resource tasks in support of 3.5 miles of a new multi-use recreational trail. Tasks include forest stand and wetland and waterway delineations, roadside tree surveys, and the preparation of Forest Stand Delineation Mapping and a Wetland Memorandum.

Old Cameron Run Trail | A. Morton Thomas for City of Alexandria | Alexandria, VA | Project Manager

Project Manager responsible for natural resources investigations, Section 404/401 permit facilitation, Section 106 coordination, and NEPA documentation for the City's proposed recreational trail along Hoofts Run Drive. Responsibilities include the oversight of wetland delineations and tree surveys and the preparation of wetland impact plates, permit applications, RTE coordination letters, cultural resource coordination, and a NEPA Programmatic Categorical Exclusion.

Isha McKnight, MS, PWS

Environmental Scientist

Ms. McKnight is a versatile environmental scientist with experience in multiple areas, including Section 404/401 permitting, water quality data collection, wetland and forest delineations, macroinvertebrate sampling, stream surveys, geomorphic assessments, and mitigation site monitoring. Prior to her time at Straughan, Ms. McKnight conducted urban tree surveys and Ash tree inventories for the Maryland Department of Natural Resources- Forest Service. She has a working knowledge of Trimble GPS and ArcGIS mapping software.

Years of Experience: 9 years

Years with Straughan: 6 years

(Starting Date: October 2017)

Education

MS, 2013, *Environmental Science*, Towson University
 BA, 2011, *Geography, Minor- Biological Science*,
 University of Maryland Baltimore County

Certifications and Training

- Professional Wetland Scientist (PWS)-2023 (#37201)
- Hazwoper 24 Hour Certification- 2023 (NHF-1697478944-4838-6511)
- NC State River Course 201- Natural Channel Design Principles
- NC State River Course 101- Stream Morphology Assessment
- DNR Qualified Professional-2021
- DNR Qualified Professional Training-2020
- Maryland Biological Stream Survey (MBSS)-Spring Training 2018, 2020, 2022, 2023
- MBSS Benthic Macroinvertebrate Sampling Certification
- MBSS Physical Habitat Assessment Certification
- Rutgers Identification of Wetland Plants in Winter-2019
- Virginia Inspector for Erosion and Sediment Control Training- 2018
- SHA Yellow Card Certification Course-2018 (#18-425)
- MOE Erosion & Sediment Control Responsible Personnel Certification (Green Card)-2018 (#RPC012201)
- Wetland Delineation Training w/ Emphasis on Soils and Hydrology- 2018
- Stream Habitat Assessment Workshop- 2018
- WMATA Road Worker Protection Training

68th Street Dump Superfund Site – Remedial Stream Bank Stabilization Design | Environmental Protection Agency (EPA) | Baltimore County, Maryland | 5/2019 – Ongoing | Environmental Scientist

This EPA Superfund site encompasses over 200 acres of mainly forested land in Baltimore County and The City of Baltimore, with more than 100 acres consisting of streams and wetlands. The wetlands and floodplains were used as a dump for both solid and liquid municipal, industrial, and commercial waste between the 1940s and early 1970s. Ms. McKnight is responsible for supporting agency submittals, conducted the forest stand delineation of the entire site, conducted a verification of the previous wetland delineation, and conducted a tidal wetland and waterway delineation. She also assisted with preparing planting plans, specifications, and the Forest Stand Delineation map and report for submission to the EPA. She currently serves as the onsite landscape inspector.

Baltimore City Forest Management Plans | Baltimore City Forestry Division | Baltimore, MD | 2022 - 2023

Environmental Scientist responsible for forest data collection efforts including, but not limited to, forest stand delineation plots, sapling/seedling surveys, invasive species surveys, and forest edge health determinations. Performed QAQC of forest management plans.

Roadway Design – Drainage Investigation Environmental Permitting | District Department of Transportation (DDOT) | 2020 – 2023 | Washington, DC. Environmental Scientist and task manager responsible for environmental permitting in support of the rehabilitation of two culverts located in Northwest Washington, DC. Responsible for conducting field investigations to identify wetlands and waters of the U.S. and providing a wetland investigation memorandum summarizing the results of the field investigation. Also surveyed trees with a diameter at breast height (DBH) of 4 inches and greater on NPS property and surveyed trees with a DBH of 14 inches and greater on all other property. Conducted a comparative evaluation of the existing stream channel at each site and the proposed design conditions following the EPA's Rapid Bioassessment Protocol (RBP) Habitat Assessment for High Gradient Streams. Responsible for preparing NPS Special Use Permits for field investigations and construction. Prepared and obtained a Water Quality Certification from DOEE. Prepared a Wetland Permit Application and wetland impact plates for submission to DOEE and USACE and obtained a permit authorizing the proposed work. Prepared a planting plan for the Culvert 43C repair site.

Prince George's County Living Shoreline | Prince George's County Department of Environment (DOE) | 2017 – Ongoing | Environmental Scientist

Environmental Scientist and task manager responsible for desktop analysis and field delineation of tidal wetlands, tree survey, permitting, planting plan development, and coordination with Critical Area for Prince George's TMDL/MS4 permit requirement goals with respect to living shoreline stabilization. Responsibilities include agency coordination with Maryland Department of Natural Resources – Wildlife Heritage Service (DNR-WHS), DNR-WHS Waterfowl Program Manager, DNR – Environmental Review Program (DNR-ERP), Maryland Historical Trust (MHT), United States Fish and Wildlife Service (USFWS), National Marine Fisheries Service – Habitat



Conservation Division (NMFS-HCD), and NMFS – Protected Resources Division (NMFS-PRD). Responsible for coordination with the Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (CAC) including the development of a Buffer Management Plan, Planting Plan, and Living Shoreline Mitigation Calculator. Responsible for preparation of nontidal wetland permit application and supporting materials.

Cedar Haven Shoreline Stabilization | Prince George's County Department of Environment (DOE) | 2017 – Ongoing | Environmental Scientist

Environmental Scientist and task manager who supported the preparation of a tidal wetland permit application and supporting materials for submission to the USACE, Maryland Department of the Environment (MDE), and Maryland Board of Public Works (BPW); coordination with the state-level Critical Area Commission for the Chesapeake and Atlantic Coastal Bays (CAC) including the development of a Buffer Management Plan, Planting Plan, Living Shoreline Mitigation Calculator, public notification, and compiling public comments; preparation of materials for and participation in agency review meetings. Other responsibilities for the project included desktop analysis and field delineation of tidal wetlands and waterways, tree survey, and agency coordination with DNR – Wildlife Heritage Service (DNR-WHS), DNR-WHS Waterfowl Program Manager, DNR – Environmental Review Program (DNR-ERP), Maryland Historical Trust (MHT), United States Fish and Wildlife Service (USFWS), NMFS – Habitat Conservation Division (NMFS-HCD), and NMFS – Protected Resources Division (NMFS-PRD). The Cedar Haven project extends 710 linear feet along the Patuxent River on public park property to meet Prince George's County Total Maximum Daily Load (TMDL)/Municipal Separate Storm Sewer System (MS4) permit requirements. Straughan proposed construction of a vented rock sill, bank grading, upland planting, and 14,481 square feet of tidal marsh creation forming a living shoreline. Additionally, she is responsible for 5 years of annual monitoring. Isha conducted annual field investigations during the growing season to estimate the success of native species in the marsh creation area and identify factors that may limit establishment of wetland vegetation. Investigations also include the evaluation of stream structures. She conducted post-storm field investigations following a major storm event. She is responsible for managing, analyzing, and organizing field data and for preparing the annual monitoring memorandum for MDE and USACE which includes the current condition of the shoreline stabilization work as well as remediation recommendations.

Oakwood Road and Old Mill Boulevard Roundabout Permitting | Mead & Hunt/ Department of Public Works | Anne Arundel County, MD.

Environmental Scientist and task manager responsible for the roadway project's environmental permitting. This permitting work includes Maryland Roadside Tree Law (RTL) compliance, and resource verifications under the Maryland Forest Conservation Act. During the field investigation 81 trees were surveyed. Within the ROW of Oakwood Rd and Old Mill Blvd, 21 trees are impacted for permitting under the RTL and replacement mitigation. The work protected an existing Forest Conservation Easement under the FCA.

Oxon Run No. 8 SWM Facility Retrofit and Stream Restoration | Clean Water Partnership (CWP) | Prince George's County, MD | 2022 – Ongoing | Environmental Scientist

Environmental Scientist and task manager in support of the delineation of forests, non-tidal wetland and waterways and a tree survey. Responsibilities included the preparation of the Joint Permit Application, impact plates, and supporting materials for submission to the USACE and MDE; coordination with M-NCPPC on the development of a Natural Resources Inventory (NRI) and Type 2 Tree Conservation Plan (TCP2). Other project tasks included desktop analysis and agency coordination with DNR-WHS, DNR-ERP, MHT, and USFWS. The CWP is proposing approximately 900 linear feet of stream restoration and a retrofit of an existing stormwater management (SWM) facility to provide water quality treatment for the Oxon Run project.

Owens Road Stream Restoration | CWP | Prince George's County, MD | 2023 – Ongoing | Environmental Scientist

Environmental Scientist and task manager in support of the delineation of forests, non-tidal wetland and waterways and a tree survey for an MS4/TMDL project. Responsibilities include the preparation of the Joint Permit Application, impact plates, and supporting materials for submission to the USACE and MDE; coordination with M-NCPPC on the development of a Natural Resources Inventory (NRI) and Type 2 Tree Conservation Plan (TCP2). Other project tasks included desktop analysis and agency coordination with DNR-WHS, DNR-ERP, MHT, and USFWS. The CWP is proposing approximately 2,200 linear feet of mainstream channel restoration and approximately 175 linear feet of outfall restoration.

Branch Avenue Park Stream Restoration Project | Actaeon/District of Columbia Department of Energy and the Environment | Washington, DC | 2019 | Environmental Scientist/ Task Manager

Environmental Scientist and task manager in support of the stream restoration project along an unnamed tributary to Oxon Run. Responsible for conducting the natural resources inventory, preparing field maps and permit support. Tasks included identifying and



delineating wetlands, waters of the U.S. and identifying special and heritage trees within the study area. Other responsibilities include preparing the wetland delineation report, interpreting the survey data, creating a map depicting the results of the natural resources assessment, joint permit application, and agency coordination.

JUSTIN SEIGEL

Construction / Operations Manager

Mr. Seigel manages SMC's construction estimating, project management and field operations as Director of Construction. He has 16 years of experience in stream restoration, wetland construction, and stormwater facility maintenance and retrofits. He has managed the construction of major stream restoration projects, wetland construction projects, and stormwater management projects with the Montgomery Co. DPW and Dept. of Environmental Protection, and has overseen stormwater retrofit projects with Howard Co. Stormwater Management Division of the Bureau of Environmental Services.

PROJECT EXPERIENCE

Eccleston Mitigation Bank Construction & Wetland Restoration Design-Build; Baltimore County, MD

Project Manager. Mr. Seigel managed the construction of the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave and served as the main point of contact for the client. SMC crews have completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard County On-call Stormwater and Stream Restoration Construction Design-Build; Ellicott City, MD

Project Manager. SMC was awarded an ongoing contract to conduct the construction of environmental restoration projects as part of the County's capital improvement process. The projects specifically focus on stormwater BMP and stream restoration construction, including dredging and replacing failing stormwater pond discharge infrastructure, construction of new stormwater BMPs, stream bank stabilization, stream channel realignment and restoration, and vegetative plantings. Mr. Seigel is managing the project and overseeing coordination with several design engineers to provide constructability analysis and cost estimates, and construct the projects in place once permitted and approved by the client.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Project Manager. Mr. Seigel has been the main point of contact for the client and head of community outreach, and also as provided oversight to the construction crew as they completed constructability reviews, and prepare for upcoming construction.

Maryland Food Center Authority Design-Build; Jessup, MD

Project Manager. Mr. Seigel has been the main point of contact for the client and oversees the construction crew as they completed constructability reviews and commentary, and will manage the next phase of construction services.

BGE Outfall Stabilization; Multiple Locations, MD

Project Manager. Mr. Seigel was the main point of contact for KCI Technologies, Inc. and the

EDUCATION

Bachelor of Arts, Government and Politics (Environmental Policy), University of Maryland at College Park, 2012.

Stream Morphology Assessment, NC State University River Course 101.

Natural Channel Design Principles, NC State University River Course 201.

CERTIFICATIONS

OSHA 30-Hr Training

Erosion and Sediment Control (Green Card), Maryland.

Erosion and Sediment Control (Yellow Card), Maryland SHA.

Traffic Control Manager (Orange Card), MDE/SHA.

PFA Certification, MDA.

Responsible Land Disturber, Virginia.

Commercial Driver's License, Class A, Maryland.

JUSTIN SEIGEL

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client, and oversaw the site assessment, constructability review of proposed design, site erosion and sediment control, implementation of repair measures, and site stabilization when SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services.

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; ; Arnold, MD

Project Manager. Mr. Seigel is the main point of contact for the client. SMC crews completed the stream restoration installation of 550 LF of stream. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection. SMC coordinated with an oncall archaeologist to verify that no human remains were disturbed.

Double Pipe Creek Stream Restoration; Frederick County, MD

Project Manager. SMC is completing the restoration of an unnamed tributary including a stream cattle crossing, culvert replacements at driveway/farm equipment crossings, modification of the existing stream channel to reduce severe bank stress, and installation of riparian buffer plantings along the stream corridor. Mr. Seigel is responsible for management of the entire project and direct contact with the client, as needed.

Woodend Sanctuary Stream Restoration; Chevy Chase, MD

Project Manager. Mr. Seigel managed the team and was in contact with the client as SMC completed the construction of 1,400 LF of a step pool stormwater conveyance and has been recognized in various news channels for the exceptional work completed on this project. Design plans called for the installation of a step pool conveyance system to facilitate the flow of stormwater on the sanctuary property and reduce channel erosion currently occurring during storm events. Additional ESD practices such as micro-bioretenment and bioswale facilities and pervious pavers were constructed to treat additional impervious surfaces. Project features included creation of a large trail, installation of pedestrian bridges and boardwalks, and other trail infrastructure.

Mellen Court Stream Restoration; Howard County, MD

Project Manager. Mr. Seigel manages the team and is in direct contact with the County as SMC leads the stream restoration construction of Mellen Court, involving: floodplain excavation and grading, installation of stream structures such as riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, erosion and sediment control, and landscape services.

Englandtowne Stream Repair; Frederick County, MD

Project Manager. Mr. Seigel managed the team and was in direct contact with the County as SMC led the Englandtowne stream repair construction which included: temporary access road, buried log placement, bed stability material, riprap slope and channel protection, and deer protection black plastic mesh landscaping services.

Old Willow Way Stream Rehabilitation; Howard County, MD

Project Manager. SMC completed construction of the restoration of a headwater tributary to the Little Patuxent River. A channel realignment with natural stream restoration techniques upstream of an existing arch culvert as part of a park's path system. Mr. Seigel managed the crews as they established a temporary matted road along the sensitive stream buffer for access, and channel geometry and grade control with a series of riffle/pool systems; imbricated riprap step pool weirs, riffle grade control structures, rock toe bank protection, and floodplain benches.

BRUCE BOWMAN

Superintendent

Mr. Bowman is a Construction Superintendent with more than 30 years of relevant field construction experience - the past 12 of which have been focused on ecological construction, specifically to stream restoration and BMP installation. His responsibilities include overseeing the on-site crews; managing all materials imported and exported to the site; tracking equipment, labor, and materials; and coordinating with project management staff to ensure our projects are completed on time and within budget. Mr. Bowman's vast portfolio of work experience provides him with the knowledge and experience to complete any project.

PROJECT EXPERIENCE

Eccleston Mitigation Bank Construction & Wetland Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman oversaw crews as they completed the construction of the Eccleston Mitigation Bank adjacent to the intersection of Greenspring Valley Rd and Park Heights Ave. He was in daily contact with the Project Management Team and the client. SMC crews completed the construction of 10,000 LF of floodplain excavation restoration and 19.5 acres of wetland restoration and creation of a mitigation bank located in the upstream portion of the Jones Falls watershed, including the installation of 15,000 wetland and upland trees and shrubs.

Howard Co. On-call Stormwater & Stream Restoration Construction Design-Build; Howard County, MD

Superintendent. SMC crews are responsible for on-call pond retrofit and stream restoration services. Mr. Bowman has overseen the construction crews for the duration of this project, responsible for daily scheduling, supervising activities and tasks, and ensuring the crew's safety and site regulation compliance.

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA

Superintendent. Mr. Bowman was responsible for constructability comments and review and will provide oversight as the crews prepare for upcoming construction.

BGE Outfall Stabilization; Multiple Locations, MD

Superintendent. Mr. Bowman managed the construction crews in this contract where SMC joined KCI Technologies, Inc.'s team as they provided outfall stabilization design and construction services.

Bear Cabin Branch Stream Restoration Design-Build; Harford County, MD

Superintendent. The scope of work included 2,400 LF of stream restoration. that consisted of log vane, toe wood, and riffle structures. Mr. Bowman supervised the crew during the E&S installation, pump arounds, extensive flood plain and channel grading, imbricated rip rap wall installation, riffle grade control, stabilization, and planting.

EDUCATION

Diploma, Dallastown Area High School, 1988.

CERTIFICATIONS

OSHA Confined Space Certification

OSHA 10-Hour Construction Training

State of Maryland Responsible Personnel Certification

CPR / First Aid

BRUCE BOWMAN

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Bee Tree Run Stream Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman supervised the stream restoration, and installation of toe wood, log vane, and riffle construction, totaling 2,400 LF in length.

Shapiro Stream Restoration Design-Build; Baltimore County, MD

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the installation of log vane and toe wood structures, approximately 2,700 LF in length.

First Mine Stream Restoration Design-Build; Harford County, MD

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the toe wood, log vane, and riffle structures. The scope of work included extensive flood plain grading pond retrofit and impalement installation.

Fair Hill Nature Center Parking Lot Retrofit and Stream Restoration; Elkton, MD

Superintendent. SMC completed 600LF of stream restoration and concrete bridge repair; and parking lot retrofits to provide stormwater treatment for previously untreated impervious surfaces that discharge to Big Elk Creek. The scope included E&S installation, existing structure and asphalt demolition, installation of pervious pavers, construction of 2 bioretention facilities, a submerged gravel wetland, 3 RSC systems, and dry meadow forebay system. SMC completed asphalt installation, site stabilization, and landscaping to complete the restoration. Mr. Bowman oversaw the crew for the duration of the project. He was responsible for daily scheduling, supervising all activities, and ensuring the crew's safety and site regulation compliance.

Mellen Court Stream Restoration; Howard County, MD

Superintendent. Mr. Bowman currently oversees the team as SMC leads the stream restoration construction of Mellen Court, involving: floodplain excavation and grading, installation of stream structures such as riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, erosion and sediment control, and landscape services.

Roland Run Stream Restoration; Towson, MD

Superintendent. Mr. Bowman oversaw the on-site crew as they completed construction services for 1,025 LF of stream restoration. Work was conducted within a neighborhood park and behind homes. Because of this, public safety was a top priority throughout the duration of the project.

Great Seneca Stream Restoration; Gaithersburg, MD

Superintendent. SMC completed 1,840 LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation & grading, stabilization, and planting. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Old Willow Way Stream Rehabilitation; Howard County, MD

Superintendent. SMC recently completed construction of the restoration of a headwater tributary to the Little Patuxent River. The project involved a channel realignment with natural stream restoration techniques upstream of an existing arch culvert that is part of a park's path system. Mr. Bowman oversaw the crews as they established a temporary matted road

BRUCE BOWMAN

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along the sensitive stream buffer for access, and channel geometry and grade control with a series of riffle/pool systems. Techniques applied included imbricated riprap step pool weirs, riffle grade control structures, rock toe bank protection, and floodplain benches.

Catonsville Park Stream Restoration; Catonsville, MD

Superintendent. The scope of work included the stream restoration of approximately 1,700 LF of stream. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of site regulations.

McGuirk Wetland Mitigation; Harford County, MD

Superintendent. Mr. Bowman oversaw the crews as they conducted the wetland mitigation of approximately 4 acres of impoundments, constructed manipulation of unnamed tributary, and extensive flood plain grading.

Bynum Run Stream Restoration; Harford County, MD

Superintendent. The scope of work included the pump around of an 18" pump; and installation of J Hook and Rock Vane structures, a concrete bridge demo and Ford crossing installation approximately 2,800 LF in length. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Little Creek Stream Restoration; York County, PA

Superintendent. Mr. Bowman was responsible for overseeing the crews as they completed the braided channel extensive flood plain grading, approximately 1,300 LF in length.

Little Antietam Creek Stream Restoration; Washington County, MD

Superintendent. Mr. Bowman oversaw the crews as they conducted tasks involved with stream restoration, installation of toe wood, riffle, and imbricated rock vane structures, approximately 2,800 LF in length.

Veterans Park Stream Restoration; Cecil County, MD

Superintendent. SMC was responsible for the stream restoration riffle, toe wood, and log vane structures, approximately 1,400 LF in length. Mr. Bowman oversaw the on-site crew for the duration of this project. He was responsible for daily scheduling, supervising all activities and tasks, and ensuring the safety of the crew and compliance of the site regulations.

Ring Factory Elementary School Pond Retrofit and Stream Restoration; Harford County, MD

Superintendent. SMC was responsible for 2 pond retrofits and stream restoration imbricated step pools, 1,000 LF in length.

MAURICE CHIODA

Superintendent

Mr. Chioda is Construction Superintendent with 12 years of relevant field construction experience focused specifically on ecological construction where he has focused on stream restoration and BMP installation. His responsibilities include overseeing the on-site crews, managing all materials being imported and exported to the site, tracking equipment labor and materials, and coordinating with project management staff to ensure our projects are completed on time and within budget. Mr. Chioda also has experience in restoration design elements and as an avid fly fisherman and conservationist, he understands the movement of earth and water to improve water quality and produce more critical natural habitat elements in a project.

PROJECT EXPERIENCE

Asbury Broadneck United Methodist Church Stream Restoration Design-Build; ; Arnold, MD Superintendent. The scope included E&S, water management, channel grading, imbricated walls, pedestrian bridge installation, regenerative stormwater conveyance channel with multiple cascade/pool sequences, and log toe protection of 550 LF of stream. SMC coordinated with an oncall archaeologist verify that no human remains were disturbed. Mr. Chioda installed and oversaw the stream restoration, water management, grading, repairs, site excavation and stabilization.

Double Pipe Creek Stream Restoration; Frederick County, MD

Construction Foreman. SMC is completing the restoration of an unnamed tributary including a stream cattle crossing, culvert replacements at driveway/farm equipment crossings, modification of the existing stream channel to reduce severe bank stress, and installation of riparian buffer plantings along the stream corridor. Mr. Chioda oversees the crews on a daily basis and is in contact with the Project Management Team.

DNR Albert Powell Fish Hatchery Stream Restoration; Hagerstown, MD

Superintendent. SMC was responsible for the construction of an imbricated wall to stabilize a stream bank that supports the entry road to Albert Powell Hatchery. Mr. Chioda oversaw the crews as they completed the stream restoration services and was in contact with SMC's project manager and the client on a daily basis.

Woodend Sanctuary Stream Restoration; Chevy Chase, MD

Superintendent. SMC completed the construction of 1,400 LF of a step pool stormwater conveyance at the Woodend Sanctuary and has been recognized in various news channels for the exceptional work completed on this project. Design plans called for the installation of a step pool conveyance system to facilitate the flow of stormwater on the sanctuary property and reduce channel erosion currently occurring during storm events. Additional ESD practices such as micro-bioretenment and bioswale facilities and pervious pavers were constructed to treat additional impervious surfaces. Additional project features included creation of a trail throughout the property, installation of pedestrian bridges and boardwalks, and other trail infrastructure. Mr. Chioda oversaw crews as they completed the work for the full duration of the project, and was in daily contact with the management team and client, as needed.

EDUCATION

Diploma, Cartiers Valley High School, 1980.

CERTIFICATIONS / LICENSES

OSHA 30-Hour Construction Training

MDE Responsible Personnel Certification

MAURICE CHIODA

- continued -

Cabin Branch Stream Restoration; Boyds, MD

Superintendent. The scope of work included the E&S installation, pump arounds, channel grading, imbricated rip rap wall installation, riffle grade control, stabilization, and planting for 250 LF of stream. Mr. Chioda installed and oversaw the crews during the stream restoration for all associated tasks listed above.

Laurel Woods Stream Stabilization; Hershey, PA

Construction Foreman. The scope included construction of a sewer line protection system that included multiple sections of imbricated riprap wall totaling 130+ LF, 4 in-stream grade control structures, and rock toe protection. Two failing pipe stormwater pipe crossings were replaced with 36" CMP and bouldered headwall/endwall protection. Two low-flow stream crossing fords were installed to ensure long term access to the site. Installation and removal of a temporary stream crossing and access roads, installation and removal of E&SCs, bank grading, stabilization and matting, and landscape installation.

Ovid Hazen Outfall Stabilization - MNCPPC; Montgomery County, MD

Construction Foreman. SMC was responsible for the stabilization of an existing pond outfall, and creation of emergency spillway, and 200+ LF of new stream channel. Major tasks included mass and fine grading, installing rock cross vane structures, and creating a stream channel to handle discharge from an existing pond that required retrofit. Mr. Chioda installed and oversaw stream restoration, outfall stabilization, grading, rip rap install, repairs, stabilization and planting.

Broadneck Park Stormwater Pond Retrofit; Annapolis, MD

Superintendent. SMC completed the retrofit of an existing dry stormwater pond into an extended shallow detention pond for water quality credit on park grounds near ball fields and other recreational sites. Mr. Chioda oversaw the crews during these stormwater services and was in direct contact with the management staff and client as needed to ensure all components of the project were on schedule and within budget.

Fallston Library Stormwater Facility Retrofit; Fallston, MD

Superintendent. Stormwater retrofits involve upgrading older facilities to add water quality treatment and enhance habitat and aesthetics with landscaping. SMC completed construction of a library where the retrofit upgraded an outdated detention facility with a bioretention facility that included a forebay, infiltrating bioretention planting bed with herbaceous plantings, and a concrete outfall weir and cutoff trench that replaced an aging riser/barrel structure.

North Point State Park Main Parking Lot Retrofit; Edgemere, MD

Construction Foreman. Services included a stormwater retrofit of an existing parking lot including installation of 25,000SF of permeable pavers in parking stalls, the underdrain system including pipe, cleanouts, and stone, and installation of subgrade and asphalt in driving lanes.

Medstar Harbor Hospital Green Infrastructure; Baltimore, MD

Superintendent. Mr. Chioda oversaw crews as they completed a parking lot BMP retrofit and removed and disposed of concrete in conflict with the installation and construction of the approved plans. Crews completed compaction of area disturbed by tank removal, installed liner, and added color additive to the concrete mix for the cast in place retaining walls.

JOHN BEICHLER, PLS

Professional Land Surveyor

Mr. Beichler has 19 years of experience in land surveying, specifically boundary, topography, record plats, legal descriptions, ALTA/NSPS land title surveys, construction layout, as-builts, elevation certificates, and location drawings. He has researched, performed, processed, reviewed and overseen many land surveys throughout Maryland. As a professional land surveyor, John applies his exceptional knowledge to challenging survey and stormwater assignments that includes direct client contact and support, estimating, stormwater inspections, proposal generation, and coordination of the work execution. Mr. Beichler works closely with project foremen in scheduling stakeout of erosion and sediment control (ESC), instream structures, grading, and as-builts. He prepares computations for stakeout and provides necessary offsets and benchmarks in the field to assist in construction. Mr. Beichler supervises all stages of the surveying process including aerial pictures and videos, as-built topographic surveys of all instream structures and grading; information processing and the overlay onto construction documents to prepare redlined plans.

PROJECT EXPERIENCE

White Rose Motorcycle Club - Codorus Creek Stream Restoration Design-Build; York County, PA
Lead Surveyor. SMC was responsible for leading the design/build effort, specifically community outreach, initial data collection, design oversight, and constructability reviews during this phase of the project. Mr. Beichler oversaw all survey services associated with this project.

Maryland Food Center Authority Design-Build; Jessup, MD

Lead Surveyor. Mr. Beichler oversaw all survey services associated with this design-build project where SMC has been responsible for providing stream restoration services that include initial data collection, design oversight, constructability reviews, and upcoming construction.

Howard County On-Call Stormwater Management and Stream Restoration Construction Design-Build; Clarksville, MD

Lead Surveyor. Mr. Beichler performed survey computations for the construction layout and ESC layout for this on-call contract.

Howard County Mellen Court Stream Restoration Construction; Howard County, MD

Lead Surveyor. Mr. Beichler completed the surveys for this project that involved floodplain excavation and grading, stream structure installation (riffle grade controls, embedded logs, wood toe protection, stone toe protection, log rolls, wetlands, ESC, and landscaping).

Roland Run Stream Restoration; Towson, MD

Lead Surveyor. Mr. Beichler oversaw the survey crew during this project where SMC completed construction services for 1,025 LF of stream restoration within a neighborhood park and behind private homes. Public safety was a top priority throughout the duration of the project.

Emmord Branch Stream Restoration; Harford County, MD

Lead Surveyor. Mr. Beichler led all survey services for this project where SMC installed a stormwater treatment bar to improve water quality, headcut stabilization, and restoration of

EDUCATION

Associates
Degree, Technical
Professional, 2009

CERTIFICATIONS/ LICENSES

Professional
Land Surveyor,
Maryland (#21707)

SHA approved
Stream Restoration
As-Built Inspector

JOHN BEICHLER, PLS

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975 LF of stream channel of an unnamed tributary to Emmord Branch located on County School property.

Great Seneca Stream Restoration; Gaithersburg, MD

Lead Surveyor. SMC was responsible for 3,000 LF of stream restoration on two separate reaches. Services included E&S installation, pump arounds, channel grading, clay block installation, riffle grade control, plunge pools, rip rap cascade step pools, site excavation & grading, stabilization, and planting. Mr. Beichler oversaw all survey services.

Dead Run Tributary Stream Restoration; Baltimore County, MD

Lead Surveyor. Mr. Beichler completed drafting for the stream restoration associated with this project.

Maryland Food Center Authority MS4 Consulting Services; Jessup, MD

Lead Surveyor. SMC was responsible for the topographic stormwater management pond survey and analysis for this project. Mr. Beichler led the team in collecting field data, processing information, and calculating volumes to compare with original design plans.

Howard County Michaels Way Stormwater Drainage Improvements; Ellicott City, MD

Lead Surveyor. Mr. Beichler completed the survey components of this project that ultimately has included the installation of 1600 LF of reinforced concrete pipe ranging from 15" to 36" in diameter, terminating at a poured in place concrete end wall and class 1 riprap outfall protection to an existing stream channel. This project involves working with existing utilities and relocating water mains including numerous service connections.

Peter Pan Run Residential Stormwater Pond Retrofits - Frederick County; Urbana, MD

Lead Surveyor. SMC was responsible for the pond topographic surveys for the retrofits of 15 existing dry ponds into extended detention wet ponds. Mr. Beichler performed the as built topography and the construction layout and as-built surveys and plans.

Sparks Road Farm Pond Survey Services - Richardson Engineering, LLC; Baltimore County, MD

Lead Surveyor. SMC was contracted to perform a topographic survey and complete a site map of an existing farm pond. Mr. Beichler was responsible for leading the team as they completed the survey which included embankment, principal spillway, emergency spillway, and basin and inflow locations.

Tributary of Paint Branch and Back Branch Survey Services - WSP; Prince George's County, MD

Lead Surveyor. SMC provided an existing topographic survey of a 2,000LF tributary to Paint Branch and 1,000LF of the mainstream, located on USDA property near Cherry Hill Road. Another 4,000LF of existing stream channel was surveyed at Back Branch located near Brown Station Road. Mr. Beichler was responsible for leading the team in collecting field data, processing information with AutoCAD & Carlson Software and delivered a Microstation file using the state ProjectWise system and SHA workspace.

Marley Creek Ruth Eason School Survey Services - Gannett Fleming; Anne Arundel County, MD

Lead Surveyor. SMC was contracted to complete the topographic and boundary survey of existing stream channel. Mr. Beichler led the team in collecting field data, processing information, and communicating with the client.

PROJECT APPROACH

At SMC, our in-house design-build group brings together a diverse group of professionals with extensive experience in stream restoration, ecological design, and construction. Our team includes experts in natural resources, hydrology, geomorphology, hydraulics, and construction management. We have a proven track record of successful stream restoration projects and a collaborative approach that ensures all aspects of the project are carefully considered and executed. Our unique ability to complete the project in-house from start to finish offers several advantages:

- **Streamlined Communication** - Because our design and construction teams working together under one roof, communication is more efficient. This helps to prevent misunderstandings, reduces errors, and ensures the project stays on schedule and within budget.
- **Faster Project Delivery** - Our team delivers projects faster than traditional design-bid-build approaches. We spend less time coordinating between separate design and construction firms, and decisions can be made promptly.
- **Quality Control** - Engineers and construction management work closely together through the entire project lifecycle to ensure the design intent is carried through to the finished project, leading to a higher-quality result.
- **Innovation and Collaboration** - Engineers and construction management collaborate to develop creative solutions to project challenges, leading to better outcomes for our clients.
- **Sole Responsibility** - There is a single point of contact responsible for the project. This simplifies the project management process for clients, as they only need to communicate with one team throughout the project.

We have extensive experience working collaboratively on stream restoration and stormwater management projects. SMC has successfully completed projects of similar scope and complexity, demonstrating our ability to deliver high-quality results on time and within budget.

The stream restoration projects at Glenwood and West Glenwood Avenues aim to stabilize the erosive nature of each reach, restore ecological integrity, enhance water quality, and improve overall stream health. Each reach will have specific restoration techniques tailored to address site-specific conditions and achieve project objectives.

The Glenwood Avenue reach (approximately 450 LF) will focus on restoring the natural channel morphology of the channel through floodplain reconnection. Reconnecting the floodplain on the north side of the stream will naturally pull the stream away from the structures along the south bank, resulting in a stable slope. The reconnection process will involve excavating to reestablish the connection between the stream and its historic floodplain, which allows the stream to access its natural floodplain during high-flow events. Floodplain reconnection increases the channel's hydraulic capacity, encouraging myriad benefits, including stable velocities to reduce erosion, improved water quality, enhanced biodiversity, groundwater recharge, and climate change resilience.



As with any design approach, constraints must be identified and mitigated. Determining which trees to save and remove will be a vital consideration in this project. Existing tree health and location will be assessed by a certified arborist, which will inform the most beneficial alignment for the channel. Woody debris that would otherwise be removed from the site will be salvaged and incorporated into the design to the maximum extent practicable.



The West Glenwood Avenue reach (approximately 300 LF) will feature a regenerative stormwater conveyance (RSC) system designed to manage stormwater runoff and reduce erosion. Although this approach is labeled as a stormwater practice, the reach at West Glenwood Avenue resembles an outfall with baseflow - a project approach SMC is well accustomed to. RSCs consist of a series of shallow pools and riffles that reduce velocities, allowing sediment and pollutants to settle out, mimicking the natural hydrology of a site by capturing and treating stormwater. The sandy bed material helps to absorb and filter the water, reducing the volume and improving the quality of runoff before it is discharged into the Tred Avon. An RSC system will hydrologically connect ground- and surface water, reduce sediment and pollutant loads, mitigate the current incision, and promote a stable channel.



Effective communication with property owners is essential for the success of stream restoration projects. We understand the Town of Easton is taking the lead with the community. Our team has a strong track record of engaging with property owners, addressing their concerns, and ensuring they are informed and involved throughout the project. SMC is more than willing to serve as a resource for community engagement, if called upon. We understand the importance of building and maintaining positive relationships with all stakeholders in a project.

As with any project, there are potential risks to overall project success. Our team has extensive experience identifying and mitigating those risks throughout the project lifecycle.

- **Permitting and Regulatory Approval** - To avoid delays in obtaining permits or regulatory approvals that could impact project timelines, our team aims to start the permitting process early and maintain open communication with regulatory

agencies to expedite approvals.

- **Weather Delays** - Unforeseen weather conditions, such as heavy rainfall or extreme temperatures, could impact construction activities. Our team actively monitors weather forecasts and implements flexible construction schedules to minimize delays.
- **Site Conditions** - Unknown site conditions, such as buried debris or unstable soil, could necessitate additional excavation or stabilization measures. Our team will conduct thorough site investigations during the design process and have contingency plans in place to address unforeseen conditions during the construction phase.
- **Material Availability** - Availability of construction materials could impact project timelines. We identify alternative suppliers and materials to reduce the risk of delays.

Upon completion of the construction phase of the project, ongoing monitoring will be essential to ensure the effectiveness of the stream restoration efforts. Monitoring will include three (3) separate assessments of stream conditions, water quality, and habitat health. Regular monitoring will help ensure the long-term success of the project and the health of the restored reaches.

This stream restoration project represents a significant opportunity to enhance the ecological health of the area, promote stabilization, and create a more resilient natural environment. Through careful planning, design, and implementation, SMC aims to deliver a successful project that benefits both the environment and the community.

SCOPE OF SERVICES AND WORK PLAN

Based on the above, SMC proposes to perform the following work one time for both the Glenwood and West Glenwood stream reaches. SMC assumes all permitting associated with each reach will be achieved concurrently.

PHASE I - ENGINEERING

Environmental Review / Natural Resources

1. SMC will obtain and review publicly available natural resources information and utilize the information to inform field investigation tasks and documentation.
2. SMC will initiate the U.S. Fish and Wildlife Service (USFWS) IPaC process for federal rare, threatened and endangered (RTE) species agency coordination. We will submit letters to the Maryland Department of Natural Resources (DNR) and request feedback regarding state listed species.
3. SMC will initiate coordination with Maryland Historic Trust (MHT) and provide additional information for MHT to make an effects determination. Results of the above RTE and MHT coordination will be included within the Natural Resource Memorandum, below. SMC assumes a determination of "No Effect" will be received and no additional coordination, surveys or management plans will be required. SMC also assumes no historical properties are in the project areas.
4. The SMC Team will conduct a field investigation to perform a wetland and waterways delineation following the procedures for identifying jurisdictional wetlands and other "waters of the US" (WUS), as detailed in the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
 - a. Delineations include identifying areas that satisfy the following three wetland criteria: hydric soils, hydrophytic vegetation, and hydrology.
 - b. All likely WUS that are not wetlands will be flagged at the ordinary highwater mark (nontidal) and will be described in terms of ephemeral, intermittent, or perennial.
 - c. Tidal systems will be delineated at mean high water. Global positioning system (GPS) equipment capable of sub-meter accuracy to survey the locations of sample plots and resource boundaries will be used.
5. Upon completion of the field investigation; SMC will prepare a Natural Resources memorandum that includes the following information:
 - a. General introduction;
 - b. Description of published information including general vegetative cover types, mapped soil types from the USDA Soil Survey, and mapped wetlands from the National Wetland Inventory and MD DNR mapping;
 - c. Description of the field survey methods;
 - d. Summary of findings;
 - e. Maps showing results of published data review, field delineations, and tree survey;
 - f. Completed data sheets for each sample plot; and
 - g. Photographic documentation of resources delineated.

Chesapeake Bay Critical Area (CBCA)

1. SMC understands the proposed improvements within the Areas of Interest are located within the CBCA and are therefore subject to compliance with the CBCA requirements and are exempt from forest conservation requirements per Article 3-31-3.2(B) of the Town of Easton's Forest Conservation Ordinance and will not be subject to the roadside tree law. The SMC Team will conduct a field investigation of CBCA vegetation. Field efforts will include the location

of trees 4" and greater in DBH, an assessment of their species and condition, a general characterization of trees less than 4" DBH within forested and hedgerow areas, and other vegetated habitats (excluding maintained turf and landscape areas). Data collected during this effort will be used to prepare documentation and mapping for the Natural Resources Memorandum, above.

2. The Town of Easton's Critical Area (CA) Program is assumed to be the review and approval agency. We will coordinate with the Town's CA Program at project onset.
3. SMC will prepare the CBCA components of the project for submission to the Town's CA Program for review and comment. The associated figures will be a GIS exercise and not part of a design plan set. We assume there will be disturbance within the CBCA 100-foot buffer. The CBCA submittal will conform to the CAC checklist and may include the following:
 - a. Buffer Management Plan, environmental features map with CA buffer, and proposed impacts;
 - b. Copies of the Design Plan and Sediment and Erosion Control Plan;
 - c. Mitigation Planting Plan; and
 - d. Critical Area documentation – per the CAC's Checklist.
4. SMC will address one round of agency comments from the Draft CBCA submission and make minor changes, as needed.
5. SMC will submit the final CBCA submission package to the Town's CA Program for review.

Topographic Survey, Boundary Survey & Utility Designation

SMC proposes to perform the following services within the Glenwood and West Glenwood stream restoration project scope areas in accordance with ASCE C-1 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (Standard 38-02), Quality Level B. Quality Level B is defined by Standard 38-02 as "approximate horizontal position of subsurface utilities." **SMC's work does not relieve any responsibility to notify one call systems, such as Miss Utility, before excavation commences.** Unless otherwise noted, all work is proposed to be conducted one time.

1. SMC will request and/or research utility records that are reasonably available from public and applicable private utilities, and Client for use as the basis for the field work.
2. The SMC Team will designate locatable utilities on the site using non-invasive techniques which may include electromagnetic, magnetic, or radio frequency. Designation will be documented in the field with paint and/or flags consistent with the American Public Works Association (APWA) Uniform Color Codes.
3. The SMC Team will perform the necessary field work to collect detailed topographic data, utilities, curbing, crosswalk areas, edge of water, top/bottom stream bank, trees, wetlands, waters of the U.S., all information identified in Natural Resources above, etc.
4. The SMC Team will perform the necessary research and field work to correctly identify the property boundary bordering the Glenwood Ave. stream reach.
5. The SMC Team will process field collected data on Maryland Coordinate system NAD83(2011) and Vertical Datum NAVD88 in AutoCAD (.dwg) format.

Limitations

A number of conditions may limit the accuracy, completeness, or other aspects of the Designation work including, but not limited to the following:

1. Availability of utility record drawings.
2. Access to the site or locations of specific utilities due to traffic (traffic control not proposed herein) or parked vehicles,

building or infrastructure access, or other factors beyond our control.

3. Utility characteristics such as conductivity, composition, depth, congestion, non-conductive or non-locatable lacking trace wire, etc. Unless specifically described above, designation of irrigation systems, tanks, septic tanks, septic systems or wells are not proposed herein.
4. Soil or environmental characteristics such as saturation, dielectric properties, buried or surface metal, overgrown or dense vegetation, inundation, etc.
5. Use of ground penetrating radar, test pits, or borings (Standard 38-02 Quality Level A) are not proposed herein. Additional costs would be required to utilize these methods and/or to establish exact locations and elevations of utilities.
6. Destruction or fading of markings. Re-marking will incur additional fees.

SMC does not guarantee that all utilities will be located and assumes no liability for any direct or consequential damages for impacts to utilities caused by others.

30% Stream Restoration Design

1. The SMC Team will perform a hydrologic analysis for each stream reach for the 1-, 2-, 10-, 50- and 100-year storm events. A TR-20 model using TR-55 methodology for ultimate land use conditions will be developed. The drainage area for each stream reach will be verified using contour mapping and storm drain information provided by the Town of Easton.
2. The SMC Team will create an existing conditions HEC-RAS model utilizing the hydrologic analysis results and FEMA 100-year discharge (if applicable), for each stream reach. The culvert under Easton Parkway for the Glenwood stream reach will be modeled.
3. The SMC Team will develop a proposed conditions HEC-RAS model for each stream reach that incorporates the stream restoration improvements. The model will assess the improvements, changes in water surface elevation (WSE), velocities and shear stresses. SMC anticipates there will NOT be an increase to the 100-year WSE, therefore no FEMA CLOMR/LOMR is proposed herein.
4. The SMC Team will utilize FieldDocs to determine the sediment and nutrient reductions for nitrogen, phosphorus and total suspended solids for each stream reach.
5. The SMC Team will develop a single design concept plan, incorporating both stream reaches, that shows existing stream features, proposed restoration features (alignment, banks, floodplain limits), access, staging areas, typical cross-sections and other pertinent data, as necessary.
6. SMC will conduct a virtual meeting with the Town of Easton Engineering Department to review progress and obtain comments. Comments will be addressed prior to hosting the JPA pre-application meeting.
7. SMC will coordinate and attend a pre-application meeting with representatives from Maryland Department of the Environment (MDE), the United States Army Corp of Engineers (USACE), Talbot County Planning & Zoning (TCP&Z) and Town of Easton Engineering Department for a Joint Federal/State Permit Application (JPA) for the Alteration of Any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland, where we will do the following:
 - a. Confirm the limits of waterway and wetland resources, proposed activities, impacts and application requirement; and
 - b. Prepare an email summary of the meeting and provide it to all meeting attendees and appropriate regulatory personnel.
8. SMC will prepare a JPA for the Alteration of any Floodplain, Waterway, Tidal or Nontidal Wetland in Maryland. SMC assumes the notification letters for contiguous property owners and completed Certification of Notification for submission with the permit application, will be completed by the Town of Easton.

9. SMC will prepare impact plates of the proposed impacts to Jurisdictional Waters. Impact plates are to include vicinity map, impact key sheet(s) and impact total sheet. The JPA submission package will be supported by project erosion and sediment control plan sheets, wetland delineation, forest stand delineation, RTE and MHT documentation. SMC assumes no public meeting, public notice or public presentations associated with permitting will be required for this project.
10. SMC will submit seven (7) copies of the JPA and impact plates to MDE and the required Application Filing fee for review and processing.
11. Address comments, as required, to achieve permit approval.

60% Stream Restoration Plans

1. SMC will compose a design report outlining the project goals, hydrologic analysis, sediment and nutrient reductions, existing conditions, proposed design approach, restoration measures and computations.
2. SMC will develop an Erosion and Sediment Control Plan for each stream reach for submission to Talbot County Soil Conservation District (SCD).
3. SMC will progress the 30% concept plan to 60% plans suitable for submission to the Town of Easton Planning & Zoning (P&Z) Department for stormwater management and site plan review.
4. SMC will host a virtual progress meeting with the Town of Easton Engineering Department prior to submitting to SCD and P&Z to review plans and provide comment.
5. SMC will address comments from the virtual meeting and submit to both SCD and P&Z.
6. SMC will address comments from Talbot SCD and Town of Easton P&Z to achieve approval from both agencies.

90% Stream Restoration Design

1. SMC will progress the design plans to a 90% finished product for submission to regulatory agencies, to gain approval for final permits.
2. Upon obtaining a Waterways Construction Permit from MDE, SMC will submit to Talbot County Planning & Zoning for a Marine Construction Permit, if necessary.
3. Upon approval from the Town of Easton P&Z, SMC will submit to the Easton Engineering Department for a Grading Permit.
4. SMC will address comments from Talbot County P&Z and the Town of Easton Engineering Department, as necessary, to obtain permit approvals.
5. SMC will develop a stormwater pollution prevention plan (SWPPP) for coverage under the Maryland Department of the Environment (MDE) Discharge Permit No. 20-CP, General Permit for Discharges from Stormwater Associated with Construction Activities

100% Stream Restoration Plans

1. SMC will update the design report, as necessary, to incorporate agency and client comments.
2. After completion of the SWPPP, approved Erosion and Sediment Control Plan, and all required documents and signatures are obtained, SMC will attach the required documents to the MDE e-Permit NOI and submit for approval.
3. SMC will provide final design plans to the client and SMC's internal construction department for Phase II.

PHASE II - CONSTRUCTION

1. SMC will mobilize a survey crew to the site to complete LOD and ESC stakeout.
2. SMC will host one (1) pre-construction meeting onsite with SMC's engineering department, construction division, and representatives from the Town of Easton.
3. SMC will mobilize a construction crew to the site.

4. The SMC Team will install erosion and sediment control measures, including perimeter controls and access routes, and coordinate the ESC inspection with the grading permit inspection representative.
5. The SMC Team will clear and grub the work area as needed to perform grading activities.
6. The SMC Team will install and maintain clear water diversion and dewatering measures.
7. The SMC Team will perform channel and floodplain excavation and install grade control measures; install soil stabilization matting as final grade is established; and stabilize all disturbed areas of the site each day with temporary seed and straw mulch, as needed.
8. SMC will demobilize heavy equipment.
9. At the appropriate time of year, the SMC Team will install plant material (trees, shrubs, plugs, live stakes, permanent seed, etc.); and perform NNI control measures, as needed.
10. The SMC Team will perform an as-built survey on all areas of construction to ensure conformance with the construction plans.
11. The SMC Team will review the as-built survey and submit it to the Town of Easton for acceptance.
12. SMC will host a final walkthrough with the Town of Easton upon construction completion.

PHASE III - POST-CONSTRUCTION STREAM MONITORING

Post-construction stream monitoring will take place for a period of 5 years. Per the RFP, field monitoring will be conducted in years 1, 3, and 5 post-construction. No monitoring will take place in years 2 and 4.

1. SMC will mobilize a qualified professional to the restoration reaches..
2. The SMC Team will conduct a stream assessment/inspection aimed at utilizing Section 5 of the "Recommended Methods to Verify Stream Restoration Practices Built for Pollutant Crediting in the Chesapeake Bay Watershed," dated June 18, 2019 by the Chesapeake Bay Program Urban Stormwater Work Group.
3. SMC will prepare a photographic report that documents our findings and any recommended maintenance activities and/or repairs. The report will include the next steps to be taken, if warranted.
4. SMC will provide telephone and/or email consultation, as needed.

ASSUMPTIONS

The following assumptions apply to this scope of services:

1. All permit fees made payable to ANY Town of Easton government entity will be exempt. No reimbursable fees payable to the Town of Easton are included in the scope/budget.
2. One permitting package encompassing both restoration reaches for each permit type is acceptable to each regulatory agency.
3. An individual permit will not be required. JPA impacts will not exceed the limits of the MD-SPGP Category B authorization and/or the TMDL RGP.
4. No confined space entry will be required.
5. All progress and project milestone meetings with the Town of Easton will be virtual.
6. A standard pump around practice will be considered a sufficient E&SC practice to perform in-stream construction.
7. Although included in the RFP, geotechnical studies will not be necessary and this work has not been included in the scope of services.
8. The proposed project will not result in the need for wetland, stream, or forest mitigation; therefore, these services are excluded.
9. Public notice, adjacent property owner notification, and certified mailings are not included and are to be the responsibility of the Town of Easton.

10. One concurrent on-site agency pre-application meeting will be conducted with MDE, USACE, and DPZ.
11. The Town of Easton will coordinate site access for site visits or collect any necessary field data.
12. Comments generated for this project will not change the general scope or design intent of the project as described herein. Should comments change the general scope/design intent or require revision of plans/computations for previously agreed to improvements, a change order may be required.

EXCLUSIONS

The following exclusions apply to this scope of services:

1. Maintenance of Traffic (MOT) plans/permits or right of access permits.
2. Preparation of easement deeds, plats, and descriptions or ROW investigations will be handled by the Town of Easton.
3. FEMA submissions and coordination.
4. Utility design or relocation services.
5. A jurisdictional determination.
6. Sec 404/401 permitting.
7. The Study Area falls within the CBCA and as such is subject to CBCA compliance, not to the Forest Conservation Ordinance or Roadside Tree Law.
8. Environmental compensatory mitigation planning or design services.
9. Impacts to SAV habitat.
10. Structural design of any kind.
11. Public meetings or presentations for this project.
12. Invitation for Bid Book. (The construction work will be performed by SMC)
13. Avian surveys, RTE Phase I, Phase II and Bog Turtle Surveys.
14. A Tier II Watershed Report.
15. Historical/Archeological surveys beyond agency coordination.
16. Preparation of addendums or redline revisions to the plans and specifications.
17. The impact of changes to legislation and changes to Talbot County and MDE stormwater and/or erosion and sediment control regulations after this proposal is submitted.
18. Any activities specifically NOT included in this scope of work.

The work proposed herein is limited to what is specifically described above. Additional costs may be required to perform any work not specifically described above.

SCHEDULE

TENTATIVE PROJECT SCHEDULE*

- 5/01/2024 - Kickoff Meeting
- 6/2024 - JPA Pre-Application Meeting
- 7/2024 - 30% Concept Plan Submission to Town of Easton
- 7/2024 - JPA Submission
- 10/2024 - 60% Plans and Soil Conservation District Submission
- 2/2025 - 90% Plans & Permit Approvals
- 4/2025 - 100% Plan Approval
- 6/2025 - Construction Begins
- 8/2025 - Construction Ends
- 7/2026 - Year 1 Post-Construction Monitoring
- 7/2028 - Year 3 Post-Construction Monitoring
- 7/2030 - Year 5 Post-Construction Monitoring

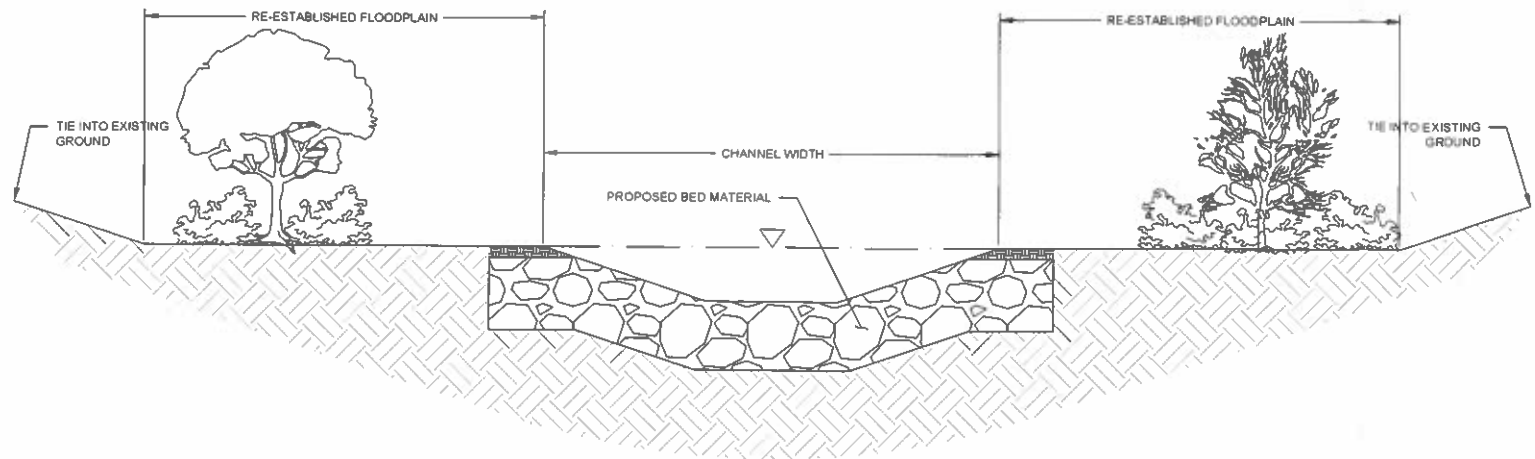
*Subject to change due to unforeseen circumstances such as permitting, regulatory changes, weather delays, material availability, unexpected site conditions, or other events beyond our control.



EXISTING CONDITIONS



PROPOSED CONDITIONS



PILOT CHANNEL - RIFFLE (TYP.)
CROSS SECTION

NOT TO SCALE

- NOTES:
- 1. STREAM CENTERLINES AND STORM DRAIN PIPES ARE SHOWN AS APPROXIMATE AND SHALL BE FIELD LOCATED DURING THE DESIGN PROCESS.
 - 2. AERIAL IMAGERY AND ASSOCIATED CONTOUR AND PROPERTY LINES ARE PROVIDED BY "EYE OVER EASTON".
 - 3. PROPOSED CONDITIONS PHOTOS ARE TAKEN FROM PREVIOUS SMC PROJECTS AND MAY NOT FULLY REFLECT THE RESULTING DESIGN OF THE SUBJECT PROJECT LOCATIONS.



DESIGN CONSULTANT:

SMC

WE PROTECT AND RESTORE WATERSHEDS.

913 Ridgebrook Rd. Ste 302
Sparks, Maryland 21152
p: 410.785.0875
f: 443.269.0216
www.mdsww.com

DATE	REVISION

GLENWOOD & WEST GLENWOOD
STREAM RESTORATION

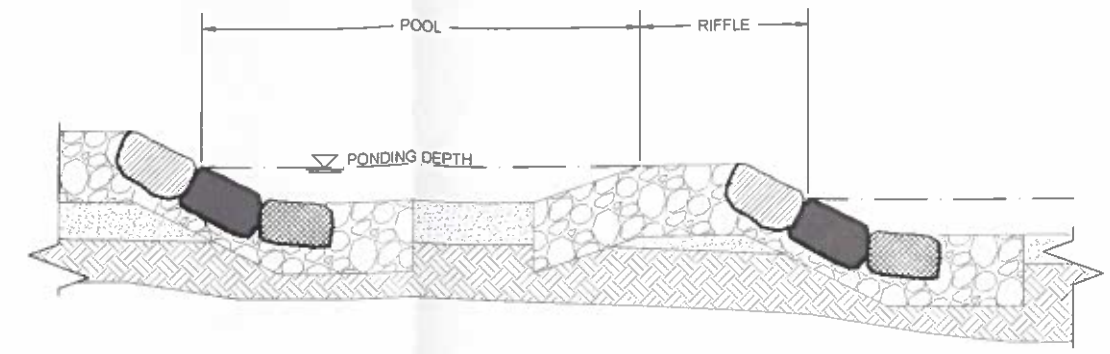
GLENWOOD AVENUE TALBOT COUNTY

GLENWOOD CONCEPT SKETCH

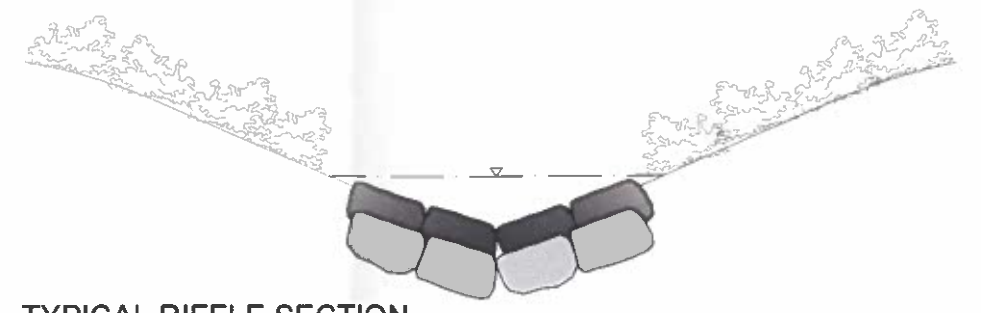
Designed By: TG	Scale: 1" = 30'	Project No: ES-24-091
Drawn By: TG	Date: 03/19/2024	
Checked By: GF	Approved: GF	

SHEET: 1 OF 2

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TYPICAL STEP POOL STORMWATER CONVEYANCE (SPSC)
PROFILE VIEW
NOT TO SCALE



TYPICAL RIFFLE SECTION
NOT TO SCALE

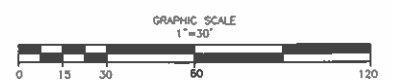


EXISTING CONDITIONS



PROPOSED CONDITIONS

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GLENWOOD & WEST GLENWOOD
STREAM RESTORATION

GLENWOOD AVENUE TALBOT COUNTY

GLENWOOD CONCEPT SKETCH

Designed By: TG Scale: 1" = 30' Page 199 of 516



DESIGN CONSULTANT:
SMC
913 Ridgebrook Rd. Ste 302
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p: 410.785.0875

DATE	REVISION

March 21, 2024

Ecosystem Planning & Restoration, LLC
8808 Centre Park Drive, Suite 205
Columbia, MD 21045
443-979-7718



ECOSYSTEM
PLANNING &
RESTORATION



PROPOSAL – REQUESTS FOR PROPOSALS GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PREPARED FOR:
TOWN OF EASTON

ATTN:
Engineering Department,
Engineering@EastonMD.gov

PROPOSAL

Requests for Proposals: Glenwood and West Glenwood Stream Restoration Design-Build

TOWN OF EASTON

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TAB A - TRANSMITTAL LETTER

March 21, 2024

Town of Easton
14 South Harrison Street
Easton, MD 21601

RE: Requests for Proposals – Glenwood and West Glenwood Stream Restoration Design-Build

Ecosystem Planning and Restoration, LLC (EPR) is pleased to express our interest in providing Ecological Restoration Services to the Town of Easton in response to the above-referenced RFP. We are excited to provide Easton with a passionate team of local environmental, engineering, and construction professionals, based in the Mid-Atlantic region, with a national resume of design and build experience. Our focus is on innovative solutions, constant improvement, and building strong client relationships. We build innovation into every project through lessons learned, collaboration with peers, staying abreast of restoration advancements, and participating in stream restoration research projects.

In addition to our strong track record of project implementation, we stand as leaders in research and industry best practices. We have developed several stream assessment and design methodologies across the country and have delivered instructional training to Federal, state, and local agencies as well as private-sector consulting firms. Specific to the Chesapeake Bay area, EPR has developed several stream assessment and design/review protocols for governmental agencies and organizations using the Streams Functions Pyramid Framework, which was also developed by EPR. Several of these protocols are now used and/or referenced by Federal and state regulatory agencies, including Maryland, as appropriate and/or required stream assessment methodologies.

EPR has thoroughly reviewed this RFP dated February 2024, along with the two addendums dated February 29, 2024, and March 8, 2024. We recognize that the primary project goal is to restore two stream reaches within Easton, MD, with one approximately 450 linear feet and the other approximately 300 linear feet, to meet MS4 TMDL reduction credit requirements. EPR understands that they must work closely with project partners and property owners to ensure that a realistic and most cost-effective restoration solution is developed. Lastly, we acknowledge that the project must be completed by December 31, 2025, and the total proposed budget must be no more than \$423,000.00.

I will serve as EPR's Contract Manager for all projects. My contact information is below in my signature block. I currently serve as Vice-President and EPR's Baltimore Office Manager and have nearly 33 years of experience in environmental restoration, streams, wetlands, and stormwater projects across the Mid-Atlantic region. Throughout my career, I've collaborated with various agencies and organizations, assisting in the assessment of their needs, devising

effective solutions, and successfully implementing those solutions within the specified timelines and budgets. As the Contract Manager, I believe in working closely with my clients through each step of the project to ensure goals and objectives are aligned, and that EPR is providing the best service possible.

We greatly appreciate the opportunity to submit our response to your RFQ and look forward to continuing to collaborate with your organization in restoring critical stream resources.

Sincerely,



Richard Starr
VP, Senior Water Resources Scientist
8808 Centre Park Drive, Suite 205
Columbia, Maryland 21045
Phone: (443) 979-7718
rstarr@eprusa.net



*We are excited to show the Town of Easton our abilities and our passion for the work we do.
you for the opportunity!*

Thank

TAB B – DESIGN-BUILD TEAM DESCRIPTION AND EXPERIENCE

Ecosystem Planning and Restoration, LLC Company Description



Sonny Kaiser, Kevin Tweedy, and Will Harman, Founders of EPR. We believe in Principal-level involvement in our projects to provide the highest level of expertise and value to our clients.

EPR was created in 2012 to be a premier environmental planning and ecosystem restoration company. We have been recognized by INC 5000 as one of the fastest growing private companies in the country for the past three years. We have also been recognized by the Zweig Group, two years in a row, as one of the top engineering firms in the US and Canada based on our workplace practices, employee benefits, employee retention rates, and much more.

EPR focuses on restoration and environmental services. It is our desire to provide the highest quality products, and to improve the science and

application of environmental services through innovative projects and applied research. We tailor innovative solutions to meet our client's goals and objectives, within the real-world constraints that are a part of every project. As a small company with a big presence, we have a singular mission – to incite passion for the environment. The founders of EPR each worked for larger companies in the past and independently reached the same conclusion – that we can better serve our client's needs as a small company that values our employee's passions, focuses on teamwork and shared experiences, and builds lasting relationships. We want our employees to be passionate about their jobs while making a difference in our world. We want to work for clients that believe in practical solutions that find balance between project goals, cost effectiveness, and environmental benefits. Being passionate about teamwork and delivering high quality products naturally leads to innovation.

These beliefs form the foundation of our business and have allowed us to grow a company with A+ employee talent and expertise, which is the strength of EPR. We employ a diverse, multi-disciplinary staff of 58 professionals including biologists, ecologists, engineers, environmental scientists, fluvial geomorphologists, foresters, GIS and CADD specialists, and support staff. EPR's licensed professionals include Professional Engineers, Project Management Professionals, Professional Geologists, Certified Floodplain Managers, Professional Wetland Scientists, and Registered Foresters. While we have offices in multiple states, we are one company and one Team. Individual performance is recognized and rewarded, but teamwork and collaboration are valued above all. Through teamwork, we collectively enhance one another's strengths, address challenges, and constantly increase the quality and effectiveness of our work.



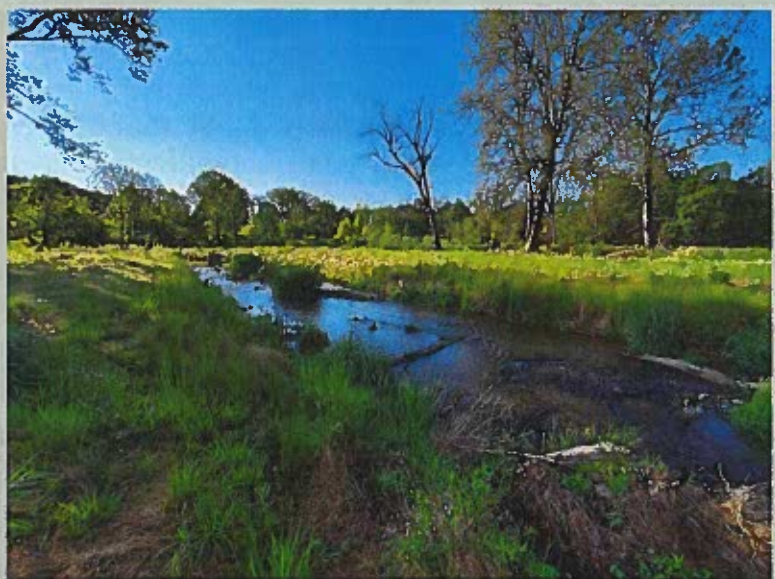
At EPR, our goal is to hire the best and brightest talent available, providing our clients with an All-Star team of professionals.

Ecosystem Planning and Restoration, LLC Overall Experience

Our experience is unmatched and our capabilities include natural resource assessments and inventories (e.g., wetland delineation, forest stand delineation, threatened and endangered species assessment), watershed assessments, geomorphic/equilibrium stability and functional condition analyses, design development, community engagement, hydrologic and hydraulic modeling (1D and 2D), scour analyses, wood stability analyses (e.g., buoyance, slide, and drag), construction-ready design plan set preparation, project report documentation, permit application preparation, construction bid document preparation and bidding, construction oversight and/or management, regulatory close-out, pre- and post-construction monitoring, project evaluation and research. Furthermore, EPR staff have conducted a full range of environmental planning and compliance support including report preparation, technical investigations, data analysis, and field work. We have worked with organizations, cities, states, municipalities, and federal agencies to help all interested parties participate in the planning process.

Our clients are as diverse as our staff, and include private, local, State, and Federal organizations. We strive to create trusting and lasting relationships with our clients, with a constant focus on delivering quality and creative solutions. Clients come to us to help solve their problems but return to us because of the relationships and trust that is developed. Expect us to deliver on schedule and on budget. Expect us to go above and beyond.

In the firm's collective personnel experience, we have initiated over 500 projects in the past eight years, restoring more than 100 miles of stream and over 1,000 acres of wetlands. We have implemented numerous water quality and stormwater projects in twelve states, representing a wide range of conditions and challenges. These projects have ranged from large rivers to small headwater streams, from rural to urban watersheds, and from high gradient cold-water streams to low gradient coastal systems. We pride ourselves on our ability to deliver effective and innovative environmental solutions in a timely and cost-effective manner.



EPR strives to be innovative in maximizing ecological uplift in their designs. This is a typical constructed riffle, designed by EPR, that contains a wide mixture of rock sizes as well as large wood.

EPR has extensive experience in a wide range of design approaches, such as Natural Channel Design, Dynamic Valley Restoration, Legacy Sediment Removal, and Regenerative Stormwater Conveyance. We focus on the restoration of impaired stream and floodplain functions by applying the most appropriate design approach, or combination of approaches. Our projects are designed to meet stakeholders' goals and objectives, resulting in ecologically functioning streams and floodplains with high aesthetic value. Our overall design goal is to design a stream and floodplain system that would naturally form, given existing and likely future watershed and

site conditions, and be self-sustaining over time. This requires EPR to be creative and innovative in laying out channel and floodplain dimensions and in designing instream and floodplain stability and habitat structures so that stream corridors appear to have naturally formed. Some examples of how we apply this design goal are shown in our example detailed project descriptions.

Resource Restoration Group Description

RRG has 25 years of combined experience in environmental design and construction in the Mid-Atlantic region specializing in stream restoration, natural channel design, regenerative stormwater conveyance, living shoreline, shoreline stabilization, bio-retention, and wetland creation. As a small firm, RRG has the ability to deliver innovative, efficient, cost effective solutions to provide clients with the most sustainable, robust project maximizing functional life and value.



The staff of RRG have a deep knowledge of all industry standard practices used in the construction of stream restoration, natural channel design, regenerative stormwater conveyance, shoreline stabilization, bio-retention, and wetland creation projects. RRG is extremely familiar and efficient with the installation of all instream structures, including but not limited to, rock cross vanes, log rock J vanes, weirs, riffles, toe wood structures, cascades, boulder toe, breakwaters, low marsh, high marsh, soil lifts, and bioengineering practices. Along with these specialized skills, RRG staff have expert knowledge in the maintenance of stream flow and clean water bypass practices, low-impact methods of access and travel through sensitive areas, tree and wetland protection practices, and the installation and maintenance of all E&S measures used during the execution of these projects.

Resource Restoration Group Experience

With over 100,000 linear feet of channel construction/ restoration experience, 60+ acres wetland construction and more than 300 acres of reforestation and wild grassland establishment in the Mid-Atlantic region, the staff of RRG have the background and knowledge needed to successfully execute and complete projects on-time and on budget. Furthermore, RRG is a Maryland licensed marine contractor (MD License #378(E)) which is a requirement to work on shorelines and Anne Arundel County and throughout the state.

Specific project experience has been provided in table format in Tab E. Project Examples and References with client contact information as a separate enclosure. RRG urges the staff of the Town of Easton ("TOE") to contact any of the references listed for a more personal description of RRG's quality of work, cleanliness, efficiency and character. RRG has worked with many municipalities, conservation districts and watershed groups throughout Maryland and Pennsylvania and continues to provide outstanding service to them and others throughout the Mid-Atlantic region.

Combined Design-Build Team Experience

EPR and RRG have a long-standing professional relationship and have worked together on several restoration projects over the past seven years. The Design-Build Team has completed or is currently working on ten (10) design-build projects that involved dynamic valley restoration, regenerative storm conveyance (RSC), natural



Through EPR's and RRG's collaborative effort in developing designs, we can greatly reduce construction costs and increase TMDL and IC credits.

channel design (NCD), and living shoreline and beach replenishment restoration practices. In total, the Design-Build Team has restored over 12,300 linear feet of stream. Before the formation of either EPR or RRG, Mr. Starr and Mr. Hutzell worked together for eight years at the U.S. Fish and Wildlife Service Chesapeake Bay Field Office, as part of the Stream Habitat Assessment and Restoration Team. While at the USFWS, Mr. Starr and Mr. Hutzell worked on the design and implementation of numerous stream restoration and water quality improvement projects within the Chesapeake Bay watershed.

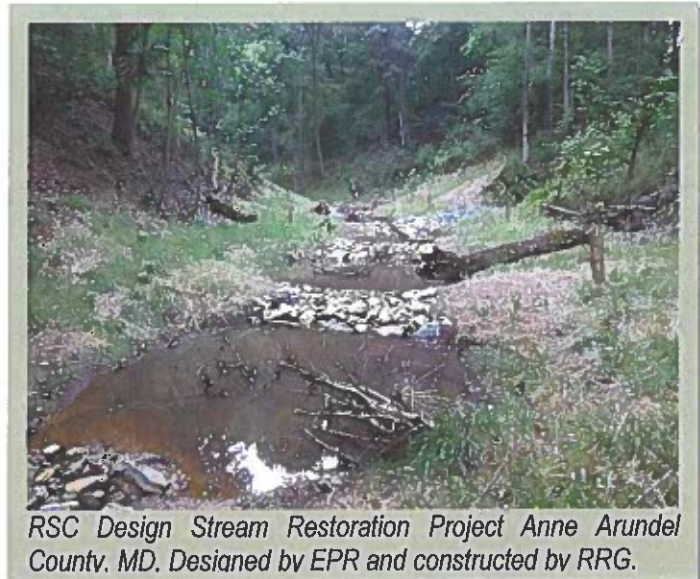
TAB C - RESUMES AND KEY STAFF

The following is a brief description of the Design-Build Team's key staff qualifications and how they will be involved with the project. Resumes, with additional qualifications, are included in the proposal.

EPR Key Staff

Richard Starr - EPR Project Manager ▪ Senior Water Resources Scientist. Mr. Starr will be responsible for providing QA/QC on the delivery of services performed by EPR and RRG, and interfacing with other team members.

Kevin Tweedy, PE - EPR Principal Engineer ▪ QA/QC ▪ Resource Management. As a licensed Professional Engineer in Maryland, Mr. Tweedy will provide senior-level oversight of all design and engineering services. Mr. Tweedy will assist with the development of design goals, objectives, and concept plans, review site assessments and design calculations, and provide senior-level oversight and review of all design plan stages.



Curt Hall – EPR Senior Project Manager and Construction Services. – Mr. Hall will be the lead Project Manager and EPR's primary point of contact. He will be responsible for all project management, contract execution, assigning staff roles, budgeting and pricing, scheduling, and design and construction oversight related to these projects.

Christopher Wilson, PE - EPR Senior Project Engineer. Mr. Wilson will be responsible for coordinating the site assessment and design team efforts. He will be responsible for managing staff resources, oversight of site assessments, and development of design plans for the project sites. Mr. Wilson may also assist with construction management and coordination.

Ken Brown - EPR Senior Environmental Scientist. Mr. Brown will be responsible for site assessments and delineations of waters of the US and riparian and upland forest vegetation. He will oversee all federal, state, and local permitting and will assist in the development of restoration/enhancement plans for site vegetation components and habitat features.

Andrew Hall - EPR Environmental Scientist and CADD Specialist. Mr. Hall will be responsible for organizing and digitizing data and producing plan sheets per public agency standards within a CADD environment.

RRG Key Staff

Ben Hutzell

Owner/Project Management and Coordination

Mr. B. Hutzell will be the primary project manager for RRG, responsible for project management and coordination, including engineering document review and accuracy, sub-contractor coordination, and internal construction administration tasks.

Justin Hutzell

Owner/Construction Manager

Mr. J. Hutzell will be the primary construction manager for RRG, with full-time, direct on-site involvement in the proposed Project.

Logan Fischer

Construction Foreman

Mr. Fischer will be the primary construction foreman for RRG, responsible for the oversight of all operators, field technicians, and erosion and sediment controls while on site.



Richard Starr
Project Manager/Senior Water Resources Scientist



Education

BS, Parks and
Recreation/Planning and
Natural Resource
Management

**Professional
Licenses/Certifications**

- Applied Fluvial
Geomorphology,
Wildland Hydrology, Inc.
1992
- River Morphology &
Applications, Wildland
Hydrology, Inc. 1993
- River Assessment &
Monitoring, Wildland
Hydrology, Inc. 1994
- Natural Channel Design
and River Restoration,
Wildland Hydrology,
Inc. 1996
- Project Management
Bootcamp, PSMJ, 2017

Professional Affiliations

- Chesapeake Bay
Program- Stream Health
Work Group Co-Chair,
2014 to 2017
- MD Water Quality
Monitor Council –
Stream Restoration
Monitoring
Subcommittee –
Member, 2015 to
Present
- MD Stream Restoration
Association – Education
Committee – Member,
2015 to present

Mr. Starr has over 33 years of experience in watershed and stream assessment, planning and restoration. Currently, he is the Office Manager for the EPR Baltimore Office where he is responsible for managing all aspects associated with budgets, workload, staff performance, product quality assurance, and office growth and development. He has led comprehensive and critical studies for major watershed-based ecosystem restoration projects and water resources development projects. He has extensive experience in project planning including developing project goals and objectives, identifying significant issues and project effects, developing project plan alternatives, and leading plan formulation and selection. He has developed, designed, and monitored plans for wildlife and fisheries habitat enhancement projects, stream restoration projects, stormwater management, TMDL reduction projects, and floodplain management projects. He has conducted numerous geomorphic watershed and stream assessments; implemented stream restoration and fish passage projects; provided construction oversight, developed stream assessment protocols and tools; produced technical and planning documents; and developed training courses on functional-based stream assessment and restoration.

Mr. Starr previously worked for the U.S. Fish and Wildlife Service for 16 years. As Chief of the Habitat Restoration Division, Chesapeake Bay Field Office, his responsibilities included leading and managing the Stream Habitat Assessment and Restoration Team, Partners for Fish and Wildlife Program, and the Schoolyard Habitats Program. Before the U.S. Fish and Wildlife Service, Mr. Starr worked for the U.S. Army Corps of Engineers, Baltimore District for nine years where he led complex water resources development projects.

- **Stream MS4/TMDL Restoration Fully Delivery. Anne Arundel County, MD.** Mr. Starr led a team to deliver a turnkey stream restoration project on approximately 1,650 LF of stream to meet TMDL reduction requirements for Anne Arundel County - DPW, MD. He was responsible for overseeing watershed conditions characterization, stream function-based assessments, rapid biological assessments, BANCS assessments, proposed design stability analyses, TMDL reduction credit calculations, assessment and design report preparation, construction ready design plan set development, permit application review, construction services, as-built drawings review, and performance-based monitoring.
- **Function-based Stream Assessment and Design Guidelines and Methodologies Development and Training.** Mr. Starr contributed to the development of the Stream Functions Pyramid Framework (Harman et al, 2012), and delivered numerous training workshops. This framework is now used by agencies and consultants across the United States. Additionally, Mr. Starr developed six guidance documents for the Maryland Department of Environment (MDE) regulatory program. These documents were developed to assist MDE regulators in the review of stream restoration permit applications and used by stream restoration practitioners and managers in implementing stream restoration projects.

Kevin Tweedy, PE
Design/Senior Water Resources Engineer



Education

MS, Biological and
Agricultural Engineering,
North Carolina State
University
BS, Agricultural Engineering,
Virginia Tech

**Professional
Licenses/Certifications**

- Professional Engineer in
MD, NC, TN, OK, TX,
WV, and VA.
- Applied Fluvial
Geomorphology,
Wildland Hydrology, Inc.,
1998
- River Morphology &
Applications, Wildland
Hydrology, Inc., 2011
- River Assessment &
Monitoring, Wildland
Hydrology, Inc., 2012
- Natural Channel Design
and River Restoration,
Wildland Hydrology, Inc.,
2012

Mr. Tweedy is a specialist in ecosystem assessment, stream restoration, wetland restoration, stormwater management, and watershed management with over 20 years of experience. He has served as project manager, project engineer, and senior engineer for well over 200 water quality and ecosystem restoration projects across the U.S. As a stream restoration specialist, Mr. Tweedy has served as the Project Engineer/Engineer of Record for over 150 stream restoration projects, totaling to over one million feet of stream restoration design. This vast experience includes restoration and stabilization of systems ranging from large rivers to small headwater streams, from rural to municipal watersheds, and from high gradient cold-water streams to low gradient coastal systems. Designs have often involved a holistic ecosystem approach, combining stream and wetland elements, and restoring hydrologic connections across the larger riparian system.

Mr. Tweedy's stormwater experience includes site assessments, development of goals and objectives with clients, planning and conceptual designs, alternatives analysis, stakeholder involvement, detailed design work for stormwater and green infrastructure BMPs, permitting coordination, construction bidding and oversight, and monitoring. Planning efforts in North Carolina have included development of stormwater master plan elements for the City of Mount Airy, the Town of Sparta, and the Town of Cary. Detailed design development has included wet ponds, stormwater wetlands, bioretention cells, and regenerative stormwater conveyances.

In his previous work with the North Carolina (NC) State Water Quality Group, Mr. Tweedy specialized in water quality monitoring and analysis, including the development of monitoring plans to document water quality changes in stream systems, collection and analysis of water quality data, (including statistical analyses and paired watershed analysis), and report writing.

- **Western NC Streams Initiative. Various Counties. Resource Institute Inc.** Project manager and engineer for restoration of several stream restoration sites in the Appalachians region. Assisted client in developing marketing materials and strategy for securing over \$3M in grant funds to begin the initiative. Assisted project partners in evaluating initial project sites, assessing feasibility, and establishing project budgets. Performed site assessments and developed design plans for six sites in three counties and has performed preliminary assessments on numerous other sites.

Christopher Wilson, PE
Design/Senior Water Resources Engineer



Education

BS, Physics/Engineering,
Washington & Lee University
MS, Mechanical
Engineering/Fluids, Penn
State University
Non-degree, Water
Sciences, Colorado Mesa
University

**Professional
Licenses/Certifications**

- Professional Engineer in PA, MD, NY, DC, & VA
- Fluvial Morphology for Engineers, Wildland Hydrology Inc., 2006
- River Morphology & Applications, Wildland Hydrology Inc., 2007
- River Assessment & Monitoring, Wildland Hydrology Inc., 2008
- Natural Channel Design & Restoration, Wildland Hydrology Inc., 2012
- Confined Space Certification, 2009-2015
- Certified Stormwater Inspector, 2010

Mr. Wilson has over 19 years of consulting engineering experience in stormwater management and stream restoration projects, primarily in Maryland. He joined EPR in 2019 and has performed design tasks and construction oversight for Best Management Practice facilities and Stormwater Management (SWM) retrofit pond facilities, performed numerous SWM facility inspections for public agencies, and served as project lead for county and municipal SWM facility inspection programs. Mr. Wilson has extensive experience in performing stream reach and watershed and wetland function assessments, including geomorphic assessments of impaired stream reaches for more than 25 built restoration projects. He has also performed stream designs and watershed analyses, stream restoration project management, and construction management.

- **Heritage Harbour Valley Restoration, Annapolis, Anne Arundel Co., MD, Lead Engineer.** As the lead engineer, responsible for the final stream restoration construction design plan sets for Shepards Run and an unnamed tributary, totaling 2,350 LF. Responsibilities included watershed characterization, stream function-based assessments, hydrology, and hydraulic modeling, BANCS assessment design stability analyses, assessment and design report preparation, construction-ready plan set development, erosion and sediment control plan development, and O&M plan development. He also provided on-site construction services, as-built drawing reviews, and performance-based monitoring.
- **Tulip Farm Stream Restoration, Kent County, MD.** Mr. Wilson was the lead engineer to deliver a turnkey stream restoration project on 2,800 LF of a floodplain valley stream restoration on Fairlee Creek and three unnamed tributaries. Responsibilities included watershed characterization, stream function-based assessments, hydrology, and hydraulic modeling, BANCS assessment design stability analyses, assessment and design report preparation, construction-ready plan set development, erosion and sediment control plan development, and O&M plan development.
- **Fort Meade Stream Restoration, Anne Arundel County, MD.** Mr. Wilson was the lead engineer to develop stream restoration designs for two streams located on Fort Meade, totaling approximately 4,800 feet, using the Regenerative Storm Conveyance design methodology. He was responsible for watershed and reach level assessments, proposed design stability assessment, hydrology and hydraulic modeling, construction-ready design plan set development, and report documentation.
- **UT to Church Branch Floodplain and Stream Restoration, Frederick County, MD.** Mr. Wilson was the lead engineer to develop stream restoration designs for two unnamed tributaries to Church Creek. He was responsible for characterizing watershed conditions, conducting stream function-based assessments, rapid biological assessments, conducting hydrology and hydraulic modeling, analyzing proposed design stability, preparing an assessment and design report, developing construction-ready design sets, sediment and erosion control plan, and an O&M plan.

Keneth Brown
Senior Environmental Scientist



Education

BS Biophysical
Environmental Science,
Northland College, 1986

**Professional
Licenses/Certifications**

- MD DNR Qualified Professional

Mr. Brown brings 30 years of experience from the public, private, and nonprofit sectors in the areas of water resources, land use, and regulatory permitting. Currently serving as a Senior Environmental Scientist at the EPR Baltimore Office, he is responsible for leading natural resources assessments, permitting, design, and project management. He has successfully completed a wide range of environmental and natural resource projects encompassing stream and wetland assessment, restoration design, watershed management, and construction oversight; local, state, and federal permitting; and compensatory mitigation and monitoring. In addition, Mr. Brown has authored/co-authored seven publications on stream restoration, watershed assessment and restoration, and stream monitoring.

- **US 219 Design-Build – Stream and Wetland Mitigation (MDOT SHA), Garrett County, MD.** Led on-site stream and wetland mitigation design and construction on Meadow Run through the removal of earthen fill to daylight and restore 580 feet of stream and create 1.3 acres of wetlands. Responsible for stream valley design to maximize the wetland creation; determination of tie-out elevations to existing wetlands; development of stream restoration geometry and structure placement; wetland design within the new valley; and the development of planting plans.
- **Bush Creek Tributary Stream Restoration at Church Creek Elementary School, Harford County, MD.** Designer/Senior Environmental Scientist/Construction Oversight for a multifaceted project on the property of Church Creek Elementary School property. The project included over 2,000 LF of stream restoration and floodplain reconnection on a deeply incised tributary to Bush Creek. Services included fluvial geomorphic assessment/analysis, BANCS assessment, design reports, permitting and natural channel design, and construction oversight.
- **I-95 Express Toll Lanes Section 100 Environmental Permitting Support and Design Management, MDTA, Baltimore County, MD.** Senior Environmental Scientist responsible for environmental permitting and compliance associated with improvements to a 9-mile stretch of I-95 northeast of Baltimore, MD. Services included reviewing designs for compliance with Section 404 permit conditions, avoidance and minimization of impacts, and managing coordination with the US Army Corps of Engineers and the Maryland Department of the Environment on permit-related issues, including project updates, design reviews and approvals, permit modifications, and compensatory mitigation.
- **Baker Park/Carroll Creek Stream Restoration Project, City of Frederick, MD.** Project Manager/Principal Designer responsible for the preparation of stream restoration design plans and construction oversight along 4,000 feet of a heavily utilized urban linear park. Responsible for geomorphic assessment, natural channel design, regulatory permitting, and construction oversight. This project was awarded the Maryland – National Capital Building Industry Association's 2006 Environmental Award.

Curt Hall

Senior Project Manager/Environmental Scientist



Education

BS, Environmental Science,
2003

**Professional
Licenses/Certifications**

- Essentials of Project Management, Pritchard Management Associates, 2020
- Applied Fluvial Geomorphology, Wildland Hydrology, Inc., 2006
- River Morphology & Applications, Wildland Hydrology, Inc., 2010
- River Assessment & Monitoring, Wildland Hydrology, Inc., 2015
- Introduction to Wetland Identification, Cook College, 2006
- Advanced Winter Wetland Delineation, Environmental Concern, 2007
- 30-Hour OSHA Certification, 2014, Certification #12-601114138

Mr. Hall has over 20 years of extensive restoration construction expertise overseeing 75 projects, spanning urban and rural stream restoration, stormwater management facilities, and NRCS-certified practices. His restoration background also includes stream assessments, stream and wetland restoration design, construction specification and bid documents, post-construction monitoring, natural channel design and legacy sediment removal construction techniques, and cost-estimating. He has experience coordination with both private and public sector entities. He regularly manages projects to ensure that they are executed on time, within budget, and in line with environmental intent. In 2013, the Maryland Department of Transportation recognized Mr. Hall with its Environmental Excellence Award.

- **Harford County Public Schools On-Call Design-Build Environmental Restoration Services** (*previous employment*). Mr. Hall was the primary point of contact and manager for this contract. Under this contract, he worked with Harford County as a design-build consultant, tasked with delivering stormwater management and ecological restoration projects to meet the County's MS4 requirements. Mr. Hall was responsible for all project management, contract execution, budgeting and pricing, and design and construction oversight related to these projects.
- **Howard County On-Call Design-Build Environmental Restoration Services** (*previous employment*). Mr. Hall worked closely with the County to locate, procure, and implement cost effective and attainable restoration projects to meet Watershed Implementation Plan (WIP) goals. This includes stream restoration, stormwater retrofits, rain gardens, reforestation, and outfall stabilizations. He was responsible for overseeing estimation, delivery, design and construction oversight and final close out.
- **Maryland State Highway Administration Full Delivery Stream Restoration Services, Baltimore, Howard, Frederick, and Montgomery Counties** (*previous employment*). Mr. Hall was responsible for the oversight and development of five different projects with over 20,000 linear feet of stream restoration design and built through various counties in Maryland to report to MDSHA to meet their TMDL goals. Mr. Hall was responsible for business development, proposal oversight, contract execution, securing conservation easements, budgeting and pricing, oversight of landowner and agency coordination, minority participation, and project management.
- **Upper Little Patuxent Stream Restoration Design Build, Ellicott City, MD** (*previous employment*). Mr. Hall was responsible for the oversight and development of the build of 2,450 LF stream rehabilitation along the Upper Little Patuxent River, 140 LF along an unnamed tributary, and 50 LF of outfall channel stabilization. Mr. Hall was responsible for all project management including contract execution, budgeting and pricing, and construction oversight. Mr. Hall worked closely with the County and engineering consultant to ensure the design intent was met.

Andrew Hall
Environmental Scientist



Education

University of Maryland
College Park, B.S.,
Environmental Engineer,
2015

Community College of
Baltimore County, A.A.,
Engineering, 2012

Mr. Hall has 8 years of experience working with CADD and producing plan sheets for various Maryland State and County agencies. He is also proficient in the development of design and construction drawings. He has experience in watershed characterization, stream geomorphic field data collection and analyses, BANCS assessment, TMDL reduction credit calculations, stream and shoreline stability analyses, permit application assistance, and stream and shoreline design. Mr. Hall has also performed hydrologic and hydraulic tasks including the use of TR-55, TR-20, and HEC-RAS for ESD and BMP Stormwater management facilities.

- **Fort Meade Stream Restoration, Anne Arundel County, MD.** Mr. Hall was the lead CADD technician to develop stream restoration designs for two streams located on Fort Meade, totaling approximately 4,800 feet, using the Regenerative Storm Conveyance design methodology. He was involved in watershed and reach level assessments, BANCS assessment, TMDL reduction credit calculations, construction-ready design plan set development in CADD, sediment and erosion control plan development, permit application support, and report documentation.
- **Stream Restoration Projects, West Cornwall Township, PA.** Mr. Hall is EPR's lead CADD technician assisting in the development of three stream restoration projects: Beck Creek 6 (appr. 1,850 LF of stream and 1.8 AC of wetland), Snitz Creek 2 (appr. 2,310 LF of stream and 1.0 AC of wetland), and Snitz Creek 3 (appr. 2,470 LF of stream and 1.0 AC of wetland). He is responsible for developing 100% construction-ready design plan sets in CADD, construction quantities, and providing assistance in the development of permit applications.
- **Heritage Harbour Valley Restoration, Anne Arundel County, MD.** Aided assessing existing geomorphic conditions, wetland delineation and forest stand delineation. Worked as part of the design team to restore approximately 2,350 linear feet of impaired stream. Compiled topographic survey information and developed plan sheets in CADD for the restoration design. Developed as-built plan set and assisted in post-construction monitoring.
- **UT to Church Branch Floodplain and Stream Restoration, Frederick County, MD.** Mr. Hall was the lead CADD technician to develop stream restoration designs for two unnamed tributaries to Church Creek. He was involved in watershed and reach level assessments, assessment and design report preparation, construction-ready design set development in CADD, sediment and erosion control plan development, and permit application support.
- **Turkey Point Shoreline Management, Anne Arundel County, MD.** Led the design of breakwater structures to halt shoreline erosion, aided in wetland delineation, and data collection of surrounding shoreline conditions. Compiled topographic survey information, aided in the conversion of vertical datums from NAVD88 to Mean Low Water and developed plan sheets in CADD for the shoreline management design. Developed as-built plan set and led the post-construction monitoring.

Ben Hutzell Project Manager



Education

BS, Environmental Analysis
and Planning, Frostburg State
University

Certificate, Ecosystem
Restoration, Anne Arundel
Community College

Professional Certifications

- Fluvial Geomorphology
– Wildland Hydrology
- River Morphology and
Application – Wildland
Hydrology
- River Assessment &
Monitoring – Wildland
Hydrology
- Natural Channel
Design and River
Restoration – Wildland
Hydrology
- Natural Stream
Concepts 1 – Canaan
Valley Institute
- Natural Stream Design
Construction
Management –
Canaan Valley Institute

Mr. Hutzell has been involved in water resource planning and ecologic engineering of projects for more than 16 years and has been the co-owner of Resource Restoration Group, LLC for the past 9 years. He has been directly responsible for the geomorphic assessment, hydraulic analysis, restoration design and construction of more than 45,000 linear feet of stream and wetland projects throughout the Mid-Atlantic and Southeastern regions of the US. Mr. Hutzell has also been invited to serve as an instructor for the past 10 years at Level 1 through Level 3 of Wildland Hydrology's training workshops. Mr. Hutzell is fluent in a variety of water resource design methodologies and has been active in the field for the entirety of his career.

Gravelly Community Stream Restoration, Davidsonville, MD. Managed the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Kings Creek Stream Restoration. Managed the design and construction approximately 1,500 linear feet of **natural channel design** and **regenerative stormwater conveyance system** in Easton, MD.

Anne Arundel County Health Department Integrated Stormwater Management and Stream Restoration. Managed the redesign and construction approximately 650 linear feet of **regenerative stormwater conveyance system** and 1,500 square feet of underground stormwater storage facility in Annapolis, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Responsible for the implementation and project management of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Blue Creek Stream Mitigation Bank, Hogansville, GA. Responsible for management and construction of a 2+ mile stream mitigation bank in the Middle Chattahoochee watershed. Directly involved in procurement, logistics, and daily construction oversight for over two years of active construction.

Justin Hutzell *Construction Superintendent*



Education

High School Diploma,
Boonsboro High School

Professional Certifications

- Fluvial Geomorphology – Wildland Hydrology
- River Morphology and Application – Wildland Hydrology
- Natural Stream Design Construction Management – Canaan Valley Institute
- Maryland Department of Environment Responsible Personnel Certification
- Maryland Certified Marine Contractor

Mr. Hutzell has over 20 years of field experience supervising and constructing stream restoration projects, wetland creations and enhancements, regenerative stormwater conveyance projects as well as installing a variety of best management practices. Also, Mr. Hutzell has 5 plus years experience of major riparian buffer/ floodplain reforestation and native upland meadow establishment projects. Mr. Hutzell has acted as construction manager and/or field supervisor during his entire time in this field, he has developed and implemented many special skills pertaining directly to regenerative stream conveyance, shoreline construction and stream restoration and wetland construction projects.

With full-time, direct on-site involvement throughout all of his projects, he has accumulated a vast knowledge of successful techniques and BMP's to effectively complete some of the most difficult projects.

Gravelly Community Stream Restoration, Davidsonville, MD. Supervised the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Kings Creek Stream Restoration. Supervised the construction of approximately 1,500 linear feet of **natural channel design** and **regenerative stormwater conveyance system** in Easton, MD.

Anne Arundel County Health Department Integrated Stormwater Management and Stream Restoration. Supervised the construction of approximately 650 linear feet of **regenerative stormwater conveyance system** and 1,500 square feet of underground stormwater storage facility in Annapolis, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Implemented approximately 320 linear feet of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Church Creek Headwaters Seepage Wetland and Outfall Project, Annapolis, MD. Responsible for the construction of a 2,200 linear foot regenerative stream conveyance as well as the creation of 3 acres of wetlands. Directly involved in procurement, logistics, and daily construction oversight.

Logan Fischer Construction Foreman



Education

BS, Environmental Science,
Juniata College

Professional Certifications

- Maryland Department
of Environment
Responsible Personnel
Certification

Operations, Labor and sub-contractor coordination is done by construction foreman Mr. Logan Fischer. Mr. Fischer started with RRG in early 2019 but is no stranger to specialized ecological work. Prior to his work with RRG, Mr. Fischer served as a foreman on a different ecological construction crew where he managed a variety of projects and employees for the past 6 years. Mr. Fischer came to RRG with a profound understanding of project management and the necessity of understanding efficiency. During his time with RRG, Mr. Fischer has been involved in a variety of projects including: bioretention retrofits, rain garden installations, natural channel design stream restoration, regenerative stormwater conveyance, shoreline protection, riparian planting as well as general excavation services. Mr. Fischer is responsible for the oversight of all operators, field technicians and erosion and sediment controls while on site. Mr. Fischer holds a bachelor's degree in Environmental Science with a program emphasis on Hydrology from Juniata College and is a certified responsible person in charge from Maryland Department of Environment.

Gravelly Community Stream Restoration, Davidsonville, MD. Implemented the construction of approximately 3,700 linear feet of **regenerative stormwater conveyance system** in Davidsonville, MD.

Turnbull Estates Living Shoreline Implemented the construction of approximately 700 linear feet of innovative **living shoreline** which incorporated oyster reef balls in Annapolis, MD.

Stone Breakwaters on Smith Creek Implemented the construction of approximately 400 linear feet of breakwaters, **living shoreline** and low marsh in St. Mary's County, MD.

Ravine Restoration at Chesapeake Children's Museum, – Annapolis, MD. Implemented approximately 320 linear feet of the first completed **regenerative stormwater conveyance** project in the City of Annapolis.

Church Creek Headwaters Seepage Wetland and Outfall Project, Annapolis, MD Worked on the crew who constructed a 2,200 linear foot regenerative stream conveyance as well as the creation of 3 acres of wetlands.

TAB D - DESIGN CONCEPT NARRATIVE

Understanding of Project Goals and Objectives

The Design-Build Team understands that the project goal is to restore two stream reaches within Easton, MD with one approximately 450 linear feet and the other approximately 300 linear feet. The projects are being implemented to meet MS4 TMDL reduction credit requirements. The project objectives include decreasing bank erosion, reconnecting floodplains, increasing groundwater retention time, improving instream habitat, removing non-native invasive plant species, and re-establishing desirable native vegetation within the riparian corridor floodplain.

The Design-Build Team further understands that the desired project outcomes will improve water quality in the Tred Avon River, the Choptank River, and ultimately the Chesapeake Bay as well as support downstream restoration efforts and increase floodplain floodwater storage. Additionally, the project should serve as a demonstration site for engineers, municipal officials, and landowners/land managers and as an educational site for students, local residents, and visitors.

The Design-Build Team recognizes that they must work closely with project partners and property owners to ensure that a realistic and most cost-effective restoration solution is developed. The Team will provide 48 hours' notice to landowners before conducting any activities on private property and work efficiently to minimize disruptions to residences. If damages occur on private property, the Team will restore conditions to equal or better than the original conditions.

Lastly, the Design-Build Team acknowledges that the project must be completed by December 31, 2025, and the total proposed budget must be no more than \$423,000.00.

Proposed Restoration Improvements

West Glenwood Project

The proposed restoration approach for the West Glenwood project area will involve applying a Regenerative Storm Conveyance (RSC) design (Tab G. West Glenwood Stream Restoration Conceptual Plans). The RSC project is a multi-tiered, step-pool system with a high width-to-depth ratio to dissipate energy vertically through the pools, as well as to attenuate storm flows. RSCs convert surface storm flow to shallow groundwater flow through surface pools that safely convey and treat the quality of storm flow. The Design-Build Team proposes the use of constructed pools and cobble weirs (structure details shown in the concept plan) to restore the proposed project site. The elevation drop between cobble weirs will be up to 1.0 feet to reduce the number of structures and increase pool storage. One to two pieces of large wood and cobble weir material will be positioned over the boulder steps to provide additional roughness and diminish the perceived size of the steps. Cobble weir rock sills are proposed to extend into the floodplain, six inches below grade, and set at the 100-year storm event elevation, to prevent flanking of the structures. The rock size for the cobble weirs and constructed riffles will be

determined based on 100-year shear stresses to ensure the long-term stability of the structure. A plunge pool structure is proposed at the upstream end of the project to dissipate storm flows exiting the stormwater pipe. The farthest downstream proposed structures will be constructed riffles with rock sills. Constructed riffles are proposed in this area because the project will tie in with the existing grade of the bed, which has a gentler slope than the other sections of the proposed project area.

The proposed channel will utilize as much as the existing channel alignment where practical. The only proposed section of the existing stream channel proposed to be realigned will start approximately 65 ft downstream of the stormwater pipe. It will be relocated to the north, away from the existing paved path, to create a floodplain bench on the south side of the channel and provide bank erosion protection for the path. The realignment is proposed to continue downstream for approximately 160 feet, where it will tie back into the existing stream channel alignment. The Design-Build Team anticipates having to remove only approximately 100 feet of the existing fence. The existing eroding streambanks will be regraded to stable bank slopes. The cut earth material generated will be used to construct the cobble weirs and proposed stream channel to reduce the amount of imported fill material. Large wood will be placed randomly within the pool areas to provide habitat, organic material, and enhance overall aesthetics. Lastly, the streambanks and floodplain area will be planted with a diversity of native shrub and herbaceous species.

Glenwood Project

The proposed restoration approach for the Glenwood project area will apply a Natural Channel Design – Priority 2 (NCD – P2) design approach (Tab G. Glenwood Stream Restoration Conceptual Plans). An NCD P2 typically entails excavating a new floodplain at a lower elevation than the existing disconnected floodplain and realigning the stream channel. The existing disconnected floodplain will be lowered to the proposed bankfull elevation, at approximately a 1.5-year return interval storm event, aiming to promote more frequent out-of-bank flow events. The new floodplain will be expanded to a minimum width approximately 2.2 times wider than the proposed bankfull channel width, supporting the development of a self-sustaining stream and floodplain corridor. The proposed channel will utilize the existing channel alignment to the extent feasible. The only section of the existing stream channel proposed for realignment will start approximately 75 ft downstream of the stormwater pipe. The channel will be relocated to the north, away from the existing residential property, to create a floodplain bench on the south side of the channel and provide bank erosion protection for the private property. The realignment is proposed to continue downstream for approximately 150 feet, where it will tie back into the existing stream channel alignment. Constructed riffles, with grade control rock sills, (shown in structure details of the concept plan) will be installed to prevent the potential for bed degradation. Log toes and soil fabric lifts are proposed to provide bank stability to outside meander bends until the proposed plantings can mature and provide long-term streambank stability. No stream channel construction activities are proposed within 45 feet of the easterly guardrail within the right of way. Lastly, non-native, invasive vegetation will be removed and replaced with a diversity of native plant species.

Project Risks / Contractor Mitigation of Identified Risks

The Design-Build Team considers both projects as low risk and believes the project can be implemented on schedule and within budget. The minimal project scheduling risks relate to coordination with utility companies, private landowners, and regulators. Early and consistent coordination with stakeholders is the best approach to ensure the project remains on schedule. The Design-Build Team possesses extensive experience in effectively collaborating with utility companies and will apply this experience throughout the project design and implementation phases. The Team also has vast experience in liaising with regulators and is adept at navigating permit requirements, timelines, and meeting regulatory expectations. The Team approach involves timely coordination with regulators through a pre-application field meeting followed by ongoing monthly sessions with the regulators subsequent to permit submittals. More frequent coordination will occur if needed. The Team recognizes that the Town of Easton will lead coordination with private landowners, however, the Team is prepared to fully support the Town in any or all public outreach activities.

Another potential risk involves uncertainties and unknowns, which can be mitigated through field data collection and analysis to minimize or altogether eliminate these factors. Therefore, the Design-Build Team will develop detailed a topographic base map, conduct detailed site assessments, identify constraints, and develop detailed hydrologic and hydraulic modeling to assess potential changes in flood flow elevations and boundaries. Lastly, the Team will undertake a thorough re-evaluation of the proposed design concepts, using our combined design experience of over 75 years and over 100 miles of completed stream restoration project experience, to ensure the development of the most cost-effective solution that optimally aligns with the project goals and objectives.

Project Assumptions

The following are assumptions my by the Team in developing the proposal costs:

- The Team proposes to combine the two projects into one permit application, therefore, reducing permit costs for an individual project. If only one project is awarded, the permit costs for the awarded project will increase and a contract modification will be needed.
- The Team's concept plan for Glenwood West will not encroach into tidal areas, therefore, it is anticipated that a tidal permit will not be required.
- The Team is not required to conduct any boundary surveys.
- The Team is not required to prepare and establish any type of conservation easement.

TAB E - PROJECT EXAMPLES AND REFERENCES

EPR and RRG have extensive experience in designing and building projects, similar to the RFP requested services, for federal, state, and local government agencies, organizations, and private landowners. Our Design-Build Team stands behind the quality of our work and encourages the Town of Easton to contact our references for a first-hand account of our project performance. The Design-Build Team project experience is provided below in table format, by firm, and in several detailed project descriptions, similar to those listed in the RFP.

Design-Build Team References

Entity	POC	Phone	Email	Project Type
EPR References				
Arundel Rivers Federation, MD	Jennifer Carr	410-224-3802	jennifer@arundelrivers.org	UT Flat Creek, MD – RSC - Design-Build with RRG
Restoration Systems (Davey Tree Company), NC	Raymond Holtz	919-334-9122	Raymond.holtz@davey.com	Heritage Harbour – NCD/Valley Restoration, MD - Design-Build with RRG
Fulton County Conservation District, PA	Scott Alexander	717-325-6090	scott@fultoncountyconservationdistrict.org	Big Cove Creek, PA, NCD – Design-Build with RRG
Fort Meade, MD	Mitch Keiler	301-741-1324	Mitchell.a.keiler2.civ@army.mil	Ft. Meade Stream Restoration, MD – RSC - Design / Bid / Build
RRG References				
Arundel Rivers Federation, MD	Jennifer Carr	410-224-3802	jennifer@arundelrivers.org	UT Flat Creek, MD – RSC - Design-Build with EPR
Town of Middletown	Bruce Carbaugh	301-371-6171	bcarbaugh@ci.middletown.md.us	Hollow Creek, MD - NCD Build
ShoreRivers	Tim Rosen	443-385-0511	trosen@shorerivers.org	Kings Creek, MD - RSC Build
Frederick Seibert & Assoc.	Keith Moore	301-791-3650	keith@fsa-md.com	Beaver Dam Creek, MD – NCD Build

EPR Project Experience

Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
Killinger Creek, PA	NCD Priority 2	Doc Fritchey TU	1,400	2	Design / Bid / Build	Design Completed 2023 and on Schedule. Construction Scheduled Fall/Winter 2024
Enola Run, PA	NCD Priority 2	East Pennsboro Township	4,385	1	Design / Bid / Build	Design Completed 2023 and delay in schedule due to permit review. Construction Scheduled Fall/Winter 2024
Tulip Farms, MD	NCD Priority 2 / Dynamic Valley	ShoreRivers	2,900	5	Design / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
UT to Church Branch, MD	TMDL - NCD Priority 1 / Valley Restoration	Frederick Soccer Club / Fredick Co. DPW	4,535	10	Design / Bid / Build	Design Complete 2021 and on Schedule. Construction Scheduled Summer/Fall 2024
Snitz Creek 3, PA	NCD Priority 2	Doc Fritchey TU	2,000	1.5	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
Snitz Creek 2, PA	NCD Priority 2	Doc Fritchey TU	2,310	1.0	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Summer/Fall 2024
Beck Creek 6, PA	NCD Priority 1	Doc Fritchey TU	2,000	5.0	Design / Bid / Build	Design Complete 2022 and on Schedule. Construction Scheduled Fall/Winter 2024
Ft. Meade Stream Restoration, MD	TMDL - RSC	U.S. Fish and Wildlife Service / Fort Meade	3,000	N/A	Design / Bid / Build	Design Complete 2022 and delay in schedule due to permit review. Construction Scheduled Summer 2024
Gross Run, PA	TMDL - NCD Priority 3	Borough of Ephrata	4,804	1	Design / Bid / Build	Design and Construction Complete 2023 and delay in schedule due to client request and permit review.
Big Cove Creek, PA	NCD Priorities 2 & 3	Franklin County Conservation District	4,000	1.0	Design / Build	Design and Construction Complete 2023 and on Schedule.
Broad Creek Valley West, MD	TMDL - - RSC and Dynamic Valley	Arundel Rivers Federation / AACO DPW	2,000	0.5	Design / Build	Design and Construction Complete 2023 and on Schedule.

**Town of Easton – Requests for Proposals Glen and West Glenwood
Stream Restoration Design-Build**



Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
East Branch Ausable River – Site 2, NY	NCD Priority 2	Ausable River Association	2,890	N/A	Design / Bid / Build	Design and Construction Complete 2023 and on Schedule.
East Branch Ausable River – Site 13, NY	NCD Priority 2	Ausable River Association	1,700	N/A	Design	Design Complete 2022 and on Schedule.
East Branch Ausable River – Site 3, NY	Stream Restoration	Ausable River Association	1,300	N/A	Design / Bid / Build	Design and Construction Complete 2021 and on Schedule.
Heritage Harbour, MD	TMDL - Dynamic Valley	Restoration Systems / AACO DPW	2,350	1.3	Design / Build	Design and Construction Complete 2021 and on Schedule.
Herrington Harbor, MD	NCD Priority 3	Arundel Rivers Federation / AACO DPW	150	0.2	Design / Build	Design and Construction Complete 2021 and on Schedule.
Piney Run, MD	TMDL - Legacy Sediment Removal and NCD Priority 2	MD State Highway Administration	4,100	9.0	Design / Bid / Build	Design and Construction Complete 2020 and on Schedule.
Bush Creek, MD	TMDL - NCD Priority 2	MD State Highway Administration	2,500	3.0	Design	Design and Construction Complete 2020 and on Schedule.
UT Flat Creek, MD	TMDL - RSC	Arundel Rivers Federation / AACO DPW	3,800	0.5	Design / Build	Design and Construction Complete 2020 and on Schedule.
Hamstead Stream Mitigation, VA	NCD Priority 2	Falling Springs, LLC	5,000		N/A	Design Complete 2019 and on Schedule.

Flat Creek at Gravelly Community RSC Stream Restoration Project



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Client Reference:

Arundel Rivers Federation
Ms. Jennifer Carr
Program Manager
(410) 224-3802
jennifer@arundelrivers.org

Key EPR Staff Involved:

Kevin Tweedy, PE
Emmett Perdue, PE
Tom Barrett, RF
Richard Starr

Key Points

- TMDL project
- Highly incised stream system
- 10 to 15-foot highly eroding banks
- RSC design approach
- Innovated design modification significantly reduced structures and increased pool storage
- Additional design modifications were applied to address common RSC failures

Project Completion

- Projected completed in its entirety and on schedule.

EPR was a sub-contractor to Resource Restoration Group (RRG) to lead the design development and regulatory permitting that restored approximately 3,800 linear feet of highly incised stream channel and the creation of approximately 0.5 acres of wetlands. EPR developed a design that utilized a regenerative storm conveyance (RSC) system that transitioned into a natural channel design (NCD) restoration approach in response to site conditions. This combined approach helped the project maximize potential TMDL credits received and minimize construction costs. EPR was responsible for preparing a design and assessment report, and 100% design plan set, complying with all permitting requirements, preparing construction/bid documents, and providing construction oversight.

The existing streamflow is naturally ephemeral; however, extreme downcutting of the channel bed from an advancing headcut (approximately 13 feet in height) created a lowered and incised channel that was intercepting groundwater flow to maintain perennial conditions. Upstream of the headcut, the stream was stable. However, downstream of the headcut, it was vertically and laterally unstable with 12 to 15-foot high banks and poor instream habitat. The water quality in the stream channel was adversely impacted by high iron concentrations from the naturally occurring glauconite soils, which accumulated along the streambed.

EPR conducted a design alternatives analysis where all potential design approaches (e.g., RSC, NCD, Legacy Sediment, etc.) were evaluated based on project restoration objectives, watershed and reach conditions, constraints, and restoration potential. The first phase of the design alternatives analysis identified the RSC design as the approach that best met the project restoration objectives. However, due to the severe incision and existing valley slope, a significant number of structures would be required, if the standard RSC design approach were applied. Therefore, EPR modified the design approach, by applying geomorphic principles and hydraulic calculations, to reduce the need for structures by approximately one-half, while maintaining stability. This, in turn, resulted in an increase of pool storage by approximately one-third. EPR, also modified the design approach to address common failure issues, based on observation of numerous RSC projects and RSC research studies funded through CBT Stream Restoration Research Grants.



RSC restoration implemented for Arundel Rivers Federation.

Broad Creek Valley West Dynamic Valley and RSC Stream Restoration Project



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Client Reference:

Arundel Rivers Federation
Ms. Jennifer Carr
Program Manager
(410) 224-3802
jennifer@arundelrivers.org

Key EPR Staff Involved:

Kevin Tweedy, PE
Chris Wilson, PE
Richard Starr
Andrew Hall

Key Points

- TMDL project
- Two design approaches:
Dynamic Valley and
RSC
- Addressed unmanaged
watershed stormwater
flows
- Innovated design
modification significantly
reduced structures and
increased pool storage
- Modified standard RSC
design approach to
address common RSC
failures
- Minimized tree removal

Project Completion

- Projected completed in
its entirety and on
schedule.

EPR was a sub-contractor to Resource Restoration Group (RRG) to lead the design development and regulatory permitting that restored approximately 2,000 linear feet of highly incised stream channel and the creation of approximately 0.5 acres of wetlands. EPR developed a design that utilized two design approaches: dynamic valley and regenerative storm conveyance (RSC) in response to varying site conditions. EPR was responsible for preparing a design and assessment report, and 100% design plan set, complying with all permitting requirements, preparing construction/bid documents, and providing construction oversight.

The project is located within a suburban watershed with a drainage area of approximately 64 acres. The watershed is defined by two distinct valley types: a moderately steep and confined valley with limited flood prone areas in the upper third of the watershed, and a moderately unconfined valley with well-developed floodplains, gently sloped valley floors in the middle and lower portions of the watershed. The primary causes of the stream instability are severe head cuts that have and are still advancing upstream and increased storm flow runoff associated with development. The stream instability has resulted in floodplain disconnection, eroding streambanks, and degraded instream habitats. The floodplain within the project area, however, does contain a mature forest stand and highly functioning wetlands throughout.

The project goals of the stream restoration project are to enhance stream and floodplain habitat, reduce sediment, nitrogen, and phosphorus loads, increase flood flow storage and attenuation, and provide stable conveyance of flows through the mainstem. For the confined valley area of the project, an RSC design was applied. It consists of constructed pools and cobble weirs. The cobble weirs, with rock sills, are tied in with the existing top of banks to maximize storage and attenuation opportunities. Large Woody Debris (LWD) was placed in each pool to provide habitat and promote organic processing along the severely eroding streambanks. For the unconfined valley area, a dynamic valley stream restoration design approach was applied. The streambed was raised to reconnect to the existing floodplain and valley grade control structures, consisting of a rock material, from valley toe to valley toe, were used to prevent potential future floodplain degradation. The existing channel was plugged using wood grade control/plug structures at an elevation that will provide floodplain access at flows slightly larger than base flow conditions. Lastly, a planting plan, consisting of native species was installed to increase species diversity and density.



Dynamic Valley Restoration



RSC Restoration

Heritage Harbour Stream Restoration Project Anne Arundel County, MD



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Ultimate Client:

Anne Arundel County, Dept of
Public Works

Prime Client Reference:

Mr Raymond Holtz
Restoration Systems
Project Manager
(919) 334-9122
raymond.holtz@davey.com

KEY POINTS

- TMDL project for AACO
- Valley/floodplain design approach
- Create base flow channel
- Reconnect floodplain with 1-yr storm events or less
- Increase floodplain storage and attenuation.
- Improve instream habitat
- Create floodplain wetlands

EPR TEAM

- Chris Wilson, P.E.
- Rich Starr, Sr. Water Resources Scientist
- Andrew Hall, Env. Scientist
- Erin Knauer, Env. Scientist

Project Completion

- Projected completed in its entirety and on schedule.

EPR and RRG was contracted by Restoration Systems to design, permit, construction, and monitor approximately 2,350 linear feet of two unnamed tributaries to the South River in Anne Arundel County, MD. The projects were funded by Anne Arundel County Department of Public works as full-delivery projects to meet MS4 TMDL reduction requirements. The project reaches are experiencing extensive headcutting that is advancing upstream, which is resulting in disconnected floodplains, active bank erosion, poor instream habitat, and degraded water quality. The floodplain within the project area, however, does contain a mature forest stand and highly functioning wetlands throughout. The project goals are to enhance stream and floodplain habitat, reduce sediment and nutrient inputs to receiving waters, increase flood flow storage and attenuation, and provide stable conveyance to downstream resources.

A valley/floodplain design approach was used to develop restoration designs. This approach involves creating a base flow channel and reconnecting the stream to the existing floodplain to produce a high frequency, high duration and large extent of surface water and groundwater exchange between the channel and floodplain and to promote retention of organic matter, sediment, nutrients and water within the channel and floodplain. The ultimate condition is to have a stream/wetland mosaic evolve over time. The project was implemented by using primarily wood valley and stream grade control structures. Location of these structures were determined based on hydraulic two-dimensional modelling. Shallow floodplain depressional areas were created and large wood was placed throughout the floodplain to enhance floodplain storage and floodplain habitat complexity. Lastly, a robust planting plan was installed to ensure a palustrine forested wetland establishes.

EPR was responsible for characterizing watershed conditions, conducting stream function-based assessments, rapid biological assessments, conducting BANCS assessments, analyzing proposed design stability, calculating TMDL reduction credits (CBP Protocols 1, 2, and 3), preparing an assessment and design report, developing construction-ready design plan sets and quantities, sealing final plans, providing construction services, and conducting performance-based monitoring. EPR was also responsible for ensuring that wetlands, waters of the U.S., and forest stands were delineated and 404/401 and local permits were obtained.



Valley/Floodplain stream restoration for Anne Arundel County, MD

Big Cove Stream Restoration Project McConnellsburg, PA



ECOSYSTEM
PLANNING &
RESTORATION

EPR/RRG Design-Build Project

Ultimate Client:
PADEP

Prime Client Reference:
Mr Scott Alexander
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scott@fultoncounty
conservationdistrict.org

Key EPR Staff Involved:
Rich Starr, Sr. Water
Resources Scientist, V.P.
Chris Wilson, P.E.
Andrew Hall, Env. Scientist
Erin Knauer, Env. Scientist

Key Points

- Rosgen Natural Channel Design Priorities 2 & 3
- Improved cold-water trout instream habitat
- Minimal impacts to existing natural resources
- TN, TP, and TSS reductions

Project Completion

- Projected completed in its entirety and on schedule.

EPR and RRG were contracted by Fulton County Conservation District (FCCD) to develop stream restoration designs, obtain permits, construct the project for three sites along Big Cove Creek mainstem in Fulton County, PA, totaling approximately 4,000 LF. The Upper Big Cove Creek watershed is 38 square miles, which represent a significant source of nutrient and sediment pollution to the Chesapeake Bay, due primarily to agricultural impairments and unstable stream channels. The project goals are to provide stable flow conveyance to downstream resources, maximize reduction of nutrient and sediment loads, increase flood flow storage and attenuation, and maximize ecological uplift, and minimize impacts to existing natural resources. Implementation of the proposed project will provide significant ecological uplift and benefits through floodplain connection, reduced sediment loads, increased aquatic habitat diversity, improve organic processing, and increase nutrient uptake. Collectively, the restoration activities will provide food, cover, and nesting habitat for a wide range of aquatic, amphibian, reptile, avian, and mammal wildlife species.

The proposed restoration activities for the three sites involve using Rosgen Natural Channel Design Priorities 2 and 3 (P2 & P3). A P2 consists of channel planform and profile realignment and floodplain excavation to increase its width on both banks. A P3 consists of maintaining the existing channel alignment, with some minor adjustments, and excavating floodplain benches on both sides of the channel. Both approaches use vertical and lateral instream structures including, log vanes, rock cross vanes, j-hooks, constructed riffles, rock sills, and rootwads/toewood, and installing a riparian buffer.



NCD P2 floodplain reconnection and channel realignment, PA.

Bush Creek Stream Restoration Project New Market, MD



ECOSYSTEM
PLANNING &
RESTORATION

Client Reference:

Ecotone, INC
Mr Scott McGill
Principal
(410) 420-2600
smcgill@ecotoneinc.com

Key EPR Staff Involved:

Kevin Tweedy, PE
Emmett Perdue, PE
Richard Starr

Key Points

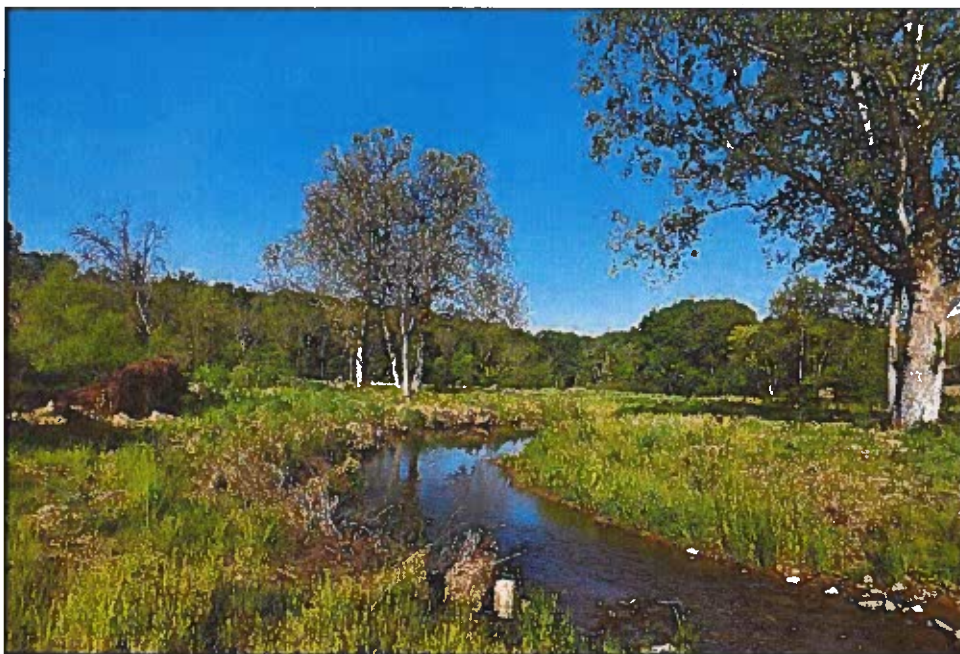
- TMDL project for MD SHA
- Modified NCD/Valley Restoration design approach
- Floodplain accessed frequently (1-yr storm event)
- Wide-spread use of large wood
- Riffles consist of a range of rock sizes and large wood
- Extensive creation of floodplain wetlands

Project Completion

- Projected completed in its entirety and on schedule.

Ecosystem Planning and Restoration (EPR) was contracted by Ecotone, Inc. (Ecotone) to develop 100% stream restoration design plans for Bush Creek. The project was constructed by Ecotone. The project goals were to improve water quality through sediment and nutrient reduction, and create native riparian habitat for mammal, reptile, amphibian, and avian species. EPR was responsible for conducting watershed and reach level geomorphic assessment, hydrologic and hydraulic modeling, stability analyses, and sediment transport analyses; develop a construction ready plan set and design development technical report; and obtain local permits. The Bush Creek project reach is approximately 2,790 linear feet in length and has a drainage area of approximately 7.66 mi². Bush Creek, was disconnected from its floodplain and exhibiting signs of accelerated bed and bank erosion, lateral migration, and mid- channel bar formation.

EPR used a modified Natural Channel Design (NCD) Priority Level 1 and valley restoration design approach to restore a Rosgen C4 stream type for Bush Creek. A Rosgen C4 stream type is a meandering stream that dissipates energy through meandering across a broad floodplain. The channel was sized to maximize frequent floodplain access and inundation (e.g., less than a bankfull event). The floodplain elevation was lowered, and a new stable channel was created. The areas of the existing channel not used as part of the restored channel remained partially open, thus providing vernal pools as additional back water habitat for fish and amphibians. Large woody material was used in the meander bends to provide lateral stability and in riffle areas to provide vertical stability and habitat complexity. The floodplain width was extended to the limits of the valley floor to maximize flood flow attenuation and storage. The newly created floodplain consisted of wetland areas, vernal pools, and riparian habitats and planted with riparian and wetland species.



Modified NCD/Valley restoration implemented for Ecotone, LLC.

Fort George G. Meade RSC Stream Restoration Project



ECOSYSTEM
PLANNING &
RESTORATION

Ultimate Client:

Fort George G. Meade
Mr. Mitch Keiler
Stormwater Program
301-741-1324
mitchell.a.keiler2.civ@mail.mil

Client Reference:

US Fish and Wildlife Service
Mr. Mark Secrist
Program Manager
(410) 573-4551
mark_secrist@fws.gov

Key EPR Staff Involved:

Kevin Tweedy, PE
Chris Wilson, PE
Richard Starr
Andrew Hall

Key Points

- TMDL project
- RSC design approach
- Innovated design modification significantly reduced structures and increased pool storage
- Additional design modifications were applied to address common RSC failures
- Proposed grading based on existing site conditions which will result in a more natural-looking stream
- Extensive use of large wood to increase natural appearance of stream

Project Completion

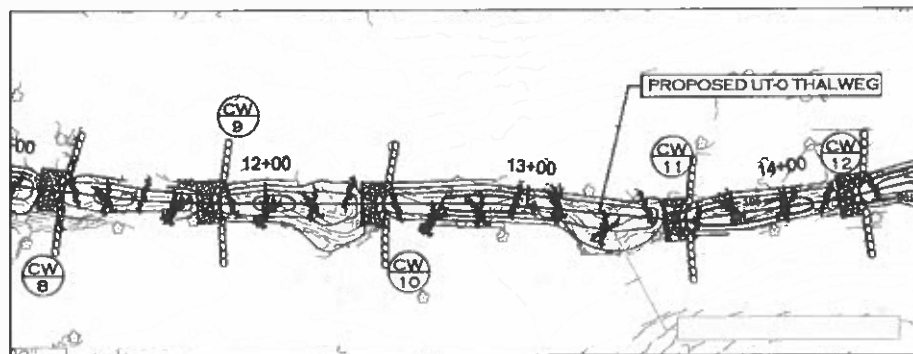
- Projected design completed in its entirety and on schedule, but delay in construction due to permit review.

EPR is under contract with the U.S. Fish and Wildlife Service to develop a construction-ready design plan set for two unnamed tributaries, totaling approximately 3,000 feet, on Fort George G. Meade, Laurel, Maryland. EPR developed a design that utilized a regenerative storm conveyance (RSC) system that transitioned into a natural channel design (NCD) restoration approach in response to site conditions. This combined approach was determined to help the project maximize potential TMDL credits received and minimize construction costs. EPR was responsible for conducting wetland and forest stand delineations, geomorphic assessments, 100% design plan set, preparing a design report and documents to comply with all permitting requirements, construction quantities, and preparing construction/bid documents. EPR will be providing construction services when project is constructed.

The existing streamflow is primarily intermittent for Site 1 and all ephemeral for Site 2. Both sites have active headcuts, averaging between 4 and 6 feet, and highly eroding banks, averaging between 5 and 10 feet. The upstream of Site 1 has branched out into several reaches, with each reach containing a headcut. As a result, there is a significant supply of sediment entering the stream system. Upstream of the project sites little to no stormwater runoff control.



EPR conducted a design alternatives analysis where all potential design approaches (e.g., RSC, NCD, Legacy Sediment, etc.) were evaluated based on project restoration objectives, watershed and reach conditions, constraints, and restoration potential. While several design approaches would stabilize the sites, an RSC design was ultimately selected as the preferred plan because it best met the stormwater runoff control design goal. To reduce construction costs, EPR modified the design approach, by applying geomorphic principles and hydraulic calculations, to reduce the need for structures by approximately one-half, while maintaining stability. This, in turn, resulted in an increase in pool storage by approximately one-third. EPR further modified the design approach to address common RSC failure issues, based on the observation of numerous RSC projects and RSC research studies. The project is anticipated to be constructed in fall/winter 2020.



RSC design by EPR

RRG Project Experience

Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
Broad Creek Valley West, MD	RSC and Dynamic Valley	Arundel Rivers Federation	2,000	0.5	Design / Build	2023 Completed and on Schedule
Big Cove Creek, PA	NCD Priority 2 & 3	Fulton County Conservation District	4,000	2	Design / Build	Construction Completed 8/1/23 and on Schedule
Schillinger Farm Wetland Creation, MD	Wetland Creation	ShoreRivers	0	7	Build	Completed 5/1/23 and on Schedule
Foster Farm Stream Restoration	RSC	ShoreRivers	4,385	1	Build	Completed 7/27/22 and on Schedule
Tulip Farms, MD	NCD Priority 2 / Dynamic Valley	ShoreRivers	2,900	5	Design / Build	Design Complete 2022 Construction Scheduled Fall/Winter 2024
Hunt Club Estates Stream Restoration, MD	NCD Priority 2 & 3	Charles County, MD DPW	1,700	0	Build	Completed 4/1/22 and on Schedule
UT to Church Branch, MD	NCD Priority 1 / Valley Restoration	Frederick Soccer Club	4,535	10	Design / Bid / Build	Design Complete 2021 Construction Scheduled Summer/Fall 2024
Stream Restoration for Beaver Dam Creek, MD	NCD Priority 2	Frederick, Seibert & Assoc. / MD DNR	1,070	0.35	Design / Build	Completed 11/24/21 and on Schedule
South River – Broad Creek Stormwater Outfall Retrofit, MD	RSC / Valley Restoration	Arundel Rivers / Anne Arundel County WPRP	1,295	1.0	Build	Completed 11/18/21 and on Schedule
Sears Farm Wetland Creation, MD	Wetland Creation	ShoreRivers	0	4.0+	Build	Completed 6/16/21 and on Schedule
Heritage Harbour, MD	Dynamic Valley	Restoration Systems	2,350	1.3	Design / Build	Completed 4/6/21 and on Schedule
Herrington Harbour, MD	NCD Priority 3	Arundel Rivers Federation	150	0.2	Design / Build	Completed 2/15/21 and on Schedule
New Market Fire Pont Step-Pool Stream Conveyance, MD	RSC	Town of New Market	300	0.4	Build	Completed 9/28/2020 and on Schedule

**Town of Easton – Requests for Proposals Glen and West Glenwood
Stream Restoration Design-Build**



Project and Location	Type of Project	Client	Stream Length (ft)	Wetland (ac)	Procurement Type	Completion
Projects in Bold Represent Projects Completed by EPR and RRG						
UT Flat Creek, MD	RSC	Arundel Rivers Federation	3,800	0.5	Design / Build	2020 and on Schedule

Detailed Work Example

Beaver Dam Creek Stream Restoration, Union Bridge, MD



Client Reference:

Frederick Seibert & Assoc.
Mr. Keith Moore
Chief Engineer
301-791-3650

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Curtis Barnard, Foreman

Key Points

- 1,100 LF of natural channel design.
- Innovative treatment of impervious runoff from residential community in a severely degraded stream system.
- Stabilized and enhance existing wetland.
- Used no-till native drill to reestablish wetland species diversity and composition.

In the Fall of 2021, RRG completed the construction of approximately 1,100 linear feet of Natural Channel Design (NCD) to restore a significantly incised stream channel in Union Bridge, MD. The restoration achieved the project design goals of stabilizing and enhancing significant stream habitats; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments, providing stable conveyance from the restored area into downstream reaches and creating a significant buffer to treat runoff from adjacent agriculture fields. A NCD approach was applied to this project. Restoration activities included such structures as log vanes, toe wood, rock cross vanes, rock j-hooks, bio-engineering and boulder clusters as well as complete channel realignment.



Detailed Work Example

UT Flat Creek Stream Restoration



Client Reference:

Arundel Rivers
Federation
Ms. Jennifer Carr
Director of
Restoration
410-224-3802

Key RRG Staff

Involved: Ben
Hutzell, PM
Justin Hutzell,
Superintendent
Logan Fischer,
Foreman

Key Points

- 3,700 LF of regenerative stream conveyance and natural channel design.
- Innovative treatment impervious runoff from residential community in a severely degraded gully system
- Completed channel work in less than 8 months.

In June of 2020, RRG completed the construction of approximately 3,700 linear feet of Regenerative Stream Conveyance (RSC) design and Natural Channel Design (NCD) approaches to restore a significantly incised gully in Davidsonville, MD. The restoration achieved the project design goals of creating and enhancing significant non-tidal wetland and stream habitats; detaining and slowing runoff through the site; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments; and providing stable conveyance from the restored area into downstream reaches. A RSC design was implemented in areas where the stream was confined within highly entrenched and gullied conditions, which represented most the project area. A NCD approach was applied to the downstream end of the project, approximately 100 feet in length, where the valley opens and becomes wider. Restoration activities included such structures as log vanes, rock cross vanes, log rollers, cobble weirs, bio-engineering and rock cascades.



Detailed Work Example

Hollow Creek Stream Restoration, Middletown, MD



Client Reference:

Town of Middletown
Mr. Bruce Carbaugh
Town Engineer
301-371-6171

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Rich Derr, Foreman

Key Points

- 460 LF of natural channel design.
- Innovative treatment of impervious runoff from residential community in a severely degraded stream system.
- Installed prefabricated ConTech archspan culvert for Town to access well field.

In the Fall of 2017, RRG completed the construction of approximately 460 linear feet of Natural Channel Design (NCD) to restore a significantly incised stream channel in Middletown, MD. The restoration achieved the project design goals of stabilizing and enhancing significant stream habitats; assisting with the treatment and sequestration of nitrogen, phosphorus, and sediments, providing stable conveyance from the restored area into downstream reaches and providing access to the Town's well field via a fish friendly arch span culvert crossing. A NCD approach was applied to this project. Restoration activities included such structures as log vanes, rock cross vanes, rock j-hooks, bio-engineering and boulder clusters.



Detailed Work Example

Kings Creek Trib. Regenerative Stream Conveyance, Easton, MD

**Client Reference:**

ShoreRivers
Mr. Timothy Rosen
Director of Restoration
443-385-0511

Key RRG Staff Involved:

Ben Hutzell, PM
Justin Hutzell,
Superintendent
Jim Wright, Foreman

Key Points

- 1,500 LF of regenerative stream conveyance, natural channel design and 2-stage wetland.
- Innovative treatment of agricultural runoff to tidal waters
- Completed channel work in less than 5 months.

In 2017, RRG undertook the design / build project in Easton, MD to address the excess agricultural run-off in a 16 foot deep gully by designing a combination of innovative water infiltration practices that simultaneously treated water while safely conveying. A Regenerative Stormwater Conveyance (RSC) design was implemented throughout the existing ditch and gully area and a 2-stage wetland ditch was installed in the field upstream of the gully.

By expanding the area of the ditch upstream of the gully, and installing small in-channel grade control weirs, it was also possible to increase attenuation and infiltration as well as reduce the energy of damaging stormflows to the gully downstream. RRG also installed an NRCS approved water control structure within the 2-stage wetland to allow the landowner to modify water levels throughout the year. This innovative modification allowed the project area to have desirable habitat for waterfowl species as well as give the ability to “drown” invasive species such as Phragmites if it were to develop.

A dense grassed buffer was also planted around the restored ditch segment and 2-stage wetland to ensure soil stability and increase nutrient removal and uptake from adjacent agricultural fields.



TAB F – PROPOSED PROJECT SCHEDULE

The Design-Build Team has developed an 18-month schedule for design and construction. Assessment and design work will begin on April 30, 2024, and construction will be completed by December 31, 2025. The timeline recognizes appropriate periods for client review, regulatory review, public comment, and stream closures. The Design-Build Team believes that this timeline is achievable, even given the Use I closure period between March 1 and June 15. However, there may be things outside of the Team's control that could extend the project schedule, such as lengthy regulatory review and public comment and extreme weather. The Team recognizes that for each and every day that the Team is default in completing the Contract, liquidated damages will occur at \$500.00 per calendar day. The Design-Build Team is committed to commencing work immediately upon an executed contract.

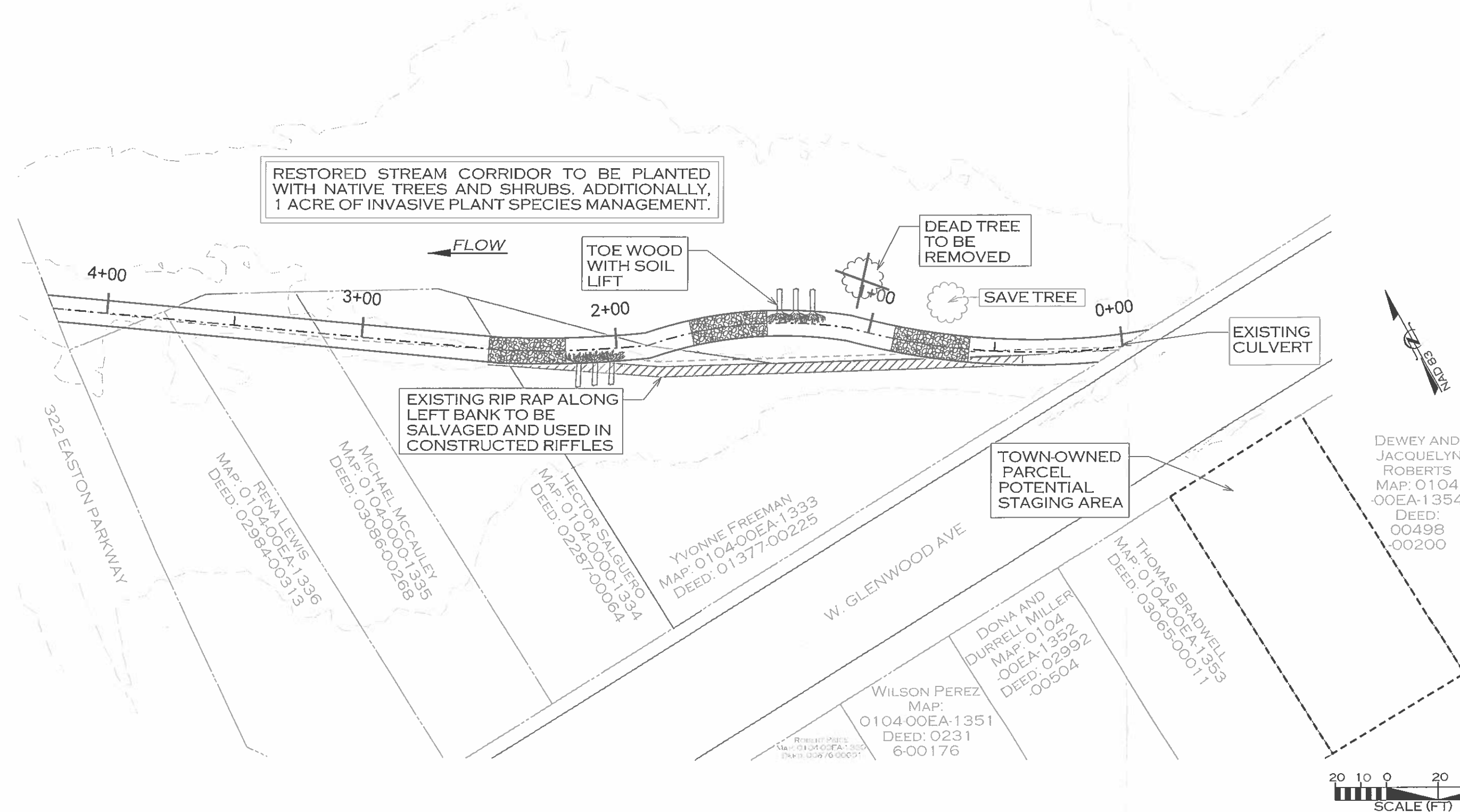
The Design-Build team will conduct monthly progress meetings with the designated Town of Easton staff and provide monthly progress reports. If needed, additional meetings, on a more frequent basis, will occur to assure proper progress and performance of work. Meetings will be attended by all appropriate Design-Build team members (e.g., Owner, Engineer, subcontractors, suppliers, etc.).

Proposed Project Schedule			
Project Milestone	Tasks	Months from NTP April 30, 2024	Est. Completion Date
Baseline Survey and Assessment	- Topographic Survey and Basemap - Watershed Assessment - Reach Level Geomorphic Assessments & Resource Inventory - Hydrology and Hydraulic Modeling - Wetland and Forest Stand Delineation Reports	1	05-31-2024
Concept Plan Development and Joint Permit Pre-Application Site Visit	- Concept plan development and Town meeting - Site visit with agency members associated with 404 and 401 permitting; at a minimum, USACE and MDE	2	06-28-2024
Design Development Permit Applications	- Complete design plans and permit applications for construction	8	12-06-2024

Proposed Project Schedule			
Project Milestone	Tasks	Months from NTP April 30, 2024	Est. Completion Date
Obtain Permits	Including but not limited to: - MDE & USACE joint Section 401 and 404 permits; - NPDES NOI permit; - Talbot County Grading permit; - USFWS and MDNR presence of Rare, Threatened and Endangered Species;	14	06-27-2025
Construction West Glenwood	- Construct the Project to the Design and Permit requirements - Monitor implementation strategies and sequences	17	10-03-2025
Construction Glenwood	- Construct the Project to the Design and Permit requirements - Monitor implementation strategies and sequences	17	10-03-2025
As-built Survey and Certificate of Credits	- Conduct project close-out with regulatory agencies - County inspection and approval	19	11-07-2025
Yrs. 1 - 3 Monitoring	- Conduct 3 years of monitoring and provide the required monitoring report by December of each monitoring year as required by all permits & TMDL monitoring requirements.	--	12-2026 to 12-2029

TAB G – CONCEPTUAL PLANS

TALBOT CO. BOARD OF EDUCATION
MAP: 0104-0000-1332
DEED: 02984-00307



3/19/2024
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REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO BOX 520, EASTON MD 21601

PREPARED IN THE OFFICE OF:

8808 CENTRE PARK DR., SUITE 205 COLUMBIA, MD 21045 LICENSE # 49330

PREPARED IN THE OFFICE OF:

8808 CENTRE PARK DR., SUITE 205 COLUMBIA, MD 21045 LICENSE # 49330

PROJECT ENGINEER

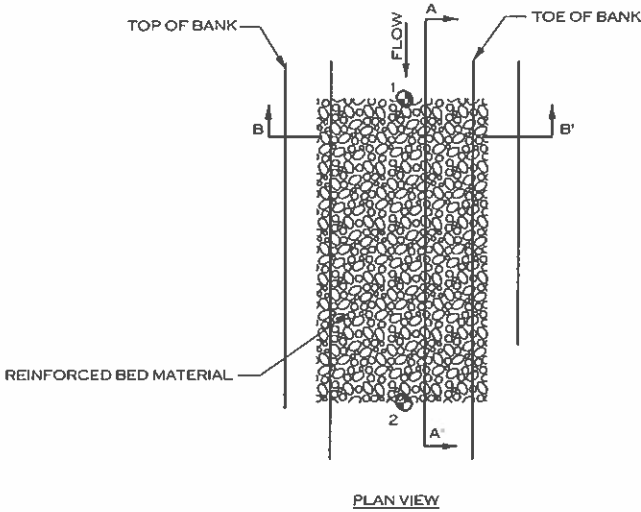
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CONSTRUCTED RIFFLE STRUCTURE

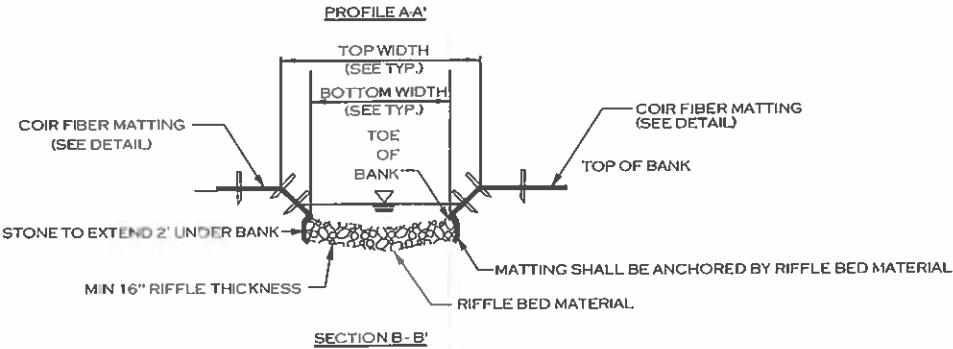
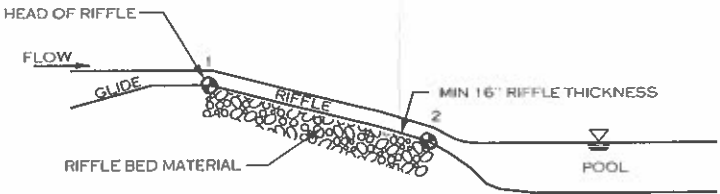
CR

DETAILS



⦿ - ELEVATION POINT (SEE STRUCTURE TABLE)

CONSTRUCTED RIFFLE STRUCTURE SPECIFICATIONS	
MATERIALS:	SPECIFICATIONS:
REINFORCED BED MATERIAL	SIZING TO BE DETERMINED



3/18/2024
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REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:


14 SOUTH HARRISON STREET, PO Box 520,
EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

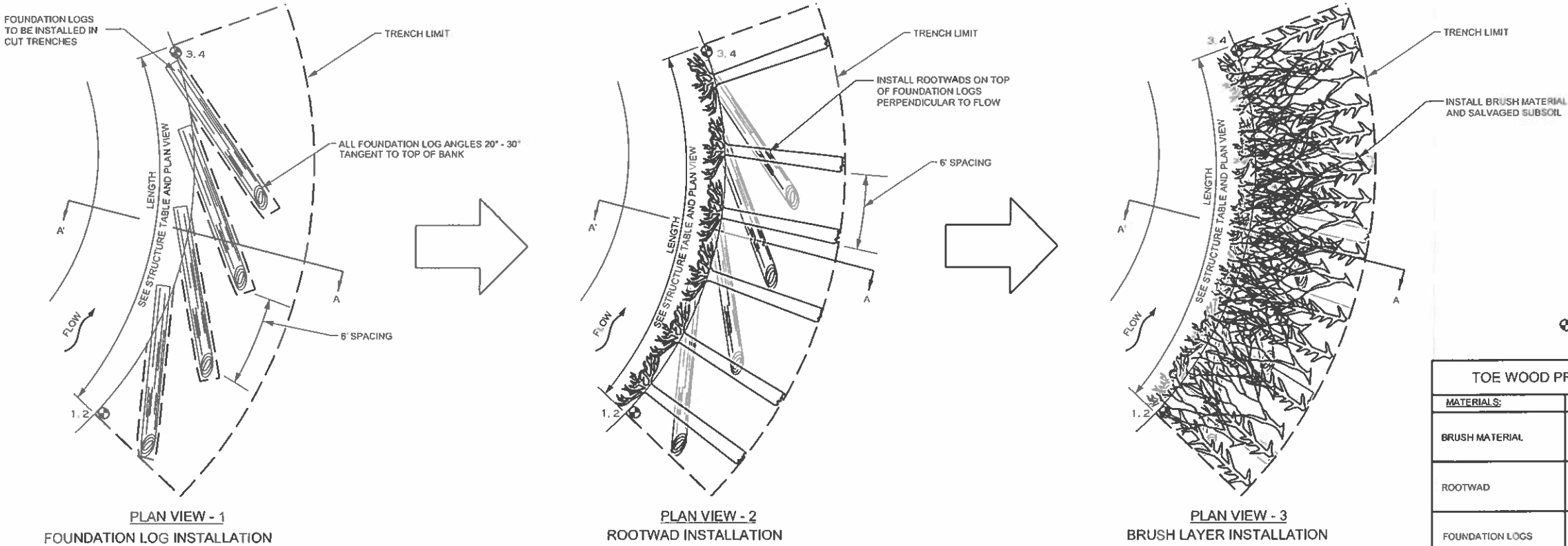
 **ECOSYSTEM
PLANNING &
RESTORATION**
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

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DETAILS

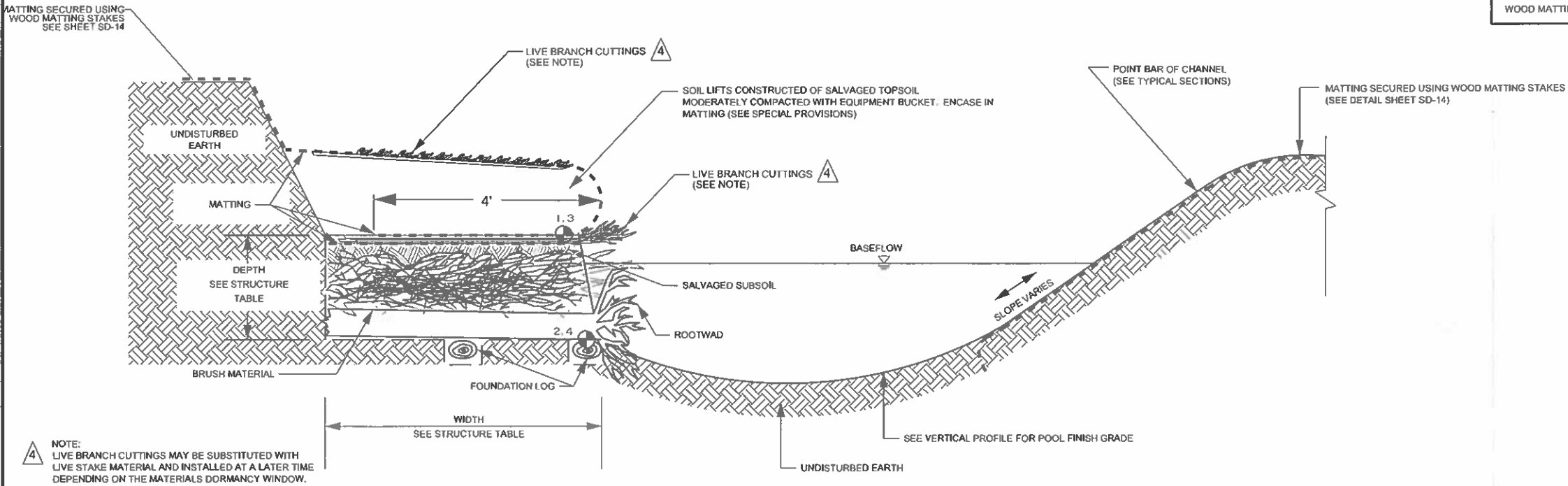
TOE WOOD PROTECTION STRUCTURE



⊕ - ELEVATION POINT (SEE STRUCTURE TABLES)

TOE WOOD PROTECTION STRUCTURE SPECIFICATIONS

MATERIALS:	SPECIFICATIONS:
BRUSH MATERIAL	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
ROOTWAD	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
FOUNDATION LOGS	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
MATTING	TYPE: TO BE DETERMINED
LIVE BRANCH CUTTINGS	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED
WOOD MATTING STAKES	TYPE: TO BE DETERMINED SIZE: TO BE DETERMINED



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1	CONCEPTUAL PLANS	MH	CW	

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1401

EXISTING CONDITIONS



PHOTO 1. EXTREME INCISION IMMEDIATELY DOWNSTREAM OF PIPE. INCISION IS LIKELY DUE TO SHEET RUNOFF FROM SURROUNDING IMPERVIOUS SURFACES.



PHOTO 2. EXISTING STREAM STRAIGHTENED TO BE PARALLEL TO NEARBY RESIDENCES. INVASIVES COVERING THE UNDERSTORY AND VINES CHOKING OUT NATIVE TREES.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 1. EXAMPLE PROJECT WITH STABLE RIFFLE POOL PLANFORM SHOWCASING A STABLE ENTRENCHMENT RATIO WITH NO VISIBLE INCISION.



PHOTO 2. EXAMPLE PROJECT SHOWS STREAM COEXISTING WITH NEARBY RESIDENCE. VIEW UPSTREAM OF CONSTRUCTED RIFFLE.

3/18/2024
K:\Pursuits\Pursuit_0063_Glenwood and West Glenwood Stream Restoration Design\Build-Easton\CADD\PLANS\Glenwood\GW_Photos1.dgn

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1	CONCEPTUAL PLANS	MH	CW	

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GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

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RESTORATION
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COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

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EXISTING CONDITIONS



PHOTO 3. STREAM IS STRAIGHTENED
AT CULVERT (PHOTO 2) AND FLOODPLAIN
IS NONEXISTENT DUE TO ROAD CONSTRAINTS.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 3. EXAMPLE PROJECT DISPLAYING A
BANKFULL BENCH AND CONSTRUCTED RIFFLE.



PHOTO 4. ROAD CULVERT AT DOWNSTREAM
EXTENT IS PROVIDING BACKWATER.



PHOTO 4. FINISHED RESTORATION SHOWS BROAD
FLOODPLAIN WITH NATIVE VEGETATION,
VIEW OF WOODY RIFFLE.

3/18/2024
PURSUIT63
GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD-EASTON\CADD\PLANS\GLENWOOD\GW_PHOTOS2.DGN

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EASTON MD 21601

GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLAN
TALBOT COUNTY, MD

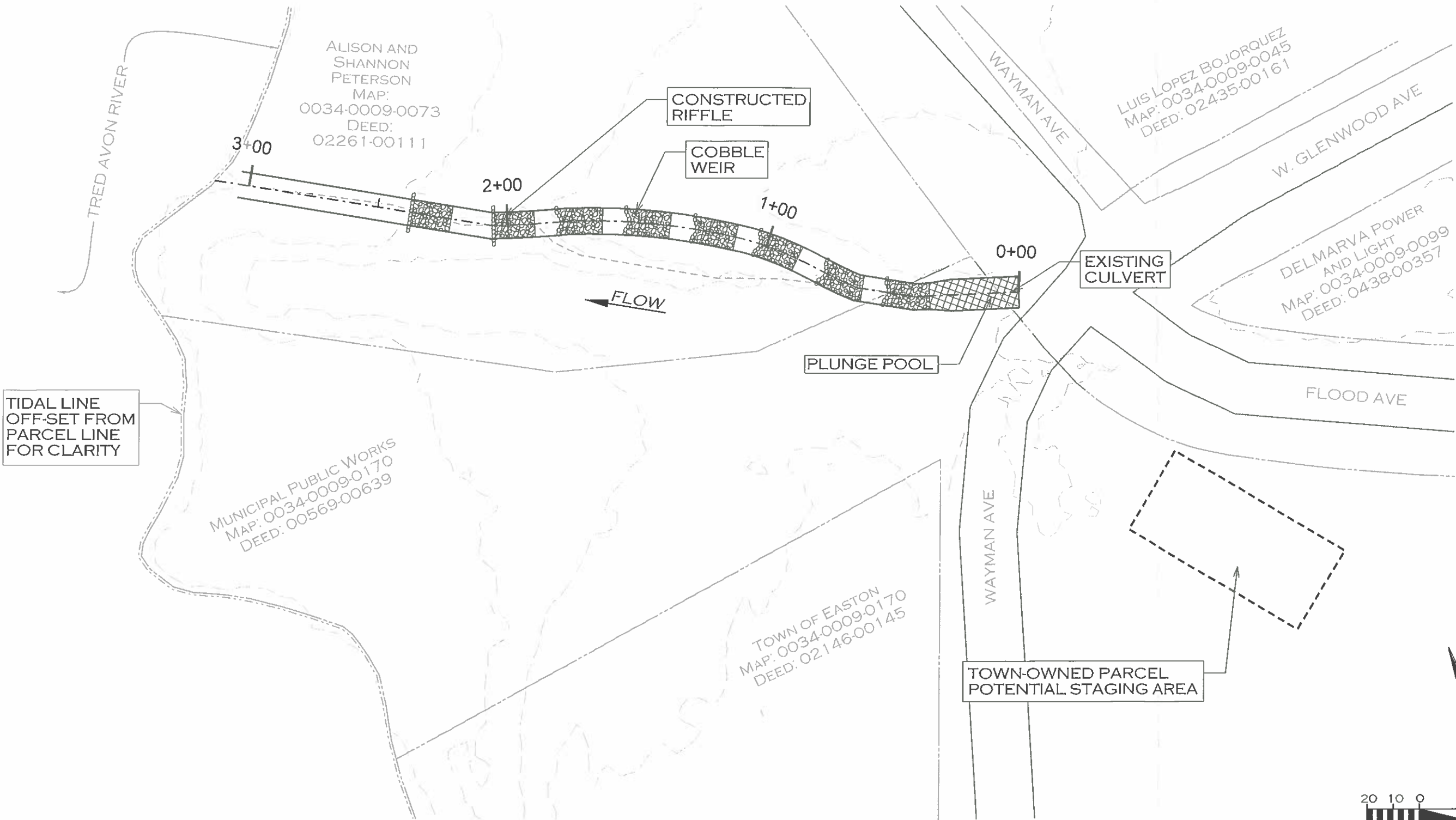
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COLUMBIA, MD 21045
LICENSE # 49330

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RESTORED STREAM CORRIDOR TO BE PLANTED WITH NATIVE HERBACEOUS AND SHRUB SPECIES. TREES NOT PROPOSED DUE TO POWER LINE RIGHT OF WAY.



3/19/2024

\\PURSUIT63\PROJECTS\0063_GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN\BUILD_EASTON\CADD\PLANS\WEST GLENWOOD\WG_EXCOND.DGN

REVISIONS				
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1	CONCEPTUAL PLANS	MH	CW	

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BOX 520, EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

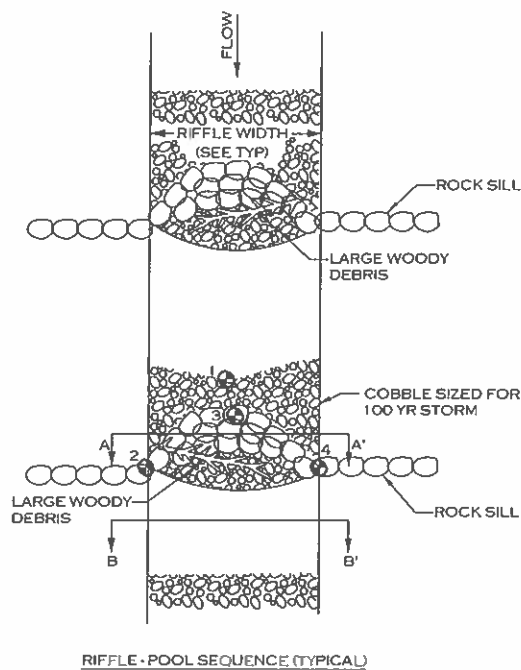


ECOSYSTEM
PLANNING &
RESTORATION

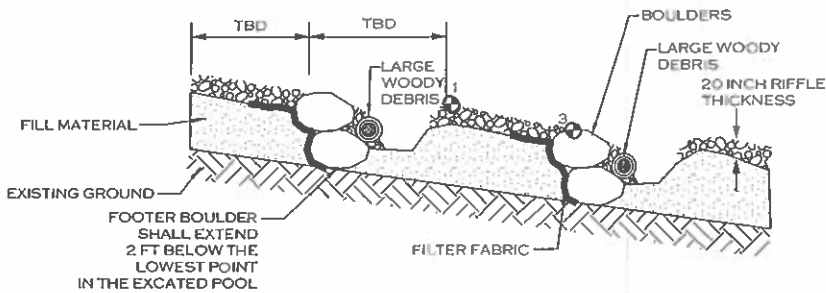
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COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

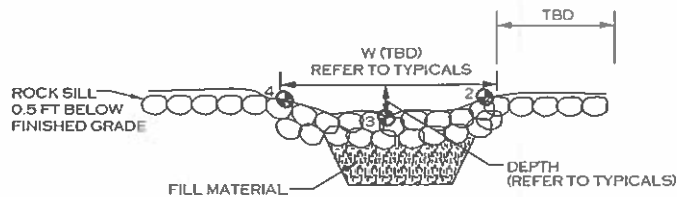
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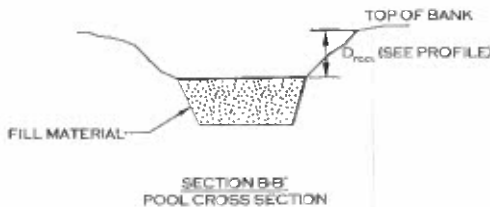
COBBLE WEIR LARGE WOODY DEBRIS AMOUNT AND LOCATION TO BE DETERMINED BY THE FIELD ENGINEER



PROFILE VIEW



SECTION AA' WEIR CROSS SECTION



SECTION BB' POOL CROSS SECTION

SPSC COBBLE WEIR SPECIFICATIONS	
MATERIALS	SPECIFICATIONS
BOULDER	TYPE: GRANITE OR COMPARABLE
	SIZE: TO BE DETERMINED
	NUMBER OF HEADER ROWS: TO BE DETERMINED
	NUMBER OF FOOTER ROWS: TO BE DETERMINED
FILTER FABRIC	NUMBER OF ROCK SILL ROWS: TO BE DETERMINED
	TYPE: TO BE DETERMINED
LARGE WOODY DEBRIS	TYPE: HARDWOOD
	SIZE: TO BE DETERMINED
COBBLE MATERIAL	TYPE: TO BE DETERMINED
NOTES FOR COBBLE WEIR STRUCTURES:	
1. FOOTER ROCKS SHALL BE INSTALLED SUCH THAT 1/3 TO 1/2 OF THE LENGTH IS DOWNSTREAM OF THE HEADER ROCKS.	
2. SOIL SHALL BE WELL COMPACTED AROUND BURIED PORTION OF FOOTER ROCKS WITH BUCKET OF TRACK HOE.	
3. INSTALL FILTER FABRIC UNDERNEATH FOOTER ROCKS.	
4. INSTALL COIR FIBER MATTING ALONG COMPLETED BANKS SUCH THAT THE COIR FIBER MATTING AT THE TOE OF THE BANK EXTENDS DOWN TO THE UNDERCUT ELEVATION.	
5. INSTALL LARGE STONE BACKFILL ALONG SIDE SLOPES.	
6. FINAL CHANNEL BED SHAPE SHOULD BE ROUNDED, COMPACTED, AND CONCAVE.	

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REVISIONS				
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1	CONCEPTUAL PLANS	MH	CW	

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EASTON MD 21601

PREPARED IN THE OFFICE OF:

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

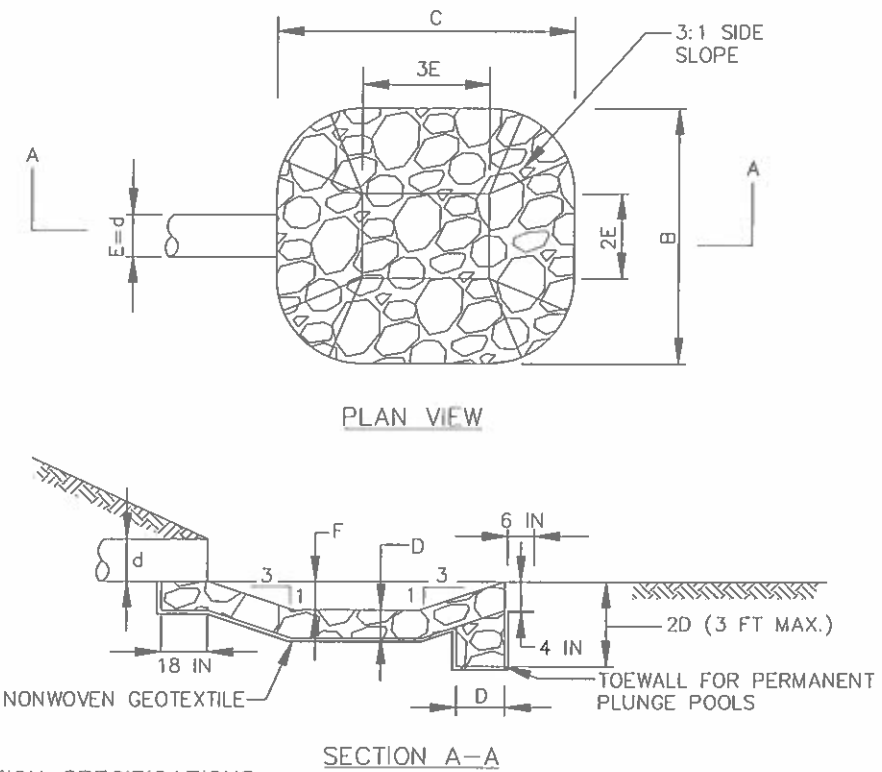

ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
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DETAIL D-4-2 PLUNGE POOL

STANDARD SYMBOL
PP



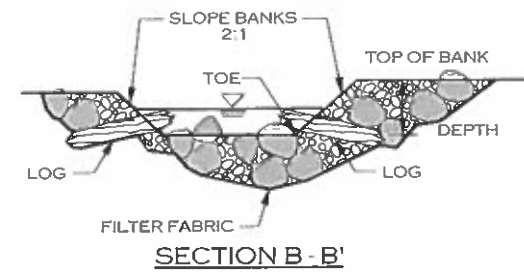
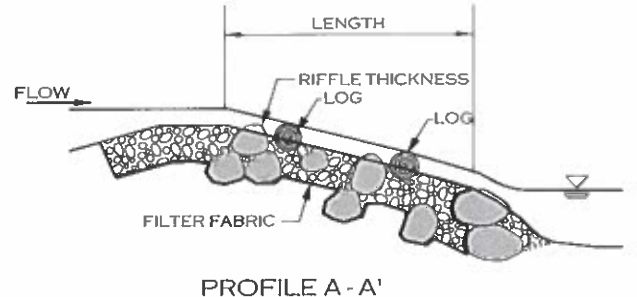
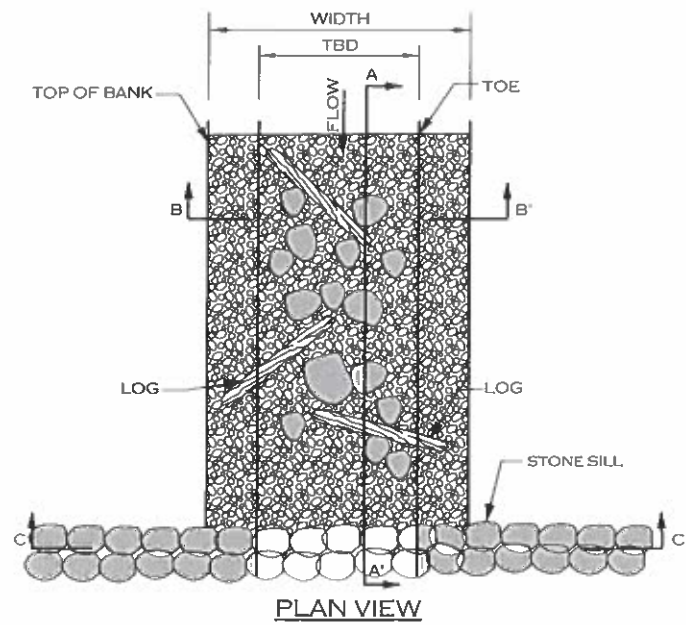
CONSTRUCTION SPECIFICATIONS

1. USE SPECIFIED CLASS OF RIPRAP.
2. USE NONWOVEN GEOTEXTILE AS SPECIFIED IN SECTION H-I MATERIALS, AND PROTECT FROM PUNCHING, CUTTING, OR TEARING. REPAIR ANY DAMAGE OTHER THAN AN OCCASIONAL SMALL HOLE BY PLACING ANOTHER PIECE OF GEOTEXTILE OVER THE DAMAGED PART OR BY COMPLETELY REPLACING THE GEOTEXTILE. PROVIDE A MINIMUM OF ONE FOOT OVERLAP FOR ALL REPAIRS AND FOR JOINING TWO PIECES OF GEOTEXTILE.
3. PREPARE THE SUBGRADE FOR THE PLUNGE POOL TO THE REQUIRED LINES AND GRADES. COMPACT ANY FILL REQUIRED IN THE SUBGRADE TO A DENSITY OF APPROXIMATELY THAT OF THE SURROUNDING UNDISTURBED MATERIAL.
4. EMBED THE GEOTEXTILE A MINIMUM OF 4 INCHES AND EXTEND THE GEOTEXTILE A MINIMUM OF 6 INCHES BEYOND THE EDGE OF THE SCOUR HOLE.
5. STONE FOR THE PLUNGE POOL MAY BE PLACED BY EQUIPMENT. CONSTRUCT TO THE FULL COURSE THICKNESS IN ONE OPERATION AND IN SUCH A MANNER AS TO AVOID DISPLACEMENT OF UNDERLYING MATERIALS. DELIVER AND PLACE THE STONE FOR THE PLUNGE POOL IN A MANNER THAT WILL ENSURE THAT IT IS REASONABLY HOMOGENEOUS WITH THE SMALLER STONES AND SPALLS FILLING THE VOIDS BETWEEN THE LARGER STONES. PLACE STONE FOR THE PLUNGE POOL IN A MANNER TO PREVENT DAMAGE TO THE GEOTEXTILE. HAND PLACE TO THE EXTENT NECESSARY.
6. AT THE PLUNGE POOL OUTLET, PLACE THE STONE SO THAT IT MEETS THE EXISTING GRADE.
7. MAINTAIN LINE, GRADE, AND CROSS SECTION. KEEP OUTLET FREE OF EROSION. REMOVE ACCUMULATED SEDIMENT AND DEBRIS. AFTER HIGH FLOWS INSPECT FOR SCOUR AND DISLODGED RIPRAP. MAKE NECESSARY REPAIRS IMMEDIATELY.

MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL

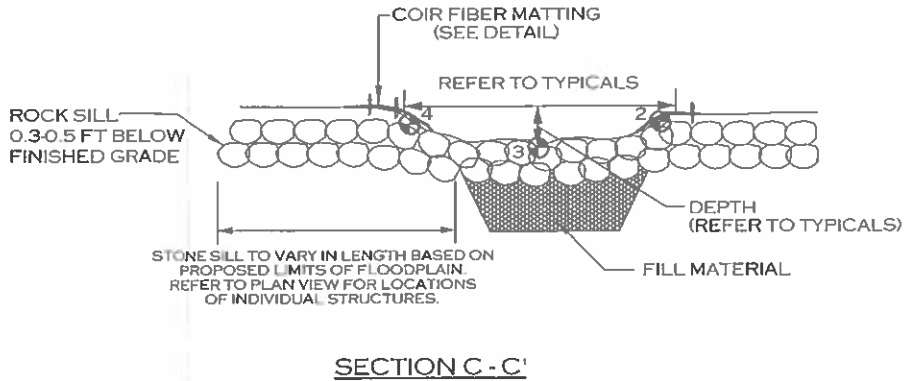
U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE 2011 MARYLAND DEPARTMENT OF ENVIRONMENT WATER MANAGEMENT ADMINISTRATION

CONSTRUCTED RIFFLE CR



CONSTRUCTED RIFFLE SPECIFICATIONS		
MATERIALS	SPECIFICATIONS	
LOGS	TYPE	LOG TYPE AND SIZE TO BE DETERMINED
	SIZE	
CASCADE MIX	TYPE	GRANITE OR COMPARABLE
	SIZE	
	MIX THICKNESS	STONE SIZING TO BE DETERMINED
	LOG TYPE	
BOULDER	TYPE	
	SIZE	
FILTER FABRIC	TO BE DETERMINED	
COIR FIBER MATTING	TO BE DETERMINED	

NOTES FOR CONSTRUCTED CASCADE STRUCTURES:
1. GRADE STREAMBED AND BANKS TO PROPOSED DIMENSIONS.
2. EXCAVATE APPROXIMATELY 18" BELOW PROPOSED GRADING.
3. LOGS TO BE DRIVEN INTO GROUND AT LEAST 3 FEET.
4. LOGS HAVE NO ORIENTATION TO FLOW REQUIREMENT.
5. ANGLE OF LOG SHALL NOT BE GREATER THAN 10 DEGREES FROM CHANNEL BOTTOM.
6. INSTALL COIR FIBER MATTING ALONG STREAMBANKS ENSURING MATTING IS SUFFICIENTLY TRENCHED ALONG TOP OF BANK.
7. FILL TRENCH WITH STONE TO FINAL DESIGN PROPOSED GRADE.



9/18/2024 1:11 PM PURSUIT63_GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGNBUILD_EASTON\CADD\PLANS\WEST GLENWOOD\WG_DTL_RIFFLE_PP.DGN

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:

14 SOUTH HARRISON STREET, PO Box 520, EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
FOR REVIEW PURPOSES ONLY
DO NOT USE FOR CONSTRUCTION

EXISTING CONDITIONS



PHOTO 1. EXTREME SCOUR UNDER PIPE EXHIBITS FLOODPLAIN DISCONNECTION AND INCISION.



PHOTO 2. EXISTING STREAM RUNS PARALLEL TO EXISTING TRAIL, DISPLAYING SIGNS OF HISTORIC STRAIGHTENING.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 1. EXAMPLE PROJECT WITH COBBLE WEIRS WITH POOLS TO ATTENUATE STORM FLOWS HANDLES LARGE VOLUMES OF WATER AT STEEP DROPS.



PHOTO 2. EXAMPLE PROJECT SHOWING CONSTRUCTED POOLS AND COBBLE WEIRS WITH LARGE WOOD TO PROVIDE ADDITIONAL ROUGHNESS.

3/18/2024
L:\PURSUIT63\GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN\BUILDO_EASTON\CADD\PLANS\WEST GLENWOOD\WG_PHOTOS1.dgn

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV.	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:


14 SOUTH HARRISON STREET, PO Box 520,
EASTON MD 21601

PREPARED IN THE OFFICE OF:

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:

 ECOSYSTEM
PLANNING &
RESTORATION
8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
FOR REVIEW PURPOSES ONLY
DO NOT USE FOR CONSTRUCTION

EXISTING CONDITIONS



PHOTO 3. STREAM IS DEEPLY INCISED AND DOWNCUTTING IS ENCROACHING ON THE NEARBY TRAIL WALK.



PHOTO 4. VEGETATION HAS VERY LITTLE ROOTING DEPTH AND THERE IS NO FLOODPLAIN CONNECTIVITY.

PROPOSED CONDITIONS (EXAMPLE PROJECT)



PHOTO 3. COBBLE WEIRS WITH WOODY DEBRIS ENSURE THAT STREAM MAINTAINS LATERAL STABILITY AND DOES NOT MIGRATE Laterally.



PHOTO 4. VEGETATION IS PLANTED WITHIN THE BANKFULL WITH OF EXAMPLE PROJECT SO TREES WILL BE FED BY CHANNEL.

3/18/2024
L:\PURSUIT63_PURSUIT_0063_GLENWOOD AND WEST GLENWOOD STREAM RESTORATION DESIGN\BUILD_EASTON\CADD\PLANS\WEST GLENWOOD\WG_PHOTOS2.DGN
A001

REVISIONS				
NO.	DESCRIPTION	ENGR.	APPROV	DATE
1	CONCEPTUAL PLANS	MH	CW	

PREPARED FOR:



14 SOUTH HARRISON STREET, PO BOX 520.
EASTON MD 21601

WEST GLENWOOD
STREAM RESTORATION
CONCEPTUAL PLANS
TALBOT COUNTY, MD

PREPARED IN THE OFFICE OF:



ECOSYSTEM
PLANNING &
RESTORATION

8808 CENTRE PARK DR., SUITE 205
COLUMBIA, MD 21045
LICENSE # 49330

PROJECT ENGINEER

PROGRESS DRAWING
FOR REVIEW PURPOSES ONLY
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TAB H – PROPOSAL FORMS

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 19 day of March 20 24,

By Ecosystem Planning and Restoration, LLC

Business Address 8808 Centre Park Drive, Suite 205, Columbia, MD 21045

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>1</u>	<u>2/29/24</u>	<u>12</u>
<u>2</u>	<u>3/8/24</u>	<u>2</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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 by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$19,167.50
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$41,661.50
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$133,858.35
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$7,622.00
5	Year 1 Monitoring	\$4,885.00
6	Year 2 Monitoring	\$4,565.00
7	Year 3 Monitoring	\$4,565.00
<i>Subtotal Glenwood Stream Restoration (Items 1 through 7)</i>		\$216,324.35
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$19,167.50
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$40,057.50
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$124,708.34
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$6,562.00
12	Year 1 Monitoring	\$3,917.00
13	Year 2 Monitoring	\$3,597.00
14	Year 3 Monitoring	\$3,597.00
<i>Subtotal West Glenwood Stream Restoration (Items 8 through 14)</i>		\$201,606.34
Total Base Bid (Items 1 through 14)		\$417,930.69

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four hundred seventeen thousand nine hundred thirty dollars
and sixty nine cents

Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Ecosystem Planning and Restoration, LLC

Bidder – Company Name

8808 Centre Park Drive, Suite 205, Columbia, MD 21045

Address

Signature

3/19/2024

Date

Richard Starr

Vice President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
Planting	Planting	Ecological Restoration and Management, Inc. 10600 York Road Cockeysville, MD 21030 (410)583-5678	18%

Attach additional pages as necessary. Types of Work not listed indicted that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Howard

STATE OF: MD

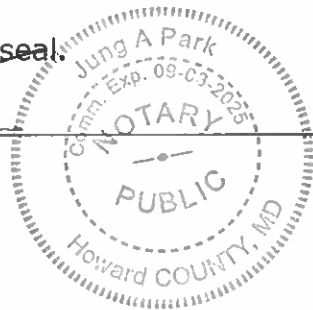
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Richard Starr

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.

Jung A Park
(NOTARY PUBLIC)

My Commission Expires: 09/03/25



[Signature]
Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

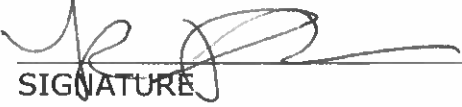
**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3/19/24

DATE


SIGNATURE

Richard Starr

PRINTED

Vice President

TITLE

Ecosystem Planning and Restoration, LLC 8808 Centre Park Drive, Suite 205
FIRM NAME AND ADDRESS Columbia, MD 21045

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Ecosystem Planning and Restoration, LLC

as Principal, and

AXIS Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5%) (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

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.

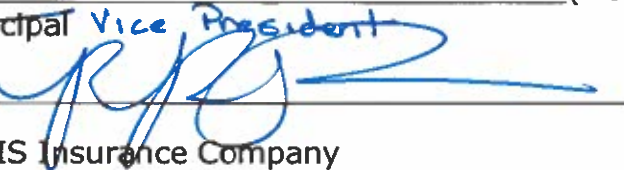
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any extension.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

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.

Ecosystem Planning and Restoration, LLC (L.S.)

~~Principal~~ Vice President

By: 

AXIS Insurance Company

Surety

By: 

Kayley Heller, Attorney-In-Fact

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 Maryland.

END OF SECTION

POWER OF ATTORNEY

Know All Men by These Presents: That AXIS Insurance Company, an Illinois property and casualty company, (the "Company") does hereby appoint:

Kayley Heller

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and

RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By: 

Printed Name: Andrew M. Weissert

Title: Senior Vice President

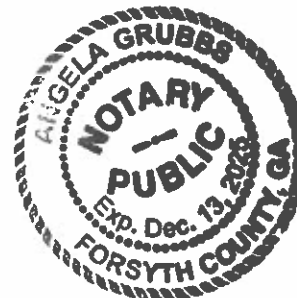


STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.


Notary Public

**CERTIFICATION**

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 21ST day of March, 2024

By: 

Printed Name: Frances R. Mathis

Title: Assistant Secretary





Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
717.428.9368
FAX 833-384-9831

March 20, 2024

Town of Easton
14 South Harrison Street
Easton, Maryland 21601
RE: Glenwood and West Glenwood Stream Restoration Design-Build

To Whom it may concern,

Aquatic Resource Restoration Company (ARRC) is pleased to submit a proposal for the Glenwood and West Glenwood Stream Restoration Design-Build project.

Since our establishment in 2001, ARRC has specialized in providing turnkey design/build services for wetland mitigation, stream, floodplain & wetland restoration projects. Our staff of 30 plus professionals provide comprehensive services. At ARRC we integrate the progressing world with environmental ethics and sustainability. Our perspective and approach is based on navigating challenging demands of an evolving and complex world while preserving and enhancing the critical balance of the natural world. Findings ways to incorporate and protect our land and water resources guides our passion and drive to deliver our clients needs.

ARRC provides design/consulting & construction services throughout Pennsylvania, Maryland, Virginia, and Delaware, from our headquarters in York, PA. By integrating the above design/build services with our specialized equipment, expertise & staff, ARRC delivers full scale, functional projects to its clients in an economic package while creating long term, sustainable results.

Sustainable Science, LLC has joined our team to provide us with stormwater outfall stabilization and stream restoration design services, environmental permitting services, and civil and geotechnical engineering support for a proposed pedestrian bridge. Sustainable Science will also provide post-construction monitoring services for the project.

We appreciate your consideration, and look forward to the opportunity to offer ARRC's prompt, efficient services to help the Town reach their program goals.

Respectfully Submitted,

Aquatic Resource Restoration Company

Brady Riedel
Senior Estimator
717.825.1851 | bradyr@arrc1.com





Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
717.428.9368
FAX 833-384-9831

A. Description of Design-Build Team's experience

ARRC and Sustainable Science have successfully completed multiple water quality wetland systems, stream restoration, and stormwater BMP's located throughout the Delmarva Peninsula. ARRC has constructed multiple stream restoration and wetland creation projects throughout the Mid-Atlantic Region during the past 23 years. ARRC has designed and construction over 100+ miles of stream restoration and over 1000 acres of wetland creation/enhancement. Most of these projects were through public funding working with local conservation groups and landowners to enhance and preserve the native flora and fauna, protect sensitive environmental areas, and reduce sediment and nutrient loading, while incorporating landowner needs into the projects.

B. Resumes

- a. See attachment A

C. Concept Narrative

**Regenerative Stormwater Conveyance (RSC) System
West Glenwood Site**

The project intent is to stabilize the outfall channel located along the park and electric transmission line ROW. Our proposal includes two options for this stream reach. Option #1 would include the relocation of the channel using RSC approach through the park as shown on the attached concept plan. Option #2 would include RSC approach as well but keep the stream at its current location. Upon selection of the preferred option by the Town of Easton, our team will move forward with design/permit, construction, and post construction monitoring of the project.

The Regenerative Stormwater Conveyance (RSC) system is an innovative approach to managing stormwater runoff, aiming to mitigate the impacts of intense storm events, which are becoming increasingly frequent due to climate change. This system is designed to treat surface runoff and facilitate groundwater recharge, supporting baseflow conditions essential for stream health and resilience. By incorporating a sand-woodchip mix within the constructed pools, the RSC system fosters nitrogen-reducing conditions, a critical step in decreasing nutrient transport that can lead to eutrophication in downstream aquatic ecosystems. The strategic placement and engineering of these pools not only enhance denitrification processes but also significantly contribute to sediment retention, reducing the transport of sediment and associated nutrients. Moreover, this system plays a pivotal role in enhancing habitat diversity, providing a mosaic of aquatic and semi-aquatic environments conducive to the support of a wide range of species. Option #1 includes the addition of a free-standing pedestrian access bridge directly downstream of the first riffle pool exemplifies a thoughtful integration of ecological engineering with community access and educational opportunities, allowing for close-up views and appreciation of the RSC system's functions and benefits. This bridge also symbolizes the bridge between human needs and ecological integrity, highlighting the importance of sustainable infrastructure in building resilience against climate change impacts.





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York, PA 17403
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Stream Restoration Glenwood Site

Our goals/objectives of this site is to relocate the channel away from the left high bank on the residential side of the stream to the opposite floodplain on the school property. The intent is to design and construct a natural channel type stream restoration due to the slopes and site limitations as opposed to a RSC type design. This will eliminate the concerns of the residents regarding the nature of the slope and potential bank failure. Secondary benefits can be provided to the school by using this area as an environmental education area.

The stream restoration project embodies a comprehensive approach to enhancing ecosystem resiliency and functionality within the floodplain. Addressing site-specific conditions, this project focuses on the long-term stability of the channel and banks, and the re-establishment of a natural floodplain, pivotal for the absorption and dissipation of floodwaters, thereby reducing the risk of property damage and improving ecosystem health. Through the strategic rerouting of the stream to a more central position in the floodplain, this initiative seeks to maximize ecological benefits while minimizing impacts on existing properties and avoiding unnecessary disturbances to mature trees, aligning with conservation priorities and climate adaptation strategies. Employing standard stream restoration practices, such as the use of logs, boulders, root wad deflectors, log steps/weirs, and the creation of floodplain areas and riffle/pool segments, the project aims to restore natural flow regimes. This restoration work is crucial for decreasing channel erosion and incision, reconnecting the stream to its floodplain, and re-establishing conditions that promote denitrification processes. Furthermore, these efforts contribute to the enhancement of habitat diversity, providing a robust foundation for the resilience of local ecosystems in the face of climate change. The deliberate avoidance of tree disturbances in the rerouting process underscores a commitment to preserving existing natural resources and biodiversity, ensuring that the restoration project enhances, rather than detracts from, the ecological integrity of the area.

In both projects, the emphasis on resiliency, climate change adaptation, and ecological integrity highlights the role of ecological engineering in crafting solutions that not only address immediate environmental challenges but also foster long-term sustainability and biodiversity conservation.

D. Example Projects with References

1. Cecilton Farms Phase 1—was construction of 4 separate water quality wetland systems designed by Sustainable Science, managed by Shore Rivers, and constructed by ARRC. As a team, we coordinated the entire project with the Landowner as part of the project was installation of wetland berms that doubled as agricultural crossings for equipment as well as center pivot irrigation systems.
 - a. Josh Thompson (302) 841-0176 jthompsonrestoration@gmail.com
2. Hickman Farm—Was creation of 19 acres of water quality wetland system that was managed by Shore Rivers and constructed by ARRC. As part of the project, ARRC coordinated with the Landowner to provide in-field changes for stockpile locations that





Aquatic Resource Restoration Company
350 Hill Street
York, PA 17403
717.428.9368
FAX 833-384-9831

would benefit in the future. Also assisted in reconstructing an NRCS waterway during construction of the water quality wetland system. ARRC also coordinated and assisted with fixing and replacing the clay core in the Landowners pond.

- a. Josh Thompson (302) 841-0176 jthompsonrestoration@gmail.com
3. Swantown Creek Ecological Restoration Project—This project consisted of the design-build team of ARRC, Clear Creeks Consulting, and BayLand Consultants and Designers to assess, design, and implement restoration of gullies and unstable stream reaches in Kent County, MD. The project was built in conjunction with the Sassafras River Association to stabilize streams, incorporate agricultural best management practices with the landowner, and reduce sediment and nutrient loadings to Swantown Creek.
 - a. Rocky Powell (410) 960-8727 clearcreeks1994@gmail.com
4. Taylor Farm Nature Conservancy—ARRC worked with The Nature Conservancy, NRCS, and Fish and Wildlife Service to construct approximately 2,000 linear feet of stream restoration in Berlin, MD. The project was constructed to provide water quality and habitat enhancements to a large former chicken farm.
 - a. Mike Dryden (410) 548-3177 ext. 1295 mdryden@salisbury.md
5. Pocomoke River—This was multiple projects located throughout the Pocomoke River watershed which included breaches in the levees on both banks of the river to reestablish the floodplain connection to the adjacent forested wetland floodplains. These projects were constructed in coordination with The Nature Conservancy and NRCS.
 - a. Mike Dryden (410) 548-3177 ext. 1295 mdryden@salisbury.md
6. Slippery Rock University—ARRC completed 6 dam removals and constructed approximately 2,000LF of natural channel design stream restoration/enhancement for the State System of Higher Education—Commonwealth of Pennsylvania
 - a. Justin Wagner (412) 429-1580 jwagner@cecinc.com
7. Southern York County School District—ARRC has held snowplowing contracts with SYCSD for the past 2 years and extends for another 3 years. Most of ARRC's stream restoration operators and laborers have the following background checks as well as FBI fingerprint registration:
 - a. Pennsylvania Criminal Records Check
 - b. PA Department of Public Welfare Child Abuse History Clearance
 - c. Federal Criminal History Record Information (CHRI) in a manner prescribed by the Pennsylvania Department of EducationRandy Buffington 717-235-4811 ext. 7281 randall.buffington@syncsd.org

E. Proposed Schedule

Schedule based upon Notice to Proceed date of April 30, 2024

1. Project kickoff & pre-application meetings (1 month)
2. Topographic Survey of Project Area (2 weeks)
3. Wetland and Stream Field Studies/Data Collection (2 weeks)
4. RSC and Stream Restoration Plan Design (1-2 months)
5. Joint Permit and E&S Application Preparation (1 month)
6. Permit Submittals & Agency Review and Approval (6-9 months)





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7. Construction Implementation (Summer 2025)
8. Post Construction Monitoring and Reporting (2026-2029)

F. Proposal Form
See Attachment B

G. Bid Bond
See Attachment C



ATTACHMENT A RESUMES

Relevant Education:

B.S., Agronomy, 1987, University of Maryland
Engineering Technician Level III NICET

Relevant Training:

- 'Applied Fluvial Geomorphology' Pagosa Springs, CO
- 'River Morphology and Applications' Pagosa Springs, CO
- 'River Assessment and Monitoring' Pagosa Springs, CO
- 'River Restoration and Natural Channel Design', Pagosa Springs, CO

Professional Training:

Mr. Irwin's 30-year professional career has focused on identifying, analyzing, and mitigating potential negative impacts to our natural resources. His project experience includes watershed assessment, stream restoration, storm water management, erosion control planning, wetland delineation and mitigation design, and water quality studies. For the past 15 years, Mr. Irwin has concentrated his efforts on applying the principles of natural channel design along with environmental construction projects.

Mr. Irwin is both specially trained and highly experienced in the assessment, restoration, and enhancement of streams using fluvial geomorphology methods. His field experience includes stream and river classification, field data collection associated with stream dimension, pattern, and profile, watershed monitoring assessments, and streambank stability evaluations. Mr. Irwin uses the resulting data to prioritize impaired streams and develop watershed restoration plans.

Mr. Irwin has extensive experience in the construction of stream restoration and wetland mitigation projects, site work and other environmental construction projects. As Director of Construction, Mr. Irwin coordinates labor, material, and scheduling of projects. He oversees construction ensuring effectiveness and operates equipment regularly to construct specialized detailed installation projects. Stream restoration experience includes various design and implementation strategies, including FGM on over 20+ miles of stream.

Relevant Project Experience:

Wetland Restoration/Mitigation

During the last 25 years over 400+ acres of wetland restoration and/or mitigation design has been completed for both private and municipal projects throughout a 5-state region. Projects have ranged from less than 1 acre to over 28 acres in size. Projects have provided restoration of converted wetland habitats and creation of new wetland habitats. Wetland projects include the following types: Forested, emergent, scrub shrub, shallow water and vernal pools.

Ohio- American Landfill construction and over site of a 10-acre wetland for the existing landfill expansion. The project value \$165,000.00

Laurel Maryland- Constructed and planted a 28-acre mixed emergent scrub shrub wetland as the largest private wetland mitigation bank in the state of Maryland. The project value \$583,000.00

Pennsylvania- Constructed 22 acres of wetlands utilized for the I-99 highway mitigation bank in Port Matilda, PA. The wetlands were designed as emergency wetlands. ARRC assisted in field modifications that saved \$25,000.00 in excavation cost which allow the construction of an additional two acres of wetland area. The project value \$591,492.00

Relevant Education:

Bachelor of Science, Environmental Resource Management, The Pennsylvania State University
Specialization in watershed and resource management

Relevant Training:

- 'Applied Fluvial Geomorphology' Asheville, NC
- 'River Morphology and Applications' Asheville, NC
- MS4 Compliance Training, York, PA
- NPDES Permit Application Training, York, PA
- Wetland Delineation Methodology Training, Carlisle, PA
- Riparian Buffer Install and Maintenance, Stroud, PA
- MSHA/OSHA Construction Safety, Laurel, MD

Relevant Experience:

Aquatic Resource Restoration Company, York, PA 2011 – Present

- Project Manager for all stream, wetland, habitat, and water management projects
- Review and develop design and implementation plan for functionality and cost savings
- Schedule daily construction and business operations
- Oversight of business management and planning
- Logistics and materials planning
- Analyze and secure site and project plans in procurement and bid process.
- Delineate wetlands for site assessment and construction.
- Communicate with landowners to adapt projects to landowner and ecologic needs.
- Conduct post-construction project monitoring.
- Operate and oversee equipment and construction resources on project sites.

The Conewago Creek Initiative, Middletown, PA

- Coordinated outreach events in the watershed community.
- Managed project site and proposal documents and data
- Analyzed community response to surveys and projects to direct goals of the initiative.
- Developed a strategic turnkey short-term monitoring plan to identify restoration indicators.
- Consulted on BMP and restoration designs to land up owners.
- Collaborated with state, local, and federal organizations to ensure completion of projects.

Pennsylvania Fish and Boat Commission, PA

- Installed in-stream structures for the structures purpose of habitat improvement.
- Monitored life and stability of Houserville Restoration Project

Codorus Creek Improvement Partnership, York, PA

- Assisted Executive Director in daily operations of conservation.
- Monitored water and watershed quality to ensure resource preservation.
- Designed Living Classroom curriculum to raise environmental awareness with area youth.

10 years of experience in watershed restoration and construction activities. Has managed and implemented a variety of restoration projects throughout Pennsylvania, Maryland, New York, New Jersey, and Ohio. Has an educational background in environmental management and work background in construction directly related to surface water resources. Mr. Kauffman has managed and implemented over 5+ miles of stream restoration, 45+ acres of wetland, 1 mile of regenerative storm water and various storm water BMPs and site storm water retrofits in his career. Construction focus includes wetland mitigation, floodplain restoration, stream restoration for FGM and fish habitat, as well as storm water management techniques. Oversees consulting services for design, survey, permitting and design/build projects.



Relevant Education:

Bachelor of Science, Business Management & Marketing, The Pennsylvania State University (2011-2015)

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2018 – Present

Nathan Irwin serves as the Vice President of ARRC. He is responsible for the day-to-day operations of all divisions of the company from Operations, Project Management, Estimating, Administrative & Native Nursery. Other responsibilities include managing & tracking weekly schedules and progress for all active projects, as well as tracking invoicing, financial performance, corporate licensing & other administrative needs. He is also responsible for assisting in scheduling logistics for both construction and nursery activities and tracking the schedules & requirements for estimates of both construction and planting projects. Nathan is also chairman of the ARRC Safety Committee, and responsible for both short-term & long-term strategic planning for the company with stakeholders.

Since Nathan's appointment to Vice President since 2020, ARRC has accomplished the following:

- 3-year Gross Revenue of \$22.135MM
- ARRC completed the largest single contract of \$4.53MM in 2022.
- Increased staffing from 26-42 staff
- Secured construction contracts of \$7.412MM in 2022.
- Secured Nursery contracts with CBF of \$1.582MM
- Added HCSS, Heavy Bid & Viewpoint Construction Software
- Restructured company for better divisional & overall efficiency & performance.
- Overhauled company internal processes & procedures
- Started Monthly Safety Committee
- Acquired Business license for Delaware.
- Corporate headquarters moved in September of 2022

Pre 2020, Nathan previously worked in ARRC as a laborer/small equipment operator as well as in the native nursery propagation & caring for plant material. Nathan also previously assisted project management with managing small construction & plant installation projects and assisted estimators in performing takeoffs/completing pre-qualification documentation.

Relevant Education:

Bachelor of Science: Environmental Biology; minor in Watershed Management, Mansfield University of Pennsylvania

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2013–Present

Brady Riedel has been the Lead Estimator at ARRC since January of 2020. Mr. Riedel is responsible for sourcing stream, wetland & floodplain restoration RFP's and providing full scope pricing to the respective owners of these projects along with incidental documentation to meet RFP requirements. Mr. Riedel has been with ARRC since 2013 and started his career at ARRC working in the field as a laborer installing plant material as well as invasive spraying. Since then, Brady had developed a diverse skillset through applying for funding & acquiring permits for pond, stream, and wetland projects as well as performing wetland delineations and site evaluations. Brady also assisted the project management team on projects from 2018-2020 before becoming Lead Estimator.

Since becoming Lead Estimator, ARRC has been awarded the following:

- Patuxent Mitigation Bank - \$4.53M, largest single construction contract in ARRC history.
- Bullfrog Valley/Deer Run Floodplain Restoration - \$2.52M.
- Upper Scotts Level Branch Park Stream Restoration - \$2.5M
- Quaker Stream Restoration - \$1.114M.
- Wissahickon Creek - \$870K.
- Hickman Farms Wetland Restoration - \$848K.
- Black Run Floodplain Restoration - \$629K.
- Lions Pride Park Ecology Uplift - \$528K.
- Shawnee Run Stream Restoration - \$207K.
- Peter's Creek Stream Restoration - \$169K.

Certifications:

- Certified Commercial Pesticide Applicator; PA
 - Aquatic
 - Right-of-Way
 - Forest Pest Control
 - Ornamental & Shade Tree

Relevant Education:

B.S. in Science and Environmental Studies, Shenandoah University

Relevant Experience

Aquatic Resource Restoration Company, York, PA

2020 – Present

- Survey/Layout Technician (2020 – Present)
- Planting Crew Laborer (2020)
- As-Built Surveying
- Pre-Construction Monitoring
- Resource Site Assessment
- BANCS Assessment
- Monitoring
- Assist on Design and Permitting
 - Pennsylvania Chapter 105

Certifications:

- Maryland Erosion and Sediment Control Certification (#RPC024530)
- MSHA Construction Safety
- OSHA Construction Safety

Relevant Education:

B.S. in Environmental Studies; Specialization in Policy and Management, McDaniel College

Relevant Experience:

Aquatic Resource Restoration Company, York, PA

2021 – Present

- Project Estimating (2022 – Present)
 - Material/Cost Pricing
- Project Permitting (2022 – Present)
 - Pennsylvania Chapter 105
- Support with Project Management Responsibilities (2021 – 2022)
- Assist in Layout/Survey Procedures
- Monitoring
- Document Management of Contracts, Sub-Contracts, and Bonds
- Administrative Support for Environmental Consulting and Construction Staff

Certifications:

- MSHA Construction Safety
- OSHA Construction Safety

CONSTRUCTION: Key foreman part of ARRC's 20 field staff:

HOWARD CARTER

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2006 - Present

Certifications:

- OSHA 10
- MSHA
- Class B CDL
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")
- MDOT SHA/MTBMA Training – SHA Erosion and Sediment Control (E&SC) Certification Program (Yellow Card)

Brian Zink

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2021-Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

MARK MILLER

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2017-Present

Certifications:

- OSHA 10
- MSHA

TANNER SWARTZ

**FOREMAN
HEAVY EQUIPMENT OPERATOR**
2020-Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

STEPHEN WALKER

HEAVY EQUIPMENT OPERATOR
2006 - Present

Certifications:

- OSHA 10
- MSHA
- Maryland Department of Environment (MDE) Responsible Personnel Certification (RPC) Course (Formerly "Green Card")

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Education: B.S.C.E., Water Resources Engineering, University of Maryland, College Park, MD
A.A., Environmental and Renewable Resources Technology/Wildlife Management-
Honors Graduate, Garrett Community College, McHenry, MD

Professional Experience: **Sustainable Science**, Denton, Maryland
Principal Ecological Engineer (June 2000 – present)

Enviromental Concern, St. Michaels, Maryland
Vice President / Construction & Consulting Director (June 1996 – June 2000)

Lanai Company, Island of Lanai, Hawaii
Superintendent of Utilities (June 1994 – June 1996)

Herbst & Associates, Reisterstown, Maryland
Associate Engineer / Staff Ecologist (March 1979 – June 1994)

Relevant Project Experience:

Sustainable Science:

- Manage and plan engineering services for hydrology studies, stream restoration, shoreline stabilization, ecological restoration and creation projects from preliminary to final plans and specifications
- Execute natural resource field data collection, reduction and analyses
- Perform field topographic surveys and preparation of topographic sheets
- Executes water budget analyses using both standard and innovative engineering methodologies

While at Environmental Concern:

- Managed the wetland consulting and construction departments including proposal generation, field activities and design execution
- Taught professional courses on wetland delineation, hydrology, functional assessment, hydric soils and wetland treatment systems
- Published several articles on wetland & stream hydrology and construction techniques
- Conceptualized and executed vegetational inventory using hyperspectral imagery
- Managed the wetland and natural resource components of the NYCDEP Staten Island, NY project

While with Lanai Company:

- Managed electrical, sanitary and potable water utilities for the Island of Lanai, Hawaii
- Conceptualized and oversaw installation of well and reservoir telemetry system
- Supervised the startup of tertiary treatment facility using water hyacinth to replace potable water golf course irrigation source
- Performed archival record search and orchestrated field logistics for the TDM ground water survey for the Island of Lanai

While with Herbst & Associates:

- Executed geotechnical engineering studies from proposal to final design
- Managed and performed over 200 wetland delineation and permitting projects beginning in 1984

F. ALBERT MCCULLOUGH III, P.E., PWS

Job Category: Principal Ecological Engineer

Professional Certifications:

- Registered Professional Engineer in Delaware, Hawaii, Maryland, Pennsylvania, Virginia and Washington D.C.
- Professional Wetland Scientist by Society of Wetland Scientists
- Certified Corps of Engineers Wetland Delineator

Professional Affiliations:

- Member of Chi Epsilon National Civil Engineering Honor Society
- Vice President of Mid-Atlantic Chapter of the Society of Wetland Scientists (2000 to 2003)
- President of Mid-Atlantic Chapter of the Society of Wetland Scientists (2004 & 2005)
- Chairman Town of Denton Utilities Commission
- Professional Advisor Engineers Without Borders University of Maryland Student Chapter (Current Project in Ilha das Pescas, Brazil)
- Member of Delaware Association of Professional Engineers
- Member of American Society of Civil Engineers

Representative Projects:

Project: Poplar Island Tidal Channel Design

Date: 2002 & 2003

Client: Mr. Scott Johnson
U.S. Army Corps of Engineers Baltimore District
CENAB-OP-RX
P.O. Box 1715
Baltimore, Maryland 21203-1715
Phone: (410) 962-4713

Description: Mr. McCullough served as lead designer in developing the tidal channel design for wetland Cell 3D for the Poplar Island environmental restoration project. The initial effort included identifying reference marsh with similar tidal regime and area as the project wetland cell. The Nature Conservancy Hog Marsh Creek reserve in Taylor's

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Island was selected as the candidate site. Mr. McCullough then devised the method to create the tidal channel design template for use to guide the channel layout. This effort involved securing 1938 aerial photography and recompiling the tidal marsh topography and tidal channel limits. Full color aerial photography was also flown in 2002 with the marsh topography and channel limits also mapped. Tidal channel bifurcation ratios, average channel order lengths, sinuosity and channel drainage density were determined for each data sets and compared for stability over the 64 year time span. Channel cross-sectional geometries were determined using tidal prism analyses combined with linear regression data reduction to develop top of bank width to effective tidal volume.

The results of this analysis were used to design the second and higher channel geometries including the marsh grading plan. After Cell 3D achieved full consolidation, Maryland Environmental Service executed the grading from October, 2004 to March, 2005. Mr. McCullough also designed the landscape plan to bid level set for the project that was installed from April, 2005 to October 2005. The project has been deemed a success by both federal and state resource agencies.

Project: *South Richmond County Stormwater & Sanitary Drainage Plan*
Staten Island, New York

Date: 1996 to 2004

Client: Mr. Sandeep Mehrotra, P.E.
Hazen & Sawyer, P.C.
498 Seventh Avenue
New York, New York 10018
Phone: (212) 539-7011

Description: Mr. McCullough served as the project manager for the 10,500 acre wetland identification and assessment project for the southwest watersheds of Staten Island, New York. The work involved orthophotography interpretation, wetland identification using two different methodologies (1987 U.S. Army Corps of Engineers and New York State Department of Environmental Conservation). Individual watershed reports were generated that identified wetland resources present with sites with greatest potential for restoration listed. The results of this effort were utilized to site stormwater wetlands to treat collected run-off prior to discharge into New York State waters. Since 1998, he has been the lead designer on the stormwater wetland and stream restoration designs also serving as technical representative during project construction. Over twenty storm water wetlands have been constructed to date with six pending construction. Project is estimated to be complete by year 2018.

Project: *Constructed Treatment Wetlands for Nitrogen Load Reduction to Coastal Ponds*
Falmouth, Massachusetts

Date: 2002 & 2003

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

Client: Mr. Jack Barnes
Ashumet Plume Citizens Committee
Town of Falmouth
59 Town Hall Square
Falmouth, Massachusetts 02540
Phone: (508) 495-7320

Description: Mr. McCullough served as the lead consultant teaming with Horsley & Witten and Wetland Solutions to determine the feasibility of using treatment wetlands to reduce nitrogen loading to Great, Green and Bournes Coastal Ponds. The proposed plan for nitrogen remediation concept includes two primary components:

- A series of surface flow constructed treatment wetlands to be located within the footprint of existing commercial cranberry bogs in the upper watershed of the three coastal ponds
- Interceptor trenches adjacent to critical pond shorelines to capture nitrogen-rich groundwaters before they reach the ponds and to provide denitrification and conveyance of excess nitrogen loads to the constructed wetlands in the upper watershed

The constructed wetland approach includes the following key features:

- Conversion of existing cranberry bogs to treatment wetland marshes dominated by cattails and other emergent wetland plant species
- Construction of low levees on both sides of the existing river channels within the cranberry bogs to maintain existing passage for high flows and for anadromous fish including stream restoration approaches
- Construction of inlet and outlet structures to pass water from wetland cell to cell in a series mode, with a recommended option for return of flow to the stream channels at the point of diversion to the most upstream cell
- Avoidance of changes to the existing alignment of the feeder streams or blockage of existing fish migration routes

Approximately 39,000 linear feet of nitrogen treatment / interceptor trenches are proposed along the shorelines of the three ponds. Additional trench lengths may be extended farther downgradient in Great Pond to include Perch Pond. All trenches will be aligned just above existing jurisdictional tidal wetland habitats and will be depth adjusted based upon site specific data on groundwater trends with treatment approach driven by inorganic nitrogen strengths. The design goals will be to intercept and treat the inorganic nitrogen rich plume without appreciably affecting deeper freshwater groundwater flows into the coastal ponds.

The treatment design components include an impervious plastic barrier shoreward to prevent backflow of coastal pond water into the trench and to retard down gradient groundwater so it can be captured and retarded. Denitrification of nitrate-rich water captured by the interceptor trenches can be enhanced by addition of a reduced carbon

F. ALBERT MCCULLOUGH III, P.E., PWS
Job Category: Principal Ecological Engineer

supply (e.g., corn syrup) and if excess water requires additional treatment, it will be pumped to the constructed wetlands in the upper Backus River and Bournes Brook watersheds for additional polishing of inorganic nitrogen. Site-specific designs may warrant the inclusion of constructed surface-flow wetlands into the trench design in some locations. Should existing nontidal wetlands be encountered along the coastal pond edge, hydrologic isolation from the drains will be incorporated to prevent drainage and to preserve the inorganic nitrogen attenuation ability of these natural wetland systems. This concept was presented in a design competition with the team selected as finalists.

Representative Publications:

Bartoldus, C.C., A. McCullough, and E.W. Garbisch. 2000. Evaluation for Planned Wetlands: Model for Floodflow Alteration. Environmental Concern Inc., St. Michaels, MD

Bartoldus, C., Albert McCullough, S. Smith, and O. Weatherbee. 2000. Geographic information system (GIS) development and vegetation mapping effort of the Horsehead Peninsula, Graysonville, MD. Prepared for the Wildfowl Trust of North America. Environmental Concern, Inc., St. Michaels, MD. 33 pp. + Appendices.

McCullough III, F.A. 1995. Use of Water Hyacinth Lagoons for Tertiary Effluent Treatment on the Island of Lanai, Hawaii. Wetland Journal, Vol. 7, No. 4. Environmental Concern. Pps 8 to 12

McCullough III, F.A. 1998. Hydric Soil Field Indicators: A Comparison of Two Methods. Wetland Journal, Vol. 10, No. 3. Environmental Concern. Pps. 20 to 25

McCullough III, F.A. 1996. Overview of Dewatering, Excavation, and the Use of Geotextiles for Restored, Enhanced, and Constructed Wetlands. Wetland Journal, Vol.8, No. 3. Environmental Concern. Pps. 21 to 27.

McCullough III, F.A. 1997. Surface Water Modeling, Part I: An Introduction to Riparian Zone Dynamics. Wetland Journal, Vol. 9, No.2. Environmental Concern. Pps. 21 to 25

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Hudson-Raritan Estuary Ecosystem Restoration Conceptual Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Jamaica Bay Ecosystem Restoration Conceptual Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

McCullough, F.A., C.C. Miller, and R.J. Will. 2004. Jamaica Bay Existing Conditions and Future Without Plans Report. Report to U.S. Army Corps of Engineers, New York District. Prepared by Barry A. Vittor & Associates, Inc., Lake Katrine, NY.

Seth McCullough, P.E.

Principal Coastal & Water Resources Engineer

Introduction

Seth is a partner and Principal Coastal & Water Resources Engineer for Sustainable Science, LLC (SSLLC), an ecological engineering consulting firm with over 20 years of experience. He is highly skilled in the project management and construction plan generation for a diverse number of project types including stormwater management, stream restoration, site grading and earthwork, utilities, erosion and sediment control, coastal engineering, cost estimation, scheduling, permitting, construction management & monitoring, and survey (both existing conditions & as built / project closeout phases).

Throughout his 12 years of experience, he has worked on a diverse amount of highly innovative ecological restoration projects including stream restoration, agricultural treatment wetlands, coastal resiliency & restoration, and marsh thin layering. He is passionate about leveraging technology to bring innovative, resilient, and sustainable designs to the ecological restoration industry. He has become highly proficient with AutoCAD Civil 3D, Infraworks, HEC-RAS, StormCAD, Hydraflow, TR-20, and TR-55 to name a few.

Professional Credentials

- Registered Professional Engineer in Maryland
- State of Maryland Erosion and Sediment Certification
- MD SHA Erosion & Sediment Control Certification
- Bachelor of Science, Environmental & Water Resources Engineering
 - University of Maryland, A. James Clark School of Engineering

Professional Experience

- **Sustainable Science, LLC., Partner** **2019 – present**
 - Coordinate with a diverse set of clients and partners serving as a design team specialist and technical adviser to develop & integrate engineering applications with sound ecological principles.
 - Generate construction drawings, cost estimates, and schedules for living shoreline, stream restoration, storm water management, and wetland and marsh restoration projects throughout the state of Maryland and the surrounding area.
 - Proposal generation and review (Scope review, identification of risk and opportunity, budget preparation for work, clarification, assumption and document preparation).
- **Kimley-Horn and Associates, Inc., Civil Engineer/Project Manager** **2017 - 2019**
 - Lead engineer for 1.5 million square foot industrial project located in Sparrows Point, Maryland. Elements involved were grading, stormwater management, earthwork analysis, and cost estimating.
 - Managed multiple redevelopment projects located within Baltimore City, Maryland and the surrounding area. Responsibilities included overseeing younger staff, client coordination, budget and scheduling, quality control, and signing and sealing final deliverables.
 - Represented the company at various public forums, client meetings, jurisdictional meetings, and conferences.
 - Proposal generation, review, and negotiation with prospective clients.

• **MRA & GTA, Inc., Project Designer III**

2012 – 2017

- Lead engineer designer for two residential subdivisions comprised of 200+ homes sites/lots. Elements involved were grading, earthwork analysis, stormwater management, underground utilities, roads, and landscapes.
- As Vice President of the company-wide CAD committee, performed formal presentations to coworkers on various ways to utilize 3D object-based modeling for engineering design.
- Followed county guidelines and regulations to create cost effective and reliable storm water management solutions by implementing Environmental Site Design.
- Corresponded with county reviewers throughout the various plan submittals and approvals.
- Aided Senior Wetland Scientists in stream assessments and wetland delineations.
- Performed geotechnical and structural testing in the laboratory and field, including concrete used for the ASCE concrete canoe competition.

Relevant Experience

North County Regional Park Stream Restoration, Caroline County, Maryland:

The Caroline County Department of Parks & Recreation contracted SLLC to perform field survey and engineering consulting services for a 207-acre waterfront parcel located on the banks of the Upper Choptank River, just north of the Town of Greensboro and within a Trust Fund Medium Priority Zone. The project goals were to implement stormwater best management practices that improved resiliency and mitigated impacts to the land from stormwater runoff and erosion, water quality improvement practices that slowed and filtered stormwater runoff, and stream restoration practices to restore the natural hydrology and ecology of the stream system. The final design included the creation of two (2) large Delmarva Bay / depressional wetlands with a combined area of 2.5 acres and the restoration of approximately 2,600 linear feet of highly eroded stream, through the combined implementation of a regenerative stormwater conveyance system (RSC) and floodplain reconnection with strategically placed riffle grade control structures. The surrounding area previously used for agricultural practices was also converted into 60+ acres of meadow and natural habitat.

Chesapeake College Agricultural Wetland Restoration, Queen Anne's County, Maryland:

SLLC worked with Chesapeake College for the design and implementation of approximately 3.5 acres of engineered treatment wetlands with approximately 1 acre of accompanying pretreatment stormwater management detention basins. The existing site contained a small ephemeral stream surround by approximately 12 acres of inactive agricultural land. Another ~133 acres of additional active agricultural land to the north drained to the proposed project site through a culvert under MD Route 50. Pretreatment stormwater retention basins intercepted this large drainage area before slowly feeding the stepped treatment wetlands through bioretention infiltration berms consisting of a sand & woodchip mix. An offline emergency spillway that ran between the wetland cells was also designed to safely convey the 100-year storm event without impacting the integrity of the treatment wetland and infiltration berm systems. During the design phase of the project, SLLC completed a realistic 3D model representation and flyover of the completed construction project to supplement the proposed design to assist in getting buy-in from all project stakeholders. The project also provided a co-benefit of serving as an educational avenue for the students at Chesapeake college. A woodchip lined pedestrian path and educational signage was included with the final constructed project.

Dahlgren Naval Surface Warfare Center Shoreline Project, King George County, Virginia:

SLLC was contracted to provide coastal engineering services and serve as engineer of record for the design of shoreline protection for seven (7) individual reaches for a total length of 11,557 linear feet. Effort initially involved determining design protection level height through storm surge and wave height analyses. Initially, a site-specific storm surge analysis was performed using Hurricane Isabel water level data from Solomons Island and Washington DC NOAA stations. The results were then compared to the King George County Flood Insurance study to verify the storm

surge protection height. A fetch and wind analysis were then developed and used to define the design wave height and approach angle. Multiple shoreline protection strategies were used in each of the seven (7) reaches that mostly included living shoreline practices of low-profile sills, nearshore breakwaters, and headland breakwater systems. SSLLC executed the coastal engineering analyses to assign the proper positioning of the nearshore and headland breakwater structures as well as the beach profile and stable position. The design concepts were reviewed by the Department of Navy then designs revised and final construction drawings prepared by others. SSLLC also provided coastal engineering support services during the project authorization as well as final design engineering review to stamp & seal the design plan set.

Tizzard Island Shoreline Resiliency Project, Worcester County, Maryland:

The 169-acre Tizzard Island uniquely provides isolated wildlife habitat as well as nearshore mainland shoreline protection. These important ecosystem functions are threatened by erosion and marsh degradation that is aggravated by sea level rise. The initial work involved executing a historical island evaluation that used the 1850, 1880 and 1908 coastal topographic sheets from National Archives as well as 1938, 1952, 1964, 1981, 1989 and 2016 aerial imagery. Site reconnaissance confirmed the historical analyses and also included executing RTK GPS surveying with drone and bathymetric data collection. The coastal engineering analysis involved design wave analyses for the entire island then iteratively determining all shoreline stable embayments. A shoreline resiliency master plan was then developed along with planning level construction estimates. The extents of the topographic and bathymetric surveys were developed and sent to MDNR for field survey. The permit level designs were then completed with engineering cost estimates prepared and submitted.

Blackwater NWR Marsh Thin Layering Project, Dorchester County, Maryland

SSLLC was contracted for design, permitting and construction technical support services related to dredge material thin layering to restore 40 acres of degraded marsh. Initially the project involved literature review of applicable studies to assign the final marsh target elevation. Two peer reviewed papers (Ganju et. al. 2013 & Kirwan et. al. 2012) provided site specific results for marsh target elevation of 30 cm NAVD88 as well as Blackwater River sediment flux rates. SSLLC then developed the geotechnical and survey programs, secured, and managed subcontractors, and executed the placement area topographic survey. Once all design data was obtained assigned then analyzed the Blackwater River inner meander bend dredge material borrow area. A geotechnical round table was then organized that defined the dredge material placement method & volumes. SSLLC then provided technical support during project implementation including setting dredge material target stakes. Post construction services includes executing total station as-built survey. SSLLC has been performing annual bathymetric survey in the Blackwater River borrow area to determine the length of time for accretion to refill. Results to date reveal successful target elevations as well as the refilling to pre-dredge borrow area bathymetry.

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 21st day of March, 2024,

By Aquatic Resource Restoration Company

Business Address 350 Hill Street, York, Pennsylvania 17403

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Christopher A. Kinsley (Chief Executive Officer)

350 Hill Street, York, Pennsylvania 17403

Randolph Lee Irwin (President)

350 Hill Street, York, Pennsylvania 17403

Nathan Irwin (Vice President)

350 Hill Street, York, Pennsylvania 17403

Teresa Aumen (Treasurer)

350 Hill Street, York, Pennsylvania 17403

Robert Anthony Kinsley (Secretary)

350 Hill Street, York, Pennsylvania 17403

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
#1	2/29/2024	12
#2	3/8/2024	2

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 by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$8,650.00
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$15,300.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$100,900.00
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$4,850.00
5	Year 1 Monitoring	\$7,450.00
6	Year 2 Monitoring	\$4,200.00
7	Year 3 Monitoring	\$4,200.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$9,500.00
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$17,900.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$228,000.00
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$6,200.00
12	Year 1 Monitoring	\$7,450.00
13	Year 2 Monitoring	\$4,200.00
14	Year 3 Monitoring	\$4,200.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		
Total Base Bid (Items 1 through 14)		\$423,000.00

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four Hundred Twenty Three Thousand _____ Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Aquatic Resource Restoration Company

Bidder - Company Name

350 Hill Street, York, Pennsylvania 17403

Address

Signature

3/21/2024

Date

Nathan Irwin

Printed Name

Vice President

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: York

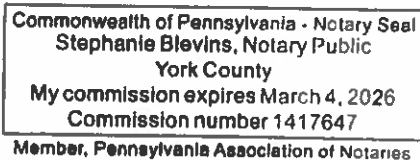
STATE OF: Pennsylvania

Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Nathan Irwin
And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.


(NOTARY PUBLIC)

My Commission Expires: march 4 2026



 (Nathan Irwin - Vice President)
Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3/21/2024

DATE



SIGNATURE

Nathan Irwin

PRINTED

Vice President

TITLE

Aquatic Resource Restoration Company

350 Hill Street, York, Pennsylvania 17403

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

**CERTIFICATE OF COMPLIANCE WITH
WORKERS' COMPENSATION LAW**

Under the Maryland Workers' Compensation Act, employers (any persons or entities that have at least one employee) in the State of Maryland are required to obtain workers' compensation insurance from any insurance company licensed to write workers' compensation insurance, the Injured Workers' Insurance Fund or by becoming a self-insured employer (requires prior approval of the Workers' Compensation Commission). Persons or entities that have no employees are not subject to these requirements.

I hereby attest that I am in compliance with the Maryland Workers' Compensation Act as follows:

Insurance Company Name: Selective Insurance

Policy Number: WC 9114636

Dates of Coverage: 1/1/2024 - 1/1/2025

(OR)

I am not required to have workers' compensation liability coverage because:

Check one: ☐ I have no employees
☐ I am self-insured (include permit to self-insure)

(If you do not have workers' compensation insurance because you have no employees or are self-insured, you must provide The Town of Easton with a valid Certificate of Compliance issued by the Maryland Workers' Compensation Commission, in addition to executing this document.)

I swear and affirm under penalties of law that the information provided above is accurate and complete. I certify that I will promptly notify The Town of Easton if any of the information supplied above should change in any way. I certify that a valid workers' compensation policy will be kept in effect by me at all times unless I have no employees or I am validly self-insured per the requirements of the Maryland Workers' Compensation Act and that I will promptly notify the Town of Easton of any change in my status under the Maryland Workers' Compensation Act .

Nathan Irwin - Vice President Aquatic Resource
Restoration Company

Printed Name and Title

Name of Business

Signature

3/21/2024

Date

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
1	Survey, Engineering, Permitting, Monitoring	Sustainable Science, LLC 410 South Street, Denton, MD 21629	21.9%

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Aquatic Resource Restoration Company, LLC

as Principal, and

Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of 5% (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

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.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

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.

Aquatic Resource Restoration Company, LLC

 (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

By: 
Kari E. Hess, Attorney-In-Fact

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 Maryland.

END OF SECTION



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

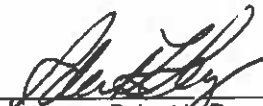
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Crystal M. Bennis, Karl E. Hess, Lindsey Holby, Tim M. Ziegler, Alex J. Kauffman, and John S. Olkowski, of York, Pennsylvania**, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

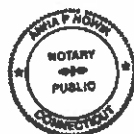
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th day of June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

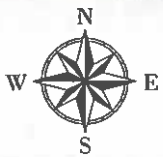
I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **21st** day of **March, 2024**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CONCEPTUAL SCHEMATIC

SCALE: 1" = 60'



CONCEPTUAL SCHEMATIC

GLENWOOD STREAM RESTORATION

PREPARED FOR TOWN OF EASTON

TALBOT COUNTY

MARYLAND



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. EXPIRATION DATE: _____

NO.	REVISIONS	DATE	BY	DATE	3/20/2024
				SCALE:	AS SHOWN
				DESIGN BY:	S. MCCULLOUGH
				DRAWN BY:	S. MCCULLOUGH
				CHECKED BY:	F. MCCULLOUGH
				SS PROJECT NO:	
				SHEET NUMBER	1 OF 1

Proposal for: Glenwood and West Glenwood Stream Restoration Design- Build Project

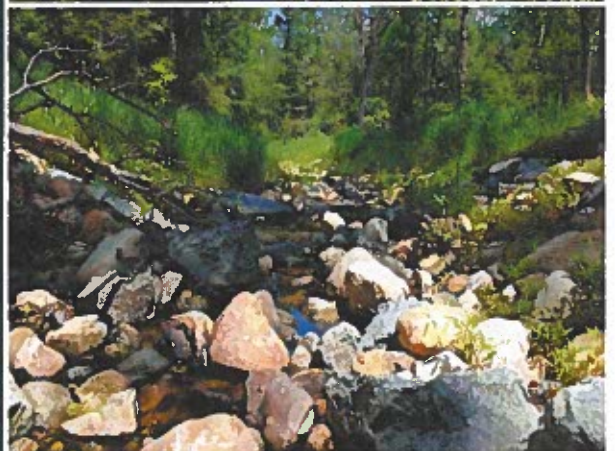
POINT OF CONTACT:
Liam O'Meara, President

1 Churchview Road
Millersville, MD 21108
(410) 923-8680
contact@eqrllc.com



ENVIRONMENTAL
QUALITY RESOURCES

3/21/2024



Section 1: Cover Letter

March 21, 2023

Town of Easton
14 South Harrison Street
Easton, MD 21601



**Re: Glenwood and West Glenwood Stream Restoration
Design-Build**

Dear Town of Easton:

Environmental Quality Resources, LLC (EQR) is pleased to submit the attached proposal for the above referenced project. We believe our team of qualified personnel is particularly suited to manage and construct this project for the Glenwood and West Glenwood Stream Restoration Design-Build Project. Our team members have years of combined experience managing and constructing environmental restoration and LID projects and working with nonprofit organizations to stay within grant budgets.

Over the past 20 years, EQR has worked diligently to build a reputation as a leader in environmental construction in the Mid-Atlantic Region. Over our tenure, our principal work has focused on stream restoration, non-tidal and tidal wetland creation, water quality and quantity control facilities, environmental landscaping, low impact design and other stormwater best management practices. EQR has been constructing bioretention facilities since 1997, and continues to stay on the cutting edge of water quantity and quality control with innovative approaches, such as biochar. Our commitment to the improvement of our environment is not only our business, it is our passion.

We have formed a response team, including Stantec Consulting Services, Inc. with which we have a longstanding working relationship, that brings decades of experience with directly related prior projects to accomplish the Glenwood and West Glenwood Stream Restoration. Among our strengths are:

- Numerous successful stream and wetland restoration projects, including design-build and full delivery;
- A prime contractor that will lend its expertise to cost effective design and also serve as the constructor, resulting in a seamless progression through the project life cycle;
- Ability to translate project-owner objectives into permitted plans and a well implemented project.

We look forward to working with you.

Sincerely,

Liam O'Meara, President

Section 2: Design-Build Team Description

Team Introduction

Design-Builder/Prime Contractor

If selected to perform the project, Environmental Quality Resources, L.L.C. (EQR), shall serve as the Design-Builder/Prime Contractor. EQR would also perform the construction, invasive species control and planting for the project.

Background and General Capabilities

Our company was founded in 1991 as an environmental construction and landscaping company, specializing in stream restoration and reforestation. The company is based in Millersville, MD.

Following its inception, EQR has expanded its scope of construction services to include freshwater and tidal wetland creation and mitigation, shoreline and dune restoration, low impact development best practices, and stormwater management facility construction, retrofit and maintenance. Since 1997, EQR has been building bioretention facilities and working on low-impact-development projects. Under contract with local governments, EQR has converted and/or retrofitted outdated stormwater BMPs into facilities that promote improved water quality and help meet various permit (e.g., MS4, NPDES) requirements.

Beginning approximately five years ago, EQR moved solidly into the design-build and full-delivery project arenas as both a prime contractor and subcontractor. The total contract value of such work exceeds \$37,000,000 and we have completed nearly \$18,000,000. Illustrative work includes four full-delivery TMDL projects for the Maryland State Highway Administration as a subcontractor to GreenVest, LLC. For those full-delivery projects, EQR's role included proposal preparation assistance, participating in site selection, actively working with design professionals to develop concept and final plans and, ultimately, construction of the projects. EQR has also completed (as the prime contractor) the 6,000 LF Font Hill design-build stream restoration and TNC's Mt. Olivet design-build LID project for the Washington, D.C., Archdiocese. In addition, EQR holds a contract with VDOT for statewide MS-4/TMDL Planning and Implementation Services, pursuant to which we are currently undertaking one shoreline design/build project and one full delivery stream restoration. On behalf of the City of Roanoke, Virginia, EQR presently serves as the design-builder for the Glade Creek stream restoration. As a result of EQR's design-build and full delivery work, EQR possesses the experience, seasoned personnel, processes and systems to ensure it can effectively lead coordination of team member activities for the State Farm project.

Our prior, close, collaborative work with designers and owners on design/bid/build projects relating to field changes, change orders and value engineering proposals served us well in the transition to design/build. In either the design-builder or subcontractor capacity, EQR has worked hand in hand with the design engineers from concept development through final completion to ensure that owner objectives are attained and provide ongoing feedback throughout the iterative process to promote constructability and cost effectiveness of design. When EQR is the design-builder for a project, EQR manages the entirety of the work, including setting and monitoring the schedule and working with project owners and other stakeholders to incorporate their goals for the work.

EQR understands the multitude of steps necessary to bring a design-build project to fruition, including early, coordinated involvement of all project stakeholders. We are also aware of the vital importance of preparing an overall project schedule and meeting milestone dates during the design, permitting and construction phases. We are fully prepared to manage all aspects of the State Farm design/build project.

Of particular relevance to the State Farm project, EQR has created or restored over 1,400 acres of wetlands and performed over 100 miles of stream restoration.

EQR's experience in Virginia dates to the early 1990's and spans a multitude of environmental project types. That history has given our project managers and site staff a very good working knowledge of applicable Commonwealth regulations and the ability to complete projects while maintaining compliance with all local government and permitting requirements. In addition, EQR has offices and equipment yards in Richmond and Fairfax so staff can work directly with owners and regulators.

Over the course of 30 years of environmental construction projects, EQR has developed a robust Construction Division, staffed with highly skilled and experienced personnel and resourced with considerable equipment suited to work in environmentally sensitive areas. Completing those projects with minimal harm to the environment requires technical expertise, regulatory awareness and environmental sensitivity.

In addition to a seasoned Construction Division, EQR has an Ecological Services Division, specializing in site stabilization, habitat restoration, and management of sensitive ecosystems. Working in close coordination with the Construction Division prevents delays in restoration and promotes vigorous re-establishment of ecological function. Restoration projects include planting, final soil stabilization, and managing native species in a variety of settings. The Division's maintenance programs, integrated pest management strategies, and invasive species control procedures ensure a comprehensive recovery of disturbed systems.

EQR has approximately 215 employees, making up and supporting 19 heavy construction crews, four natural resource management crews, and six maintenance crews. Those individuals provide the ability to properly resource projects, including rapid and emergency response, and maintain project schedules. Almost a third of our workforce is dedicated to constructing and maintaining Virginia projects.

In addition to the knowledge and experience we possess to fulfill the technical requirements of the project, EQR is prepared to meet the various administrative requirements. EQR can provide full bonding for the project through our surety, Great American Insurance. We have appropriate insurance coverage and have enclosed with this submission a copy of our current certificate of insurance as well as licenses.

Summary of Directly Related Experience

The following list provides examples of EQR's environmental design/build and full delivery projects.

Project Name	Project Type	Role on Project	Work Type	Year Completed	Owner	Project Location	Value
Edgewater Beach Boat Ramp & Bioswale	Full Delivery	Subcon	LID	2017	Edgewater Beach Corporation	MD	\$133,637
Mt Olivet Cemetery LID Project	Design Completion & Build	Prime	LID	2018	District Stormwater, LLC	DC	\$578,133
BARC West-PGC & CBT Mitigation	Full Delivery	Subcon	Wetland	2018	MD SHA	MD	\$812,119
Piscataway Creek Wetland Mitigation	Full Delivery	Subcon	Wetland	2018	Joint Base Andrews	MD	\$578,974
BARC West-SHA Mitigation	Full Delivery	Subcon	Wetland	2018	MD SHA	MD	\$701,533
Ambridge Pond Retrofit DB	Design Build	Prime	SWM	2019	City of Annapolis	MD	\$172,635
Martin Pond Dam Removal	Design Build	Prime	Stream	2019	Greentrust Alliance, Inc.	MD	\$260,454
Mattawoman Creek	Full Delivery	Subcon	Wetland	2020	Joint Base Andrews	MD	\$2,009,344
Western Branch Wetland	Full Delivery	Subcon	Wetland	2020	Washington Gas Light Company	MD	\$171,014
Font Hill Tributary Stream Restoration DB	Design Build	Prime	Stream	2020	Howard County Dept of Public Works	MD	\$3,821,764.00

MDSHA-FD Elks Club	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$2,304,449
MDSHA-FD Dott Farm	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$1,286,592
MDSHA-FD River Valley Ranch	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$2,192,204
MDSHA-FD Rolling Ridge Estate	Full Delivery	Subcon	Stream	2021	MD SHA	MD	\$327,377
Glade Creek DB Stream Restoration	Design Build	Prime	Stream	Ongoing	City of Roanoke, Virginia	VA	\$1,973,400
Welzenbach Stream Restoration	Full Delivery	Subcon	Stream	2021	Prince George's County	MD	\$504,341
Tinkers Creek Restoration	Full Delivery	Subcon	Stream	Ongoing	Prince George's County	MD	\$10,054,516
VDOT-3585-5 (TO 1) Culpeper Conservation Planting	Design Build	Prime	LS	Ongoing	Virginia Dept. of Transportation	VA	\$61,484
VDOT-3585-5 (TO 2) York River SP Shoreline	Design Build	Prime	LS	Ongoing	Virginia Dept. of Transportation	VA	\$297,257 (incremental funding, expected final value ~\$2,100,000)
VDOT-3585-4 (TO 4) Waynesboro	Full Delivery	Prime	Stream	Ongoing	Virginia Dept. of Transportation	VA	\$7,202,500
Total EQR Contract Value							\$37,246,470

Relationship with Major Subconsultants and Subcontractors

Below we discuss EQR's and Stantec's prior work with one another:

An organization chart depicting the design-build team structure can also be found below.

EQR – Stantec

EQR and Stantec, the proposed design engineer firm for the project, began working together nearly fifteen years ago when the firm was the independent Williamsburg Environmental Group. Since then, the two companies have worked together on numerous projects, including fifteen design/build or full delivery. The following are examples of those projects.

Project Name	Description	Completion Year
Goose Creek/BlueWildlife (PO 5) (Design-Bid-Build, EQR and Stantec held separate prime contracts for respective scopes)	Stantec designed and EQR constructed an approximately 8,050 linear feet restoration of Bolling Branch Stream and its tributaries. The project created five acres of wetlands within the stream's flood plain and nearly 60 acres of buffer were converted from a tall fescue pasture to a woodland floodplain buffer. Ox-bow wetlands were created from portions of abandoned channel, and grading to a lower elevation in suitable soils adjacent the stream generated additional emergent wetland areas.	2009
VDOT Statewide Maintenance and Monitoring IDIQ Contract (Stantec Prime Contract; EQR is a subcontractor to Stantec)	EQR worked with Stantec on 12 design-build task orders for a variety of environmental services projects, including stream restoration, shoreline stabilization, BMP retrofit and buffer plantings.	Varies by Task Order 2014 -- 2021
Roanoke City Glade Creek Stream Restoration (EQR Prime Contract; Stantec is a subconsultant to EQR)	EQR and Stantec are presently engaged in a design-build stream restoration of approximately 2,500 LF. The project will help control area flooding, reduce erosion and sedimentation, stabilize slopes, improve aquatic habitat and fish passage, and restore adjacent riparian areas.	Work in Progress (65% Design Complete)
VDOT Statewide TMDL Planning and Implementation Services IDIQ Contract (EQR Prime Contract)	EQR and Stantec are presently working together on one design-build living shoreline stabilization project and one full delivery stream restoration project. The shoreline project entails design and construction of tidal breakers, shoreline grading and planting to achieve restoration of low and high marsh and upland areas. The full delivery project scope includes site selection, land interest acquisition, design, permitting, implementation, credit certification, maintenance and monitoring. TMDL targets are approximately 6,700 lbs/yr total nitrogen (TN) and 2,081 lbs total phosphorous (TP) reduction and associated total suspended solids (TSS). The project will restore approximately 6,500 LF of highly degraded stream on farmland.	Work in Progress

Stantec – Project Designer

As noted above, if EQR is awarded the project, Stantec Consulting Services, Inc., would be the project designer.

Founded in 1954, Stantec provides professional design and consulting services in environmental planning, engineering, architecture, surveying, economics, and project management. Continually striving to balance economic, environmental, and social responsibilities, the company is recognized as a world-class leader and innovator in delivery of sustainable solutions. Today, it is an organization composed of more than 22,000 qualified professional, technical, and administrative staff, operating out of more than 400 global locations. Stantec has a resource pool of highly talented and skilled people and a long history of providing innovative solutions to environmental and engineering design issues.

Stantec has a long history of working on ecosystem banking throughout the state of Maryland and U.S.

Stantec Fast Facts

- Over 700 mitigation sites across the nation
- Entitled over 30 mitigation banks
- Experienced with all aspects of the mitigation process: Turn-key
- Dozens of staff with mitigation experience
- Worked with USACE Districts in almost all 50 states
- Assisted many state agencies with defining mitigation guidelines

Stantec brings unparalleled experience in planning, entitling, designing, and operating wetland and stream mitigation banks. The firm has worked with a wide range of clients in this capacity, including non-profits, public entities, individual landowners, joint-venture (including public/private) partnerships, and venture capital providers. Stantec routinely provides input to the Interagency Review Team (IRT) regarding potential changes in the mitigation banking process through regular monthly meetings and direct communication. In addition, Stantec is often contracted to provide in-depth Geographic Information Systems (GIS) evaluations of a particular state or region. These studies evaluate the demand for mitigation credits and measure that against the availability from existing banks in an effort to identify ideal bank locations. Once a specific area is targeted, individual properties that meet the site parameters of potential mitigation banks are identified. The firm also provides full-service engineering support for mitigation banking projects. As a result of this experience, Stantec is adept at coordinating all phases of the wetland and stream mitigation banking approval process including the submission of a banking prospectus, preparation of bank development plans, and preparation of mitigation banking instruments.

Stantec's staff has gained valuable insight in coordinating with regulatory agencies in order to produce a banking instrument acceptable for final signature. Stantec has garnered approval for 30 mitigation banks; 20 of which are located in Virginia. Eleven (11) additional Virginia banks are in progress.

As a result of its extensive mitigation banking background, Stantec offers comprehensive related services. The firm has expertise in:

- **Mitigation Bank Consulting**
 - Wetland Mitigation Bank Consulting Wetland Restoration and Enhancement Stream Mitigation Bank Consulting Stream Restoration and Enhancement Nutrient Bank Consulting
 - Conservation Bank Consulting Preliminary Credit Estimates & Proforma Bank Prospectus
 - Mitigation Banking Instrument Construction Plans and Oversight
- **Regulatory / Permitting**
 - Section 404/401
 - Clean Water Act (CWA) EPA 404 B(1)
 - 1995 Federal Guidance for the Establishment, Use, and Operation of Mitigation Banks
 - 2008 Compensatory Mitigation Rule for Losses of Aquatic Resources
 - Risk and Uncertainty Analyses
- **Water Resources Engineering Hydrologic/Hydraulic Modeling Inundation Mapping**
 - LOMR and CLOMR
 - Reservoir Sedimentation Studies
 - Risk Analysis and Benefits Assessments Dam Safety Analysis
 - Spillway Analysis Dam Removal Shoreline Stabilization Coastal Restoration
- **Support Disciplines**
 - Construction Support
 - Threatened and Endangered Species Surveys
 - Cultural and Archaeological Surveys Ecosystem and Habitat Assessments Geoenvironmental Engineering Geophysical Services
 - Surveying
 - Maintenance and Monitoring Compliance

Team Organization

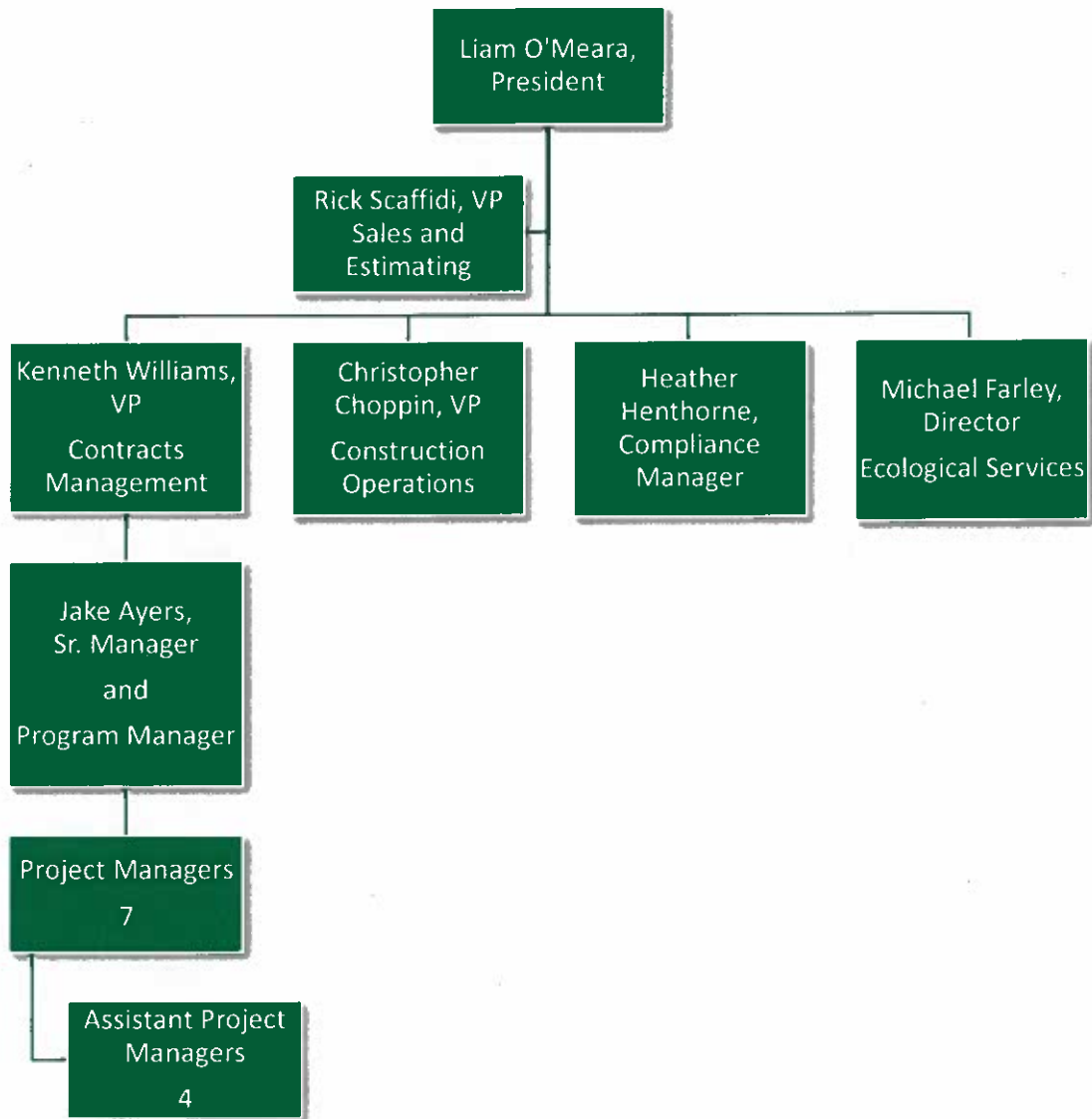
The EQR-Stantec Team's (the Team) key personnel and local core of support staff for the Glenwood and West Glenwood Stream Restoration project are shown in the Team Organization Charts below. As evidenced, the Team clearly has the depth of technical expertise required to evaluate, design, permit, construct, and monitor the projects, while ensuring that we meet the project goals and schedules.

Environmental Quality Resources Organization Charts

Team Organization

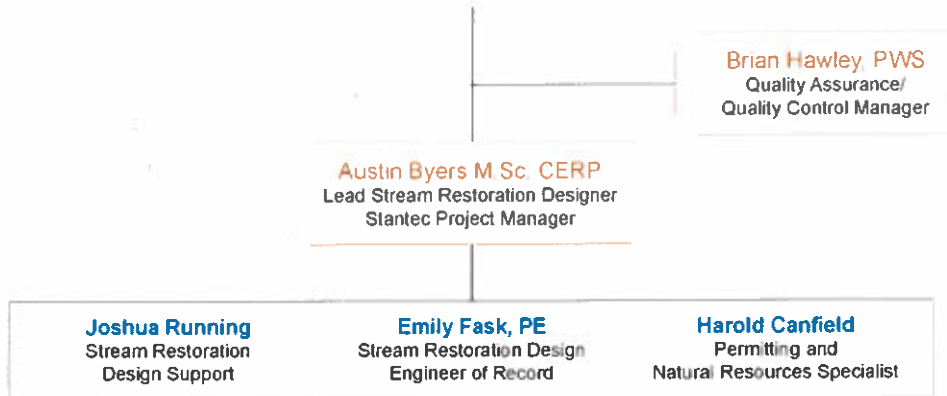


EQR Company Divisions





LEAD DESIGNER AND ENGINEER



Project Understanding and Qualifications

Understanding the local environment and having the right multi-discipline team to address the needs of each individual site is critical to establishing healthy, resilient ecosystem through restoration. We understand that the primary objectives of the project are to improve conditions in the stream(s) by decreasing erosion, reconnecting the stream system back to the available floodplain (Glenwood) to increase retention time for groundwater, managing and removing non-native invasive plant species in the floodplain, and re-establishing desirable native vegetation. Secondary objectives include water quality improvements for the Tred Avon River, the Choptank River, and ultimately the Chesapeake Bay, and improved aquatic and terrestrial habitat. The Glenwood project will also likely decrease the potential for upstream flooding by enhancing and expanding the floodplain to increase floodwater storage where possible. Both sites can serve as an educational resource for local residents, the school, and visitors.

Our Team's engineers and scientists are recognized ecosystem restoration experts and understand that this field is constantly evolving. We bring our depth of knowledge to the entire restoration process - from assessment and planning to design, construction, monitoring, and adaptive management. When restoring streams, we don't simply design a solution for an isolated issue, we examine the entire watershed to understand the overall causes of ecosystem disturbances. We combine our expertise in engineering, geomorphology, biology, hydrology, and constructability to identify and solve very complex ecological problems that come with competing objectives.

Examples of complex problems relative to the Glenwood and West Glenwood projects include, but are not limited to, developing a restoration approach that is suitable for highly erodible soils, avoiding utility conflicts, reducing flooding elevations, and developing alternative planting schemes that not only meet Critical Area Commission (CAC) Buffer Management requirements, but are able to properly stabilize the banks and riparian areas in locations where larger trees are not permitted to be planted, such as the Delmarva Power easement beneath overhead powerlines. We will apply appropriate Natural Channel Design restoration techniques to create resilient, functioning streams and floodplains. This approach creates a sound ecological environment that is self-sustaining and requires little to no maintenance. We take time to understand the complexity of the project(s) and have a dedicated team of stream restoration professionals with years of restoration expertise that have developed and implemented designs that address long-term challenges.

The EQR-Stantec team has a long history of designing stream restoration projects following natural channel design techniques that minimize impacts on surrounding natural resources and infrastructure, integrate seamlessly into the existing landscape, and provide functional and ecological uplift to the stream. We have assisted other municipalities in the Maryland, Virginia, and DC Metro area, as well as the Maryland State Highway Administration (MDOT SHA) and the Virginia Department of Transportation (VDOT) with monitoring, inspecting, designing, and permitting stream and

outfall restoration projects. Due to our vast experience in the stream and watershed restoration and the stormwater and drainage markets, the EQR-Stantec Team has the practical knowledge and resources to address any challenge these projects present. We put together a quality team with a breadth and depth of experience and expertise to meet and exceed all of the Town's needs associated with these projects.

Section 3:

Project Information Sheets



MS-4/TMDL Planning and Implementation Services and Related Activities Statewide

Contract No. 48164

Project Description

In 2020, VDOT awarded a five year contract to EQR for Scope E, the full scope of TMDL planning and implementation services under the contract. Through the contract, EQR assists VDOT in the identification, design and implementation of projects to meet TMDL Action Plans in support of VDOT's Municipal Separate Storm Sewer (MS-4) program.

As of the end of 2023, EQR has received four project task orders:

Culpeper District Design/Implement Land Cover Conversion (2022) \$60,570.17

EQR, in conjunction with its engineering subconsultant, developed and implemented a reforestation project, converting 9 acres of turf grass in the Potomac River basin through the planting of 1,452 canopy trees, 1,619 understory trees and 540 shrubs of various native species. Resulting credits (using Guidance Memo 15-2005): 3.42 TP; 64.51 TN; 1,197.97 TSS.

Waynesboro Full Delivery Stream Restoration (construction complete 2023) \$6,482,250 (through construction)

EQR utilized the services of its full delivery and engineering subconsultants to plan, permit and implement an ~ 6,500 LF stream restoration, following natural channel design principles in Waynesboro, VA. EQR and its team assessed various suitable sites, analyzed likely credit generation, secured necessary land rights, engaged in an iterative design process (including value engineering), and worked with the landowner, local government and VDOT to bring the project to fruition. The work was performed along an unnamed tributary to the South River, addressing instability and impairment resulting from its prior use as cattle pasture. As built, the project generates 1517 TP, 7295 TN and 3,457,949 TSS credits using Guidance Memo 15-2005.

The project is presently in its maintenance and monitoring period and will eventually be subject to a third-party, long-term stewardship.



Owner

VDOT

Project Location

Statewide

Project Type

TMDL projects (e.g., stream restoration, land cover conversion, shoreline stabilization, turnkey project delivery)

Contract Value at Award

All funding at task order level

Contract Value (through 2023)

\$9,060,763.56

Project Start Date

Contract inception 2/27/2020

Project End Date

Contract term ends 2/26/2025

EQR Project Managers

Chris Wharton, Dyland Constable, Karly Epp

EQR Superintendents

Various

Project Owner Representative

Joseph Parfitt, TMDL Program Manager, Environmental Division
804-339-4365

Joseph.Parfitt@VDOT.Virginia.gov

1401 E. Broad Street
Richmond, VA 23219-2000

Project Engineer

Daniel Proctor, PE
Josh Running, PE
Stantec

(757) 220-6869

Daniel.Proctor@stantec.com

Josh.Running@stantec.com

5209 Center Street

Williamsburg VA 23188-2680

York River State Park Design/Build Living Shoreline (early 2024)
\$3,692,999.52

EQR, with its engineering subconsultant, designed, permitted and built this living shoreline project. Work included construction of six stone sill breakwaters, sand fill, coir matting installation, tidal marsh planting, establishment of an access to the beach area and grading of existing banks. The project required coordination with USACE, multiple state agencies and tribal representatives.

The project objective is to stabilize a highly eroded beach and prevent future erosion. The following credits have been generated: 1,563 TP; 2,228 TN; 2,568,288 TSS.

Pipsico Scout Reservation – Design/Build Lion’s Beach Living Shoreline (2023) \$1,891,079.25

EQR, with its engineering subconsultant, designed, permitted and built this shoreline stabilization project along the James River in Surrey County, VA. Project features include stone sill/breakwaters, sand fill placement and tidal marsh planting using native species. To provide a learning opportunity, Scout volunteers assisted with project planting.

The project generated these credits: 753 TN; 516 TP and 847,684 TSS.

Westmoreland State Park Design/Build Living Shoreline Design/Build (design complete 2023, construction completion expected 2024) \$7,186,038.12

EQR, in conjunction with its engineering subconsultant, has completed design and permitting of this project lying along a portion of the Potomac River in Westmoreland County, VA. Construction is expected to commence in early 2024 and will consist of a breakwater system, beach nourishment and marsh planting with native species.

Projected credits: 1,015 TP; 1,525 TN and 2,511,027.

Homestead Gardens Stream Restoration and Stormwater Management Project

Anne Arundel County, Maryland Department of Public Works Watershed Protection and Restoration Program
| Davidsonville, Maryland | 2023

Anne Arundel County contracted Stantec Consulting Services Inc. (Stantec) to provide design services for the retrofit of an existing stormwater outfall at Homestead Gardens Nursery and approximately 782 linear feet (LF) of stream restoration for an intermittent channel downstream of the outfall. The outfall channel is an unnamed tributary (UT) to Marriots Branch. The project aims to improve water quality based on the County's TMDL sediment and nutrient reduction and impervious area treatment goals. The outfall project is part of the County's Watershed Implementation Plan.

The goal for this project was to reduce nutrient and pollutant downstream receiving waterway, while also treating impervious areas. Specific project objectives associated with the Homestead Gardens Project included:

- Improving stability and function of the current outfalls from Homestead Gardens, providing adequate drainage and safe conveyance of storm flows and protecting private property;
- Meeting current stormwater management standards, as feasible, based on-site conditions and to the maximum extent practicable (MEP);
- Improving water quality treatment and channel stability via the installation of a Regenerative Stormwater Conveyance (RSC);
- Reducing pollutant loading towards achieving the Chesapeake Bay TMDL; and
- Supporting the County's MS4 permit and assisting the county in achieving the impervious area treatment and TMDL goals by documenting credits anticipated following project implementation.



The proposed restoration design addressed functional uplift for the UT to Marriots Branch in several ways. Currently, most of the watershed is located on the property of Homestead Gardens. Much of the water received on this upper portion of the watershed travels over high human or vehicle traffic areas via runoff from semi- to completely impervious areas. The runoff is delivered to the stream as overland sheet flow over a steep, eroding slope or by concentrated flow through pipes. There is little opportunity for infiltration or filtration of the water by the upper watershed before water is delivered to the stream. The stream itself is severely entrenched and incised which has caused a significant drop in the adjacent water table.

The proposed design provided stable conveyance. A revised alignment, instream structures, and bank vegetation offered energy dissipation and roughness for reducing velocities in the channel, as well as culvert efficiency under the private driveway. Three different types of restoration approaches were proposed in the Upper, Middle, and Lower Reach. These included the construction of a Regenerative Stormwater Conveyance system (RSC) in the Upper reach, a floodplain wetland complex in the Middle Reach, and a Cascade series in the Lower Reach. In addition, the existing culvert beneath the private driveway was replaced.

Stantec provided comprehensive professional services assessment, design, permitting, construction observation, and monitoring services for the project and worked closely with the County's on-call contractor during the installation, making field adjustments as appropriate to maximize the stability and function of the intended design.

Section 4: Resumes



Rick Scaffidi

Vice President, Sales and Estimating

Education

University of Maryland

College Park, Maryland

B.S. Zoology, Emphasis in Theoretical & Aquatic Ecology, 1978

M.S. Horticulture, Restoration Modeling with Emphasis on Plant-Soil Relationships, 1993

Years of Experience Overall: 40

Years of Experience at EQR: 25

Professional Associations & Certifications

- Member, International Erosion Control Association, 1995 to present
- Certified in Interlocking Concrete Pavement Systems
- Lecturer for Montgomery College – Bioretention Construction and Maintenance – 2012 to Present
- Confined Space Entry Training
- USACE Contractor Quality Control Certification
- Professional Horticulturist

Overview

EQR is a dynamic company, where the executive staff members each know and understand the entire project process, from project estimating to final close-out. Rick Scaffidi has developed and managed construction and landscape ecology crews for 15 years, leading to his current supervisory level. This experience and fundamental understanding of the construction process and its relation to landscape ecology drives a collaborative approach when managing and building projects. His successful development of scope of work, cost analysis, and scheduling has significantly reduced monetary impacts associated with projects throughout his tenure. Mr. Scaffidi and the highly dedicated estimating staff build a project production scheme into each of EQR's estimate, allowing for maximum consistency and direct transfer of knowledge between departments.

As Vice President of Sales and Estimating at EQR, Mr. Scaffidi's current responsibility is to manage all EQR sales and estimating, and to act as technical advisor and Design-Build Project Manager for the emerging market of design-build projects. He currently leads the estimating and sales departments in producing estimates for both private and public sector projects, ranging in value from \$10,000-\$25,000,000. Mr. Scaffidi has pioneered the management of the recent shift in the stream restoration industry towards design-build projects. By acting as Design-Build Project Manager for EQR's recent major D-B projects, Mr. Scaffidi was able to develop an internal process for all design-build projects, which defines the responsibilities of the design, permitting, and construction teams. He also manages the necessary milestones in project schedules throughout design and permitting.

Mr. Scaffidi technically advises and trains EQR staff on new water quality and quantity control techniques, including their function, installation, costs, and maintenance requirements. He lectures at colleges and industry conferences on soil bioengineering techniques, and the construction and maintenance of bioretention facilities.

Relevant Project Experience

Font Hill Stream Restoration (2017-Ongoing) \$3,821,764.70 – EQR partnered with JMT, Inc. to provide design-build services for over 5000 linear feet of stream restoration at Font Hill Tributary and Centennial Lane West in Howard County, MD. The County selected the EQR/JMT team's design for legacy floodplain sediment removal, and complete channel realignment across the new riparian valley. Design and permitting occurred from August 2017 – October 2018, and construction started in October of 2018 and is anticipated to be completed in October of 2019. EQR completely regraded the stream valley to be 2.5-3' below existing elevations, removing more than 31,000 CY of material and bringing the stream channel back into contact with its historic floodplain. As Design-Build Project Manager for this project, Mr. Scaffidi was responsible for contributing to the design development and maintaining the project budget from the bid phase through final design completion and permitting. Mr. Scaffidi worked closely with our partners at JMT to ensure that the design remained true to the legacy sediment removal objectives, including a redesign to lower the floodplain elevation when historic floodplain substrates were found roughly 0.5' below the expected grade. Mr. Scaffidi resolved the budgeting conflicts by decreasing the overall width of the floodplain, thereby also reducing impacts to surrounding tree stands. Additionally, Mr. Scaffidi provided constructability reviews at each stage in the design, partnering with JMT to produce Erosion Control plans and Sequence of Construction that would help rather than hinder field crews, while maintaining strict boundaries within MDE guidance for erosion protection. By using cost analysis, cross-referencing techniques, and creating the production scheme and sequence for the project EQR was able to provide the client with the most cost-effective means for completion.

Lockheed Stream Remediation at Cow Pen (2018) \$1,751,388.95 – EQR was subcontracted by Tetra Tech to finalize the design and provide construction of site remediation at Cow Pen Creek at Martin State Airport. The site was found to have high levels of heavy metal contamination and required removal of multiple feet of contaminated sediment. As Design-Build Project Manager, Mr. Scaffidi provided constructability reviews that enabled the design to evolve from the concept stage to final workable design. Mr. Scaffidi collaborated with Tetra Tech to develop a construction plan for massive site excavation of hazardous waste, and restoration with a sand-based remediation mix. He also helped to develop a plan to reuse all woody material that was cleared from the site for access, as well as to import logs for log vanes and crib wall structures. In order to manage the high water levels, EQR installed a 250' x 13' x 9' AquaDam to block of the existing stream channel from the cove.

VSUP Industrial Drive Outfall Stabilization (2018) \$580,642.00 – EQR performed as a subcontractor to Stantec, Inc. to provide design-build services under the VDOT Statewide Wetland & Stream Maintenance Contract 150718-ABJ. The goal of the Industrial Drive task order was to repair and stabilize a severely eroded drainage outfall located north of Industrial Drive in Spotsylvania County, VA. Stantec and EQR worked collaboratively on value engineering the scope of work, in order to accomplish the project goals at a reasonable level of effort to VDOT. Mr. Scaffidi worked with the designers to establish the best route of access, which allowed for the most efficient construction and minimized site impacts. He also sized the site stockpile appropriately to manage the materials going back into the stream. Together, Mr. Scaffidi and EQR crews developed a sequence for filling the over 20' deep head cut, which allowed for equipment access while maintaining positive drainage throughout the work.

Ambridge Pond Retrofit DB (2018) \$172,635.00 – The City of Annapolis contracted the EQR/Biohabitats team for design and construction of a stormwater pond owned by the Ambridge Community Association. The main goals of this project were to upgrade the existing stormwater pond owned by the Ambridge Community

Association. The main goals of this project were to upgrade the existing stormwater pond, improve wildlife habitat, and improve the water quality in Back Creek. Work scope included 750 cubic yards of excavation, erosion controls, and restoration including 5245 aquatic and emergent container and plug plantings. Mr. Scaffidi worked with Biohabitats and the City of Annapolis to develop an initial estimate for grant submission, and then managed the construction costs throughout the design phase to remain within the grant budget. He also provided constructability and quality control reviews, and worked with the City, HOA, and designers to develop the project access and stockpile plan.

Nash Run Stream Restoration (2016) \$3,047,494.33 – EQR was contracted by the District of Columbia Department of Energy and the Environment to restore 1400 feet of stream and 100 feet of tributary in the highly urbanized portion of northeast Washington, DC. Lack of pervious surface resulted in flashy, intense stream flows with a considerable amount of trash and debris wash from storm sewer systems. EQR dramatically improved the water quality by cutting a new alignment in the stream, with a 174-foot imbricated retaining wall, 88 buried log structures, and a floating trash rack. Mr. Scaffidi worked with DDOE to establish better access and stockpile areas on site, effectively value-engineering the project budget from \$3.34 million to \$2.85 million prior to construction.

Work Experience

Environmental Quality Resources, LLC

Millersville, MD

Vice President of Sales and Estimating

2010 – Present

Vice President of Construction

1997 – 2010

Project Manager

1994 – 1997

Institute of Applied Agriculture, University of Maryland

College Park, Maryland

Teacher

1991 – 1993

Solar Gardens, Inc.

Rockville, MD

General Manager

1979 – 1992



Kenneth Williams

Vice President of Contracts

Education

University of Maryland

College Park, Maryland

Bachelor of Landscape Architecture (BLA) 1999

Years of Experience Overall: 25

Years of Experience at EQR: 25

Overview

As Vice President of Contracts, Mr. Williams oversees contract management for all EQR projects, leading his team to deliver exceptional results for our clients. To do so, he maintains open lines of communication among EQR, clients, designers, regulatory agencies, subcontractors and suppliers. That is vital to understanding customer expectations, achieving project objectives, and deepening client relations. Additionally, he leads weekly production meetings, during which project managers and superintendents provide updates on the status of each of their projects, resources are allocated, and the overall production schedule is reviewed for consistency. He is also in constant communication with project managers and field superintendents through email, phone calls and site visits. He has played an integral role in EQR's growth for more than 20 years.

Mr. Williams also develops various processes and procedures to enable EQR to manage its large, complex volume of government and private sector work. Mr. Williams oversees more than \$50,000,000 in annual contract value. He has instituted the use of various electronic means of tracking and managing work, including an e-daily job log that delivers near real time business intelligence, and customized database applications for contract administration and training/certification data. He also maintains a high level of skill in creating, analyzing and updating company and project schedules, including CPM schedules.

Mr. Williams' long tenure at EQR has provided him the opportunity to progress through many positions, instilling a deep understanding of and respect for the responsibilities of each role as well as experience with the challenges of environmental construction. These many years of experience provide for a highly effective working structure, and a depth of knowledge, commitment and experience uncommon in the industry. Using this experience, Mr. Williams is able to provide guidance and recommendations to project managers and field superintendents that mitigate any conflicts or issues that may arise over the course of a project. In addition, he works extensively with project staff to schedule each project in accordance with the requirements of the contract and availability of crews and operators.

Although his present position does not require maintaining the extensive certifications he held in his project management roles, EQR and its customers continue to benefit from his in-depth knowledge garnered from having held the following certifications:

- Certified Professional Erosion Control In-Training, International Erosion Control Association

- Erosion and Sediment Control Certification (Green Card), MD Dept. of the Environment
- Erosion and Sediment Control Certification (Yellow Card), MD State Highway Association
- Responsible Land Disturber Certificate of Competence, VA Dept. of Conservation & Rec.
- Sediment and Stormwater Management Certification (CCR Blue Card), State of Delaware
- Standard First Aid and Adult CPR Course, National Safety Council
- Construction Safety and Health Training (10 hour), Occupational Safety and Health
- Excavation Safety and Competent Person Training, National Utility Contractors Association
- Construction Quality Control Management for Contractors, U.S. Army Corps of Engineers
- Temporary Traffic Control Manager's Training Course, MD State Highway Administration
- Virginia Flagging Certification, VA Department of Transportation

Example Project Experience

ICC Environmental Stewardship Stream Restoration of Mill Creek (RC-2) (2011-2014) – MDSHA engaged EQR to restore approximately 7285 linear feet of Mill Creek in Montgomery County, as part of the ICC compensatory mitigation package. As senior project manager, Mr. Williams coordinated with MDSHA representatives, reviewed the project design for construction concerns, coordinated crews across project sites, tracked and maintained budget and resolved utility conflicts.

Annual Contract for Stormwater Management (2009-2012) – Fairfax County, VA selected EQR to perform comprehensive construction, maintenance and repair services for storm water management facilities, including stream channels, throughout the County. Mr. Williams managed this project throughout its entirety, beginning as the field project manager and concluding as the senior administrative project manager. He contributed to the design of many of the 66 task orders, recommending ideal construction sequences and providing expertise in utilities conflicts and maintenance of traffic coordination for multiple concurrent sites.

Vaden Drive/Metrowest Bioretention Facilities (2012) – Mr. Williams served as project manager for EQR for the duration of this project. EQR was contracted to install bioretention facilities at a 300 acre commercial and residential development. Mr. Williams prepared and maintained project schedules and tracked budgets. Project required extensive field modifications due to utility network.

Cameron Run Stream Debris Removal (2012) – The City of Alexandria contracted EQR to dredge an active urban stream channel, including the safe removal of 8,400 cubic yards of sand, silt, gravel and debris, utilizing a bypass pumping system and diversions designed by EQR. Mr. Williams served as senior project manager, contributing to erosion and sediment control design for E&S permits obtained by EQR, outlining maintenance of traffic designs through downtown Alexandria, and maintaining an efficient project schedule.

Magnolia Green Compensatory Stream (2011) Timmons Group selected EQR to restore 10,764 linear feet of stream, including 15.05 acres of grading in the Magnolia Green development area. Mr. Williams served as senior project manager for the duration of this project, coordinating all activities with on-site project managers.

Bolling Branch / Goose Creek Stream Mitigation & Wetlands Creation (2009) – EQR was selected by Williamsburg Environmental Group to enhance, realign, and otherwise restore over 5000 linear feet of the Bolling Branch main stem and tributaries, as well as create and enhance more than 5 acres of wetlands in its floodplain, located in Fauquier County, VA. Through the various phases of the project, Mr. Williams helped develop construction methods to maximize productivity and meet all environmental permitting restrictions.

MDSHA Upper Paint Branch BMP Sites (2009) – Mr. Williams served as project manager for EQR to perform and bioswale facility installation at five sites in the Upper Paint Branch Special Protection Area. Mr. Williams coordinated with MDSHA engineers to expedite work under new MDE TMDL regulations.

MDSHA Functional Enhancements of Stormwater Facilities in Prince Georges County (2009) – Mr. Williams served as project superintendent for EQR to retrofit seven existing BMP Facilities. Three sites were retrofits of existing SWM ponds, two sites were biotrenches converted into fully functioning SWM ponds, and two sites were biotrench pipe repairs. Mr. Williams directed field staff daily, communicated with inspectors and EQR managers to maintain project quality control, and coordinated subcontractors in the field.

Sand Filter Maintenance (2008) – Mr. Williams served as superintendent for EQR, when the company was selected by the Delaware Department of Transportation to clean and maintain 184 precast sand filters in Wilmington, DE and 1 cast in place sand filter in Rehoboth, DE. Lane closures and other MOT were required during cleaning and replacement of materials. Mr. Williams supervised field staff, managed water quality control, and coordinated with county regulators.

Nonantum Mills Stormwater Management Pond (2008) – Mr. Williams served as project manager for EQR developing subcontracts, working with design engineers to manage in-line dewatering practices, and directing field crews. New Castle County, DE selected EQR to rehabilitate an existing SWM facility, including 2,700 cubic yards of dredge, creation of micro pool and forebay areas, weir and junction box replacement, gabion baffles, and stabilization with rip-rap, seed and matting.

Work Experience

Environmental Quality Resources, LLC

Vice President of Contracts	2016-Present
Senior Project Manager	2011-2016
Project Manager	2002-2011
Project Superintendent	2000-2002
Layout Foreman	1999-2000
Laborer	1998-1999



Jake Ayers

Senior Project Manager

Education

University of Maryland
College Park, MD
M.S. in Environmental Management, 2011
Bachelor of Science, 2007

Years of Experience Overall: 14

Years of Experience at EQR: 14

Professional Associations & Certifications

- Rosgen I – Applied Fluvial Geomorphology

Overview

Mr. Ayers has worked with EQR for many years, starting as a layout foreperson and earning promotions to Senior Project Manager. Due to his extensive experience both in the field and in management, Mr. Ayers has the insight and knowledge to oversee, plan and coordinate projects as well as guide the project management staff. In addition to his practical experience, Mr. Ayers's academic background provides him with in-depth understanding of ecosystem services.

As Senior Project Manager, Mr. Ayers is responsible for oversight of EQR's project management processes and all EQR Project Managers. He conducts regularly scheduled meetings, typically weekly, with each Project Manager to review project progress and budget conformance and help resolve any issues that may have arisen. With his wealth of field and management experience, he serves as a valuable resource to Project Managers as they oversee their assigned projects. Mr. Ayers also actively participates in EQR's weekly production meeting overview with operations, project management and executive management to ensure good communication throughout the company across all ongoing projects. He is adept at creating Critical Path Method project schedules. Due to his excellent managerial skills, Mr. Ayers is also a working manager with his own assigned projects.

In addition, he plays a vital role in proposal reviews, lending his practical experience to the process of preparing cost effective pricing.

Mr. Ayers is well versed in government and private sector contract matters. His responsibilities include contract review, change order management, invoicing, small and disadvantaged business participation requirements and closeout.

He presently oversees contracts valued at approximately \$45 million per year, including about \$15.5 million in IDIQ contract task orders.

Throughout his tenure at EQR, Mr. Ayers has established good communication and working relationships with project owners, the inspection community, design engineers, subcontractors and suppliers.

Mr. Ayers is essential to EQR and has developed a strong rapport with the staff. He is able to manage and direct activities on several concurrent large-scale projects, and his organizational skills ensure projects under his management are completed in a timely and efficient manner.

Relevant Project Experience

Mr. Ayers served as the Project Manager for these projects.

MD SHA TMDL SWM Retrofit Design in Anne Arundel County – Group 1, \$2,298,836 (2023) – MD SHA selected EQR for this project to retrofit five SWM facilities to provide additional water quality management. The work entailed one wet pond, one infiltration basin, two micro pools and one submerged gravel wetland. Aspects of work included MOT, E&SC, riser structure modification, inlet installation, pipe and inlet cleaning and landscaping.

Ken Gar Palisades Wetland Mitigation Site, \$2,358,040 (2021) – Following a best value analysis, Maryland Transit Authority selected EQR for this wetland mitigation project at the Ken-Gar Palisades Park, in Montgomery County, Maryland. The project compensated for loss of wetlands due to the Purple Line Light Rail project. New wetland areas were created and existing wetlands enhanced through: invasive species control by mechanical and chemical means; construction of 1.29 AC of palustrine forested and 0.23 AC of palustrine emergent wetlands; 2.55 AC of PEM wetland enhancement; planting of woody plant species and seeding of herbaceous and woody plants suitable for the wetlands; and creation of a rough graded soccer field. Quality control and safety were of particular concern to MTA, and EQR created detailed plans to ensure related requirements were met.

MDSHA Full Delivery Elks Club Camp Barret Stream Restoration, \$2,304,499 (2021) – GreenVest, LLC engaged EQR as part of the proposal and execution team to provide the full delivery of MS4/TMDL water quality credits to the Maryland State Highway Administration, through the design, permitting and construction of 7,800 linear feet of stream restoration at the Elks Club Camp Barrett site in Annapolis, Maryland. EQR's role included site selection assessment assistance, construction budget development and management, design constructability reviews, construction and maintenance of the project site. The woody dams raised the base flow water level over 11 feet, to allow for floodplain reconnection and flood attenuation. All on-site woody debris material was utilized, instead of the added costs to import boulders for stabilization. Though the design and permitting phases took longer than anticipated and delayed the start of construction, EQR provided additional crews and other resources in order to meet the in-stream completion deadline prior to the stream closure date of February 15.

Baltimore County Environmental Restoration Design-Build On-Call Contract (B-700), \$3,926,927 (2014-2019) – Baltimore County contracted with EQR to perform TMDL and MS4 compliance and various environmental restoration services across the county. For this Design/Build contract, EQR teamed with WBCM to perform design scopes. Typical environmental restoration projects included retrofit, conversion, and repair of existing stormwater management ponds, installation of water quality best management practices, stream restoration, stream bank stabilization, emergency repair of storm damage, structural and non-structural shoreline stabilization and maintenance activities, riparian buffer planting, planting maintenance, and invasive species control and removal. As the Contract Manager, Mr. Ayers served as the direct point of contact between EQR's team and the County, managing multiple task orders and concurrent deadlines. Mr. Ayers coordinated subcontractor participation and approvals of all materials, including maintaining 25% MBE participation.

Gwynn's Falls Stream Restoration, \$1,748,440 (2018) – Baltimore County Department of Environmental Protection and Sustainability selected EQR to restore nearly 3,000 feet of stream in an urban setting. Chronically eroding stream banks, an exposed sanitary sewer line and manholes, and a piped section of channel along two Gwynn's Falls tributaries made the site a prime candidate for restoration. Proximity to sewer line required precision as we built and realigned the stream channel.

Dead Run Stream Restoration, \$2,406,574 (2019) – Baltimore County Department of Public Works engaged EQR to restore 1,815 LF of Dead Run Stream at Westview Park in Baltimore, Maryland. This project included raising the channel bed and cutting new floodplain benches at a lower elevation to reconnect the stream with the floodplain. The goals of this restoration were to reduce in-stream erosion, improve water quality, increase ecological habitat, enhance the riparian buffer, and reduce maintenance associated with the downstream storm water management. Additionally, the project includes two water quality ponds and associated storm drain piping and structures.

Piscataway Creek Wetland Mitigation, \$578,973 (2016) – GreenVest, LLC, a private, ecological services company, chose EQR to provide turnkey mitigation for 11.3 acres of freshwater wetland impacts associated with the West Runway Repair Project. The Piscataway Creek Mitigation Site (PCMS) generated 12.5 non-tidal wetland mitigation units to offset 11.42 acres of permanent non-tidal wetland impacts as well as the temporal loss that occurred from the lag time between when the impacts occurred and when the mitigation will be implemented. The mitigation project entailed the preservation of 50.98 acres of high quality, non-tidal wetlands, the creation of 9.27 acres of non-tidal wetlands, and the restoration of 1.37 acres of non-tidal wetlands—totaling 62.62 acres of restored, preserved and fully integrated non-tidal wetlands in the headwaters of Piscataway Creek.

Work Experience

Environmental Quality Resources, LLC

Millersville, Maryland

Senior Project Manager

2016 – Present

Project Manager

2011 – 2016

Project Supervisor

2010 – 2011

Layout Foreman

2008 – 2010



Gus Raggambi

Project Manager

Education

James Madison University

(Harrisonburg, Virginia)

Bachelor of Science,
Geology 1999

San Jose State University

(San Jose, California)

Masters of Science (coursework)
Geology 2002

Years of Experience Overall: 24

Years of Experience at EQR: 5

Professional Associations & Certificates

- Professional Geologist (California, expiry 10/24)
- Association of Engineering Geologists
- American Institute of Professional Geologists
- American Geophysical Union
- Geological Society of Washington
- Trout Unlimited Member
- OSHA 40-hour HAZWOPER
- Nuclear Gauge Operator
- Confined Space Operations and Monitoring

Overview

As a Project Manager, Mr. Raggambi is responsible for all budget, scheduling, procurement, owner and other stakeholder communication and coordination, and quality control for assigned projects.

Mr. Raggambi manages multiple, concurrent environmental projects, including large, complex stream restoration, outfall stabilization/regenerative conveyance, stormwater management, LID and wetland mitigation. His in-depth knowledge of geology, geomorphology, hydrology and construction as well as extensive project management experience allow him to quickly comprehend project requirements, identify potential issues early to maximize resolution options, manage project resources well, and timely complete project milestones.

Mr. Raggambi's experience enables him to offer practical, cost effective input to owners and engineers. His personal commitment to the environment ensures that ecologically sound practices are followed. Mr. Raggambi's prior work on behalf of project owners gives him useful insights into the needs of our public and private sector customers.

His well developed leadership skills earn respect from his team and result in smooth project implementation.

Example Project Experience

SW MP Site 8193 Retrofit (expected finish January 2024) \$895,070.57 – Retrofit of one existing dry detention pond to meet freeboard requirements and achieve credit towards the Maryland Environmental Service High Performance Pond Partnership Demonstration Project. Project performed for Brightstorm Infrastructure Group, LLC, and located in Hagerstown, MD. Work includes: replacement of metal standpipe riser with a 20' high CIP weir control structure and Opti Continuous Monitoring and Adaptive Control device; deconstruction and reconstruction of dam; Class 3 riprap plunge pool installation; dewatering (including use of ~ 4 foot

sandbag coffer dam to maintain dry conditions during weir construction); perforated pvc pipe and gravel installation for dewatering system; pond, pool and pilot channel grading; emergency spillway raising and reconfiguration; flexmat concrete block installation; tree clearing and permanent stabilization. On two occasions, EQR identified UXO during construction, necessitating a temporary suspension of the project for ordinance specialists to properly remove and dispose of the UXO (including detonation on one occasion). Mr. Raggambi serves as Project Manager.

Woodcrest Stream Restoration (2023) \$1,047,635 – An approximately 3,640 LF stream restoration for Howard County, MD, consisting of flood plain reconnection, habitat improvement, culvert replacement, pedestrian bridge installation, class 5 excavation and a variety of toe and in-stream structures. In-stream and toe structures include toe boulders, rootwads, riffle grade controls, wood glide riffles, cascades, outfall and step pools, confluence stabilization mix and nutrient processing features. Other work entailed imbricated wall construction, clay channel blocks, drainage swale, non-native invasive plant treatment, and coir matting installation. Wetland and slope seeding, live stakes, fascines and posts, and planting with a diverse array of native plant species complete the project. Mr. Raggambi served as the Project Manager.

Quaker Mill Mitigation Pond Project (2023) \$3,018,721 – Howard County selected EQR for this flood control project, entailing removal of an existing pond and its structures and construction of a larger facility to pass base flow of a tributary to the Hudson Branch stream. Work includes: lay back and benching of steep slopes to enable safe, efficient excavation; sandbag diversion and 12" clear water diversion pipe; new concrete retaining walls and concrete weir control structures; replacement of multiple storm drains (24" – 72" RCP), Type C and O headwalls and 4 manholes; structure foundation grading; stream grading; riffle grade control installation; rip rap outfall stabilization; rock excavation; approximately 300 feet of earthen embankment construction (including clay core and filter diaphragm); access road with cellular confinement load support system; wetland and upland seeding and planting. The dam is classified as a significant hazard structure by MDE's Dam Safety Division. Mr. Raggambi acted as the Project Manager.

PSEG (2022) \$534,248 – PSEG Keys Energy LLC engaged EQR under a master services agreement to provide various SWM repair services at BGE facilities, including riser modification, dewatering, excavation, topsoiling, stabilization matting installation and closure of a sediment basin remaining from historic mining operations. The latter portion of work included dismantling a non-functioning overflow weir structure, stabilization of a highly eroded overflow channel, removal of accumulated sediment, and new channel construction to allow for flow from the watershed to a nearby stream.

Still Meadow Stream and Outfall Restoration (2022) \$503,213 – Harford County, Maryland, awarded this stabilization of three stormwater outfalls and restoration of approximately 1550 LF of stream to EQR. The project location is a densely developed residential area. Work included: construction of a step pool conveyance system boulder cascade; log/boulder steps; riffle pool; installation of streambed material (cobble, sand/wood chip filter media); streambank reconstruction and stabilization; dewatering and maintenance of stream flow; temporary access bridge; tree and tree root protection.

Tinkers Creek Stream Restoration (2021) \$10,881,829 – This full delivery TMDL project led by GreenVest, LLC for Prince George's County, Maryland, spans approximately 40,600 LF of stream. Greenvest elected to team with EQR from project inception. EQR assisted in site selection, investigation and design development through constructability reviews and value engineering proposals. Construction encompasses multiple features of work, including reconnection of stream and floodplain, channel realignment and grading, extensive stream diversion/dewatering, a variety of wood and stone in-stream structures (e.g., wood and rock toe, riffles, grade controls and plunge pools), coir matting and live fascine installation, precast end section and

manhole installation, maintenance of traffic, and seeding and planting with native species. Mr. Raggambi served as the construction Project Manager.

Little Patuxent Outfalls/Towers Branch Pond Retrofit (2021) \$1,405,369 – Anne Arundel County, Maryland, awarded this combination channel restoration and pond retrofit project to EQR. Work, along approximately 1,340 LF of channel, entailed removal of concrete outfall structures and pipe, removal of a sediment basin and conversion to a step pool storm conveyance system, channel/slope stabilization, dewatering, installation of RCP, headwall and multiple manholes, sand/wood chip filter media, in-stream structures (such as cobble weirs, boulders, grade controls, streambed stability mix and rock sills), tree protection and gabion basket drop structure removal, removal and re-installation of a community fence adjacent to the worksite. Mr. Raggambi served as a construction Project Manager.

Mattawoman Creek (2020) \$2,009,344 – GreenVest, LLC selected EQR to construct this wetland mitigation and stream restoration to offset capital improvements at Joint Base Andrews. Items of work included 45 AC wetland creation, +28,000 CY site grading, ditch plugs, wood features, swale construction, dewatering, seeding and planting. Mr. Raggambi served as Project Manager.

RiverSmart Schools Low Impact Development (2019) \$59,512 – Natural Resources Design, Inc. chose to team with EQR for this design/build DOEE LID project in Washington, DC. The work sites were located at three District of Columbia schools. The creation of bioretention facilities involved asphalt cutting and removal, soil excavation and haul off, existing manhole and pipe modification, liner and inlet installation, dewatering, monitoring well installation and educational elements. Mr. Raggambi served as the construction Project Manager.

Western Branch Wetland Mitigation (2019) \$171,014 – GreenVest, LLC teamed with EQR for this full delivery wetland mitigation project in Upper Marlboro, Maryland. Items of construction work included excavation, grading, subsoil modification to improve permeability, dewatering, topsoil stripping, salvaging and re-spreading, removal of a gravel road, and seeding of wetland and upland areas with a mix of native plant species. Mr. Raggambi served as the construction Project Manager.

River Valley Ranch (2020) \$2,192,204 – GreenVest, LLC teamed with EQR to propose and complete this TMDL full delivery stream restoration project for Maryland State Highway Administration. The more than 6,600 LF project entailed tree protection, temporary bridge installation, maintenance of vehicular and pedestrian traffic, extensive dewatering/maintenance of stream flow, in-stream structures (including riffle and cascade grade controls, boulder clusters, step pool and plunge pool, boulder toe), bank stabilization through the use of live branch layering, wattles, woody debris deflectors, root wads and coir matting. Riparian areas were seeded and planted with a variety of native plant species. Non-native invasive treatment was performed. Mr. Raggambi served as the construction Project Manager.

Rolling Ridge Estate (2020) \$327,377 – GreenVest, LLC teamed with EQR to propose and complete this TMDL full delivery stream restoration project for Maryland State Highway Administration. Features of work for the approximately 3,500 LF project included culvert removal, channel excavation and wetland grading, installation of in-stream structures (e.g., riffle grade control, stone toe, outfall pools, channel bed material), vehicular and pedestrian MOT, maintenance of stream flow, installation of coir matting on banks, and seeding of riparian and wetland areas. Mr. Raggambi served as the construction Project Manager.

Work Experience

Environmental Quality Resources, LLC

Millersville, MD

Project Manager 2018 – Present

AECOM

Germantown, MD

Senior Geologist, Site Assessment Team Leader, DC Metro Practice Area Leader, Geology 2005 – 2018

Responsible for the supervision and quality control of environmental studies, reports, permit applications, and technical design related to small to large scale environmental and civil construction projects for private sector and federal clients. Managed projects from inception to finish with a focus on safety, quality and environmental stewardship. Developed work scopes, safety plans and budgets. Selected subcontractors and procured materials. Offered practical, cost effective designs while minimizing environmental impacts. Gained familiarity with state and federal regulatory framework and background in construction oversight, permitting and design tasks. Implemented phased construction approaches and unique land uses affording cost savings. Placed core set of safety and quality values at the forefront of every project. Assisted with developing and responding to RFIs, RFPs and public and private sector client contracting. Provided quick turnaround technical writing content and reviews.

Gilpin Geosciences

Mill Valley, CA

Project Geologist 2003 – 2005

Responsible for conducting environmental, geologic and geomorphic studies and collection and analyses of data supporting office with forensic geology focus. Flexible debris-resisting barrier design and installation, erosion mitigation, landslide/landform rehabilitation. Aerial photograph mapping and interpretation. Oversight of staff and subcontractors, scoping and budget management.

Lowney Associates

Mountain View, CA

Geologist 1999 – 2003

Heavy civil earthwork/grading and construction oversight of retail/commercial/office and residential in marine shoreline to hillslope environments. Fault and landslide mapping and geotechnical investigation for foundation and pavement design criteria. Soil and concrete testing in both field and laboratory settings.



Jason Harman

Project Superintendent

Education

University of Maryland, Baltimore County
Catonsville, Maryland
B.S. in Environmental Science, 2012

Years of Experience Overall: 8.5

Years of Experience at EQR: 8.5

Professional Associations & Certifications

- Rosgen Level I Course – Applied Fluvial Geomorphology, Wildland Hydrology
- Erosion and Sediment Control Certification (Formerly "Green Card"), Maryland Department of the Environment
- 30-hour Occupational Safety and Health Training, Occupational Safety and Health Administration

Overview

As a Project Superintendent, Mr. Harman oversees project implementation activities. Duties include: onsite safety; coordinating work schedules; tracking progress of day to day operations; initiating change order requests; processing and resolving orders for construction materials, machinery, sub-contractors and personnel; close coordination with EQR project managers and client representatives. Mr. Harman helps to ensure that projects progress according to planned schedules and within budgets. He is responsible for scheduling each crew's work and coordinating with subcontractors and vendors for project deliverables. If any issues arise on site, Mr. Harman coordinates closely with EQR staff and owner/designer representatives to develop and carry out solutions.

Throughout his tenure at EQR, Mr. Harman has accrued considerable experience in stream restoration, bioretention facility installation, wetlands creation and mitigation, and storm water management pond construction. Mr. Harman's extensive project experience and strong communication skills make him a valuable member of the EQR team.

Relevant Project Experience

Woodcrest Stream Restoration (2023) \$1,126,793 – An approximately 3,640 LF stream restoration for Howard County, MD, consisting of flood plain reconnection, habitat improvement, culvert replacement, class 5 excavation and a variety of toe and in-stream structures. In-stream and toe structures include toe boulders, rootwads, riffle grade controls, wood glide riffles, cascades, outfall and step pools, confluence stabilization mix and nutrient processing features. Other work entailed imbricated wall construction, clay channel blocks, drainage swale, non-native invasive plant treatment and coir matting installation. Wetland and slope seeding, live stakes, fascines and posts, and planting with a diverse array of native plant species complete the project. Mr. Harmon served as Superintendent.

Owner Contact: Michele Monde, P.E., PMP, mmonde@howardcountymd.gov, 410-313-0844

Engineer Contact: Andrew McLean, P.E., CFM, admclean@mccormicktaylor.com, 667-219-3331

Quaker Mill Mitigation Pond Project (2023) \$3,014,978 – Howard County selected EQR for this flood control project, entailing removal of an existing pond and its structures and construction of a larger facility to pass base flow of a tributary to the Hudson Branch stream. Work includes: lay back and benching of steep slopes to enable safe, efficient excavation; sandbag diversion and 12" clear water diversion pipe; new concrete retaining walls and concrete weir control structures; replacement of multiple storm drains (24" – 72" RCP), Type C and O headwalls and 4 manholes; structure foundation grading; stream grading; riffle grade control installation; rip rap outfall stabilization; rock excavation; approximately 300 feet of earthen embankment construction (including clay core and filter diaphragm); access road with cellular confinement load support system; wetland and upland seeding and planting. The dam is classified as a significant hazard structure by MDE's Dam Safety Division. Mr. Harmon served as Superintendent.

Owner Contact: Brian F. Cleary, P.E., Engineering Specialist III, bcleary@howardcountymd.gov, 410-313-6455

Engineer Contact: Andrew McLean, P.E., CFM, admclean@mccormicktaylor.com, 667-219-3331

Calverton Channel Rehabilitation (2022) \$3,557,481 – Prince George's County, MD, engaged EQR to perform stream restoration through removal of more than 2600 LF of legacy trapezoidal concrete channel and replacement with natural channel design features. A riparian buffer was created, including removal of invasive plant species and installation of native upland and wetland plants. The highly constrained site, bordered by houses and apartment complexes, required careful navigation with heavy equipment. A complex water diversion was employed during Class 5 excavation (+15,000 CY) and construction of in-stream structures, including riffle grade controls, rock cross vanes, sills and imbricated walls. Other work entailed coir bank stabilization, erosion and sediment control and tree protection. Mr. Harmon served as Superintendent for the project.

Owner Contact: Dwight Joseph, Chief, DPWT Construction Division, djoseph@co.pg.md.us, 301-883-5633

Engineer Contact: Ronald Myers, Resident Engineer, rmyers@rkk.com, 240-304-6615

FUP - Rabbit Branch at Gainsborough Drive Stream Restoration (2020) \$787,792 – Repair of a slope and concrete structure failure on Rabbit Branch in Fairfax, Virginia. Work involved: clearing and grubbing (including 42 trees between 13 – 36" diameter); stream bank and toe protection using imbricated stone; grade control structures; boulder riffle structure; stream pump around; log vanes; reinforced streambed mix; coir matting; pipe and headwall removal; manhole and endwall installation; high visibility fence and tree protection; super silt fence; timber mat access road; herbaceous planting, seeding and live staking. As superintendent, Mr. Harman oversaw all onsite activities and collaborated with the designers to make necessary adjustments to the project to address changed conditions.

MDSHA Full Delivery Elks Club Camp Barret Stream Restoration (2020) \$2,304,499.00 – EQR teamed with Greenvest, LLC and Biohabitats, Inc. to provide the full delivery of MS4/TMDL water quality credits to the MDSHA through the design, permitting and construction of 7,800 linear feet of stream restoration Annapolis, Maryland. EQR's role included construction budget development and management, design constructability reviews, construction, and maintenance of the project site. As a superintendent, Mr. Harman ensured onsite compliance with all permits and regulations, managed two EQR crews, and provided scheduling support throughout the project. Features of work included novel in-stream 'log jam' structures (which slow water in the reaches and encourage sedimentation and filling of the over-widened channels as well as increased nutrient processing) and woody dams to raise the base flow water level over 11 feet, allowing for floodplain reconnection and flood attenuation. Mr. Harmon's role was Superintendent.

Owner Contact (Prime Contractor): Patrick Phillips, Sr. Environmental Scientist, patrick@greenvestus.com, 203-558-9722

Engineer Contact: Douglas G. Streaker, P.E., dstreaker@biohabitats.com, 410-554-0156

Mattawoman Creek (2020) \$2,009,344 – GreenVest, LLC selected EQR to construct this wetland mitigation and stream restoration to offset capital improvements at Joint Base Andrews. Items of work included 45 AC wetland creation, +28,000 CY site grading, ditch plugs, wood features, swale construction, dewatering, seeding and planting. Mr. Harmon acted as a Superintendent for the project.

Owner Contact (Prime Contractor): Patrick Phillips, Sr. Environmental Scientist, patrick@greenvestus.com, 203-558-9722

Engineer Contact: Geoffrey M. Goll, P.E., ggoll@princetonhydro.com, 443-775-5402

FUP - Noman Cole Phases 2 & 3 (2018) \$1,253,988 – Fairfax County, VA, engaged EQR to perform this project to build 400 linear feet of imbricated wall and three large cross vanes to protect the outer bank next to Noman Cole Pollution Control Plant. Other work entailed stream pump around, clearing and grubbing (including many large diameter trees), coir matting, erosion and sediment control, native wetland mix seeding and installation of channel bed mix. As Layout Foreperson, Mr. Harman established appropriate elevations for all grading and structures and led the crew in building the structures on site.

Owner Contact: Chris Triolo, Engineer IV, Christopher.Triolo@fairfaxcounty.gov, 703-324-5127

Engineer Contact: Garrett Menichino, Project Engineer, GMenichino@wetlands.com, 703-679-5692

Work Experience

Environmental Quality Resources, LLC

Millersville, Maryland
Project Superintendent
2019 – Present

Layout Foreperson
2014 – 2019

Hefner and Weber, LLC

Linthicum Heights, Maryland
Site Superintendent
2013 – 2014

Austin Byers M.Sc, CERP - Principal, Senior Ecological Restoration Designer

16 years of experience

Lead Stream Restoration Designer/Stantec Project Manager

Austin brings over 16 years of experience working within the Chesapeake Bay Region conducting ecological resource assessments, preparing restoration design plans, and conducting permitting tasks for public sector clients. Austin brings with him formal training in stream restoration and possesses a master's degree focused on water resources management and fluvial geomorphology. Austin is a lead technical expert and group manager responsible for numerous stream and wetland restoration designs with a wide range of project goals and site constraints. He provides innovative and technical solutions to meet today's ecological restoration challenges across a variety of landscapes in an ever-evolving marketplace.

EDUCATION

MS, Environmental Studies, Natural Resource Management, Towson University, Towson, MD, 2009

BS, Environmental Studies, Natural Resource Management, Shepherd University, Shepherdstown, WV, 2007

CERTIFICATIONS & TRAINING

Certified Ecological Restoration Practitioner (CERP) #0624

Rosgen Level I: Applied Fluvial Geomorphology, Wildland Hydrology, Shepherdstown, WV, 2009

Rosgen Level II: River Morphology and Applications, Wildlands Hydrology, Shepherdstown, WV, 2010

Rosgen Level III: River Assessment and Monitoring, Wildland Hydrology, Shepherdstown, WV, 2011

Rosgen Level IV: River Restoration and Natural Channel Design, Wildland Hydrology, Breckenridge, CO, 2013

PROJECT EXPERIENCE

ECOSYSTEM RESTORATION

Cinnamon Woods Stream Restoration | Montgomery County Department of Environmental Protection | Montgomery County, MD | Ongoing | Project Manager/Lead Stream Restoration Designer

Austin serves as the Project Manager and Lead Stream Designer for the Cinnamon Woods stream restoration project. This, approximately 1,000 linear foot project, is located between two existing SWM ponds and within a developed floodplain with multiple existing utilities. The project involves conveying flow via a series of step-pools design using natural analogs to dissipate energy.

Homestead Gardens Stream Restoration and Stormwater Management Project | Anne Arundel County WPRP | Davidsonville, MD | 2023 | Project Manager/Lead Stream Designer

Austin was responsible for the assessment, design, crediting, project management and permitting of approximately 1,000 linear foot of outfall restoration. This project involves stream restoration and stormwater management. Located on the coastal plain of MD, this project involves the development several regenerative stormwater conveyance devices including cascade features, wet pools, and a series of low floodplain channels designed to flow only during periods when baseflow is exceeded.

TMDL Stream Restoration of Israel Creek at MD 550* | Maryland State Highway Administration | Woodsboro, MD | 2020 | Project Manager/Lead Stream Designer

Austin was responsible for the assessment, restoration design, project management and permitting of 5,550 linear feet of Israel Creek and associated tributaries to assist MDSHA with meeting TMDL and MS4 requirements.

Bear Branch Stream Restoration* | Prince George's County Department of Environment | 2021 | Laurel, MD | Project Manager/Stream Designer

Austin evaluated existing stream conditions and developed design plans for the restoration of approximately 3,196 linear feet of Bear Branch and two tributaries in Laurel, MD to reduce bed and bank erosion to meet the County's MS4 permit requirements and reduce the sediment supply into Laurel Lake.

Stream Restoration of an Unnamed Tributary to Towsers Branch | Anne Arundel County WPRP | Waugh Chapel, MD | Ongoing | Project Manager/ Stream Designer

Austin serves as the Project Manager and lead technical stream designer for this project that involves a series of low floodplain channels designed to flow only during periods when baseflow is exceeded. The project also includes coordination with MDOT SHA to correct erosion at their outfall at the head of the channel.

Brian Hawley PWS - Senior Principal Environmental Services for Transportation

29 years of experience

Quality Assurance/ Quality Control Manager

Brian has more than 29 years of experience with stream and wetlands science, threatened and endangered species, water resources engineering, regulatory permitting, stream and wetland design and compliance and will serve as the Quality Assurance/ Quality Control Manager. He has considerable experience in preparing conceptual to final designs, construction specifications, engineer's estimates, bid documents, performing construction oversight, and post construction monitoring of a variety of stream, wetland, watershed and ecosystem restoration projects.

Brian manages the Statewide Open-End contracts with VDOT for Stream and Wetland Design and Maintenance. Under these contracts he directly coordinates with VDOT Central Office staff and the nine Districts throughout the state on numerous design and compliance projects over the last 15+ years. These include design bid build, design build and unit-based contracts. Additionally, Brian has worked with several localities on design bid build and design bid related stream projects in Virginia.

EDUCATION

MS, Civil Engineering, University of Virginia, Charlottesville, Virginia, 1995

BS, Physics, Mary Washington College, Fredericksburg, Virginia, 1987

CERTIFICATIONS & TRAINING

Rosgen, Level I, Applied River Morphology, Fredericksburg, Virginia, 2013

Rosgen, Level II, River Morphology and Applications, Fredericksburg, Virginia, 2013

REGISTRATIONS

Professional Wetland Scientist #1253

PROJECT EXPERIENCE

ECOSYSTEM RESTORATION DESIGN AND MAINTENANCE

VDOT Statewide Open-End Contract: Wetlands Stream Maintenance, Monitoring and Related Services | Virginia Department of Transportation | Virginia | Ongoing | Contract/Project Manager

Brian is the contract manager providing environmental studies, construction, and post construction permit compliance for VDOT roadway and stream/wetland mitigation projects. This includes the negotiation of permit conditions with regulatory agencies on behalf of VDOT, performing permit construction and post construction compliance monitoring, reporting, conflict and issue resolution with contractors and permit agencies to address and resolve compliance issues. Work under this contract also includes monitoring and reporting on some of VDOT's largest stream and wetland mitigation banks and project specific sites, feasibility studies, and corrective action/remediation plan development and implementation and performing annual monitoring and reporting to demonstrate permit compliance. This is the third consecutive term totaling 11 consecutive years on this contract. Under this contract Stantec has saved VDOT over 100 acre of wetland mitigation and thousands of feet of stream mitigation. Under this contract EQR was our lead contractor for the implementation of corrective actions undertaken.

Smith Run Turnkey TMDL Project | GreenVest | City of Waynesboro, Virginia | Ongoing | Project Manager (Design)

Brian was the project manager through feasibility and design of this stream restoration project providing turnkey nutrient reductions for the client GreenVest a green investment capitol provider of green infrastructure projects to meet clients ecosystem services needs. This included all the nutrient loading calculations, field studies, due diligence, T&E, permitting and design of Protocol 1 and Protocol 2 approaches in accordance with the Chesapeake Bay expert panel guidance. Approach included Priority 1 stream restoration, land cover conversion buffer establishment and expanded hyporheic zone nitrogen

treatment through a 0-stage braided stream channel design. Plans were submitted and approved through the locality for land disturbance and coverage under their VPDES authority. This work was performed as a subconsultant to EQR.

Glade Creek | City of Roanoke | Roanoke, Virginia | 2021 | Principal

Brian was the Principal in Charge for the Glade Creek project, a design build project for the City of Roanoke to meet their TMDL requirements. Brian worked closely with EQR on all contracting and scope and fee development. He provided quality assurance on plans and supported the permitting and Section 7 Endangered Species Act formal coordination for the Roanoke logperch.

Emily Fask PE - Stream Restoration Engineer

9 years of experience

Stream Restoration Design /Engineer of Record

Emily has over 9 years of experience working as an environmental engineer within the Chesapeake Bay Region. She has primarily focused her work on stream restoration and has been involved stormwater management and other water resources related projects. Emily has been involved with many phases of stream restoration projects including site analysis (i.e., initial site assessments, fluvial geomorphic analysis, and hydraulic and hydrologic modeling), surveys, plan set development and preparation, construction oversight, and post-construction monitoring and report preparation.

EDUCATION

BS, Civil & Environmental Engineering, Bucknell University, Lewisburg, Pennsylvania, 2014

CERTIFICATIONS & TRAINING

Professional Engineer, 54417, State Board for Professional Engineers, Baltimore, Maryland, 2023

Level I - Applied Fluvial Geomorphology, Wildland Hydrology, Seeley Lake, Montana, 2017

Level II - River Morphology and Applications, Wildland Hydrology, Bend, Oregon, 2017

Level III - River Assessment and Monitoring, Wildland Hydrology, Shepardstown, West Virginia, 2018

Level IV - River Restoration and Natural Channel Design, Wildland Hydrology, Steamboat Springs, Colorado, 2019

PROJECT EXPERIENCE

ECOLOGICAL RESTORATION

Maryland State Highway Administration, Little Northeast Creek* | Cecil County, MD, USA | 2022 | Project Engineer

Emily developed the design and plan set for ±10,000 linear feet of stream associated with Little Northeast Creek in Cecil County, MD to provide SHA with Chesapeake Bay TMDL credit. For this plan, Emily developed all plan sheets including grading, details, erosion and sediment control, floodplain, and planting as well as the HEC-RAS model comparing the pre- and post- 100-year water surface elevations. In addition to the design and plan set, Emily assisted with a preliminary field assessment including pebble counts, bar samples, cross sections, and BEHI/NBS as well as construction oversight. Post construction, Emily performed post construction monitoring to assess the success criteria of the restoration.

Horst Property | Cecil County Maryland | 2021 | Project Engineer

Emily assisted in the design and plan set for approximately 8,000 linear feet of stream restoration and 30-acres of riparian buffer planting in Cecil County, Maryland for Chesapeake Bay TMDL credit, which Cecil County will use to meet MS4 permit requirements. Emily also attended pre-construction meetings, went to site visits to monitor construction, and performed post-construction monitoring to assess the success of the restoration. In addition, she assisted with the calculation for MS4 permit pollutant load reductions. This included collecting bank soil samples and performing bulk density analysis.

Plum Creek Stream Restoration | Montgomery County Department of Environmental Protection | Montgomery County, Maryland, | Ongoing | Project Engineer

Emily developed the design, plan set, and report for approximately 500 linear feet of stream restoration on an unnamed tributary to Plum Creek in Montgomery County, Maryland to provide the County with pay-for-performance impervious acre credits. She performed preliminary field assessments including pebble counts and cross section and profile surveys. Emily calculated the site hydrology and designed the proposed restoration. She created a floodplain model using HEC-RAS to assess the stability of the channel, as well as to determine the 100-year floodplain elevations for existing and proposed conditions. She created the plan set which includes existing, proposed grading and profile, details, erosion and sediment control, and planting sheets.

Maryland Food Center Authority – Dorsey Run Stream Restoration | SMC | Howard County, Maryland | Ongoing | Project Engineer

Emily developed the design, planset, and report for approximately 1,000 linear feet of degraded stream. Emily led the preliminary field work which included pebble counts, cross section and profile surveys, BANCS assessment, and soil sampling. She calculated the site hydrology and developed the cross section, profile, and channel geometry for the proposed restoration. She made a floodplain model using HEC-RAS to assess the stability of the channel and floodplain, as well as to determine the 100-year water surface elevation for existing and proposed conditions. Emily also prepared the planset including the existing, grading and profile, erosion and sediment control, and construction detail sheets.

Harold Canfield - Senior Environmental Scientist

33 years of experience

Permitting and Natural Resource Specialist

Harry is a Senior Environmental Scientist with expertise in natural resource assessments, environmental inventories, environmental permitting, and compliance. He has demonstrated experience in natural resource inventories/forest stand delineations (NRI/FSD); wetland delineations; wetlands/waterways permitting for Section 404/401 including MDSPGP-6, Bay TMDL RGP, NWP-27, and individual Permit authorizations; MDE wetlands/waterways and Tier II permitting; wetland and stream mitigation design; woodland conservation ordinance and critical area compliance; rare, threatened, and endangered species studies; and preparation of technical documents.

EDUCATION

Bachelor of Science/Biology, The Pennsylvania State University, University Park, Pennsylvania, United States, 1988

CERTIFICATIONS

State Forest Conservation Qualified Professional, Certification, Department of Natural Resources

PROJECT EXPERIENCE

NATURAL RESOURCE ASSESSMENT AND PERMITTING

Areawide Total Maximum Daily Load (TMDL), Design-Build Contract No. AX7665D82 | Maryland | 2020 | Permitting Specialist

Harry was responsible for the wetland and forest delineations, assessment, and permitting for multiple stream restoration, outfall stabilization, and stormwater BMP retrofit sites throughout multiple counties in central Maryland. The wetland delineations were conducted in accordance with USACE methodology and the data collection included functions and values assessments to support the functional uplift assessments. The Joint Permit Application (JPA) packages included the MDE MS4/TMDL Checklist, JPA application, impact plates, USACE RGP Self Verification Form or Pre-Construction Notification (PCN) Form, Functional Uplift Assessment, and design plans and reports.

Stormwater and Watershed Management Evaluation and Design Services | Howard County, MD | Ongoing | Permitting Specialist

Harry serves as the environmental permitting specialist for this Howard County contract. He has performed wetland delineations and Forest Stand Delineations, prepared JPA for TMDL stream restoration and stormwater management retrofit projects and submitted Forest Conservation Alternative Compliance Reports for TMDL projects.

Middle River 115kV Transmission Line | Baltimore Gas & Electric | Baltimore County, Maryland | Project Manager/ Lead Environmental Specialist

Harry provided Critical Area compliance services for the 115kV transmission line between the Middle River Substation and Eastern Boulevard in Baltimore County. The project required authorization from the Maryland Department of the Environment (MDE) for temporary impacts to nontidal wetlands for disturbance within the Chesapeake Bay Critical Area.

Replacement of Bridge No. D0019, Suicide Bridge over Cabin Creek* | Dorchester County, Maryland | Environmental Specialist

Harry conducted wetland delineation, forest stand delineation and habitat assessments. He prepared joint federal/state wetland permit application and Chesapeake Bay Critical Area Report. Harry prepared tidal wetland mitigation plan to restore temporarily impact tidal wetlands. The mitigation plan included construction access plans, planting plans for emergent vegetation within tidal waters, and specification for plant installation and maintenance. He received tidal wetlands license and approval of mitigation plan.

Homestead Gardens Stream Restoration and Stormwater Management Project | Anne Arundel County WPRP | Davidsonville, MD | 2023 | Senior Environmental Scientist

Harry conducted a wetland delineation, forest stand delineation, and specimen tree survey for this proposed stream restoration project and obtained all state, local, and federal permits.

Hollands Branch Stream Restoration | State High Administration | Harford County Senior Environmental Scientist

Harry conducted site visits with the client, stream designers, and property owner; conducted a wetland delineation and tree survey, prepared existing conditions report, and managed project schedule and deliverables. He prepared the Joint Permit Application for the restoration project, completed the MDE TMDL checklist, prepared a functional uplift report with tables, and prepared the post-construction monitoring plan.

Joshua Running - Senior Environmental Planner / Principal

25 years of experience

Stream Restoration Design Support

Josh is the National Technical Lead for Ecosystems Restoration for Stantec. His responsibilities include: the design & development of various environmental plans & evaluations including stream & river restoration, sediment & erosional estimate mapping, resource protection area determinations Unified Stream Methodology (USM), biological habitat assessments, mitigation monitoring & reporting, as well as hydrology, water quality & nutrient loading assessments (surface water/MS4). Educational backgrounds in Hydrology, Water Quality, & Soil Science, along with applied training (Rosgen IV), provide him with the necessary knowledge to expertly complete initial site investigations and feasibility work. Josh also has successfully assisted various clients, state agencies, & localities with successful grant applications.

EDUCATION

BS, Watershed Management, Minor in Soil Science, University of Wisconsin, 2000

CERTIFICATIONS & TRAINING

Rosgen, Level I, Applied Fluvial Geomorphology, Asheville, North Carolina, 2006

Rosgen, Level II, River Morphology and Applications, Asheville, North Carolina, 2007

Rosgen, Level III, River Assessment and Monitoring, Dobson, North Carolina, 2008

Rosgen, Level IV, River Restoration and Natural Channel Design, Dobson, North Carolina, 2008

PROJECT EXPERIENCE

STREAM AND RIVER RESTORATION

Glade Creek Stream Restoration at Gus Nicks Blvd | Roanoke, VA | Lead Stream Designer

Josh is providing technical design oversight, permitting, and community outreach for the 3,000 LF +/- Glade Creek Stream Restoration Project in the City of Roanoke. The Glade Creek at Gus Nicks Blvd. Restoration Project will address channel degradation in-stream, a major source of sedimentation, and poor instream habitat through instream structures which are proposed at improving conditions for the Federally Listed Roanoke Logperch. Josh has been working with the design team and prime contractor (EQR) on this design build project and has been leading efforts related the project permitting with the US Army Corps of Engineers and Virginia Marine Resource Commission. Additionally, Josh has been developing the community outreach program for the project, as several aspects of the newly constructed Town of Vinton Greenway and Gish Mill Redevelopment are seen as vitally important to the local community. The project team is currently working on the 65% developmental phase and advancing the outreach and permitting efforts concurrently.

Smith Run Turnkey TMDL Project | GreenVest | City of Waynesboro, Virginia | Ongoing | Lead Stream Designer

Josh provided assessment and design support of this stream restoration project providing turnkey nutrient reductions as part of a design build team that included Environmental quality Resources (EQR). This included all the nutrient loading calculations, field studies, due diligence, T&E, permitting, water quality computations, and design.

Wolftrap Creek Stream Restoration | Town of Vienna, Virginia | Lead Stream Designer

Josh provided the initial site assessment and walkover, review on the conceptual and construction plan design, review of specifications and details as well as construction observations for this 1,020 LF restoration project.

VDOT: Slatersville Area, Tributary to Beaverdam Creek (New Kent) | 2018-2020 | Project Manager

Josh helped develop a corrective action plan (CAP) and provided the necessary information required to support VDOT's development of the joint permit application (JPA) and interagency coordination meeting (IACM) process. The CAP included the stabilization of a severely eroding headcut within a VDOT facility and included the restoration of 230 LF of stream channel. Josh worked with subcontractor EQR, to construct the project during a 2-month period in 2019. Stantec is providing the required post implementation monitoring, along with a memo containing analysis and an estimate of the amount of nutrient credits (currently 300 lbs. of N, 150 lbs. of P) that has been added to VDOT's TMDL program.

Goose Creek (Bluewildlife) | Fauquier County, Virginia | Ongoing | Lead Stream Designer

Josh provided stream assessment, reference reach surveys, stream design, construction plans, monitoring and reporting, stream construction inspections, construction oversight, and project management and coordination.

Section 5: Concept Narrative

Our Approach

The EQR-Stantec Team understands that the foundation of a successful stream assessment and restoration design is identifying the causes, mechanisms, and patterns of stream degradation. To achieve the overall project goals of restoring both stability and ecological function, the causes and mechanics of instabilities must be identified correctly. Our approach for restoration projects is based on multi-disciplinary consideration of defined project goals: assessing project constraints/natural resources, fluvial geomorphologic principles, hydrologic/hydraulic analyses, sediment transport, and ecological uplift. We understand that the approach requires flexibility and integration of a wide range of related project elements which may include the evaluation of aquatic/terrestrial habitat processes and associated enhancement, wetland enhancement/ creation, bioengineering, sediment transport analysis, floodplain reconnection and assessing potential related impacts, agency/stakeholder input and consensus building, improving water quality, and preventing stream bed and bank erosion.

The EQR-Stantec Team understands the respective limitations that would increase the risk of not meeting project goals based on site constraints (e.g., excess boundary shear stress, frequency/intensity of storm flows, channel slope, available floodplain width, and adjacent high quality natural resources).

A vital component to any successful stream restoration project is understanding what design approach is best suited for a particular project site to establish a stable functioning system. The breadth of our experience ensures an approach that is appropriate for the physiographic region and based on existing site conditions/constraints, and project goals.

The EQR-Stantec Team has a long history of developing cost-effective solutions in part because we are skilled at utilizing natural ecological processes to achieve project objectives. Our design process begins with a review of site history and watershed conditions and typically includes diagnostic field studies (topographic surveys, cross-sections, profiles, pebble counts, etc.). Most importantly, we have hands-on experience implementing these concepts in the field as a unified Team effectively functioning as one entity.

Design Approach

In preparation of this proposal and project approach for the Glenwood and West Glennwood Stream Restoration, Stantec performed an initial site investigation and gathered pertinent project information including approximate discharges, slopes, and appropriate tie-in points to gain a better understanding of the project reaches, causes of instability, potential design approaches, and site constraints. We understand that the restoration approach must fit within the present-day landscape, while still meeting the primary project goals of providing long-term channel stability and water quality improvements.

Glenwood

The Glenwood Stream Restoration reach straddles the public (Board of Education of Talbot County) and private property beginning at a closed stormwater outfall on the upstream end just north of Glenwood Avenue and flowing approximately 435 linear feet to a culvert under Rt 322 Easton Parkway. There is limited to no riparian buffer along the left bank looking downstream in the upper half of the reach and the riparian buffer along the right bank can be characterized as poor, dominated primarily by invasive species. The project reach is located within the Chesapeake Bay Critical Area.

The channel was first mapped in 1961, with significant urban development and the introduction of the upstream closed stormwater network in the mid-1970s. By the time of the first available aerial photography in 1957, the original school was already present to the northeast and the upstream reaches were completely piped. While several residential homes already existed on the north side of Glenwood Avenue, the residential parcel in question (503 W. Glenwood Avenue) experiencing a loss of property due to stream bank erosion along the northeast fence line, was developed between 1957 and 1981. Review of available mapping indicates the channel

has historically been in its present-day location and onsite observations show signs of temporary rip-rap stabilization along the left bank looking downstream and bank erosion along the right bank.

The cause of instability can be linked primarily to the bottom elevation of the closed stormwater network, floodplain fill, and increases in impervious area and higher peak flows with limited to no sediment supply within the watershed. To convey the upstream flow in the flat topology, a relatively large pipe size was needed (48"), combined with sufficient cover over the roadway, and left the channel invert incised in the upstream portion of the reach. That process led to limited to no floodplain connectivity and excess shear stress within the channel capable of eroding the stream banks. Around the midpoint of the reach, the channel becomes reconnected with the floodplain and there are limited signs of active erosion.

The proposed design will include restoring the frequent interaction of the stream hydrology with the adjacent riparian areas by reducing bank heights. Specifically, the proposed single thread channel will have a width of 4' and a depth of 3-4" with valley-wide vertical controls consisting of a salvaged/furnished bed substrate and floodplain grade control logs. That will prevent channel incision, head cut formation, and upstream migration. The restoration approach is intended to improve the hydrology critical to maintaining wetlands and related functions while offering (a) micro-habitat conditions; (b) carbon, sediment and nutrient retention; (c) increased groundwater elevations and interaction with the surface; and (d) flood storage and reduced nuisance flooding. To dissipate energy associated with the pipe flow upstream, an MDE Type I plunge pool will be installed. Preliminary computations indicate that 24x20' Class II riprap plunge pool will be required, while the channel substrate will consist of salvaged MD SHA Class I and Class 0 riprap with an approximate 20' wide floodplain with 3:1 side slopes and will yield proposed velocities under 5'/sec for the 100-year storm below permissible values. A design charrette, preliminary details, before and typical post construction photos are included.

West Glenwood

The West Glenwood Stream Restoration Reach is located solely on public land owned by the Town of Easton Municipal Public Works. The reach begins at cross culvert under West Glenwood Avenue and flows northwest for approximately 275 linear feet to the Tred Avon River where it is tidally influenced. This reach is bounded by a pedestrian wood safety fence and trail along the left bank looking downstream and a Delmarva Power ROW/Easement above and along the right bank. There is currently no riparian buffer, and the reach is entirely located within the Chesapeake Bay Critical Area.

Review of historic mapping and imagery indicates that the reach sets firmly in the footprint of what was once the Baltimore and Eastern railroad that crossed the Tred Avon River. The channel now likely sets just to the northeast of the old railroad embankment. Instability within in this reach can be attributed to the historic fill, highly erodible soil, and perched culvert roughly 12-14' above Mean High Water (MHW). This creates a steep slope with discharges capable of eroding the channel bed and banks. Over time, headcuts have worked their way up the channel resulting in the undermining of the reinforced concrete pipe (RCP). As the channel grows deeper, it also grows wider and is currently also impacting sections of the existing fence.

The proposed restoration approach will begin with a MDE Type I Plunge Pool to dissipate the erosive forces associated with confined pipe flow. The plunge pool is anticipated to be 12x10' MD SHA Class 1 riprap. From there, the channel will transition to a "heavy fill" grass lined swale at a 3% slope. The "heavy fill" will consist of 60% MD SHA Class 0 riprap and 40% salvaged fill to prevent long-term channel incision as vegetation becomes deeply rooted to provide surface protection. The anticipated channel bottom width is 6', with a top width of approximately 30' and 2:1 slope. This approach provides cost-effective conveyance of storm flows within the existing channel footprint and without the use of woody vegetation that could conflict with the existing ROW/easement. Preliminary computations for velocities associated with the 100-year storm are 4.65'/sec and under permissible values.

The remainder of the channel length down to ELEV 0.0 will consist of a boulder cascade to safely convey flows and tie into the tidally influence region without impacts to tidal wetlands to streamline the permitting process. The

boulder cascade will be designed to mimic natural boulder steps or cascades found in high gradient Rosgen type "A" or "B" channels. The proposed structure will have an overall drop height of 6' and a footprint of 14-16' in length, with splash stones to dissipate energy at the downstream end of the structure and provide base level control. The proposed channel geometry will provide a small base flow wetted perimeter, while conveying approximately the 100-year discharge within the cascade weirs. Cascade boulders, consisting of MD SHA Class III riprap, will be used to construct the cascades. Permissible velocities for this structure are above 12 ft/sec. A design charrette, preliminary details, before and typical post construction photos are included.

Permitting Approach

The Glenwood project will require a nontidal wetland/waterway permit from the Maryland Department of the Environment (MDE) and authorization from the US Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act. Wetland Permits in Maryland are coordinated through the MDE Regulatory Services Coordination Office, who does an initial screening of the project to determine the types of authorizations required. Under the Maryland State Programmatic General Permit (MDSPGP-6), MDE is able to issue authorizations without USACE review for minor projects. In most cases, MDE forwards a copy of the permit application to the USACE and various MDE Divisions (i.e., nontidal wetlands, tidal wetlands, waterways) based on the nature of the project impacts and the type of authorization needed. The MDSPGP-6 authorizes nontidal stream bank stabilization activities under Activity f(4). Per the MDSPGP-6, Category A impact limits are 500 linear feet and not to exceed 10,000 square feet impact to nontidal waters. As such, we expect that the Glenwood project can be authorized as a Category A activity from USACE and a Letter of Authorization from MDE. Compensatory mitigation requirements are not expected.

The West Glenwood project would be permitted similarly but may also require a Tidal Wetlands License for impact to tidal waters and would require a separate MDSPGP-6 authorization for tidal shoreline erosion control. Based on the impact type and limit to tidal waters, this project would not require review by the Maryland Board of Public Works.

Both projects are located within the Chesapeake Bay Critical Area (CBCA). In review of Talbot County Code, shoreline stabilization projects within the CBCA will require review and approval by the Department of Permits and Inspections (DPI). We will coordinate reviews with the DPI and the Planning Department for work within the CBCA. If a variance is required, we will coordinate with CAC staff for review and approval. Based on the project description, it is anticipated that revegetation of disturbed areas following construction would satisfy the CBCA requirements.

Capacity

The EQR- Stantec Team understands that capacity is more than an adequate staff count. It means bringing the Town of Easton a team with the right qualifications, and with solid problem-solving skills that are solution oriented. We are offering the Town an experienced team of engineers, scientists, planners, outreach specialists, site foreman, operators, and labors with considerable specialized experience in design- build stream restoration. The EQR-Stantec Team has the capacity and is prepared to complete the project and achieve budget and schedule targets while meeting the project goals.

Mitigating Risk

- Risk: Floodplain Elevation increases that could require floodplain mapping updates or additional landowner coordination.
 - Mitigation: Continual design iteration and hydraulic modeling early in the design process
- Risk: Permitting delays, especially those associated with CAC approval. Permitting delays associated with delayed review times.
 - Mitigation: Early agency engagement and permit submittal
- Risk: Permitting delays associated with proposing restoration where the impacts outweigh the benefit.
 - Mitigation: Glenwood should tie-in just upstream of the stable reach near the midpoint and West Glenwood should avoid impacts to the tidal wetlands.
- Risk: Conflicts with the CAC Buffer Management plan and allowable plantings within the power easement.
 - Mitigation: An appropriate restoration approach using grasses and shrubs, offsite mitigation areas as needed.
- Risk: Project failure due to instability associated with higher more intense rain events and climate change.
 - Mitigation: Desing flows to current 100-yr discharge

Section 6: References

Virginia Department of Transportation

Joe Parfitt

TMDL Project Manager

Environmental Division

Virginia Department of Transportation

804-339-4365

Joseph.Parfitt@VDOT.Virginia.gov

Greenvest

Patrick Phillips, CERP

Vice President

GreenVest, LLC

4201 Northview Drive, Suite 202

Bowie, MD 20716

p. (410) 987-5500 ext. 104 m. (203) 558-9722 f. (410) 987-5501

patrick@greenvestus.com www.greenvestus.com

Prince George's County Department of Public Works and Transportation

Joanna M. Smith

Associate Director

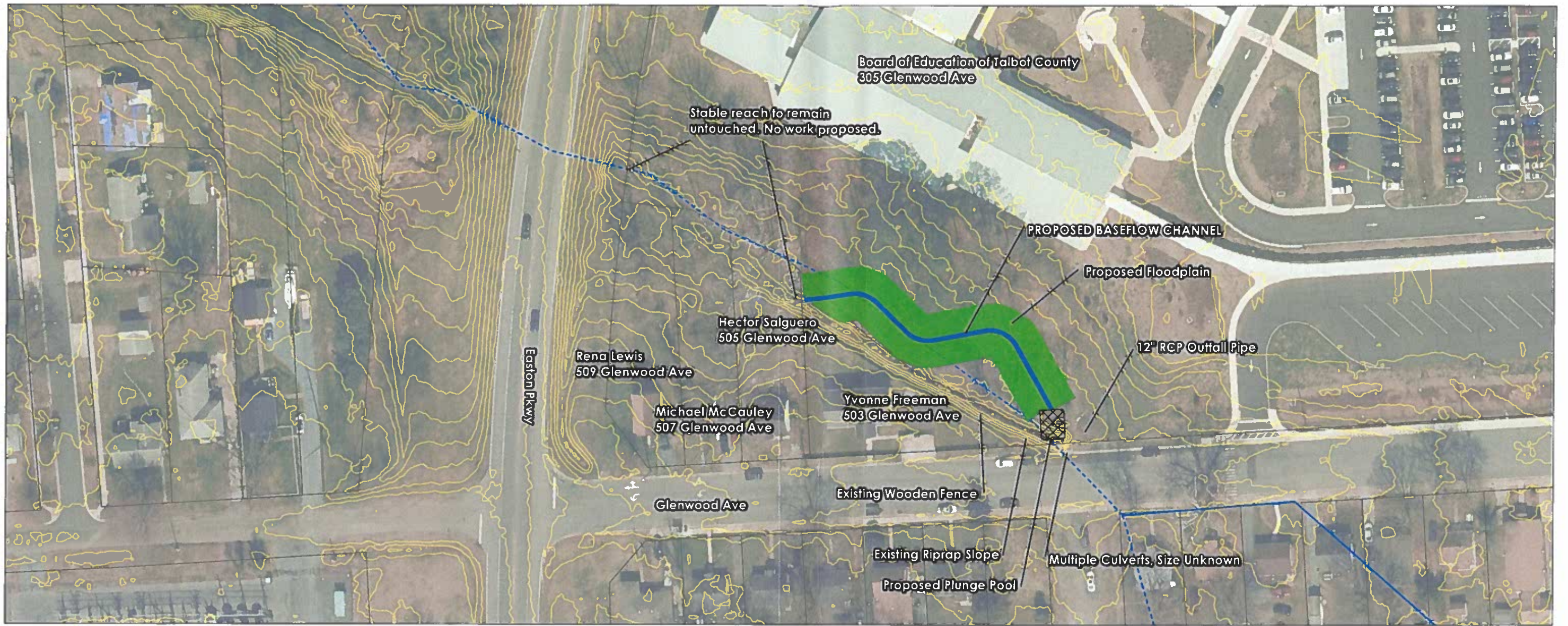
Office of Storm Drain Maintenance

Department of Public Works and Transportation

240-619-9715 (Cell)

jmsmith@co.pg.md.us

Section 7: Concept Sketches



- Property Boundaries
- Other
- Connector
- Canal or Ditch
- Pipeline, Aqueduct, Surface
- Pipeline, General, Underground
- Existing Stream
- Stream or River, Perennial
- Artificial Path
- Coastline
- Existing Contours
- Proposed Baseflow Channel
- Proposed Plunge Pool
- Proposed Floodplain



Existing Condition



Proposed Condition - Baseflow Channel with floodplain



0 50 100 200 Feet

(At original document size of 11x17)
1:1,000



Project Location
307 Glenwood Ave, Easton MD 21601

Client/Project
Town of Easton 10% Concept Design

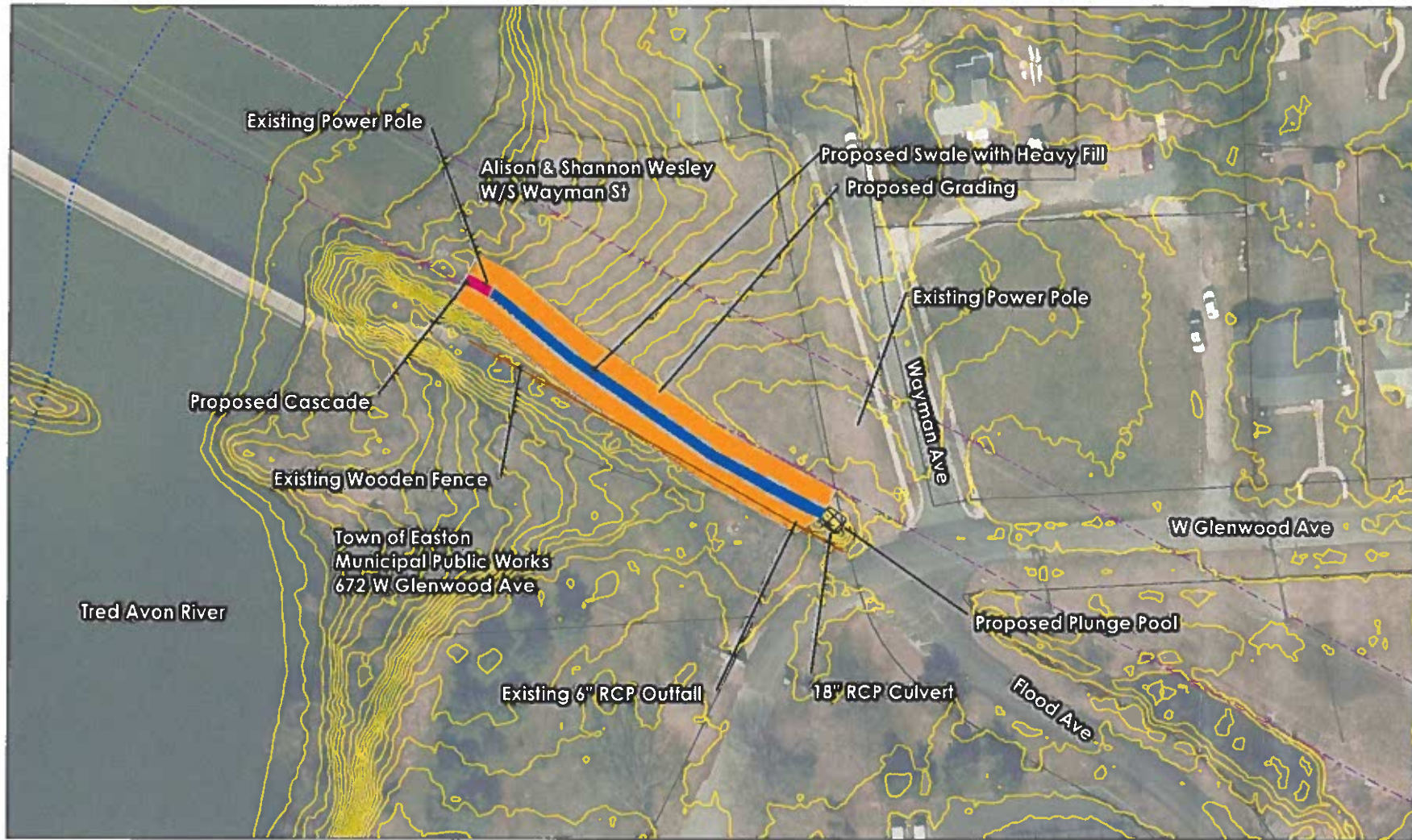
NOT FOR CONSTRUCTION

Figure No.
1

Title
GLENWOOD AVE, EASTON MD

Notes
1. Coordinate System: NAD 1983 CORSS96 StatePlane Maryland FIPS 1900 Ft US
2. Data Sources
3. Background: MD IMAP, DoIT

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.



Existing Condition

- Property Boundaries
- Proposed Plunge Pool
- Other
- Connector
- Canal or Ditch
- Pipeline, Aqueduct, Surface
- Pipeline, General, Underground
- Stream or River, Intermittent
- Stream or River, Perennial
- Artificial Path
- Coastline
- Proposed Cascade
- Proposed Swale with Heavy Fill
- Existing Wooden Fence
- Proposed Grading

Notes
 1. Coordinate System: NAD 1983 CORSS96 StatePlane Maryland FIPS 1900 Ft US
 2. Date Sources:
 3. Background: MD IMAF, DoIT



Project Location Prepared by CSM on 2024-03-06
 672 West Glenwood Ave, Easton MD 21601 TR by ABC on 2024-03-07
Client/Project IR Review by ABC on 2024-03-07

Town of Easton 10% Concept Design
NOT FOR CONSTRUCTION

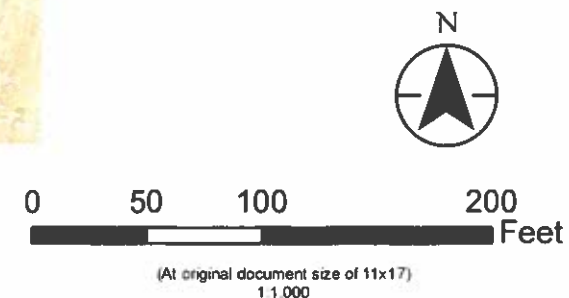
Figure No.
2
Title
WEST GLENWOOD AVE, EASTON MD

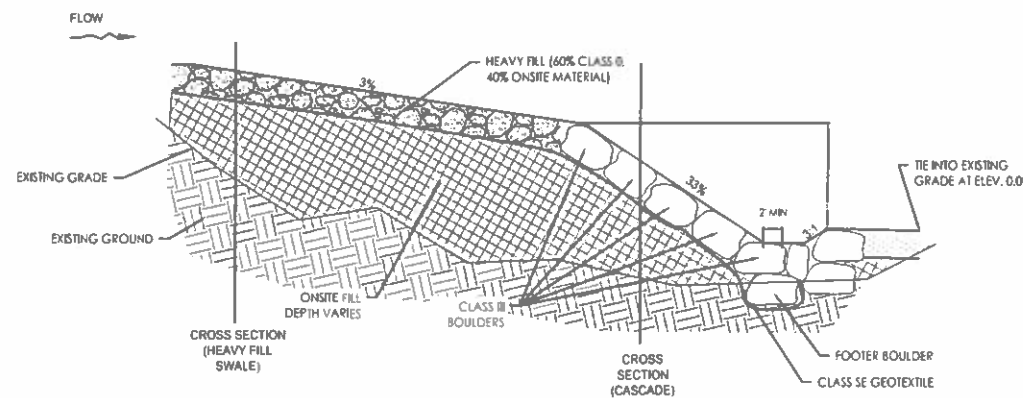


Proposed Condition - Cascade structure



Proposed Condition - Swale with heavy fill

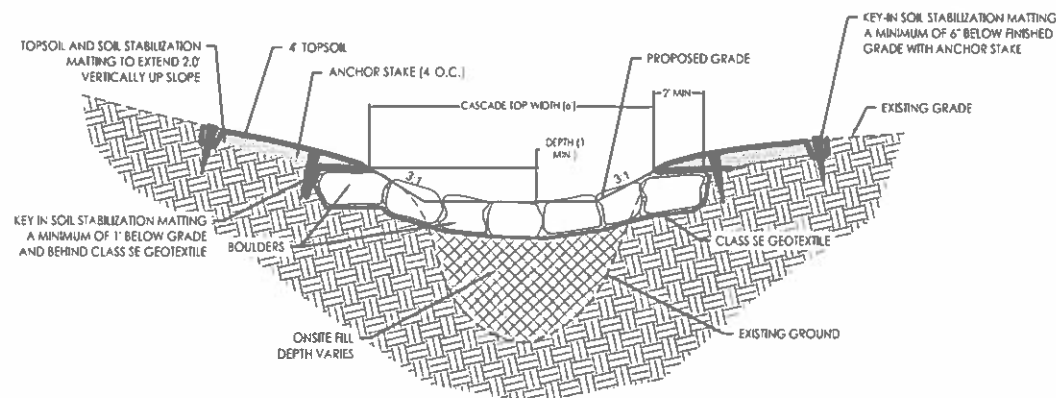




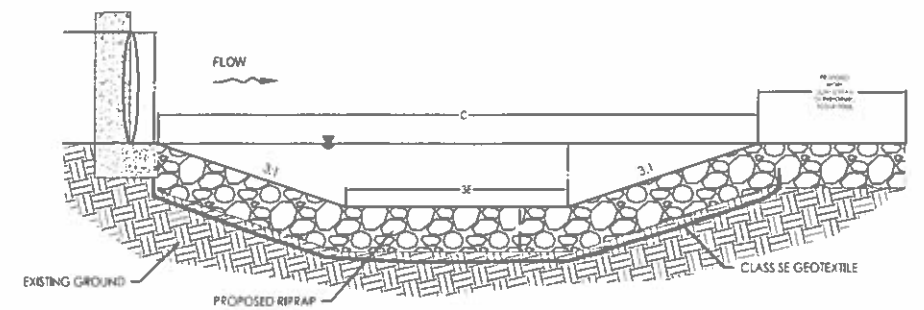
HEAVY FILL & CASCADE - TYPICAL PROFILE

NOTES:

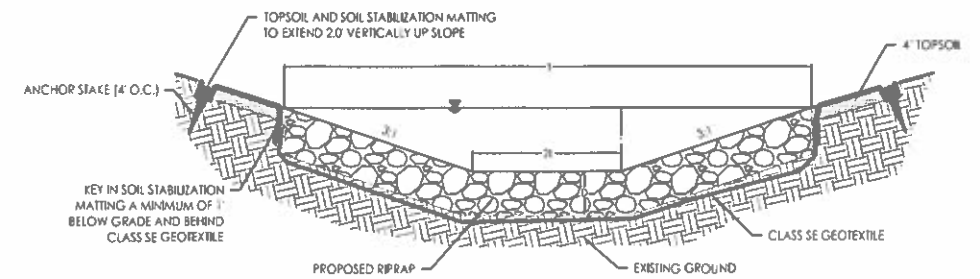
1. A CONTINUOUS SHEET OF GEOEXTILE FABRIC SHALL BE USED TO SEPARATE THE FILL MATERIAL AND THE BOULDERS. BOULDERS SHALL BE ARRANGED HORIZONTALLY IN THE CENTER OF THE CHANNEL AND THE ARMS ON EITHER SIDE OF THE CHANNEL SHALL BE EXTENDED PARABOLICALLY APPROXIMATELY AT A 20 DEGREE ANGLE LONGITUDINALLY TO THE CENTER OF THE POOL. THE BOULDERS SHALL BE ARRANGED TO MAXIMIZE INTERLOCKING AND THE FACE OF THE BOULDERS SHALL BE TILTED DOWNSTREAM. BOULDERS SHALL BE SET INTO THE SLOPE AND NOT STACKED. BOULDERS MUST BE PROPERLY SEATED WITH LIMITED OPPORTUNITY FOR MOVEMENT.
2. WHEN PLACING RIP-RAP, SMALL AND LARGE STONES MUST BE MIXED TO MINIMIZE VOID PLACE AND PROMOTE INTERLOCKING.
3. ALL FURNISHED BED MATERIALS TO BE CHOKE WITH SALVAGE OR FURNISHED SILT, SAND, AND GRAVEL INTERSTITIAL VOIDS AND PROMOTE SURFACE FLOW.



CASCADE - CROSS SECTION



RIPRAP PLUNGE POOL - PROFILE



RIPRAP PLUNGE POOL - TYPICAL CROSS-SECTION

RIPRAP PLUNGE POOL

STREAM PROJECT	RIPRAP CLASS	d (IN)	C (FT)	3E (FT)	B (FT)	2E (FT)	F (FT)	d ₅₀ (IN)	D (IN)
WEST GLENWOOD	I	24	12	6	10	4	1	9.5	18

NOTES:

1. Coordinate System:
2. Data Sources:
3. Background:



Project Location

672 West Glenwood Ave, Easton MD 21601

Client/Project

Prepared by CSM on 2024-03-06

TR by ABC on 2024-03-07

IR Review by ABC on 2024-03-07

Figure No.
4

Title

West Glenwood Details

Section 8: Schedule

Anticipated Schedule

- April 2024 - NTP
- May 2024 – Topographic Survey and Site Assessment
- Preliminary Plans – July 2024
- Pre-Application Meeting/CAC – August 2024
- Permit Drawings & Specifications – December 2024
- Revise and Resubmit Permit Drawings (for permit approvals) – January-April 2025
- Final Permit Approvals Construction – by May 2025
- *Stream Closure March 1 to June 15*
- Construction – June-August 2025
- As-Built – September 2025
- Deadline for Completion - December 2025

Section 9: Bid Forms

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 20th day of March, 2024,

By Environmental Quality Resources, LLC

Business Address 2391 Brandermill Blvd, Suite 301, Gambrills, MD 21054

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

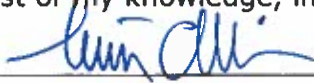
GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.



I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
1	02/29/2024	12
2	03/08/2024	2

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 by **December 31, 2025**.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$ 30,794.25
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$ 63,788.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$ 72,103.50
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$ 3,000.00
5	Year 1 Monitoring	\$ 3,866.00
6	Year 2 Monitoring	\$ 3,866.00
7	Year 3 Monitoring	\$ 3,866.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$ 30,794.25
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$ 63,788.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$ 132,536.00
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$ 3,000.00
12	Year 1 Monitoring	\$ 3,866.00
13	Year 2 Monitoring	\$ 3,866.00
14	Year 3 Monitoring	\$ 3,866.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		
Total Base Bid (Items 1 through 14)		\$ 423,000.00

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

FOUR HUNDRED TWENTY THREE THOUSAND Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Environmental Quality Resources, LLC

Bidder - Company Name

2391 Brandermill BLVD, Suite 301, Gambrills, MD 21054

Address



03/20/2024

Signature

Date

Liam O'Meara

President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY December 31, 2025.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
	Design Engineering Survey Permitting	SHANTEC CONSULTING SERVICES INC. 810 GLEN EAGLES COURT, SUITE 300, BALTIMORE, MD 21280-2237 443-632-3050	

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Baltimore City

STATE OF: Maryland

Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Liam O'Meara

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.


(NOTARY PUBLIC)

My Commission Expires: 02-24-2025




Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

03/20/2024

DATE


SIGNATURE

Liam O'Meara

PRINTED

President

TITLE

Environmental Quality Resources, LLC - 2391 Brandermill Blvd, Suite 301, Gambrills, MD 21054

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Environmental Quality Resources, L.L.C.

as Principal, and

Great American Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5%) (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21st day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

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.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

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.

Environmental Quality Resources, L.L.C.


Principal

(L.S.)

Great American Insurance Company

Surety

By:


Christine M. Hickson, Attorney-In-Fact

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 Maryland.

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Christine M. Hickson	5850 Waterloo Road, Suite 240 Columbia, MD 21045	\$100,000,000.00

Principal: Environmental Quality Resources, L.L.C.

Obligee: Town of Easton

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of March, 2024.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 21st day of March, 2024, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

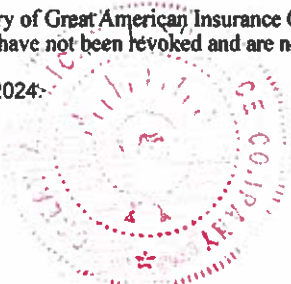
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of March, 2024:



Atty L C. B.

Assistant Secretary

Section 10: Terms and Conditions

Terms and Conditions:

Pricing contingent upon award of all scope items. EQR reserves the right to adjust item pricing in the event that less than full scope is awarded.

- This scope and fee is based on the assumption that both projects will be design, permitted, and constructed at the same time and that neither will advance independent of the other.
- Maintenance of Traffic (MOT) plans/permits or right of access permits are excluded.
- No confined space entry will be required.
- Preparation of easement deeds, plats, and descriptions or ROW investigations are excluded.
- FEMA Submittals and coordination are excluded.
- A standard pump around practice will be considered a sufficient E&SC practice to perform in-stream construction.
- All permit fees will be paid by the Town of Easton
- Team EQR/Stantec will support the permit applications outlined in this Scope of Services, but cannot warrant of guarantee approvals from third party agencies.
- Geotechnical studies will not be necessary and has not included this work under this scope of services.
- It is assumed that the proposed project will not result in the need for wetland, stream, or forest mitigation; therefore, these services are excluded.
- Utility design or relocation services are not included.
- Structural design of any kind is not included.
- Public meetings and presentations for this project are excluded.
- Avian surveys, RTE Phase I, Phase II and Bog Turtle Surveys are not included.
- A Tier II Watershed Report is not anticipated or included.
- Historical/Archeological surveys beyond agency coordination are excluded.
- Preparation of addendums or redline revisions to the plans and specifications has not been included as part of this scope of work.
- An individual permit will not be required. Public notice, adjacent property owner notification, and certified mailings are not included.
- One concurrent on-site agency preapplication meeting will be conducted with MDE and USACE
- Climate Impacts – The deliverables associated with this project are based on data collected and received as well as technical analysis conducted at the time of the services rendered. The Effects of climate change and high intensity storm events continue to become more unpredictable and therefore, Team EQR/Stantec is not responsible for the impacts of such events on the design, construction, or constructed project phases of the project.
- The impact of changes to legislation and changes to Talbot County, Town of Easton, and MDE stormwater and/or erosion and sediment control regulations after this proposal is submitted are excluded.
- Any activities specifically NOT included in this scope of work are excluded.



March 21, 2024

Town of Easton
Engineering Department
14 S. Harrison Street
Easton, MD 21601

Re: Glenwood and West Glenwood Stream Restoration Design-Build for the Town of Easton

Engineering Department:

The Environmental Systems Analysis, Inc. (ESA) and Coastal Construction Services LLC (CCS) Design-Build Team is pleased to submit a proposal for assessment, design, construction, and monitoring services for the Glenwood and West Glenwood stream restoration projects. We have also retained the services of Rauch, Inc. to complete field and as-built surveys. The ESA CCS Design-Build Team has thoroughly reviewed the Town of Easton Request for Proposal (RFP), Glenwood and West Glenwood Stream Restoration Design-Build, Addendums #1 and #2, attended the pre-bid meeting, and will comply with all terms and conditions stated in the referenced documents.

ESA and CCS have performed numerous design-build stream restoration projects together, spanning 13-years and with over 20 projects constructed. Recently, the ESA CCS Team completed final site plan approval, permitting and Critical Areas Commission authorization for the *Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation of Sandy Point State Park, South Beach*. Construction will start in the fall of 2024.

Our detailed technical and cost proposal can be found within the following enclosed approach and bid. The base bid includes design, permitting, construction, and three years of monitoring for the Glenwood and West Glenwood project sites in the RFP. We were unable to meet the \$423K maximum budget because the slope of West Glenwood is steep, has high velocities and shear stresses during storm flows, and would require several stone structures, including riffle weirs and cascades to meet design criteria. In order to meet the \$423K maximum budget, the ESA CCS Design-Build Team recommends completing the design and permitting of both project sites and construction of the West Glenwood for \$423K. The design would be competed in phases to allow for construction of West Glenwood first and construction of Glenwood once additional funds are obtained.

Please call or e-mail me at 301-775-4388 or mburchick@esatoday.com with any questions as we would be most pleased to elaborate on our approach and costing.

Sincerely,

Mark Burchick
ESA Principal / Senior Environmental Scientist
on behalf of ESA CCS Design-Build Team

Enclosures: Glenwood and West Glenwood Stream Restoration Design Proposal

Environmental Systems Analysis, Inc.
2141 Priest Bridge Dr. Suite 1 Crofton, MD 21114
ph 410.267.0495 www.esatoday.com

Glenwood and West Glenwood Stream Restoration Design - Build

March 21, 2024



Overview Photo of the Glenwood Project Site.



Overview Photo of the West Glenwood Project.

Prepared for:
Town of Easton, MD
Engineering Department
14 S. Harrison Street
Easton, MD 21601

Prepared by the Design-Build team of:
Environmental Systems Analysis, Inc.
2141 Priest Bridge Drive
Crofton, MD 21114

Coastal Construction Services, LLC
246 Charita Way
Severna Park, MD 21146



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APPENDICES

Appendix A: Key Staff Resumes

Appendix B: Example Projects and References

Appendix C: Concept Sketches

Appendix D: Proposed Project Schedule

Appendix E: Completed and Signed Proposal Form

Appendix F: Fully Executed Affidavits 1 and 2

1.0 EXPERIENCE AND COMMUNICATION

Environmental Systems Analysis, Inc. (ESA) is a women-owned small business that has provided natural resource management and ecological restoration services in the mid-Atlantic region since 1989. ESA provides a wide range of environmental consulting services, including watershed and site assessments, water quality monitoring, wetland delineation, permitting, natural resource management planning, mitigation, stream restoration, shoreline restoration, wildlife studies, construction management, and erosion and sediment control (ESC) inspection services.

Our team works closely together to provide our clients with innovative and cost-effective projects and solutions. We are prepared to mobilize and respond quickly to client requests and project needs. We have a strong record of performance serving private, non-profit, and government clients, including the U.S. Navy, U.S. Army, Maryland State Highway Administration (SHA), Maryland-National Capital Park and Planning Commission (M-NCPPC), Anne Arundel County, Baltimore County, Calvert County, the cities of Annapolis, Greenbelt, and Rockville, Fairfax County Park Authority, Arlington County, and Pennsylvania Department of Military and Veteran Affairs.

ESA has prepared hundreds of thousands of linear feet of stream restoration designs for freshwater and tidal streams in coastal plain and Piedmont regions. ESA's stream restoration services include fluvial geomorphology studies, natural channel design, stream valley restoration, analytical design, regenerative step pool storm conveyance (SPSC), legacy sediment removal, outfall repair, and bioengineering. We provide related services such as NDPES/MS4 permit/TMDL loadings and credit determination, wetland delineation, functional uplift assessment, avoidance, and minimization, permitting, construction management and performance monitoring. ESA collaborates closely with the contractors throughout the construction process to ensure that the stream design was constructed according to the plans and any issues were resolved quickly.

Coastal Construction Services, LLC (CCS) is a full service Navy veteran owned environmental construction company specializing in stream restoration, wetland creation/mitigation, shoreline re-establishment and stormwater management installation. CCS has over 32 years of experience in construction and construction management with a focus on ecological and environmental construction in Maryland since 2012. Our years of experience, and knowledge of local regulatory agencies and personnel, help us deliver projects on-time and on-budget. CCS is a Maryland Licensed Marine Contractor, License No. 330(E). CCS has worked with ESA on several projects, providing stream restoration, shoreline stabilization, and wetland creation services to NAVFAC and land development clients.

The **Environmental Systems Analysis, Inc. (ESA)** and **Coastal Construction Services, LLC (CCS)** **Design-Build Team** have over 13 years of experience working together to design and construct successful stream restoration projects throughout Maryland and Virginia. Prior to design, the ESA CCS Team ensures that all permissions have been received from property owners where stream restoration or access needed for stream restoration is proposed. We have held public meetings to review proposed designs and answer questions from property owners or other stakeholders. Property owners are notified in advance of accessing their properties for stream assessment, surveys, or construction work. Effective communication with property owners and stakeholders is essential to a project's success. Notice of Intent (NOI) is issued as part of the permitting process.

We collaborate throughout the concept, draft, final design stages to ensure that our stream restoration designs are constructable and within budget. Rauch Engineering will join our team for survey services to include an existing conditions survey to be completed early in the design phases and an as-built survey to be completed immediately following construction. The ESA CCS Team has worked with Rauch on several stream restoration projects. The ESA CCS Team has a proven track record of successfully completing multiple environmental construction projects, including projects at Naval Academy, Webster Field Annex, Naval Surface Warfare Center Indian Head Division, and Naval Air Station Patuxent River. The ESA CCS Team has selected key staff with the relevant experience and successful past performance of prior Design-Build services. Resumes are provided in **Appendix A** and example projects and references are provided in **Appendix B**.

2.0 DESIGN NARRATIVE

2.1 Background

The Glenwood and West Glenwood proposed stream restoration projects are located in the Town of Easton, Talbot County, Maryland. Glenwood (Reach 1) is located to the South of Easton Elementary School and is bordered by Glenwood Avenue to the southeast and an MD State Highway Administration Right-of-Way to the northwest. West Glenwood (Reach 2) begins near the intersection of Wayman Avenue and Flood Avenue and ends at the Tred Avon River which is a tributary to the Choptank River. Both streams drain to the Tred Avon, which is within the Lower Choptank watershed, MDE 8-digit watershed number 02130403 and Federal Watershed HUC11, 02060005220. Desktop assessments shows that there are Freshwater Emergent Wetland Freshwater Forested/Shrub at the Glenwood project site (National Wetlands Inventory) and tidal wetlands near the Tred Avon River at the West Glenwood project site (MD DNR, MERLIN). Both streams are located within the Critical Area Intensely Developed Area (IDA) and will require approval of the Critical Area Commission. The proposed reaches are Maryland Designated Use Class I: Water Contact Recreation, and Protection of Nontidal Warmwater Aquatic Life.

2.2 Goals and Objectives

The design objectives are to use natural stream design techniques to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and to enhance riparian habitat with native species.

2.3 Stream Assessment

The ESA CCS Design-Build Team completed preliminary desktop and field assessments that were needed to prepare the conceptual design and cost estimates. Upon contract award, our design team will expand upon the data that has been collected to date and is summarized as follows.

Prior to conducting the geomorphic assessment, the ESA CCS Design-Build Team will collect additional data for a final desktop review. Project review requests will be submitted to Maryland Department of Natural Resources (MD DNR) and Maryland Historic Trust (MHT) to assess if rare, threatened, or endangered species as well as cultural resources are known to occur within the project. The MD DNR Aquatic Resources Pre-Screening tool will be reviewed for potential impacts and time of year restrictions. Wetland delineations will be performed to identify wetland types and boundaries.

A geomorphic assessment will be conducted to obtain existing conditions data on bankfull discharge, channel dimension, channel stability, and bed material. Data collection and analysis methodologies will be based on the Levels I through III described in *Applied Fluvial Morphology* (Rosgen, 1996) and *Watershed Assessment of River Stability and Sediment Supply (WARSSS)* (Rosgen, 2006). Data will be collected and analyzed using RiverMorph® to determine geomorphic parameters, Rosgen classification, vertical and lateral stability, and sediment supply/entrainment. Coastal plain regional curve relationships will be used to verify field indicators. HEC-RAS will be used to predict water surface elevations, channel velocities, and shear stresses.

The Bank Assessment for Non-Point Source Consequences of Sediment (BANCS) method will be used to calculate sediment loading from the project area and to estimate sediment and nutrient reduction credits as described by the Consensus Recommendations for Improving the *Application of the Prevented Sediment Protocol for Urban Stream Restoration Projects Built for Pollutant Removal* (Atland et al., 2020). The Equivalent Impervious Area (EIA) for each reach described in *Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated* (MDE, 2020) will be determined based on pollutant load reductions and impervious area within the drainage area.

A function-based rapid stream assessment will be conducted using the USFWS Final Draft Function-Based Rapid Stream Assessment Methodology (Starr, et al. 2015) to assess the current condition of the site and to compare results to conditions that would be achieved through proposed stream restoration designs. Results of the stream assessment, TMDL credits, HEC-RAS models, and design narrative will be included in the design report. Additionally, the projects will be entered into Field Doc (<https://www.fielddoc.org/>).

2.4 Proposed Design

GISHydro was used to determine watershed characteristics for the Glenwood project site, including the drainage area which is approximately 0.13 square miles with 54.2 percent impervious surface (GISHydro May, 2022). The stream slope is 0.0045 ft/ft slope. For the Glenwood project site, stream restoration is proposed for 310 linear feet beginning at the Glenwood Avenue culvert. The project will primarily occur on 503 Glenwood Avenue and the Board of Education of Talbot County properties, with minimal grading on the 505 Glenwood Avenue property. The stream centerline will be shifted away from the residential properties. The right bank facing downstream will be graded to allow the stream to connect to its floodplain. Coarse woody debris will be incorporated into the floodplain and channel. The existing rip rap along the left bank and trees removed to relocate the channel will be used to provide channel protection. Willow stakes will be installed along the toe of slope to provide habitat, vegetation coverage, and bank stabilization.

GIS data was used to determine watershed characteristics for the West Glenwood project site as this stream does not appear in GISHydro. West Glenwood has a drainage area of 0.008 square miles with 62.10 percent impervious surface. The stream slope is 0.048 ft/ft. For the West Glenwood project site, stream restoration is proposed for 290 linear feet beginning at the West Glenwood Avenue culvert. The project is located entirely on Municipal Public Works Town Of Easton Property. The proposed channel alignment will follow the existing channel with the exception of where it will be shifted slightly to avoid existing asphalt path. A Step Pool Stormwater Conveyance Systems (SPSC), consisting of riffle weirs and pools, is proposed to provide local lifting of the channel invert to increase access to the floodplain during storm flows and to enhance riffle habitat. The proposed riffle weirs will provide grade control and raise the

existing invert to re-establish connection with a low bank which will reduce the level of incision and entrenchment. Pools will be created in the voids between the riffle weirs. The riffle weirs will be installed at approximately every foot decrease in elevation to protect the channel invert and minimize the chances of headcuts. The riffle weirs consist of Class I, Class II, and Class III stone, and stream bed material (sand, gravel, and cobble). The proposed cut from installing these structures will be used to help balance the fill needed in the other reaches and lower construction costs. Three cascades are proposed to achieve the desired elevations. The cascades will be primarily constructed of Class III stone due to the higher velocities and shear stresses that are associated with these structures. Pools located downstream of the cascades will dissipate energy. The fence will be removed.

For both sites, plantings and stabilization materials will be selected to withstand the bankfull shear stress, as well as the 2-, 10-, and 100-year storms. The entire limit of disturbance (LOD) will be stabilized and planted with native vegetation. Coconut fiber soil stabilization matting, BioD-Mat® 70, which has a permissible shear stress of 4.5 lbs/ft² and a permissible velocity of 12 ft/s, will be installed on graded stream banks to provide protection while seed and native plantings become established. Concept sketches are provided in **Appendix C**. Preliminary design discharges and channel dimensions are provided on the concept plans.

2.5 Potential Risk

Potential risks that may affect cost, schedule, or project success include delays in obtaining landowner permission, unknown utilities and environmental features, and delays in obtaining environmental and erosion and sediment control permits.

2.6 Avoidance and Minimization of Risk

The ESA CCS Design-Build Team has established several checks and balances throughout the design process to minimize risk related to costs, schedule, and project success. The ESA CCS Design-Build Team performed a preliminary avoidance and minimization analysis to document all existing natural resources and selected a stream restoration design that minimizes impacts to these resources. Two stream restoration design approaches were evaluated for each site. The first approach was Priority 1 channel relocation, which involves the creation of a new channel within the floodplain, and the abandonment of the existing channel. This approach was preferred for the Glenwood project site as this site has a relatively flat slope and is stable immediately downstream. This channel has lateral instability in the form of bank erosion, but not vertical instability and grade control is not needed. The installation of cascades and riffle weirs within the existing channel to minimize grading and tree loss was preferred for the West Glenwood project site as this channel is much steeper and has lateral and vertical instabilities, in which bank protection and grade control are needed. The channel will be relocated minimally to avoid infrastructure.

The proposed Limit of Disturbance (LOD) will provide for efficient construction (i.e., enough area for staging/stockpiling, erosion and sediment control practices and devices, haul roads/movement corridors, and tie-out of all proposed grades), while protecting and avoiding trees, wetlands, structures, and other sensitive features. The cost estimate provided in **Appendix E** reflects all costs associated with the design and build of the Glenwood and West Glenwood project sites.

Upon contract award, we will perform a field-run survey that will include the locations of all trees 12 inches in diameter and larger, 1 foot topography, and infrastructure to verify existing conditions and finalize the

avoidance and minimization study prior to developing the Draft Design. A wetland delineation will be conducted prior to design development. Trees and wetland boundaries will be verified in the field to avoid to the fullest extent possible.

The ESA CCS Design-Build Team will work with the Town of Easton on obtaining landowner approvals. Meetings will be held onsite with stakeholders, including regulatory agencies, to address any concerns early in the design process.

2.7 Invasive Plant Management

The ESA CCS Design-Build Team will manage invasives through construction. ESA has a certified pesticide applicator, Jim Crumrine, on staff that will perform these services. Jim has over 30 years of experience as an environmental technician in which his duties include plant identification, wetland delineation, forest stand delineation, and stream geomorphic assessments. His field skills and experience ensure that only invasive species are targeted with herbicide. Roundup Custom is the preferred herbicide and is formulated to be used within both wetlands and upland conditions.

2.8 Monitoring

The ESA CCS Design-Build Team will conduct three years of monitoring to include visual inspection of the stream, cross section surveys, slope measurements, photo documentation, and monitoring reports. Monitoring is proposed to be conducted in post-construction years 1, 3, and 5. Annual monitoring reports will be submitted in October of the monitoring year.

3.0 DELIVERABLES AND SCHEDULE

Design-Build deliverables include an existing conditions field survey, design report, design plans (concept, preliminary, and final), permits and approvals, construction cost schedule of values, full construction services, as-built survey, and three years of monitoring with annual monitoring reports. A schedule that outlines all tasks and deliverables is in **Appendix D**. Completed and signed proposal forms including costs are in **Appendix E**. Fully executed Affidavits 1 and 2 and the Bid Bond are in **Appendix F**.

Appendix A:
Key Staff Resumes

Amy Hennessey

Principal / Senior Environmental Scientist

Role: Stream Restoration Design



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Education

BS/1997/Biology/University of Maryland
at College Park
MS/2001/Environmental Science
Johns Hopkins University

Registrations/Certifications

2006/Wildland Hydrology/Applied Fluvial
Geomorphology/Wildland Hydrology/River Morphology
and Applications
2007/Wildland Hydrology/River Assessment and
Monitoring
2007/Anne Arundel County Design and Construction of
Coastal Plain Outfalls
2018/State of Maryland Erosion and Sediment
Control/Certification No. RPC011953
2019/Maryland Climate Leadership Academy Courses
2022/Heart Saver First Aid, CPR, AED
2024/Maryland Department of Natural Resources MBSS
Spring Sampling Certificate
2023/Maryland Department of Natural Resources MBSS
Physical Habitat Sampling Certificate
2024/ Maryland Stream Restoration Association Member
Certificate of Boating Safety Education

Years of Experience

With ESA: 23
With Other Firms: 4

Professional Overview:

Ms. Hennessey is a project manager and senior environmental scientist with over 26 years of experience in watershed assessment, tidal and non-tidal water quality monitoring, and the assessment, restoration design, and monitoring of streams. Project management duties include preparing proposals, meeting with clients, developing project schedules, training field crews, coordinating with team members and stakeholders, attending client and regulatory meetings, providing quality control, and ultimately ensuring that projects are completed on time and within budget.

Ms. Hennessey is trained in geomorphic survey methods and uses RIVERMorph® to aid in stream data classification and analyses, GISHydro to assess land uses and watershed, and HEC-RAS to evaluate the hydraulics. Ms. Hennessey compiles and analyzes data for functional uplift assessments and computes sediment load reductions for potential TMDL credit using Bank Assessment of Non-point source Consequences of Sediment (BANCS) methods. She is experienced in evaluating stream potential, developing restoration goals, using the latest techniques to achieve goals, and developing monitoring programs to determine the success of restoration projects. Ms. Hennessey develops stream restoration design plans using Natural Channel Design (NCD) and step pool storm conveyance (SPSC) techniques. She obtains local, state, and federal approvals and permits for projects located throughout the Mid-Atlantic region. She is experienced in watershed analyses to document sources of erosion, sediment,

and pollutants. She develops implementation plans for local jurisdictions to address Stormwater Wasteload Allocations (WLAs) and comply with NPDES MS4 permit and Chesapeake Bay TMDL requirements.

Selected Project Experience:

Naval Air Station Patuxent River (NAS PAX) Gardiner's Run Watershed Stream Restoration, 2019 – 2024. Project Manager / Senior Environmental Scientist. Performed a stream assessment, including EPA RBP and MD DNR MBSS habitat assessments, and developed concept and final design plans for 838 linear feet of stream restoration. Compiled and analyzed data for the functional uplift assessment, computed sediment load reductions for potential TMDL credit using the BANCS methods, and prepared the H&H report, which included HEC-RAS models. The design plans arrested an 8-foot headcut that was migrating using a cascade and a weir pool system that provided water quantity control. Performed construction management services to include contractor supervision and preparing and obtaining approval for redline revisions. The design was prepared in phases to accommodate funding cycles. Phase I was constructed in 2020 and is performing as design. Phase II will be constructed in 2024.

Black Horse Flag Farm (Hickman Farm), ShoreRivers, Kent County, MD, 2021. Project Manager / Senior Environmental Scientist. Completed stream assessment and watershed analysis

for an unnamed tributary to the Chester River. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. This project created 14.8 acres of additional wetlands. Performed H&H modelling to determine existing and design discharges. Sized weir dimensions and selected materials to accommodate the design discharges. Coordinated with USACE, MDE, Kent County, and USDA Natural Resources Conservation Service (NRCS) on permitting and approvals. Prepared plans in accordance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342. Prepared Wetland Restoration 657 report with all submittals.

Bull Branch Watershed Assessment and Plan Development, Patapsco Heritage Greenway, Catonsville, MD, 2022. Project Manager / Senior Environmental Scientist. Provided a watershed-wide approach to identify stormwater treatment Best Management Practices (BMP) and stream restoration opportunities. Identified the degree and extent of problems in the stream corridor. Identified and prioritized stream restoration and BMP retrofit opportunities. Completed geomorphic, functional uplift, and BANCS assessments in stream restoration reaches. Provided quality assurance/quality control for data collection and entry. Prepared report and oversaw the preparation of report graphics. Presented at public meetings.

Cedar Branch Stream Restoration, Baltimore County Dept. of Environmental Protection and Sustainability, Baltimore County, MD, 2014-2022. Senior Environmental Scientist / Construction Inspector. Assisted with Rosgen Levels I-III geomorphic data collection for Cedar Branch stream assessment. Performed construction management services, including prepared inspection reports with photographs. Coordinated with Gannett Fleming (prime design engineer), construction contractor, and Baltimore County.

Naval Research Laboratory, Chesapeake Bay Detachment Stream Restoration, Calvert Count, MD, 2020. Project Manager / Senior Environmental Scientist. Prepared stream restoration plan to restore approximately 1,816 feet of an eroding coastal plain stream. Conducted a Rosgen Levels I through III geomorphic assessment that included surveying channel cross-sections, longitudinal profiles, and particle sampling. Determined bankfull discharge and identified and prioritized restoration areas. Developed a design that used natural stream channel design techniques to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and enhance riparian habitat with native species. Performed functional uplift assessment and avoidance and minimalization analyses. Modeled existing and proposed stream conditions using HEC-RAS and prepared H&H report. Coordinated pre-application and pre-construction meetings. Prepared Joint Permit Application and Notice of Intent. Obtained state and federal permits. Coordinated with contractor to provide oversight during construction.

NSF Carderock Stream Restoration Assessment, Design, Permitting, and Construction Management, Naval Facilities Engineering Command, Montgomery County, MD, 2020. Project Manager / Senior Environmental Scientist. Conducted a Rosgen Levels I through III geomorphic assessment for 2,925 feet of an urban Piedmont stream and prepared a restoration design. Assessment work consisted of surveying channel cross-sections, longitudinal profiles, and particle sampling. Determined bankfull discharge and identified and prioritized restoration areas. Developed a design to improve stream stability, enhance habitat, and improve riparian buffers. Used BANCS to calculate nutrient and sediment reductions achieved by the restoration design. Modeled existing and proposed stream conditions using HEC-RAS and prepared H&H report. Coordinated pre-application meetings and prepared Joint Permit Application. Prepared report that included HEC-RAS models. Obtained state and federal permits. Coordinated with contractor and provided construction management services, such as field adjustments and redline revisions.

LPAX – Russett Community Watershed Planning, Anne Arundel County Watershed Protection & Restoration Program, Laurel, MD, 2019. Senior Environmental Scientist. Conducted rapid watershed and geomorphic assessments to document the condition of 13,500 linear feet of stream channels. Analyzed field-collected data and prepared final report. Identified and prioritized proposed restoration/retrofit project areas.

Clarksburg Village Compensatory Stream Mitigation Design, Montgomery County, MD, Clarksburg Village, LLC, 2017. Project Manager / Senior Environmental Scientist. Conducted a Rosgen Levels I through III geomorphic stream assessment and developed natural channel design for a second-order tributary to Little Seneca Creek, located in the Montgomery County Special Protection Area. Developed design parameters to minimize tree loss and wetland impacts. Prepared final restoration design plans using the NCD approach. Proposed restoration measures included riffle grade control and soil lift bank revetments. Coordinated with engineers and federal, state, and county agencies to obtain permits and approvals.

TMDL Implementation Plan for Bacteria and Targeted Site Biological Monitoring for the 2014 Index Period, Anne Arundel County, MD, Anne Arundel County Department of Public Works, 2016. ESA Project Manager with AECOM. Managed staff for the development of the Bacteria TMDL Implementation Plan for 19 watersheds in Anne Arundel County. Supervised comprehensive literature review, modeling of bacteria loads using Watershed Treatment Model, and cost-benefit analysis to help the County meet their TMDL stormwater waste load allocations as required in the County's NPDES MS4 Permit. Developed project schedules to ensure that all deadlines will be met. Provided quality assurance of field collected data and calculated benthic and habitat metrics to determine stream condition according to the Anne Arundel County.

Brian Wolfe, LA
Landscape Architect
Role: Stream Restoration Design



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Education

MLA/2005/LA/Virginia Tech
BS/1996/Environ. Resources Penn State

Registrations/Certifications

Professional LA, MD License #3752 (2013)
Chesapeake Bay Landscape Professional
Master Watershed Steward
MD E&S Certification No. RPC009554
MD SHA E&S (Yellow Card) 20-189
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 8
With Other Firms: 10

Professional Overview:

Mr. Wolfe is a Registered Landscape Architect with 18 years of experience in the engineering, planning and design industry for both private and public entities. He specializes in designing, developing, and reviewing ecological restoration plans for stream, wetland, and shoreline restoration projects. As a skilled designer, he analyzes data and develops restoration and landscape plans. Mr. Wolfe has been instrumental in several stream and shoreline restoration projects for TMDL and MS4 credits by preparing grading and sediment and erosion control plans, planting plans, and obtaining the necessary permits. He has extensive experience in the use of AutoCAD Civil 3D 2020 drafting software, ArcGIS mapping Software, and Adobe Creative Suites programs. He is also experienced in the preparation of Forest Stand Delineations and Forest Conservation Plans, site layout, grading and landscaping, and the preparation of rezoning and Master Plan application packages. He has worked on several restoration projects for Anne Arundel County DPW, performing numerous work tasks such as collecting field data, reviewing modeling results, and preparing environmental mapping, grading plans, sediment control plans, and planting plans.

Selected Project Experience:

Landscape Architect - Fishing Point Shoreline Stabilization Design, NAS Patuxent River, MD (2018-2020). Fishing Point Shoreline located along the Patuxent River currently consists of approximately 500 feet of cobble beach and an additional 500 feet of shoreline that is exhibiting high rates of erosion with vertical banks, fallen trees, and exposed Pyramat stabilization matting. Prepared design in AutoCAD Civil 3D, which includes reinforcement of the cobble beach and the creation of approximately 0.3 acres of low and high marsh protected by a stone sill and headland protection structure. A sand and cobble mix were designated as the marsh planting media to increase resistance to further erosion. Coastal plantings were placed on slightly steeper slopes behind the marsh to add additional support. Many variables were considered during the design including future sea level rise.

Landscape Architect - Jabez Tributary 3 Stream Restoration, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration, Millersville, MD (2016-Present). Provided stream assessment and design services for the restoration of 2,600 linear feet of stream channel. Performed stream assessment to document geomorphic characteristics. Prepared a concept design to stabilize the channel using valley restoration and regenerative storm conveyance (RSC). Developed the concept into grading plans based on 2-D stream flow modeling results. Prepared the grading plan set including construction details, erosion & sediment control, and planting plans in AutoCAD Civil 3D.

Landscape Architect - Russett Community Stream Restoration, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration, Laurel, MD (2018-Present). Conducted a watershed assessment of the 0.6-acre Russett community watershed, including 13,500 feet of streams, as part of a restoration project for compliance with the county's NPDES permit. The site assessment utilized Stream Corridor Assessment protocols and involved site visits to survey the watershed and identify potential water quality hazards and opportunities. Conducted a Limited Environmental Site Review that involved review of environmental regulatory records and historical aerial photos. Assisted in drafting a preliminary stream restoration design based on field observations and stream modeling. Currently working on schematic design development for regenerative storm conveyance (RSC) and valley restoration.

Landscape Architect - Stream Restoration at Naval Research Laboratory, Naval Facilities Engineering Command, Chesapeake Beach, MD (2017-2020). Performed site assessment and design work for the restoration of 1,800 feet of eroding stream bank. The assessment included longitudinal profile and cross section measurements and the preparation field maps identifying design constraints and opportunities. Performed a TR-55 assessment to determine stormwater flows and developed plans to include the use of riffle / weirs and re-grading techniques to stabilize the stream channel. Prepared the final grading, erosion & sediment

control, and planting plans in AutoCAD Civil 3D. Coordinated with MDE on obtaining final Erosion and Sediment Control approval.

Landscape Architect - Stream Restoration at Naval Support Facility Carderock, Naval Facilities Engineering Command, Carderock, MD (2015-2019). Designed a restoration plan for 2,723 feet of stream. Used AutoCAD Civil 3D to prepare construction plans. The design involved grading the channel to improve flow, and utilizes step pools, cascades, and revetments to address bank erosion. Coordinated with permitting agencies and submitted Joint Permit Application (JPA) to MDE. Obtained state/federal authorizations, including erosion and sediment control plan approval and waterway impact authorization. Prepared construction cost estimate.

Landscape Architect - Croydon Creek / Calvin Park Stream Restoration City of Rockville, Montgomery County, MD (2016-Present). Landscape Architect for a community stream restoration project with potential TMDL credit. Assisted with the field collection of geomorphic stream data including longitudinal profile and cross-sectional measurements. Used AutoCAD to develop design plans for 3,400 feet of stream to include step pool storm conveyance, riffle grade controls, and stream bank stabilization measures. The design involved creating a grading plan that improved flow and incorporated all proposed features while minimizing disturbance to adjacent trees. Cross sections, stream profiles, construction details and erosion and sediment control plans were also prepared, as well as cost estimates.

Landscape Architect - Pine Hill Run Stream Restoration, Design, and Permitting, NAVFAC Washington, NAS Patuxent River, MD (2016-2018). Landscape Architect developed concept and final design plans for 120 linear feet of stream restoration. Used AutoCAD Civil 3D to prepare draft (25%), pre-final (75%), and final (100%) construction plans. The purpose of the design was to arrest an active head-cut. Obtained state/federal authorizations, including erosion and sediment control plan approval and waterway impact authorization.

Landscape Architect - Lakeland Stormwater Outfall Improvements, Anne Arundel County, MD (2015-2022). Prepared an outfall stabilization and stream restoration plan for approximately 1,000 feet of stream. The design involved using a step pool storm conveyance (SPSC) system in combination with cascades to stabilize a degraded stream originating from two existing outfalls. AutoCAD Civil 3D was used to prepare the design iterations, including conceptual, schematic, and final designs. A forest stand delineation was conducted to assess the forest condition and a planting plan was created to replace lost vegetation. Disturbance to the high-quality forest was minimized.

Jim Crumrine

CADD Operator / Natural Resources Technician

Role: Stream Monitoring / Invasive Plant Management



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Education

Wildland Hydrology, River Morphology and Applications Certificate
Wildland Hydrology, Applied Fluvial Geomorphology Certificate
Front Range Community College / CO, Beginning AutoCAD Certificate

Registrations/Certifications

MD DNR MBSS Spring Sampling Certificate
MD DNR MBSS Physical Habitat Sampling Certificate
MD DNR MBSS Fish Crew Leader Certificate
MD/MDE/Erosion and Sediment Control Certificate
MD/MD SHA/Yellow Card No. 20-181
MD/MDA/Pesticide Applicator License No. 32490-90512

Years of Experience

With ESA: 27
With Other Firms: 32

Professional Overview:

Mr. Crumrine is a skilled designer, analysing data and developing restoration and landscape plans. He has extensive experience in the use of AutoCAD Civil 3D 2020 drafting software, ArcGIS mapping Software, and Adobe Creative Suites programs. He is also experienced in the preparation of wetland and forest stand delineations and forest conservation plans, site layout, grading, and landscaping. He has worked on numerous restoration projects, collecting field data, and preparing environmental mapping, grading plans, sediment control plans, and planting plans, plan sets and reports. Jim is ESA's lead surveyor and leads all invasive plant management services, having right-of-way and aquatics certifications.

Selected Project Experience:

Clarksburg Town Center, Elm Street Development, Invasive Species Management, Clarksburg, MD (2018-Present).

Supervisor and Herbicide Applicator. Performs invasive species management including tree and vine cutting, stump application of Garlon 3a, removal, and chipping in a 0.89-acre stormwater management area. Conducts hack and spray, cut and foliar treatments on multiflora rose, bush honeysuckle, Japanese honeysuckle, privet, raspberry, English ivy, wintercreeper and porcelain berry. Supervises plantings of native trees and shrubs.

MDOT MTA Purple Line, Sligo Creek at Wayne Avenue Bridge, Silver Spring, MD (2023-Present).

Fish Crew Leader. Completes fish relocation prior to dewatering activities. Installs metal fencing and posts per details and specifications. Performs double-pass sampling using and following rain events following the latest *MD Biological Stream Survey Sampling Manual Field Protocols*. Documents fish and invasive species.

Cabin Branch Residential, Tri Pointe Homes, Erosion and Sediment Control Inspections, Clarksburg, MD (2018-Present).

Construction Inspector. Prepared weekly erosion and sediment control inspections to ensure that approved E&S devices were installed and working as designed. Prepared reports detailing the site visit, failures, repairs, and recommendations to ensure all sediment was contained within the LOD.

MD SHA Contract No. MO5365187 Intersection Improvements, MD 355 and West Old Baltimore Road, Clarksburg, MD (2020).

Environmental Inspector. Performed stream restoration and erosion and sediment control inspections. Assisted Foreman/Contractor with maintenance of stream flow, in-stream work, channel grading, installation of stream restoration techniques and plantings, and other related services at the direction of the Engineer and Contractor. On-site always during stream construction work and participated in pre- and post-construction coordination meetings and activities. Received 4.0 – 4.5 (average 4.2) scores equal to A, Excellent Rating.

Tivoli Boulevard Con Span Stream Crossing, Poplar Run Residential, Winchester Homes (2017).

Construction Inspector. Conducted on-site construction management services for a stream restoration project associated with the installation of the Bel Pre Creek Road crossing. The project included channel relocation and reconstruction using riffle grade control structures, and required considerable coordination with the contractor, owner, and regulators.

Mark Burchick

Principal / Senior Environmental Scientist

Role: Delineation/Permitting/Construction Management



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Education

BS, 1978, Natural Resources
MS, 1984, Natural Resources
MS, 1991, Natural History

Registrations/Certifications

Qualified Forestry Professional, MD, 1992
FAA Unmanned Aircraft Licensed Pilot
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 24
With Other Firms: 20

Professional Overview:

Mr. Burchick, an expert botanist, specializes in the development and implementation of natural resource management plans and supporting studies and surveys including wetland delineations, natural resource inventories, forest stand delineations, rare plant surveys, stream and watershed assessments, and wildlife and fisheries studies. Mr. Burchick is currently responsible for the management of multi-disciplinary natural resource scientists, support personnel and projects, providing environmental, natural resource management and ecological restoration services to civil engineering, legal, governmental and land development clients.

Selected Project Experience:

Black Horse Flag Farm, Kent County, MD (2020-2021). ESA performed a wetland delineation, stream survey, soil analysis, and hydrologic modelling along an unnamed tributary to the Chester River. ESA then prepared preliminary and final design plans for an agricultural stream valley restoration, desynchronization of flood flow and wetland creation project. The final plan set was used to secure construction bids and all necessary permits and approvals. ESA worked extensively with the client and USDA Natural Resources Conservation Service on the completion of this project, in compliance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. In total, the project resulted in the creation and enhancement of approximately 14.8 acres of additional wetlands.

Hurry Farm, St. Mary's County, MD (2022-2023). Working with the law firm of Marc Cohen and farm landowner, ESA resolved issues related to wetland and wetland buffer encroachment impacts due to the expansion of a farm maintenance yard and outbuildings. This project required ESA to work through the NRCS, Soil Conservation District (SCD) regarding compliance with the Food Securities Act protocols for wetland delineation. ESA worked with SCD to adjust the farm plan, develop an acceptable wetland mitigation plan, and resolve encroachment issues.

Denton and Federalsburg Aquacon, Caroline County, MD (2020-2022). ESA assisted with a feasibility study to evaluate two farms to be considered for salmon aquaculture. Our study parameters

included natural resource inventory, forest stand delineation, critical areas compliance, rare, threatened, and endangered species review, nesting bald eagle survey (time-of-year-restrictions), nontidal and tidal wetlands/waters delineation, submerged aquatic vegetation (SAV) survey, preliminary jurisdictional determination and pre-application meetings with the U.S. Army Corps of Engineers and Maryland Department of the Environment. One of the two farm locations included man-made, public drainage assessment (PDA) swales that are managed/served with regularity to ensure positive drainage. The PDA waters were not considered jurisdictional and required relocation to support the footprint of large buildings necessary for aquaculture. Our deliverable natural resource amenity versus constraints mapping with all applicable buffer setbacks, allowed the design team architects and engineers to improve design to avoid and minimize regulatory impacts.

Holly Beach Farm, Environmental Master Plan, Anne Arundel County, MD, (2021-Present). Project Manager. ESA is responsible for surveying the environmental conditions and developing a stewardship plan for the 300-acre Holly Beach Farm, located in Annapolis, Maryland. The land includes three miles of tidal waterfront and is surrounded by the Chesapeake Bay proper, Whitehall Bay and Meredith Creek. A conservation easement encumbers the property and guides the environmental conditions study and stewardship plan. The stewardship plan includes: a description of the conservation easement encumbrances and mission; natural resources inventory, forest stand delineation, specimen tree survey; a map and description of natural community types; non-tidal and tidal wetland delineation and classification; rare, threatened, and endangered plant and animal species survey; spring ephemeral wildflower survey; invasive plant species survey, restoration prioritization and management approach; vernal and permanent pool retrofit; tidal shoreline survey, restoration prioritization, design options and permitting; an updated Farm Plan recorded with the County Soil Conservation District

Timber stand improvements, invasive plant management, roadway and drainage improvements and meadow creation projects are presently underway. The farm has a 9.17-acre freshwater pond located at Hackett Point, which until now, has no baseline of information. ESA has performed a bathymetric survey mapping the depth of the pond. Water quality analytics have included, salinity, dissolved oxygen, temperature, with

comparisons to the adjacent tidal waters. A creel survey was performed to describe fisheries of the freshwater system. Underwater soil borings were performed to document the presence/absence of a clay liner within the pond. ESA is presently managing two contracting teams that are removing large aggregates of non-native plants including wisteria, bushkiller, privet, autumn olive, scabrida bamboo, Phragmites and English ivy. The ESA environmental conditions report will include identification of natural resource threats, concerns, and hazards, and prioritizing on-going research and management operations.

Sandy Point State Park, South Beach, Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation, Anne Arundel County, MD (2021-Present). Project Manager. ESA is part of a design team currently preparing an Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation for the 32-acre, South Beach portion of Sandy Point State Park, located in Annapolis, Maryland. Project funding for the design/build comes through a National Park Service grant to the Chesapeake Conservancy and Maryland Park Service, Department of Natural Resources. ESA performed a series of field studies to develop an understanding of amenities versus constraints for site development, including a natural resources inventory, forest stand delineation, specimen tree survey, tidal and non-tidal wetland delineation and classification, natural community types, natural history observations, and an outline of regulatory permit requirements. Work includes the design for beach enhancement, primary dune restoration, wetland creation and restoration, pollinator meadow establishment, tree and forest planting, bay-scaping, trail construction and outdoor education interpretive themes. ESA evaluated the stability of the existing shoreline protection on site, reviewed historical shoreline maps and rates of erosion on Maryland Coastal Atlas. Reviewed littoral drift maps, assessed nearshore conditions including substrate, water depth, fetch, wave environment.

Frederick Douglass Park on the Tuckahoe and Moore Nature Preserve, Master Plan and Interpretation Plan, Talbot County Department of Recreation, Parks, and Tourism, (2019-Present). Project Manager. Conducted natural resources inventory of the 107-acre park, RTE environmental review, forest stand characterization, wetlands/waters delineation and classification, natural resource interpretive themes, pollinator meadow design, trail layout including fresh tidal waterfront access, kayak/canoe launch, guided boat tour for design team, boardwalk, pedestrian bridge crossings and wetland permitting.

Cosca Regional Park Master Plan Studies and Natural Resources Inventory, M-NCPPC, Prince George's County, MD (2019-2021). Project Manager. Managed a comprehensive NRI, FSD, specimen tree inventory and RTE species survey for the 800-acre Cosca Regional Park, located in Clinton, MD. Created mapping overlays included property boundary, 2-foot contours, steep slopes, soil descriptions, roads and authorized park trails, forest stand types and their data stations, 100-year floodplain, wetlands/waters

classification, and wetland buffers, wetland of special state concern, forest interior and locations of RTE plant species.

Chapel Point Park, Design Services Renovation Project, Charles County Department of Recreation and Parks, Charles County, MD (2019-2021). Project Manager. Conducted environmental studies for a 57-acre waterfront County lease within the 600-acre State Park. Tasks included natural resource inventory, RTE environmental review, forest stand delineation, specimen tree survey, wetland delineation and classification, regulatory permitting consultation, trail alignment options, interpretive themes, and design of a formal boat launch.

Neabsco Creek Boardwalk Design, Potomac Heritage National Scenic Trail, Prince William County, VA, (2013-2020). Project Manager. Managed wetland delineation, wetland permitting, determination of tidal and non-tidal boundaries, mapped SAV survey, RTE survey, trail, and boardwalk layout design, developed interpretive themes and designs, park interpretive signage, public hearings, canoe launch design, botany survey, photography used for development of written guides, and guided tours for stakeholders.

Historic Mount Vernon Slope Restoration, Fairfax County, VA, (2017-2019). Project Manager. Managed a three-million-dollar slope restoration of the Mansion grounds overlooking the Potomac River. This project involved forestry mower cutting of steep, marine clay soil slopes, slope drainage improvements, removal of emerald ash borer damaged and dead green ash trees, non-native invasive plant treatment, extensive soil remediation, soil enhancements, on-site created soil mixes, removal of spoil soil, regrading and compaction in lifts, wetland delineation, forest stand delineation, specimen tree survey, tagging and GPS field location, arboriculture treatments, permitting, stabilization seeding, sodding, tree planting and meadow enhancements.

Lexington Manor Passive Park, Concept Plan, Metropolitan Planning Organization, St. Mary's County (2018-2019). Project Manager. Performed natural resource inventory and specimen tree survey, tagging and GPS field location for an 85-acre parkland tract. A series of mapping overlays included steep slopes, soil types, floodplain, forest stand delineation, wetland/waters classification was prepared. A detailed report included numerous natural resource management plan recommendations, park management strategies, trail alignment options and interpretive themes.

Watkins Regional Park, Master Plan Studies, and Natural Resources Inventory, M-NCPPC, Prince George's County, MD (2016-2018). Project Manager. Performed comprehensive NRI/FSD, specimen tree inventory, rare species survey, wetlands/waters delineation for 839-acre Watkins Regional Park, with reports and management recommendations.

Molly Ratz

Principal / Senior Environmental Scientist

Role: Stream Restoration Design



esa

NATURAL RESOURCE MANAGEMENT
ECOLOGICAL RESTORATION

Education

BS, 1999, Environmental Science

MS, 2006, Environmental Engineering
& Science

Registrations/Certifications

Qualified Forestry Professional, MD DNR

Rosgen Levels I-IV

Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 23

With Other Firms: 01

Professional Overview:

Ms. Ratz is an Environmental Engineer/Scientist with over 23 years of experience in stream geomorphic assessments, restoration design, green infrastructure design, and monitoring. She currently manages teams of technical staff for stream, stormwater BMP, and wetland restoration projects, which involve site assessment, field data collection, stream geomorphic assessments, design computations, and development of restoration designs and construction documents. She has extensive experience in watershed assessment, hydrologic analysis, stream geomorphic classification, channel hydraulics, and bank erosion analysis. She is experienced in the use of hydrologic modelling programs such as TR-55 to determine time of concentration, runoff curve numbers, and discharges. Ms. Ratz has over 15 years of experience in preparing stream restoration and BMP designs using several design approaches, including natural channel design, valley restoration, and regenerative step-pool conveyance. Her design plan experience includes preparation of grading plans (plan-view, cross-section, profile), typical dimensions and sections, details, specifications, erosion and sediment control plans, and planting plans.

Selected Project Experience:

Russett Community Watershed Planning and Stream Restoration Design, Laurel, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager/Designer. Conducted watershed assessment of the 363-acre Russett community watershed, including 12,000 feet of streams. Performed rapid stream assessment that documented geomorphic characteristics, BANCS assessment, and specific problems. Identified and prioritized potential stream restoration reaches and developed restoration concepts. Calculated pollutant load reductions. Assessment included existing stormwater management ponds and evaluated potential for retrofit. Prepared report with the assessment findings. In the design phase managed tasks for H&H modelling and wetland and forest delineations. Prepared restoration design for approximately 4,000 feet of stream using the regenerative step pool conveyance (RSC) and floodplain restoration techniques.

Quiet Waters Park Stream Restoration, Annapolis, MD, Arundel Rivers Federation. Senior Environmental Scientist for 1,000 feet of floodplain restoration/zero order channel and floodplain restoration in Quiet Waters Park. Oversaw field data collection and stream assessment, wetland delineation, and forest stand delineation/forest characterization. Assisted with preparation of engineer's cost estimate. Prepared planting plan and addressed grading permit comments and Critical Area requirements. Obtained state/federal permit authorizations.

Annapolis Harbour Center Stream Restoration, Annapolis, MD, Arundel Rivers Federation. Project Manager/Senior Environmental Scientist. Conducted a geomorphic stream assessment and prepared storm drain outfall retrofit design and stream restoration for approximately 2,000 feet of unnamed tributaries of Church Creek. Delineated wetlands, developed final stream restoration design plans, prepared a cost estimate, calculated pollutant reductions and impervious area treatment for MS4/TMDL credits, and prepared application for and obtained state/federal permits and MD SHA approval. Performed construction management services, which included red-line revisions, attended pre-construction meeting, monitored erosion/sediment control measures, and inspected constructed riffles. Project won a BUBBA award.

Cedar Branch Stream Restoration, Baltimore County, MD, Baltimore County Dept. of Environmental Protection and Sustainability. Senior Environmental Scientist. Performed a geomorphic stream assessment and developed a stream restoration design for approximately 5,400 feet of Cedar Branch, a perennial tributary stream of the Patapsco River. Assessment work consisted of Rosgen Levels I-III assessment, which included longitudinal profile and stream channel cross-section surveys, pebble counts, bulk sediment samples, bankfull determination, and BANCS assessment. Conducted forest stand delineation and wetland delineation. Used the natural channel design (NCD) approach to design proposed restoration structures, such as step pools, riffle grade control, and natural bank stabilization treatments. Calculated pollutant load reductions, developed typical details and special provisions, prepared planting plan for the riparian buffer, wrote sections of design report, and obtained state/federal permits for impacts to Waters of the U.S. Conducted monitoring tasks for the completed stream restoration for Corps permit compliance.

Lakeland Road Stormwater Outfall Improvements, Severna Park, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager for RSC (regenerative step pool) design to retrofit eroding upland channels below two storm drain outfalls. The project restores 695 feet of channel to provide water quality improvements in support of the County's MS4 permit and the Chesapeake Bay TMDL waste load allocation goals. Developed final restoration design plans and prepared report to document the existing conditions and the design rationale and computations. Oversaw preparation of planting plan to satisfy Critical Area planting requirements. Obtained state/federal authorizations, Critical Area Commission approval, and roadside tree permit. Prepared grading permit application and calculated pollutant load reductions for TMDL credit and impervious area treatment credits.

Molls Cove Stream Restoration and Bioretention, St. Mary's County, MD, Naval Air Station Patuxent River, Webster Field, Naval Facilities Engineering Command. Project Manager. Assessed and prepared restoration designs for two eroding intermittent channels that drain to Molls Cove. Prepared design for adjacent bioretention cell that drains to the stream. The design plan included grading, erosion and sediment control, and planting plans to restore 764 feet of streams using the Regenerative Step Pool Storm Conveyance (RSC) technique. Used SPSC design guidelines and design calculator Excel spreadsheet to develop proposed channel dimensions and material specifications. Prepared a wetland and waterway permit application and obtained state and federal authorizations for the project, including nontidal and tidal authorizations and sediment control approval.

Severn Run Public Pond 834 Retrofit, Severn, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager/Designer for SPSC design to retrofit an existing stormwater pond with SPSC to provide water quality improvement. Design work included use of the SPSC design calculator, SPSC design and planting plan development, cost estimate, and review of HEC-RAS modelling data. Other tasks included wetland delineation, downstream channel assessment, pollutant reductions and impervious area treatment calculations for TMDL and NPDES requirements, design report production, and permit application preparation.

Annapolis Corporate Park Watershed Assessment and Stream Restoration Design, Anne Arundel County, MD, St. John Properties. Project Manager / Senior Environmental Scientist. Conducted geomorphic stream assessment, which included characterization of stream flow, longitudinal profile and stream channel cross-section surveys, pebble counts, bankfull determination, and BANCS assessment. Documented stream characteristics, including incision ratio, presence of head cuts, and made overall lateral and vertical stability conclusions. Identified and categorized restoration opportunities, including potential stormwater management retrofit and habitat restoration projects. Prepared a report with the assessment findings. Developed a concept plan and final construction documents for approximately

660 feet of stream restoration that featured a variation of a RSC system, which involved the placement of riffle weir structures within the entrenched stream.

Lakeland Road Stormwater Outfall Improvements, Severna Park, MD, Anne Arundel County DPW, Bureau of Watershed Protection & Restoration. Project Manager for RSC (regenerative step pool) design to retrofit eroding upland channels below two storm drain outfalls. The project restores 695 feet of channel to provide water quality improvements in support of the County's MS4 permit and the Chesapeake Bay TMDL waste load allocation goals. Developed final restoration design plans and prepared report to document the existing conditions and the design rationale and computations. Oversaw preparation of planting plan to satisfy Critical Area planting requirements. Obtained state/federal authorizations, Critical Area Commission approval, and roadside tree permit. Prepared grading permit application and calculated pollutant load reductions for TMDL credit and impervious area treatment credits.

Bull Branch Watershed Assessment and Plan Development, Catonsville, MD, Patapsco Heritage Greenway. Senior Environmental Scientist conducted watershed assessment and stream restoration site search in the Patapsco River drainage. Collected field data and assisted with stream assessment. Contributed to concept plans for stormwater BMP retrofits and stream restoration sites. Provided QA/QC of watershed assessment report.

Cabin Branch Wetland and Stream Mitigation, Montgomery County, MD, Cabin Branch Management, LLC. Project Manager. Prepared wetland and stream mitigation design to compensate for permitted waters impacts. The wetland mitigation consisted of design for forested wetland creation, wetland enhancement, riparian forest planting, and invasive plant management. The stream restoration work consisted of designing riffle grade control structures to prevent channel incision. Prepared design plans that included grading, cross-sections, profile, construction details, erosion and sediment control, and planting plans. Worked with MDE to obtain mitigation plan approval and obtained permit authorization for mitigation impacts. Provided on-site construction oversight to help ensure the design was implemented according to the plans and design intent.

Steve Warner

Coastal Construction Services LLC

Role: Construction Manager



Coastal Construction
Services, LLC

Education

BS/1996/Construction Engineering
Arizona State University
2007 LEED AP

Registrations/Certifications

Marine Contractors Licensing Board
Registration No. 330(E)
OSHA 30 Hour Training
State of Maryland Erosion & Sediment Control
Certification # RPC005797
Heart Saver First Aid, CPR, AED

Years of Experience

With ESA: 11
With Other Firms: 20

Professional Overview:

Mr. Warner has extensive technical and field experience in the construction practices associated with stream restoration, wetland creation, stormwater management best management practices (BMP) and shoreline stabilization. He has managed construction for stream restoration projects including the step pool storm conveyance (SPSC) channels. He also has constructed cross-vanes, slope toe reinforcement, revetment structures, channel grade control, and various other restoration techniques. Mr. Warner's shoreline restoration experience includes implementation of sills, breakwaters, armour stone installation, log sill reinforcement, and living shorelines. His stormwater management BMP construction experience includes detention ponds, bio-retention ponds, bio-swales, gravel recharge trench systems, submerged gravel wetlands, sand filter facilities, rain tanks, and the installation of manufactured SWM structures. He has constructed wetlands and has built 2.3 acres of non-tidal wetlands.

Selected Project Experience:

NRL Stream Restoration, NRL Chesapeake Beach, Calvert County, MD (2020) Design build construction project manager/contractor for the restoration of approximately 2,000LF of highly eroded stream channel. Construction techniques included the installation of stone riffle weirs, cascades, bed sills, stone toe reinforcement, log riffle grade control and the culvert installation.

Gardiners Stream Restoration, Pax River NAS, St Mary's County, MD (2020) Design build construction program manager and contractor for restoration of several hundred linear feet of stream channel. Construction methodology included the construction of a step pool conveyance system with cascades, rock bed sills, stone riffle weirs and the installation of clay plugs and liners.

Wetland/Vernal Pool Creation, NSF Indian Head, Charles County, MD (2019) Design/build construction manager for the creation of shallow wetland/vernal pool channel conveyance system.

Methodology included implementation of clay dams/liners, stone grade control, log toe stabilization and wood weirs.

Possum Point Livings Shoreline, USNA, Anne Arundel County MD, (2017) Construction manager and contractor to construct a living shoreline at Possum Point. Techniques utilized included the installation of stone groins, import sand and native shoreline plantings.

Biazzi Scales Stream Restoration, NSF Indian Head, Charles County, MD (2016) Construction project manager/contractor for stream restoration and vernal pool construction. Construction methodology included installing wrapped soil lifts, stone bed sills, stone revetment, riffle weir construction and the installation of clay plugs/liners.

BLDG 459 Stream Restoration, NSF Indian Head, Charles County, MD (2016) Construction project manager/contractor for stream restoration and vernal pool construction. Construction included installing 4 tiers of wrapped soil lifts, stone bed sills, stone revetment, and the installation of clay plugs/liners.

Molls Cove Stream Restoration, PAX Webster Field, Naval Engineering Command (NAVFAC), St. Mary's County, MD (2016). Construction project manager/contractor for stream restoration work on two intermittent tributaries. Construction included installing over 800 feet of Step Pool Storm Conveyance (SPSC), which consisted of pools and riffle weirs, as well as channel bed grade control structures, stream bank grading, and bank toe stabilization. Supervised the implementation of the planting plan, which stabilized the work area with native plantings.

Roach Road Vernal Pool Creation, NAVFAC, Indian Head Main side, Charles County, MD (2016). Construction project manager/development manager for vernal pool and wetlands construction project, which included excavating the proposed wetland to existing groundwater elevation, creating micro-topography, and amending existing soils to accommodate/support

native wetland plantings. Rock grade control was installed to control the water elevation and prevent predatory fish migration. Supervised the implementation of the planting plan, which stabilized the work area with native plantings.

Carr Creek Shoreline Stabilization, USNA, Anne Arundel County, MD (2015). Construction project manager/contractor for shoreline stabilization project, responsible for the successful installation of shoreline restoration measures: double log sills, log toe stabilization, native plantings, and grading work.

Stonegate Estates Stream Restoration Construction, Prince Georges County, MD (2014). Construction project manager/contractor for the restoration of an unnamed intermittent/perennial stream. Construction included the installation of channel bed grade control structures, stream bank revetments, and slope toe log reinforcement. Responsible for grading work to re-align the stream channel and adjust the grade of the stream banks. Supervised the implementation of the planting plan.

Piney Run Stream Restoration Construction, Anne Arundel County, MD (2012). Construction project manager/contractor for restoration work on the perennial Piney Run. Construction included installing several hundred feet of boulder bank revetments, channel bed grade control structures, and stream bank grading and bank toe stabilization. Supervised the implementation of the planting plan.

Post Park Stream Stabilization Repairs, Prince George's County MD (2013). Construction project manager/contractor to repair previous stream stabilization work on approximately 600 feet of intermittent stream. Repair work included extending boulder bank revetments, repairing channel bed grade control structures, and stream channel grading.

METCOM Water Tower #5 Submerged Gravel Wetland Construction, St. Mary's County, MD (2010). Construction project manager/development manager for wetland creation; work included grading the site to establish positive sheet flow to the proposed wetland, excavating dense clay, and installing concrete weirs and piping. Supervised the implementation of the planting plan.

Thompson Property Wetland Creation, St. Mary's County, MD (2009). Construction project manager/development manager for this non-tidal wetlands construction project. Construction included excavating the 1.2-acre proposed wetland area to the existing groundwater elevation, creating micro topography, and amending the existing soils to accommodate/support native wetland plantings.

Appendix B:
Example Projects and References

Environmental Systems Analysis, Inc.

Capability Statement

ENVIRONMENTAL SYSTEMS ANALYSIS, INC.

2141 Priest Bridge Drive, Suite 1, Crofton, MD 21114

Contact: Mark Burchick, Principal

☎ (410) 267-0495

✉ info@esatoday.com

🌐 www.esatoday.com



Unique Entity ID: GJHAGQ541CG3

DUNS: 788790442

Cage Code: 43Z11

Environmental Systems Analysis, Inc. (ESA) has provided natural resources management and ecological restoration assessment and design services in the mid-Atlantic region since 1989. We are an interdisciplinary team of environmental scientists, ecologists, designers, landscape architects, and construction experts who work closely together to offer clients innovative and cost-effective solutions. Our sound and unbiased scientific methods have earned us an outstanding reputation with our clients and federal, state, and local regulators.

Certified Women-Owned

Minority Business

Disadvantage Business

Small Business Enterprise

SERVICES

- | | | |
|--|---|--|
| • Stream & Wetland Restoration Design | • Watershed Studies & Master Plans | • Climate Resiliency |
| • Stormwater Management Retrofit & BMPs | • Critical Area Compliance | • Wetland Delineation |
| • Shoreline Restoration & Coastal Resiliency | • NPDES & MS4 Permit Compliance | • Forest Conservation |
| • Landscape Architecture | • TMDL Credits | • Wildlife Studies |
| • Sediment & Erosion Control | • Fluvial Geomorphology & Functional Uplift | • Rare, Threatened, & Endangered Species |
| • Federal, State, & Local Permitting | • Tidal & Non-tidal Water Quality | • Invasive Species Management |
| • Construction Supervision | • Fisheries & Macroinvertebrates | • NEPA Documents |
| • Independent Environmental Monitor (IEM) | • Submerged Aquatic Vegetation Surveys | • Natural Resource Management Plans |
| | • Performance Monitoring | • Meadow Management |

PROFESSIONAL CERTIFICATIONS AND LICENSES

- | | |
|--|--|
| • Registered Landscape Architects | • Rosgen Levels I-IV River Restoration and Natural Channel Design |
| • Qualified Professionals per the Maryland Forest Conservation Act | • Maryland Department of Agriculture Certified Pesticide Applicator License |
| • Professional Wetland Scientist | • FAA Remote Pilot Certificate for Unmanned Aerial Vehicle (Drone) Operation |
| • Maryland Biological Stream Survey: Spring Sampling | • Heart Saver First Aid, CPR, AED |
| • State of Maryland Erosion and Sediment Control Certification | |

DIFFERENTIATORS

- Designed: 83K+ LF of stream restoration, 20K+ LF of shoreline stabilization, and 100+ acres of wetland restoration with 90+ percent of designs constructed.
- Award Winning Teams: BUBBA award winner for stream restoration design, VA DEQ's Governor's Environmental Excellence Award for trail design.
- Contributors/Members: MD Forest Conservation Technical Manual, Watershed Stewards Academy, MD Stream Restoration Association, Climate Resiliency Advisory Board.

Environmental Systems Analysis, Inc.

Capability Statement

PAST PERFORMANCE

FEDERAL

- Department of Defense
- National Park Service

STATE

- MD State Highway Administration
- PA Department of Military and Veteran Affairs

NGOs

- Alliance for the Chesapeake Bay
- Arundel Rivers Federation
- Chesapeake Bay Foundation

LOCAL

- Cities of Baltimore, Annapolis, Greenbelt, and Rockville
- Baltimore County
- Anne Arundel County
- Fairfax County Park Authority
- Arlington County

NAICS CODES

- 541620 – Environmental Consulting Services
- 115310 – Support Activities for Forestry
- 541320 – Landscape Architectural Services
- 541330 – Engineering Services
- 541690 – Other Scientific & Technical Consulting Services

CERTIFICATIONS



MBE/DBE/SBE
Cert. 18-094



SwaM Cert. 805181
DBE Cert. DBE 05181



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Small Business Cert.
524391-2020-12-SB

LOCAL, SMALL, DISADVANTAGED BUSINESS

- Washington Metropolitan Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT) - SBE/DBE Cert. 2290
- City of Baltimore - WBE Cert. 18-375237
- Montgomery County
- Howard County
- Prince George's County - MBE Cert. 18-13645
- MWAA - LDBE Cert. LD20607281
- WSSC Women-owned



Project Example Photographs: Shoreline Stabilization, Stream Restoration, Pollinator Habitat Restoration

Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



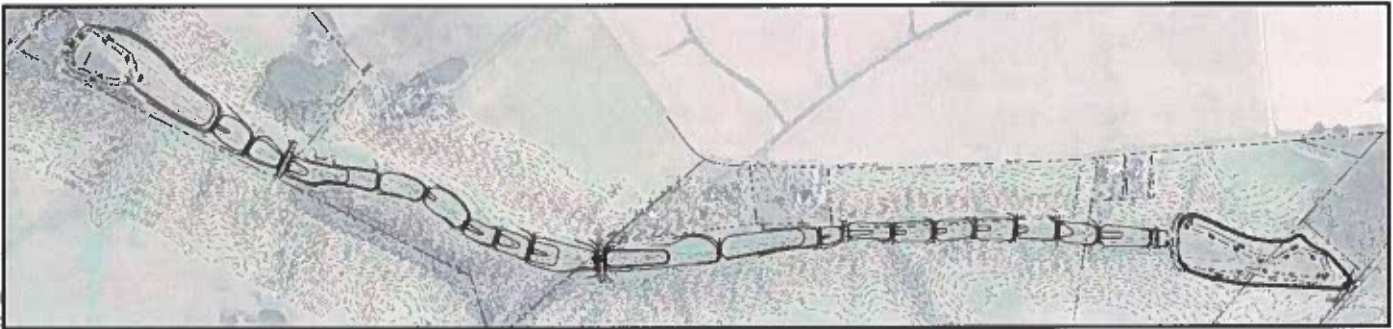
Black Horse Flag Farm, Chestertown, Kent County (2020-2021) **Agricultural Grassed Swale Ecological Restoration, Erosion Control and Functional Uplift**

Client: Josh Thompson
Shore Rivers
114 South Washington Street, Suite 301, Easton, MD 21601
jthompsonrestoration@gmail.com, O: 443-385-0511

Role: Agricultural Best Management Practice (BMP) Design

ESA Budget: \$59,000

Description: ESA performed a wetland delineation, stream survey, soil analysis, and hydrologic modeling along an unnamed tributary to the Chester River in Kent County, MD. Using this assessment data as well as survey data provided by Rauch Inc., ESA then prepared preliminary and final design plans for an agricultural stream valley restoration and wetland creation project, with the intent to provide water quality benefits, promote saturation and storage of water in the valley, and enhance riparian and wetland habitat using native and natural plants and materials. The result was a design that was aesthetically pleasing and economical to construct, that presented minimal maintenance on the part of the landowner and without significant loss of tillable land. The final plan set was used to secure construction bids and all necessary permits and approvals.



The project is located within an unnamed, intermittent tributary to the Chester River that conveys flows across an active agricultural farm in Chestertown, MD. The existing channel was a grassed waterway with areas of minor erosion. Two existing impoundments are located within the channel, one each at the upstream and downstream limits of the property. The project involved grading 5,900 linear feet (1.1-miles) of the existing grass swale and installing a series of clay plug check dams and agricultural crossings to intercept ground and surface water creating a wetland environment. An agri-drain was installed to create a temporary shallow open water pool to attract waterfowl. 1.5 acres of additional riparian buffer was created to connect existing riparian habitat. 640 shrubs, 1500 plugs and native wetland and upland seed mixes were used to permanently stabilize the site and provide food and habitat for wildlife. In total, the project resulted in the creation and enhancement of approximately 14.8 acres of additional wetlands. ESA worked extensively with the client and USDA Natural Resources Conservation Service on the completion of this project, and it is in compliance with NRCS Wetland Restoration Code 657 and Critical Area Planting Code 342.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Bull Branch Watershed Assessment and Plan, Catonsville, Baltimore County (2022)

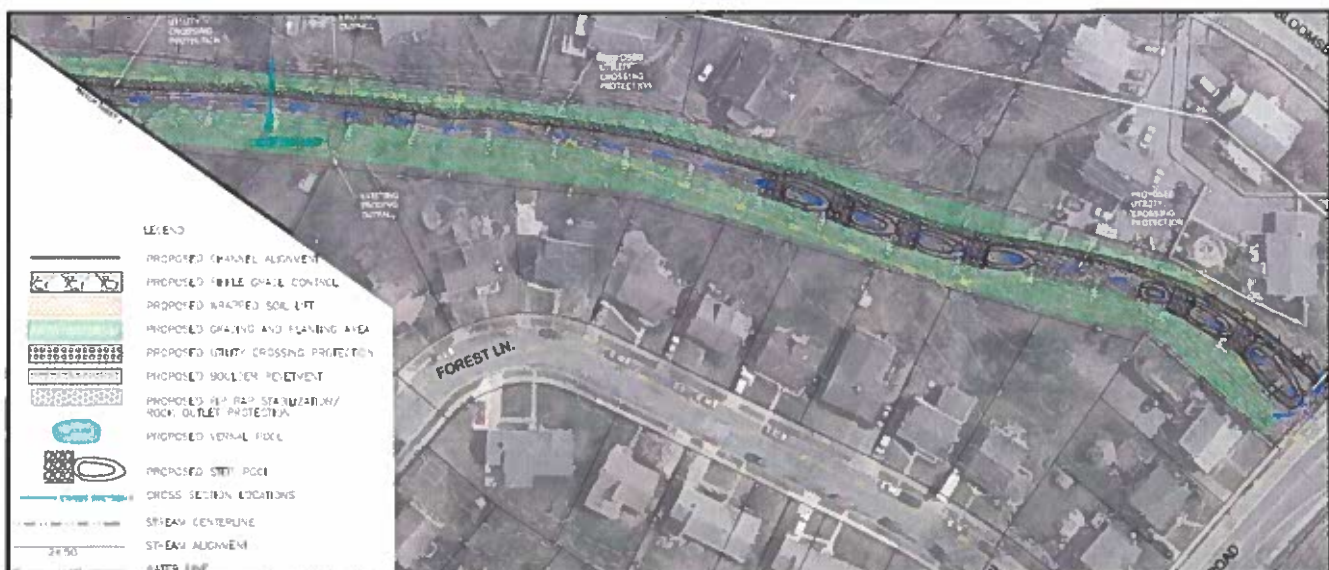
Client: Aaron Shapiro, Executive Director
Patapsco Heritage Greenway
Mailing Address: PO Box 96
Ellicott City, MD 21041
director@patapsco.org, O: 410-696-1328

Role: Prime Contractor, Watershed Assessment and Stream Restoration Concept Plan with Flood Mitigation
ESA Budget: \$115,000

Description: The Bull Branch Watershed, located in Catonsville, Maryland has experienced major flooding during recent years. The headwaters of Bull Branch were developed prior to stormwater management regulations and untreated runoff flows off roads, alleys, parking lots, and roofs directly into the storm drains. Restoring Bull Branch (RBB), consisting of concerned business owners, residents, non-profit groups, and HOAs was created out of concern about flooding issues, deteriorating forests, property loss, and sediment and nutrients entering the streams through bed and bank erosion. The purpose of the Bull Branch Watershed Assessment was to assess available data and identify problems in the watershed.

The Bull Branch Watershed is a highly urban watershed with impervious area cover ranging from 26.50 percent in the lower watershed to 46.5 percent in the upper watershed. Recommendations in the plan included retrofits of the few existing stormwater management (SWM) facilities: adding continuous monitoring and adaptive control (CMAC) technology to an existing facility which can be used to draw down the water level in the pond before large storm events enabling the pond to provide more water storage alleviating some flooding, and constructing a wet extended detention pond where an obsolete SWM pond was located. Alternative Best Management Practices (BMP)s, such as submerged gravel wetland facility, rain gardens, infiltration trenches, and rainwater harvesting were recommended to help capture and treat stormwater throughout the watershed.

A stream corridor assessment was conducted to document problems and identify areas in need of restoration using the methodology from Stream Corridor Assessment Survey (SCA) Protocols (Yetman, 2001). Stream restoration was proposed in the upper and middle watershed. These stream reaches have the most severe erosion and threats to existing infrastructure. Restoration techniques include methods to provide access to the floodplain, slow flow velocities, decrease shear stresses, and reduce bank erosion. It was recommended that retrofit of existing SWM facilities and installation of the proposed new BMP should be completed, prior to or simultaneously, with stream restoration efforts. Two public meetings were held to discuss the objectives and results of the study and to obtain feedback.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Cooper Branch Stream Restoration at Oella Avenue, Catonsville, MD Baltimore County, Department of Environmental Protection and Sustainability (2017-2019)

Teaming with Gannett Fleming, ESA prepared a 36-page plan set to restore the highly degraded Cooper Branch, near its confluence with the Patapsco River in historic Ellicott City. The stream restoration was nearly ½ mile in length and included rock step pools, rock riffle grade control, wrapped soil lifts, the installation of four vernal pools, and extensive planting. ESA and Gannett Fleming went on to provide construction oversight services and the project has been well received by County officials and regulators.

The project was designed and permitted from 2017 and 2018, and then built in 2019. The project ran from Chalfonte Drive and Stonewall Road, downstream to Oella Avenue, and parallel with the paved Trolley Line #9 Trail. 2020 will represent the first full growing season in post-construction. Several large storm events have occurred since construction with no movement of the design. The vernal pools are charged as of the autumn of 2019, and hopefully herps will imprint to the pools.



Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants



Possum Point Shoreline Stabilization Design and Construction Management Naval Support Activity Annapolis, Anne Arundel County, MD (2017)

Client: NAVFAC Washington, PWD Annapolis
Anna Lubetski, Point of Contact
181 Wainwright Road, Annapolis, MD 21402
anna.lubetski@navy.mil, O: 410-293-1029

Role: Tidal Shoreline Stabilization Design

ESA Budget: \$235,000

Total Cost: \$1,650,000

Change Orders: N/A

Description - ESA conducted a shoreline assessment of Possum Point and Mill Creek and prepared shoreline stabilization plans to improve coastal resiliency at NSA Annapolis. ESA also provided construction supervision and post-restoration monitoring services.

Shoreline Assessment - ESA conducted a desktop and on-site assessment to identify erosion and existing conditions of 1.3 miles of shoreline along Possum Point and Mill Creek. We reviewed historical and current aerial photos, Maryland Coastal Atlas, NWI maps, soil surveys, nautical charts, littoral drift maps, as well as SAV and other wetland maps. In the field, we rated erosion severity from low to high for each reach of shoreline.

Living Shoreline and Revetment Design - Once site investigations and data collection were complete, ESA selected cost-effective shoreline stabilization practices to best address each specific erosion problem. Solutions included building a stone revetment over a failing bulkhead and creating a living shoreline. In total, we designed approximately 1,520 feet of shoreline stabilization. This included 435 feet of living shoreline, which consisted of grading slopes, placing sand fill, and installing segmented stone sills and tidal marsh. The stone sills were constructed one foot above mean high water, and *Spartina* was planted behind the sills. Our plans also included 1,085 feet of stone revetment over a failing bulkhead. Part of the revetment was designed to flood during high tide to allow existing tidal marsh to remain. ESA also developed a construction cost estimate of the project.

Wetlands & Permitting - ESA delineated and surveyed tidal wetlands at the project site according to the methodology of the U.S. Army Corps of Engineers (USACE) *Wetlands Delineation Manual* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region*. ESA obtained a MDSPGP-4 Category B wetland permit from the USACE and a wetland license from the Maryland Board of Public Works for impacts to tidal waters. ESA also designed sediment and erosion control plans and obtained plan approval from both the Maryland Department of the Environment (MDE) and Anne Arundel County, as required due to the site's location within the Severn River watershed. ESA obtained a stormwater management waiver and coverage under the NPDES General Permit for Stormwater Associated with Construction Activity from MDE. ESA supervised utility location and obtained a dig permit from the NSA Annapolis Public Works Department.



Construction Supervision and Marsh Monitoring - ESA managed construction stake-out; conducted a pre-construction meeting with NAVFAC Washington, the construction contractor, and the MDE inspector; provided construction supervision; and directed the as-built survey of the project. We also wrote a marsh maintenance plan and filed the certificate of completion as required by the USACE permit. In post-restoration, ESA monitored the success of the project by calculating marsh establishment and verifying erosion control and structural stability. We also prepared a monitoring report for the living shoreline.

Environmental Systems Analysis, Inc. (ESA)
Natural Resource Management & Ecological Restoration Consultants

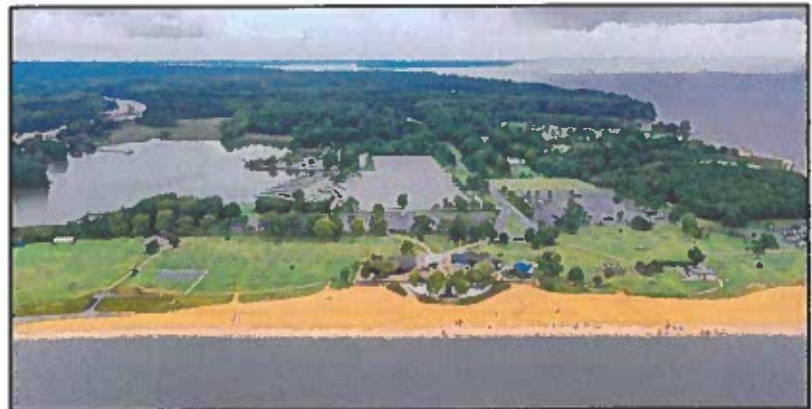
Sandy Point State Park, South Beach, Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation, Anne Arundel County, MD (2021 - Present)



Client: LeeAnne Chandler, Chief of Planning
Maryland Park Service, Department of Natural Resources
580 Taylor Avenue, E-3, Annapolis, MD 21401
leeanne.chandler@maryland.gov O: 410-260-8177 I C: 410-279-0497

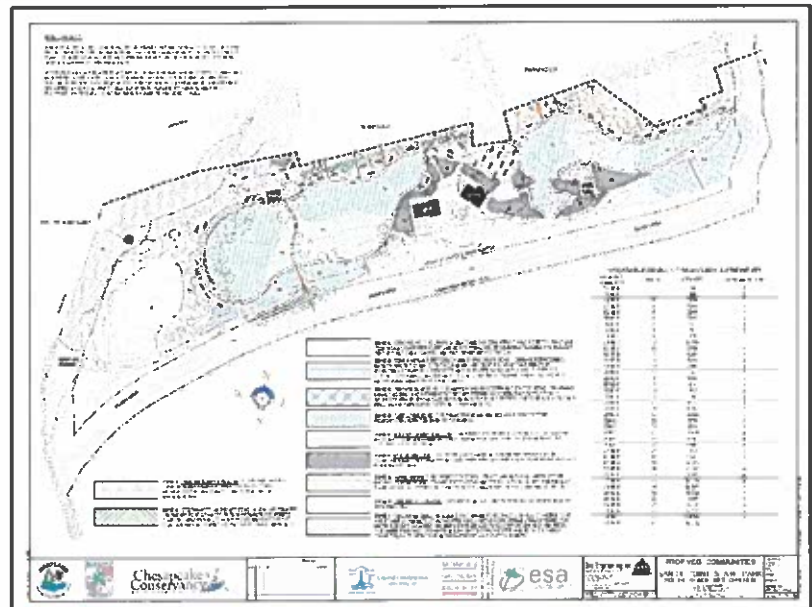
Description: ESA is part of a design team currently preparing an *Ecological Restoration and Waterfront Recreation Enhancement Master Plan and Implementation* for the 32-acre, South Beach portion of Sandy Point State Park, located in Annapolis, Maryland. The team includes Annapolis Landscape Architecture, Bay Engineering and Coastal Construction. Project funding for the design/build comes through a National Park Service grant to the Chesapeake Conservancy and Maryland Park Service, Department of Natural Resources. ESA performed a series of field studies to develop an understanding of amenities versus constraints for site development, including a natural resources inventory, forest stand delineation, specimen tree survey, tidal and non-tidal wetland delineation and classification, natural community types, natural history observations, shoreline movement, and an outline of regulatory permit requirements. Work includes the design for beach enhancement, primary dune restoration, wetland creation and restoration, pollinator meadow establishment, tree and forest planting, bay-scaping, trail construction and outdoor education interpretive themes.

An existing condition's aerial view of the South Beach portion of Sandy Point State Park, which is subject to extremely high visitor use in the summer months. The Chesapeake Bay Bridge is to the left of this photo.



A portion of the plan set that describes proposed ecological restoration and development activities to create and bolster natural communities, promote educational interpretive themes, and enhanced habitat.

The presentation of the 30% design to Park staff, including LeeAnne Chandler and Mary Owens.





**Coastal Construction
Services, LLC.**

Coastal Construction Services, LLC (CCS) Capabilities Statement

CCS is a Maryland Licensed Marine Contractor, License No. 330 (E).

Steve Warner, 443-401-8037, stevenwwarner7@gmail.com

246 Charita Way, Severna Park, MD 21146

Coastal Construction Services, LLC (CCS) is a full-service Navy veteran owned environmental construction company specializing in stream restoration, wetland creation and mitigation, habitat enhancements, shoreline re-establishment, and stormwater management installation. CCS has over 32 years of experience in construction and construction management, with a focus on ecological and environmental construction in Maryland since 2011. Our years of experience, knowledge of local regulatory agencies and personnel, and understanding of Navy protocols help us deliver projects on-time and on-budget.

CCS has worked with Environmental Systems Analysis, Inc. (ESA) on numerous projects, providing stream restoration, shoreline stabilization, and wetland creation services to Naval Facilities Engineering Systems Command, Washington (NAVFAC), commercial and land development clients. Consequently, CCS has a proven track record of successfully completing multiple environmental construction projects.

CCS has provided construction services for the following ESA design/build projects:

- 2011-2012, PR Stream Restoration Group, Piny Run Stream Restoration, \$260K
- 2013-2014, Elm Street Development, Stonegate Estates Stream Restoration, \$90K
- 2013-2016, NSF Indian Head, Stump Neck Annex, Vernal Pool Creation, \$108K
- 2015-2016, U.S. Naval Academy, Carr Creek Shoreline Restoration, \$107K
- 2015-2016, Naval Air Station Patuxent, Webster Field, Molls Cove Stream Restoration, \$380K
- 2015-2017, CEO Lockheed Martin, River View Waterfront Slope Restoration, \$400K
- 2016-2017, NSF Indian Head, Main Side, Scales Vernal Pool Creation, \$80K
- 2017-2018, NSF Indian Head, Main Side, Biazzi Stream Restoration, \$82K
- 2017-2019, NSF Indian Head, Main Side, Building 459 Stream Restoration, \$77K
- 2017-2019, Historic Mount Vernon, Waterfront Slope Restoration, \$565K
- 2017-2020, Naval Research Laboratory Chesapeake Detachment, Stream Restoration, \$799K
- 2018-2020, Naval Air Station Patuxent, Gardiner's Run, Stream Restoration, \$860K
- 2019-2020, NSF Indian Head, Stump Neck Annex, Site #2 Vernal Pool Creation, \$98K
- 2020-2021, NSF Indian Head, Stump Neck Annex, Site #1 Vernal Pool Creation, \$95K
- 2020-2021, NSF Indian Head, Stump Neck Annex, Site #3 Vernal Pool Creation, \$92K



Mount Vernon Slope Stabilization



Building 459 Soil Lifts



Molls Cove Step Pools



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Vernal Pool Creation – Roach Road Site #1 NSF Indian Head, Stump Neck Annex, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head by creating a series of vernal pool habitat at three locations. Roach Road Site #1 included the construction of four vernal pools, Roach Road Site #2 had three pools built and Archer Road Site #3 had one large pool created. All three projects were located within a half mile from one another, and all designs were similar.

The majority of the vernal pools were built in forested upland, ephemeral drainage swales and did not require interagency wetland permitting. These channels flow in response to direct precipitation and occur upslope of intermittent and perennial streams. A series of step pools were designed to capture and hold rain water runoff, producing seasonal pools suitable for amphibian breeding.

Each pool was over-excavated with a six-inch clay liner installed and compacted. A compacted clay, notched weir (dam) was installed for each outlet. Each weir was designed to be low and wide, allow water to pass through a notch in the dam, and was reinforced with buried fabric, class 1 rip-rap and mixed aggregate stone installed on both sides of the glide of the notched weir and toe-log to hold grade. The mixed aggregate stone and sand filled the interstitial void spacing of the larger rip-rap, ensuring that the weir face would have water flow on the surface face of the weir. Pressure treated six-inch by six-inch by 14-foot-long level-lip spreaders were installed at proposed normal pool elevations and anchored with five-eighths inch thick rebar pipe being installed through drilled holes in the weir timber.

All exposed and disturbed ground was seeded with both a temporary stabilization and permanent wetland meadow mix, then covered with erosion control matting and stapled. Large woody debris including brush cover and basking logs were installed into each pool to provide protection and nurse cover.

Wood frog and spring peeper could be heard singing from the newly installed pools. Wood frog, spring peeper, spotted salamander, green frog, and spotted turtle were directly observed, and wood frog and spotted salamander eggs masses were found, all indicators, which denote successful projects!



This photo was taken on February 27, 2021, two days after project completion, where a storm event occurred the night before, filling all four pool basins at Site #1.

The site is presently growing out with the installed temporary stabilization and permanent seed mix. Once herps find and breed at this pool, and are successful, they will imprint for life, with generations of amphibians utilizing this pool system.



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration– Biazzi NSF Indian Head, Main Side, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head by providing stream restoration along 220 linear feet (Biazzi) of perennial stream restoration of unnamed tributaries to Mattawoman Creek.

Our design-build team worked with NAVFAC Washington technical staff to manage the work effort and assure adequate and timely completion of all required services under the scope of the work including organizing and coordination of meetings, complying with all permits and authorizations, implementing approved and permitted designs, planting, and monitoring of approved plant species, and ensuring that all services and deliverables met NAVFAC quality control and safety guidelines.



The existing conditions of the streams included areas of unstable stream geometry. During the planning phase the team completed geomorphic stream assessment and reference reach evaluation to facilitate design. The plan specified the installation of wrapped soil lifts, riffle grade control, and extensive planting.

Before and After Photos.

Native pollinator seed mix and tree planting was installed.





Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration – Building 459 NSF Indian Head, Main Side, Charles County, MD

ESA, Inc. and Coastal Construction Services, LLC performed a design-build project for Naval Facilities Engineering Command (NAVFAC), Naval Support Facility (NSF) Indian Head involving the removal of in-stream blockages and providing perennial stream restoration along 330 linear feet (Building 459), of an unnamed tributary to Mattawoman Creek.

The existing conditions of the perennial stream included areas of unstable stream geometry and severe debris jams inhibiting migratory fish passage. During the planning phase the team completed geomorphic stream assessment and reference reach evaluation to facilitate design. The plan specified the installation of wrapped soil lifts, riffle grade control, the removal of numerous debris jams and extensive planting.

A pump-around allowed the field work to be performed in the dry. Two sections of riffle grade control were installed along the base of the stream channel, designed to hold the channel grade, and protect the soil lifts. The grade control riffle consisted of over-excavating the stream bed, installing fabric, and then a mix of class 1 and 2 rip rap, then intermixed with various sized stone. Sand was then washed into the stone to seal the grade control and bring the stream back up onto the surface. The frontage of the soil lifts were wrapped with a double layer of fabric, on top of a base layer of footer stone, with the lowest soil lift planted with willow live stakes. The site is now considered a highly stable reach of stream.



The project included the construction of in-channel riffle grade control, soil lifts and the creation of an off-line vernal herb pool, which was the remains of a hairpin meander bend, sealed-off in the realignment of the stream.



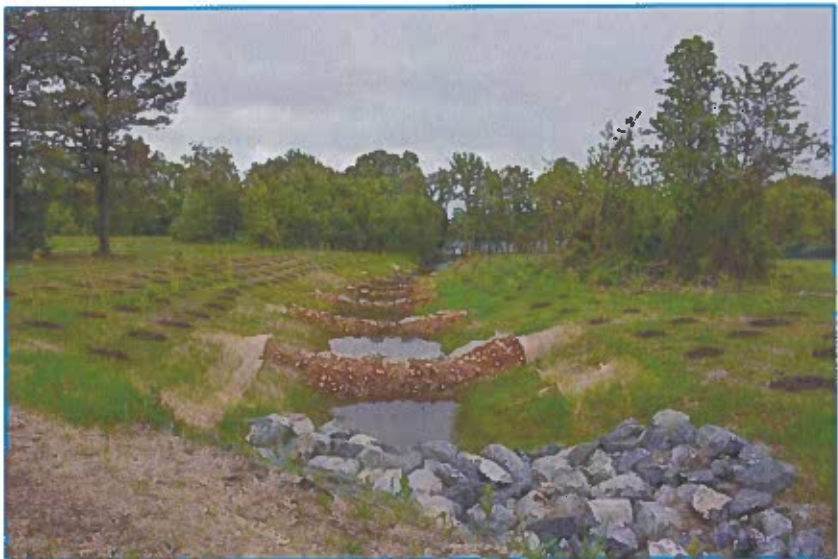
Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Design-Build Stream Restoration - Molls Cove Naval Air Station Patuxent River, St. Mary's County, MD

Environmental Systems Analysis, Inc. (ESA) designed and Coastal Construction Services (CCS) built the Molls Cove stream restoration project for the Washington Naval Facilities Engineering Command (NAVFAC). The Molls Cove stream restoration step pool storm conveyance (SPSC) project is located at the Webster Field Annex of Patuxent Naval Air Station in St. Mary's County, within the St. Mary's River watershed. The project site consisted of two channels that have nontidal and tidal sections, and which drain to Molls Cove, a tidal tributary of St. Mary's River. Within the study area, the two tributaries are both headwater, first-order channels, with a flow regime of ephemeral to intermittent.

ESA performed a wetland delineation and comprehensive biological and geomorphic assessment of the study area catchments and developed plans to improve water quality, enhance riparian habitat, stabilize stream banks, and provide grade control. ESA prepared and obtained all necessary environmental permits, developed conceptual and final design plans for two SPSCs (approximately 800 linear feet total) and a rain garden. ESA assured that safety plan standards were met, provided safety recommendations, verified the quality and quantities of material deliveries and installation, including handling of delivery tickets, and inspected material quality to be in conformance with contract documents.

Working as a team with Coastal, review of the stream restoration construction plans, and documents were performed and included evaluation and corroboration for construction access, realistic limits of disturbance, and robust erosion and sediment control measures. Working together, designer and builder, the work zone was clearly delineated with the proper construction stakeouts, confirmation of the limits of disturbance, stage and stockpile areas, construction access, tree protection areas, and safety fence installation.



Our team included Coastal Construction Services, LLC (CCS) who notified the Maryland Department of the Environment (MDE) and the Navy prior to the start of construction. CCS field marked the Limits of Disturbance (LOD) and installed sediment control measures. Stakeouts included horizontal and vertical controls. CCS arranged for all utilities to be staked and with ESA, attended the pre-construction meeting. CCS installed perimeter controls, Stabilized Construction Entrance (SCE), tree protection fencing, silt fence, clear water diversion pipe (gravity stream diversion), sandbags, and temporary outlet protection. Since the project discharged directly to tidal waters, ESA recommended, and CCS installed turbidity curtains in support of their already stringent erosion control measures. Working from downstream to upstream, banks were graded and stream restoration structures, including the SPSC, cascade, and bedsills were installed. CCS applied temporary mulch, permanent stabilization, and planted trees and shrubs according to the planting plan. Upon completion of all work, ESA scheduled a final inspection with the Navy. CCS obtained approval from the sediment control and MDE compliance inspectors to remove erosion and sediment control device and tree protection fencing. Nearing project completion, the ESA design-build team performed a quality control review to ensure that all ecological restoration practices were applied, making sure that the post-construction conditions allowed for rapid grow-out. Project close-out consisted of demobilization, removal of erosion control devices, grounds restoration, with ESA's completion of as-builts and final report.



Project Example for Coastal Construction Services, LLC
Ecological Restoration Construction

Naval Research Laboratory – Chesapeake Bay Detachment Chesapeake Beach, Calvert County, MD

Environmental Systems Analysis, Inc. (ESA) performed stream assessment, stream restoration design, permitting and construction management services for the Naval Research Laboratory (NRL) Chesapeake Bay Detachment (CBD) in Chesapeake Beach, Maryland as the main subcontractor to the Alliance for the Chesapeake Bay. The purpose of the project was to restore approximately 1,816 feet of eroding stream. The design objectives were to restore the stream channels to reduce vertical and lateral instability, improve bedform diversity, reduce sediment and nutrient loads, promote greater floodplain connectivity, and to enhance riparian habitat with native species.

ESA completed a hydrologic analysis to determine the peak discharges for the project area's streams, using the U.S. Department of Agriculture's (USDA) Technical Release 55 (TR-55) (1986) to calculate times of concentration (T_c), runoff curve numbers (CN), and discharges for 1-, 2-, 10-, and 100-year storm events. ESA used HEC-RAS to determine modeled water surface elevations, channel velocities, and shear stresses. ESA provided quality control to check a previously conducted wetland delineation and conducted a specimen tree survey.

ESA designed the channel alignment to follow the path of the existing channel, except in areas with eroded, tight meander bends. In those reaches we adjusted the channel geometry to provide a stable plan-form. This approach minimized tree impacts. Riffle weirs were designed to elevate the channel bed to increase access to the floodplain during storm flows and to enhance riffle habitat. The riffle weirs also provided grade control to help prevent the channel from re-incising. Pools were created in the voids between the riffle weirs. The riffle weirs consisted of Class I, Class II, and Class III stone, and stream bed material (sand, gravel, and cobble). The banks were graded to establish floodplain benches and enhance floodplain connection. Plantings and stabilization materials were selected to withstand the bankfull shear stress, as well as the 2-, 10-, and 100-year storms. The entire limit of disturbance (LOD) was stabilized and planted with native vegetation. ESA assessed streambank erosion using the Bank Assessment for Nonpoint Source Consequences of Sediment (BANCS) methodology (Rosgen, 2001). Stream bank erosion rates were determined using the North Carolina, bank erosion curve, as found in *Stream Restoration: A Natural Channel Design Handbook*. Total nutrient loads were estimated using nutrient concentrations for Protocol 1, Prevented Sediment. The standard 50 percent efficiency for stream restoration was used to calculate pollutant load reduction/credit for prevented sediment, nitrogen, and phosphorus. ESA obtained all permits, including MDE Wetland & Waterways, USACE, Erosion & Sediment Control, and NDPEs. ESA performed construction management services, including field oversight.

*Restoration of unnamed stream
channel leading to the Chesapeake Bay.
Main restoration techniques utilized
included riffle weirs, cascades, log weirs
and log toe stabilization.*

***Please note that this project is client
confidential, and not allowed for
dissemination, other than for ESA or
CCS Proposal Response.***



1. Laura Todd, Green Infrastructure Projects Manager
Alliance for the Chesapeake Bay
729 8th Street SE, Suite 200
Washington, DC 20003
202-270-8235
ltodd@allianceforthebay.org

ESA CCS Design-Build Team Projects:

- Naval Research Laboratory, Chesapeake Bay Detachment Stream Restoration, Calvert County, MD
- NSF Carderock Stream Restoration Assessment, Design, Permitting, and Construction Management, Naval Facilities Engineering Command Washington, Montgomery County, MD
- NSF Indian Head, Wetland Creation Area #1 Design, Permitting, and Construction, Naval Facilities Engineering Command Washington, Charles County, MD

2. Garrett Wolf, Ph.D., AICP, Senior Planner
Marstel-Day, LLC
10708 Ballantraye Drive, Suite 208
Fredericksburg, VA 22407
540-614-9840
gwolf@marstel-day.com

ESA CCS Design-Build Team Projects:

- Naval Air Station Patuxent River (NAS PAX) Gardiner's Run Stream Restoration Design-Build
- NSF Indian Head Stream Restoration Design-Build

3. Jennifer Carr, Director of Grants & Restoration
Arundel Rivers Federation
2822 Solomons Island Rd, Suite 202
Edgewater, MD 21037
717-575-8214
jennifer@arundelrivers.org

ESA Projects:

- Annapolis Harbour Center Stream Restoration, Anne Arundel County, MD
- Honeysuckle Drive Climate Resiliency and Shoreline Stabilization Design and Permitting, Anne Arundel County, MD
- Caffrey Run Stream Restoration, Anne Arundel County, MD
- Broad Creek Stream Restoration, Anne Arundel County, MD

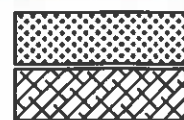
Appendix C:
Concept Sketches

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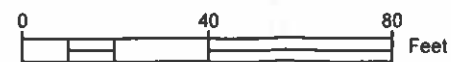
LEGEND

- | | | | |
|-----|---------------------|-----|----------------------------|
| --- | EXISTING TOPOGRAPHY | --- | EXISTING STREAM |
| --- | PROPERTY BOUNDARY | --- | PROPOSED STREAM ALIGNMENT |
| --- | EXISTING FENCE | --- | WUS --- WATERS OF THE U.S. |
| | | --- | WL --- NON-TIDAL WETLANDS |



GRADING AND PLANTING AREA

WILLOW PLANTINGS



Prepared for:

Town of Easton
14 South Harrison Street
Easton, Maryland 21601

Prepared by:

 **Environmental Systems Analysis, Inc.**
Natural Resources Management
Ecological Restoration
2141 Priest Bridge Drive, Suite 1
Crofton, Maryland 21114

DESIGN-BUILD CONCEPT GLENWOOD GLENWOOD AND WEST GLENWOOD STREAM RESTORATION

TALBOT COUNTY, MARYLAND

SCALE: 1"=40'
DATE: MARCH, 2024
ESA PROJECT NAME: Market
Government Proposals\City Contracts\
Town of Easton - Glenwood Feb 2024
SHEET: 1 of 1



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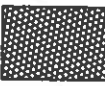
- EXISTING TOPOGRAPHY
- - - PROPERTY BOUNDARY
- □ - EXISTING FENCE
- - - EXISTING STREAM
- - - PROPOSED STREAM ALIGNMENT
- TW - TIDAL WETLANDS
- FP - 100-YEAR FLOODPLAIN

FOR RIFFLE WEIRS

Width (ft) 14
Length (ft) 10
Design Depth of flow (ft) 1.5
D50 (in) 12



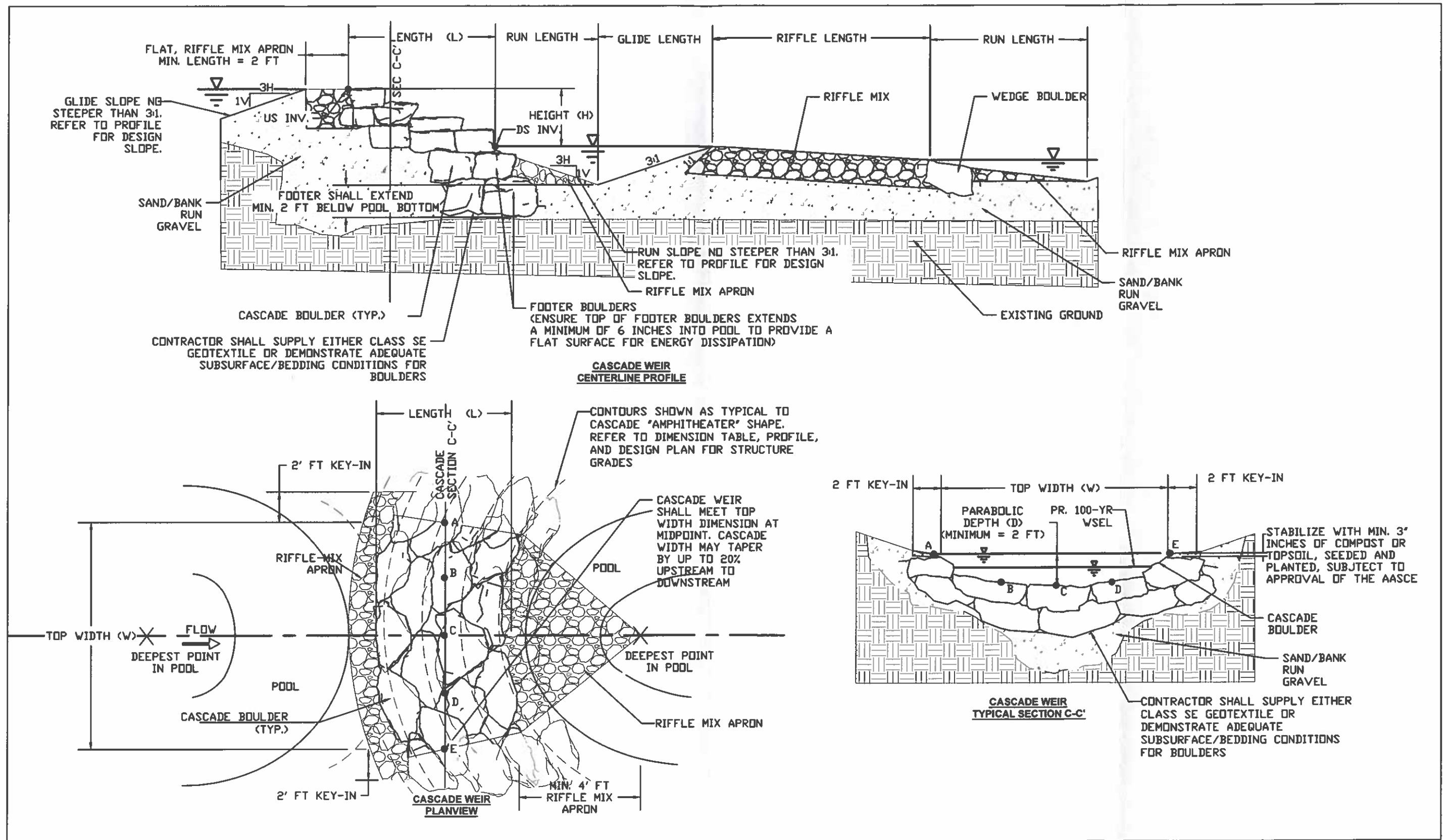
PARABOLIC RIFFLE WEIRS - BOULDER FOOTERS, 12" COBBLE/RIFFLE MATERIAL



CASCADE - CLASS III BOULDERS



Prepared for: Town of Easton 14 South Harrison Street Easton, Maryland 21601	Prepared by:  Environmental Systems Analysis, Inc. Natural Resources Management Ecological Restoration 2141 Priest Bridge Drive, Suite 1 Crofton, Maryland 21114	DESIGN-BUILD CONCEPT WEST GLENWOOD	
		GLENWOOD AND WEST GLENWOOD STREAM RESTORATION	
		TALBOT COUNTY, MARYLAND	
		SCALE: 1"=40'	
		DATE: MARCH, 2024	
		ESA PROJECT NAME: Market\Government Proposals\City Contracts\Town of Easton - Glenwood Feb 2024	
		SHEET: 1 of 1	



Prepared for:
Town of Easton
14 South Harrison Street
Easton, Maryland 21601

Prepared by:
Environmental
Systems
Analysis, Inc.
Natural Resources Management
Ecological Restoration
2141 Priest Bridge Drive, Suite 1
Crofton, Maryland 21114

DESIGN-BUILD CONCEPT WEST GLENWOOD
GLENWOOD AND WEST GLENWOOD
STREAM RESTORATION
TALBOT COUNTY, MARYLAND
SCALE: 1"=40'
DATE: MARCH, 2024
ESA PROJECT NAME: Market
Government Proposals\City Contracts\
Town of Easton - Glenwood Feb 2024
SHEET: 1 of 1
NORTH

Appendix D:
Proposed Project Schedule

GLENWOOD AND WEST GLENWOOD STREAM RESTORATION SCHEDULE

ENTER START DATE: Tuesday, April 30, 2024

ACTIVITY	START	END	NOTES
Project Start / Estimated NTP.	Tuesday, April 30, 2024		Estimated Notice to Proceed.
Kickoff Meeting	Wednesday, May 1, 2024	Wednesday, May 1, 2024	Meeting to discuss project timeline, methods, needs for Glenwood and West Glenwood project sites.
Existing Data Review / Desktop Assessment	Thursday, May 2, 2024	Thursday, May 9, 2024	Review of existing data and reports for Glenwood and West Glenwood project sites.
Stream Assessments	Tuesday, May 14, 2024	Thursday, May 16, 2024	Field data collection, compilation, and assessment for Glenwood and West Glenwood project sites.
Surveys	Thursday, May 9, 2024	Thursday, May 23, 2024	Field survey of project sites for Glenwood and West Glenwood project sites.
Prepare Concept Designs	Wednesday, May 29, 2024	Friday, June 28, 2024	Prepare concept design for Glenwood and West Glenwood project sites.
Deliverable - Concept Designs	Friday, June 28, 2024	Friday, June 28, 2024	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, July 12, 2024	Friday, July 12, 2024	Meeting to discuss concept design.
Pre-Application Meeting	Tuesday, July 23, 2024	Tuesday, July 23, 2024	Onsite meeting to include USACE, MDE, and MD DNR.
Prepare Draft Design and Report	Wednesday, July 24, 2024	Friday, October 25, 2024	Prepare draft design for Glenwood and West Glenwood project sites.
Deliverable - Draft Design and Report	Friday, October 25, 2024	Friday, October 25, 2024	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, November 8, 2024	Friday, November 8, 2024	Meeting to discuss draft design.
Address Comments on Design and Report	Tuesday, November 12, 2024	Tuesday, December 3, 2024	Revise draft design and report based on comments.
Prepare Final Design and Report	Wednesday, December 4, 2024	Friday, January 31, 2025	Prepare final design for Glenwood and West Glenwood project sites.
Deliverable - Final Design and Report	Friday, January 31, 2025	Friday, January 31, 2025	Submit to Town of Easton for review and comment.
Progress Meeting*	Friday, February 14, 2025	Friday, February 14, 2025	Meeting to discuss final design.

ACTIVITY	START	END	NOTES
Obtain Permits and Approvals	Monday, November 18, 2024	Saturday, May 17, 2025	Joint Permit Application, sediment and erosion control, CAC, NOI.
Pre-Construction Meeting	Monday, May 12, 2025	Monday, May 12, 2025	D-B Team, Town of Easton, regulatory inspectors.
Invasive Management	Tuesday, May 27, 2025	Thursday, May 29, 2025	Pre-construction invasive management.
Construction of Glenwood Project Site	Monday, June 16, 2025	Friday, August 15, 2025	Construct the Glenwood site.
Construction of West Glenwood Project Site	Monday, September 1, 2025	Friday, November 28, 2025	Construct the West Glenwood site.
As-builts, Submit close-out forms.	Monday, December 1, 2025	Tuesday, December 30, 2025	Submit as-builts and complete close-out forms for Glenwood and West Glenwood sites.
Project End (Target)	Tuesday, December 30, 2025	Tuesday, December 30, 2025	Project completion except for monitoring.
Conduct Year 1 Monitoring.	Tuesday, April 14, 2026	Friday, June 12, 2026	Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 1 Report	Friday, October 16, 2026	Friday, October 16, 2026	Submit annual report to Town of Easton and regulatory agencies.
Project End (Alternative)	Wednesday, September 30, 2026	Wednesday, September 30, 2026	Project end if delayed due to reasons beyond D-B control such as permitting. Does not include Year 2 and Year 3 monitoring.
Conduct Year 2 Monitoring.	Tuesday, April 13, 2027	Friday, June 11, 2027	Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 2 Report	Friday, October 8, 2027	Friday, October 8, 2027	Submit annual report to Town of Easton and regulatory agencies.
Conduct Year 3 Monitoring.	Tuesday, April 18, 2028	Friday, June 16, 2028	Complete stream and vegetation survey, data compilation, report.
Deliverable - Monitoring Year 3 Report	Friday, October 13, 2028	Friday, October 13, 2028	Submit annual report to Town of Easton and regulatory agencies.

Notes: Delays due to permitting are possible. Project may be extended through 9/30/2026.

Use 1 Closure is March 1 – June 15.

Appendix E:
Completed and Signed Proposal Form

PROPOSAL**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

Made this 20 day of March, 2024,

By Coastal Construction Services, LLC

Business Address 246 Charita Way, Severna Park, MD 21146

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Scope of Work**.

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. Bodily injury liability insurance shall be in an amount not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$200,000 per accident, with an aggregate of not less than \$500,000.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

(Note - The bidder or bidders must sign here, and the address of each must be given.)
In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

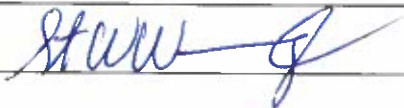
I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Steven W Warner

Owner/President Coastal Construction Services LLC

246 Charita Way

Severna Park MD 21146



I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
#1	2/29/2024	12
#2	3/08/2024	2

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 by ~~December 31, 2025~~. September 30, 2026 for construction per Addendum #2.

BIDDER further agrees to pay as liquidated damages, and amount of **\$500** per calendar day as defined in the General Conditions.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

PROPOSAL FORM**GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

BASE BID		
Item No.	Description of Work	Total Lump Sum Price
1	Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$15,200.00
2	Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$27,730.00
3	Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$185,064.74
4	Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$3,250.00
5	Year 1 Monitoring	\$3,680.00
6	Year 2 Monitoring	\$3,840.00
7	Year 3 Monitoring	\$4,000.00
Subtotal Glenwood Stream Restoration (Items 1 through 7)		\$241,764.74
8	West Glenwood: Attend kickoff meeting. Perform existing conditions survey and geotechnical evaluation. Develop concept/ schematic plans and design report. Meet to discuss design concept.	\$15,200.00
9	West Glenwood: Develop preliminary and final permit drawings and specifications, construction cost schedule of values, and permit applications. Meetings to discuss preliminary and final construction documents. Apply for permits.	\$26,730.00
10	West Glenwood Stream Restoration construction including pre-construction meeting, one progress meeting, final project walk through	\$260,852.02
11	West Glenwood: Post-construction As-Built Survey, Monitoring and Reporting as required by the Army Corps and MDE permits	\$8,250.00
12	Year 1 Monitoring	\$3,680.00
13	Year 2 Monitoring	\$3,840.00
14	Year 3 Monitoring	\$4,000.00
Subtotal West Glenwood Stream Restoration (Items 8 through 14)		\$322,552.02
Total Base Bid (Items 1 through 14)		\$564,316.76

The **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Five Hundred Sixtyfour Thousand Three Hundred Sixteen Dollars and Seventysix Cents _____ Dollars

Bids shall include sales tax and all other applicable taxes and fees.

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

Coastal Construction Servcies, LLC

Bidder – Company Name

246 Charita Way, Severna Park, MD 21146

Address

Signature

3/20/2024

Date

Steven Warner

President

Printed Name

Title

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

CONSTRUCTION

September 20, 2026

ALL WORK UNDER THIS CONTRACT MUST BE COMPLETED BY ~~December 31, 2025.~~

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractors name, address, phone number	Percent of Total Work
Design / Post- Construction	Existing conditions, as-built surveys.	Rauch, Inc. 106 N Harrison Street Easton, MD 21601 410-770-9081	5
Design / Monitoring	Stream assessment, development of concept, draft, final designs, report, permitting, monitoring.	Environmental Systems Analysis, Inc. 2141 Priest Bridge Drive, Suite 1 Crofton, MD 21114	25
Construction	Clearing/Excavation	Dameron Contracting PO Box 137 Dameron MD 20628	20
Construction	Landscaping	Stadler Nurseries PO Box 11 Braddock Heights MD 21714	5

Attach additional pages as necessary. Types of Work not listed indicated that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

Coastal Construction Services LLC.

as Principal, and

The Ohio Casualty Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (5% of the Total Base Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 21 day of March, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD.**

NOW, THEREFORE,

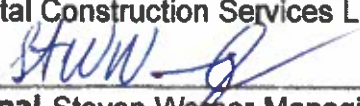
(a) If said BID shall be rejected, or

(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.

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

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.
Coastal Construction Services LLC.

 (L.S.)
Principal Steven Warner-Managing Member

The Ohio Casualty Insurance Company

Surety

By:


Mark Congdon

Attorney-In-Fact

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 Maryland.

END OF SECTION

Appendix F:
Fully Executed Affidavits 1 and 2
Bid Bond

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

NON-COLLUSION CERTIFICATE

COUNTY OF: Easton

STATE OF: Maryland

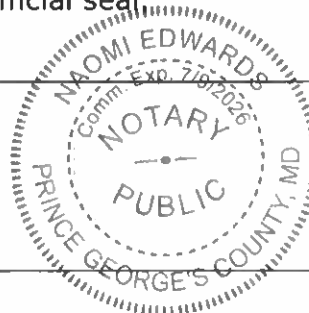
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared 3-19-24

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal


(NOTARY PUBLIC)

My Commission Expires: 7.19.2026



Sign for Identification

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

**TITLE: GLENWOOD and WEST GLENWOOD STREAM RESTORATION
DESIGN-BUILD**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

3-19-24

DATE

SIGNATURE

Steven W Warner

PRINTED

Owner/President

TITLE

Coastal Construction Services LLC

FIRM NAME AND ADDRESS

END OF SECTION

GLENWOOD and WEST GLENWOOD STREAM RESTORATION DESIGN-BUILD



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207188-989733**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Mark Congdon

all of the city of Sykesville state of MD each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21 day of March, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: May 1, 2024
TO: Don Richardson – Town Manager
cc: Mayor Megan Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: 2024 Annual Street Resurfacing Recommendation

The Town of Easton FY24 Budget includes \$475,000 for Annual Street Resurfacing (Project #24-15).

We recently advertised a Request for Proposals (RFP) for this work and held a public bid opening on April 25, 2024. We received two (2) sealed bids. The following is a summary of bids received:

COMPANY	TOTAL BASE BID
Bramble	\$367,136
ECM	\$418,945

The low bid was submitted by David A. Bramble (Bramble), with a Total Base Bid of \$367,136.

Bramble has performed Annual Street Resurfacing work in recent years, and recently completed the Mistletoe Hall Farm Project, Calvert Street Extension, and Norris Taylor Drive for us. We have been very satisfied with the work done and we worked together to resolve issues that came up during the course of construction.

In conclusion, I have reviewed all bids and recommend awarding the project to Bramble for the Total Base Bid of \$367,136.

END OF RECOMMENDATION



1310 Severn Station Road, Severn MD 21144

Office Phone: 301-880-9729 Ext.103

Fax Number: 301-560-8882

Introductory Letter

April 25, 2024

ECM Corporation is a construction company that was established on October 2012 under the law of The State of Maryland but owners count with more than 13 years of experience in construction which include: saw cutting, asphalt paving and repair, concrete repair, water main replacement/installation and water house connections, traffic control. ECM operates with professional crews to develop and complete a project to customer satisfaction. ECM Corporation is also fully equipped to perform in a workplace and work directly with customer needs. It also counts with certificates such as MD and VA flagging and WSSC programs. The company is operated daily under the ownership of Diana Hernandez, president, and Emilio Cruz, superintendent and senior project manager, who perform daily team meetings, analyze and plan present and future projects, and supervise the worksite. ECM Corporation has enhanced its performance by not only using experienced foremen to complete the job but also providing superior traffic control by using certified traffic control flaggers and certified traffic control management. ECM Corporation prides itself in owning a vast range machinery and equipment. Our fleet of trucks, excavators, skid steers, etc. are always ready to be mobilized and utilized assuring your project will have the correct machinery when needed.

Please refer to the following regarding any correspondence to the bid or if requiring an more information:

- Diana B. Hernandez – President
dhernandez@ecmcorporation.net
(301) 880-9729
- Lazaro Constanza – Project Manager
lazaro@ecmcorporation.net
(240) 392-0561

Sincerely,

Diana B. Hernandez – President

PROPOSAL**ANNUAL
STREET RESURFACING
2024**Made this 25 day of April, 2024,By ECM CorporationBusiness Address 1310 Severn Station Road, Severn MD 21144

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Specifications and as shown on the drawings.**

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. **Bodily injury liability insurance** shall be in

an amount **not less than \$1,000,000, including death, to each person and subject to the same limit for each person**, in an amount of **not less than \$3,000,000 on account of one accident**. **Property damage insurance** shall be in an amount **not less than \$200,000 per accident**, with an **aggregate of not less than \$500,000**.

(Note - The bidder or bidders must sign here, and the address of each must be given.) In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Diana B. Hernandez, President
1310 Severn Station Road Severn MD 21144

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
<u>0</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

BID FORM

BASE BID					
Item	Description	Unit	Quantity	Unit Price	Total Price
1	1½ " Milling	SY	21,370	3 ⁵⁰	74,795 ⁰⁰
2	2" Superpave 9.5mm	TONS	2,370	125 ⁰⁰	296,250 ⁰⁰
3	Trench Repair - 15" Excavation	CY	140	60 ⁰⁰	8,400 ⁰⁰
4	Trench Repair - 9" GAB	TONS	285	50 ⁰⁰	14,250 ⁰⁰
5	Trench Repair - 4" Superpave 19mm	TONS	75	140 ⁰⁰	10,500 ⁰⁰
6	Trench Repair - 2" Superpave 9.5mm	TONS	40	180 ⁰⁰	7,200 ⁰⁰
7	Additional 3" Milling (Contingent)	SY	300	3 ⁵⁰	1,050 ⁰⁰
8	Additional 3" Hot Mix Base Course (Superpave 19.0 mm) (Contingent)	TONS	50	130 ⁰⁰	6,500 ⁰⁰
TOTAL BASE BID =					

My **ANNUAL STREET RESURFACING 2024** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Four hundred eighteen thousand, nine hundred forty-five and 00/100 Dollars (\$ 418,945⁰⁰).

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

ECM Corporation

(Bidder - Company Name)



(Signature)

04-25-2024

(Date)

Diana B. Hernandez

(Print Name)

President

(Title)

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town

of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

Bids shall include sales tax and all other applicable taxes and fees.

Bidders must be prepared to complete work outlined in Special Condition 2.E before **July 31, 2024**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be completed by **DECEMBER 31, 2024**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractor's Name, Address, Phone Number	Percent of Total Work

Attach additional pages as necessary. Types of Work not listed indicate that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **ANNUAL STREET RESURFACING 2024**

NON-COLLUSION CERTIFICATE

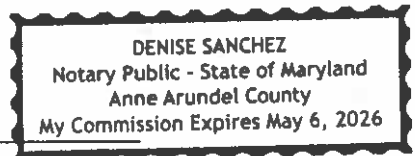
COUNTY OF: Anne Arundel

STATE OF: Maryland

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Diana B. Hernandez And made oath in due form of law that the Proposer herein, his Agents, servants and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Proposer, or themselves, to obtain information that would give the Proposer an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Proposer, or themselves, to gain any favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.

Denise Sanchez 4/25/24
(NOTARY PUBLIC)



My Commission Expires: May 6, 2026

[Signature]
Sign for Identification

ANNUAL STREET RESURFACING 2024

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: ANNUAL STREET RESURFACING 2024

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

04-25-2024
DATE

SIGNATURE

Diana Bonilla Hernandez

PRINTED

President

TITLE

ECM Corporation 1310 Severn station Road, Severn MD 21144

FIRM NAME AND ADDRESS

END OF SECTION

ANNUAL STREET RESURFACING 2024

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

ECM Corporation

as Principal, and

Markel Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of Five Percent of Amount Bid (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 25th day of April, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ANNUAL STREET RESURFACING 2024.**

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

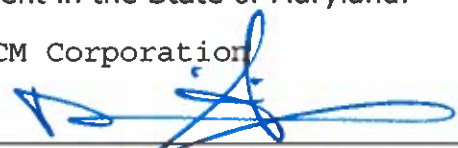
ANNUAL STREET RESURFACING 2024

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.

ECM Corporation


Principal Diana B. Hernandez, President (L.S.)

Markel Insurance Company

Surety

By:


Ryan Hays, Attorney-In-Fact



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 Maryland.

END OF SECTION

ANNUAL STREET RESURFACING 2024

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Adam T. Grap, Ryan Hays, Stephen A. Spencer, Susan B. Willett, Aldo Pasquariello, Daniel R. West, Paul M. Troeschel, Jaime L. George-Perando, Manuel Jones, Brenda L. Pattishall, Beatrice Saint-Felix

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

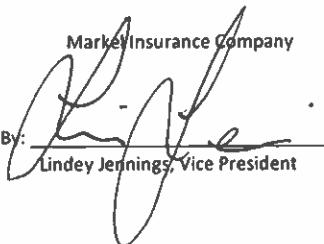
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 2nd day of February, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



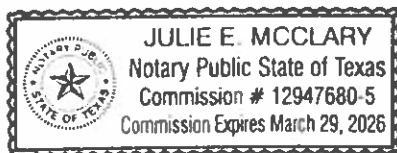
Markel Insurance Company

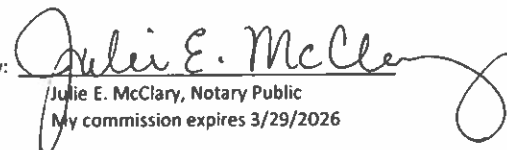
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 2nd day of February, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

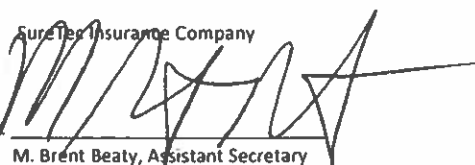


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

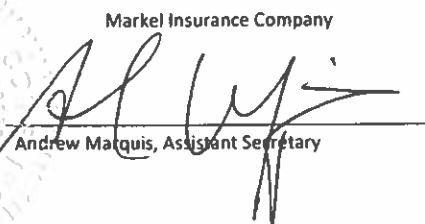
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of April, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

PROPOSAL**ANNUAL
STREET RESURFACING
2024**Made this 25th day of April, 2024,By David A. Bramble, Inc.Business Address P.O. Box 419, Chestertown, MD 21620

The Bidder declares that the only person, firm, or corporation or persons, firms or corporations that has or have any interest in this proposal or in the contract or contracts proposed to be taken is or are the undersigned; that this proposal is made without connection, collusion, or agreement with any person, firm, or corporation making a proposal of the same work to bid a fixed or uniform price; that the attached specifications and form of contract and the drawings therein referred to have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of Easton, in the form of contract hereto attached to do the required work in the manner set forth in the **Specifications and as shown on the drawings.**

The prices on the attached and signed Proposal forms are to include and cover the furnishing of all materials and labor requisite and proper (except those specified as being furnished by the Owner (Town of Easton)), and the providing of all necessary machinery, tools apparatus and means of performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications, and the contract drawings within the prescribed time. If this proposal shall be accepted by the Town of Easton and the undersigned shall refuse or neglect within **30** days after receiving the contract for execution, to execute the same then the Town of Easton may at its option, determine that the bidder has abandoned the contract; and thereupon the proposal and the acceptance thereof shall be null and void.

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damage for personal injury, including death, and property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of such insurance shall be filed with the Owner (Town of Easton) and shall be subject to its approval for adequacy of protection. **Bodily injury liability insurance** shall be in

an amount **not less than \$1,000,000, including death, to each person and subject to the same limit for each person, in an amount of not less than \$3,000,000 on account of one accident. Property damage insurance** shall be in an amount **not less than \$200,000 per accident, with an aggregate of not less than \$500,000.**

(Note - The bidder or bidders must sign here, and the address of each must be given.) In the case of firms, the firm's name must be signed and subscribed to by at least one member.

In case of corporations, the corporate name must be signed by some authorized officer or agent thereto, who shall also subscribe his name and office. If practicable, the seal of the corporation shall be affixed.

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.)

I do solemnly declare and affirm under the penalties of perjury that the declaration and statements contained in the first paragraph thereof are true and correct to the best of my knowledge, information and belief.

Paul C. Bramble, President of Operations, P.O. Box 419, Chestertown, MD 21620

Megan B. Owings, President of Administration, P.O. Box 419, Chestertown, MD 21620

Joshua R. Hignutt, Treasurer, P.O. Box 419, Chestertown, MD 21620

David C. Bramble, Assistant Treasurer, P.O. Box 419, Chestertown, MD 21620

Millie C. Clough, Secretary, P.O. Box 419, Chestertown, MD 21620

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
None		

BID FORM

BASE BID					
Item	Description	Unit	Quantity	Unit Price	Total Price
1	1½ " Milling	SY	21,370	3.30	70,521.00
2	2" Superpave 9.5mm	TONS	2,370	101.00	239,370.00
3	Trench Repair - 15" Excavation	CY	140	132.00	18,480.00
4	Trench Repair - 9" GAB	TONS	285	61.00	17,385.00
5	Trench Repair - 4" Superpave 19mm	TONS	75	118.00	8,850.00
6	Trench Repair - 2" Superpave 9.5mm	TONS	40	147.50	5,900.00
7	Additional 3" Milling (Contingent)	SY	300	4.85	1,455.00
8	Additional 3" Hot Mix Base Course (Superpave 19.0 mm) (Contingent)	TONS	50	103.50	5,175.00
TOTAL BASE BID =					\$367,136.00

My **ANNUAL STREET RESURFACING 2024** bid, in accordance with this Request for Proposals, is a **TOTAL BASE BID** price of:

Three Hundred Sixty Seven Thousand, One Hundred Thirty Six Dollars (\$ 367,136.00).

The Bidder agrees that this Proposal shall be good and may not be withdrawn for a period of **30** calendar days after the opening of the Bid Proposals.

David A. Bramble, Inc.
(Bidder - Company Name)


(Signature)

04/25/2024

(Date)

Paul C. Bramble
(Print Name)

President
(Title)

A contract, if awarded, will be awarded to the lowest, responsible, responsive Bidder whose proposal in the sole opinion of the Owner (Town

of Easton) represents the best value to the Town of Easton and the acceptance of which, in whole or in part, is in the best interest of the Town of Easton. The Town of Easton reserves the right to reject any and all bids, to waive any irregularities, and to re-advertise for new bids.

Bids shall include sales tax and all other applicable taxes and fees.

Bidders must be prepared to complete work outlined in Special Condition 2.E before **JULY 31, 2024**. Bidder further agrees to pay as liquidated damages, an amount of **\$250 per calendar day**, as defined in the General Conditions.

In addition to work outlined in Special Condition 2.E., additional work may be added to this Contract if mutually agreed to by both the Town and the Contractor. All additional work under this Contract must be completed by **DECEMBER 31, 2024**.

SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

Project Phase	Type of Work	Subcontractor's Name, Address, Phone Number	Percent of Total Work
		None	

Attach additional pages as necessary. Types of Work not listed indicate that the Bidder intends to perform the work with own force. If a type of work is to be awarded to a subcontractor but the company has not yet been identified, enter "to be determined" in the column for the subcontractors name.

AFFIDAVIT I

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: **ANNUAL STREET RESURFACING 2024**

NON-COLLUSION CERTIFICATE

COUNTY OF: Kent

STATE OF: Maryland

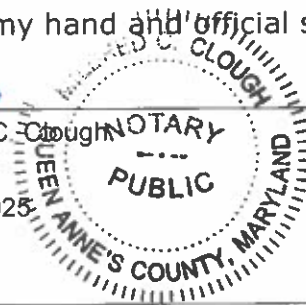
Before me, the undersigned, a Notary Public, in and for the County
and State aforesaid, personally appeared Paul C. Bramble

And made oath in due form of law that the Proposer herein, his
Agents, servants and/or employees, to the best of his knowledge and
belief, have not in any way colluded with anyone for and on behalf of
the Proposer, or themselves, to obtain information that would give the
Proposer an unfair advantage over others, nor have they colluded with
anyone for and on behalf of the Proposer, or themselves, to gain any
favoritism in the award of the Contract herein.

In Witness thereof, I hereby set my hand and official seal.

Mildred C. Clough
(NOTARY PUBLIC) Mildred C. Clough

My Commission Expires: 01/21/2025



Paul C. Bramble
Sign for Identification Paul C. Bramble, President

ANNUAL STREET RESURFACING 2024

AFFIDAVIT II

EASTON, MARYLAND
EASTON, MARYLAND 21601

TITLE: ANNUAL STREET RESURFACING 2024

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS
WITH TOWN OF EASTON**

The undersigned does hereby declare that no officer or employee of the Town of Easton and/or Easton Utilities Commission, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we do solemnly declare and affirm under the penalties of perjury and the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

04/25/2024

DATE

SIGNATURE

Paul C. Bramble

PRINTED

President

TITLE

David A. Bramble, Inc., P.O. Box 419, Chestertown, MD 21620

FIRM NAME AND ADDRESS

END OF SECTION

ANNUAL STREET RESURFACING 2024

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned

David A. Bramble, Inc.

as Principal, and

Liberty Mutual Insurance Company

as Surety, are hereby held and firmly bound unto the Town of Easton, as OWNER, the penal sum of \$18,356.80 (**5% of the Total Base Bid**) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 25th day of April, 20 2024

The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Easton a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **ANNUAL STREET RESURFACING 2024.**

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

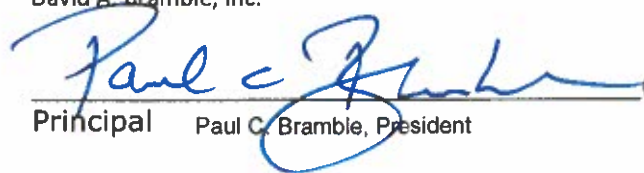
ANNUAL STREET RESURFACING 2024

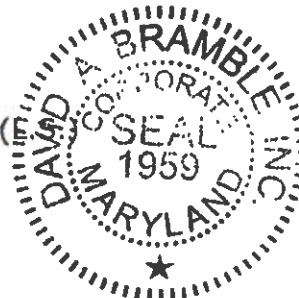
effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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.

David A. Bramble, Inc.


Principal Paul C. Bramble, President

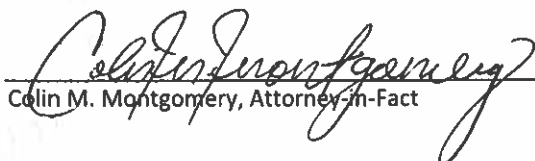


Liberty Mutual Insurance Company

Surety



By:


Colin M. Montgomery, Attorney-in-Fact

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 Maryland.

END OF SECTION

ANNUAL STREET RESURFACING 2024



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8211570 - 019014**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colin M. Montgomery, James P. Marquet, Kevin Connelly, Kevin P. Adams, Martin J. Purcell, Michael J. Mitchell

all of the city of Philadelphia state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of April, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 2nd day of April, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government	3,451,999,931	Reserve for Claims and Claims Expense	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities	9,206,000,954
		Total	\$47,860,270,390
Other Admitted Assets	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMIKOLAJEWSKI

Assistant Secretary



TOWN OF
EASTON
ENGINEERING DEPARTMENT

DATE: March 28, 2024
TO: Don Richardson – Town Manager
cc: Mayor Cook
FROM: Rick Van Emburgh, P.E. – Town Engineer
SUBJECT: Traffic Signal Controller - 5 Corners Recommendation

The Town of Easton recently allocated \$1,325,000 in ARPA funds for Traffic Signal Conversion and Upgrade (Project# ARP209). We are finalizing Costs and a Recommendation for the larger Conversion and Upgrade, but in the short term are in need of a replacement Traffic Signal Controller and Accessories at "5 Corners" (Intersection of 2 legs of S Washington, and 1 each of Peachblossom, Idlewild, and Harrison). The current Controller is failing and continues to remain in flashing mode, specifically after the crossing guards are directing school traffic. We are not confident we will be able to continue to provide short term fixes to keep it working properly.

The cost of the replacement Controller is \$19,625.94. The replacement Controller we are requesting is compatible with both the existing system and will be required with the future system. The existing system is Econolite. The future system we will recommend is also Econolite and once we finalize costs, will use the existing Sole Source SHA contract with Econolite to meet the ARPA procurement requirements. We recommend using the existing Sole Source SHA contract with Econolite to meet the ARPA procurement requirements for this purchase as well.

In conclusion, I recommend purchasing the Traffic Signal Controller for 5 Corners from Econolite for \$19,625.94.

END OF RECOMMENDATION



Quotation

1/2/2024

To:	Mario Barone 201 N Washington St Easton 21601 *Ship To Address to be verified URO	Quote Name: EASTON Quote - 5 cortners Project Reference: Econolite Reference: Q-42273-7425
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Item #	Part	Qty	Description	Tariff	Price per	Extended
2	1133-141	2	MMU2-16LEip-E W/ETHERNET PORT BLUE ECPI FACEPLATE	\$9.60	\$1,920.00	\$3,840.00
1	CAB18223	1	TS2-1 PNG M49 DDE 16 VERT CAB CITY OF EASTON, MD IN/OUT BARE	\$34.04	\$10,180.00	\$10,180.00
3	COBG2210000 0000000	1	COBALT G-SERIES EOS TS1/TS2-2 8MB DATAKEY NO COMM	\$28.46	\$3,550.00	\$3,550.00
4	160-1018-501	3	ASSY BUS INTERFACE UNIT	\$1.08	\$307.00	\$921.00
5	FSR-HOUR- TECH	1	TECH LABOR W/CLIENTS PER HOUR; INCLUDES 4 HOURS OF FSR SUPPORT	\$0.00	\$600.00	\$600.00

Subtotal	\$19,091.00
Shipping & Handling*	\$450.00
Taxes**	\$0.00
Tariffs**	\$84.94
TOTAL	\$19,625.94

Onsite Field Service Support Rate: \$150.00/hr (4hr min) or \$2,500.00/day (includes T&E)

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback



Quotation

Quote Valid For Days: 60

FOB: Econolite Factory

Terms: NET30

*Ship Terms: S&H

**Taxes and Tariffs Estimated (if included)

Humberto Pompa

Humberto Pompa, District Sales Manager

Mobile: +1 2403813935

hpompa@econolite.com

Shipping Date: 12 weeks ARO, approved credit terms and submittal approval when applicable

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback

April 29, 2024

Town of Easton
14 South Harrison Street
Easton, MD 21601

Attention: Mr. Kody Cario
Project Manager – Town of Easton

Reference: Town of Easton – Econolite Traffic Signal Upgrades

Dear Mr. Cario:

Lenhart Traffic Consulting, Inc. (LTC) is pleased to assist the Town of Easton for their upcoming traffic signal upgrade project. The project considers upgrading the following Town-owned traffic signals for enhanced vehicle detection, system coordination, intersection maintenance, and corridor operations. The goal is to have the Town apply these upgrades to existing traffic control signals at the following intersections:

- Glebe Road at North Washington Street
- Glebe Road at Marlboro Avenue
- Marlboro Avenue at Kohl's Plaza
- Washington Street at Bay Street
- North Washington Street at Goldsborough Street
- Dover Street at North Washington Street
- Goldsboro Street at N Harrison Street
- East Dover Street at Harrison Street
- North Aurora Street at Goldsborough Street
- South Aurora Street at East Dover Street
- South Aurora Street at Brookletts Avenue
- South Aurora Street at Idlewild Avenue
- North Washington Street at Harrison Street

The scope of the improvements varies by intersection but include integrating the Centrac's Mobility Standard and Edaptive setup, traffic signal controllers compatible with Centrac's, Malfunction Management Units (MMUs), traffic signal cabinets, high-definition video detection cameras with communication managers and all necessary equipment, and network/communications equipment. The proposed upgrades are essential to the Town's responsibility to maintain the traffic signal network and provide safe, efficient, and effective mobility to all modes (vehicles, pedestrians, and cyclists) through the Town's streets. The traffic signal controller and communications upgrades will allow the Town to efficiently monitor and maintain traffic

signals from their operations center. Most importantly, the upgrades listed above are needed to integrate the Centrac's Mobility Standard which will make it possible to coordinate the Town's traffic signals and allow for coordination with adjacent MDOT SHA maintained traffic signals to optimize traffic flow with adaptive traffic signal timing.

Centrac's is an Advanced Transportation Management System (ATMS) which is currently utilized by MDOT SHA to monitor and manage traffic signal assets throughout the State of Maryland. When issues occur within the traffic signal system, Centrac's allows faster notification and response times to help improve mobility and travel throughout the state highway system. Centrac's allows for the use of an adaptive traffic signal timing module which is capable of coordinating a near unlimited number of traffic signals. These capabilities will similarly benefit the Town's traffic signal assets and will allow for compatibility with the State's existing networks along US 50, MD 322, MD 331, and more. The ability for the Town to be able to coordinate with MDOT SHA's network during traffic incidents would be beneficial to the community and transportation network.

To implement Centrac's, traffic signals will require high speed network capabilities and communication equipment which is included as part of the Town's project. Also included are necessary controller/cabinet, high-definition video detection cameras, and hardware upgrades necessary to integrate this system into the Town's existing traffic signals. After deployment, the equipment above would give systemwide capabilities including: the collection of Signal Performance Measures (SPMs), automated detection and data reporting, device management, intersection control, traffic management, timing/pattern optimization, interoperability with both State and Town signals, use of Edaptive (adaptive signal control), and more. Implementation of Centrac's is also helps facilitate the goals of the US Department of Transportation's current Bipartisan Infrastructure Law which is a once-in-a-generation investment to help communities across the country tackle the climate crisis while creating good-paying jobs, addressing environmental justice, and boosting local economies.

To fund part of the Town's overall project and infrastructure goals, the Town is applying for funding through the American Rescue Plan Act of 2021 (ARPA). The Centrac's system and associated equipment is supplied by a sole source which is Econolite. The requirements of ARPA funding state that for a sole source, the following justification/information is required:

- Uniqueness of items or services to be procured from the proposed contractor or vendor (e.g. compatibility or patent issues)
- How the agency determined that the item or service is only available from one source, (e.g. market survey results, independent agency research, patented or proprietary systems)
- Explanation of need for contractors' expertise linked to the current project (e.g. knowledge of project management, responsiveness, experience of contractor personnel, and/or prior work on earlier phases of the project)

Since MDOT SHA utilizes Econolite's Centrac's and other signal equipment, it is necessary for the Town to also utilize this specific equipment to facilitate full compatibility and synchronization with the State's nearby traffic signal networks. This is the only product that will allow compatibility as other products will not be able to be utilized to synchronize with MDOT SHA's equipment. Furthermore, since the Town's existing

equipment is mostly Econolite it allows the upgrades to be cost effective as it will already be compatible with the existing Econolite equipment rather than completely replacing all systems with a different source (which would not be compatible with MDOT SHA's signals). The attached letter from Econolite (**Exhibit A**) indicates that Econolite is the sole source for all manufacturing, sales, and software maintenance agreements for the Centrac systems, video detection products, cabinets, and controllers with MDOT SHA specifications. Econolite also has existing contracts with MDOT SHA for these items as well as other products as MMUs, traffic items, and other services. The attached contract (**Exhibit B**) shows that Econolite currently holds a statewide sole source contract for traffic control system equipment along MDOT SHA operated roads through March 31, 2025. As proven by its continued services to MDOT SHA's signals, Econolite is proficient in understanding MDOT SHA standards, requirements, and needs in setting up and maintaining signal networks. As such, the above information satisfies the funding requirements and should allow Econolite to be utilized by the Town as a sole source for these upgrades and continued corridor maintenance. With this, the Town's goals of coordinating both Town and MDOT SHA signals can be achieved to the benefit of all parties including agencies, residents, and road users to efficiently travel along the existing road network.

Yours sincerely,

Lenhart Traffic Consulting, Inc.



Brian A. Biddle, P.E., PTOE
Vice President

Exhibit A – Econolite Sole Source Letter

April 17th, 2023

Town of Easton, MD

Mr. Van Emburgh:

Please accept this letter as notification that Econolite, located at 1250 N. Tustin Avenue, Anaheim, CA 92807, is the sole source for all Manufacturing, Sales, and Software Maintenance Agreements for the Centrac Systems, Video Detection Products, Cabinets, and Controllers with MD-DOT specifications in Maryland.

Econolite has contracts with Maryland State Highway Administration in different areas, like MMU Certifications, Traffic Products, and other services as system software.

The software we are proposing is the only one that can synchronize with the existing MD-DOT software in their system. With this, we ensure your system will run effectively with their software. Besides, more than 80% of your actual equipment on your streets is Econolite and will be 100% useful when we connect the software to this equipment.

Please feel free to contact me directly if you need any further information.

Sincerely,

Humberto Pompa

Humberto Pompa, District Sales Manager
Mobile: +1 2403813935
hpompa@econolite.com

Exhibit B – Statewide Sole Source Contract

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600240

PRINT DATE: 02/27/24

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ECONOLITE CONTROL PRODUCTS
810 CROMWELL PARK DRIVE
SUITE L
GLEN BURNIE, MD 21061
(410)768-4601

REFER QUESTIONS TO:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB:

EXPR DATE: 03/31/25
POST DATE: 02/14/24

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

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

STATEWIDE SOLE SOURCE CONTRACT FOR

ECONOLITE TRAFFIC CONTROL SYSTEM EQUIPMENT

THIS IS THE FINAL RENEWAL OPTION, EFFECTIVE APRIL 1, 2024 THROUGH MARCH 31, 2025, UNDER THE SAME TERMS & CONDITIONS.

THIS SOLE SOURCE CONTRACT IS FOR A TERM OF ONE (1) YEAR WITH ONE (1) ONE (1) YEAR OPTION, BEGINNING APRIL 1, 2023 THROUGH MARCH 31, 2024.

REQUESTING AGENCIES SHALL ORDER PARTS TO FULFILL THEIR ACTUAL NEEDS. CONTRACT SHALL HAVE NO STIPULATION AS TO MINIMUM OR MAXIMUM QUANTITIES OR DOLLAR VALUE SPEND, AS ORDERS SHALL BE PLACED DIRECTLY TO THE SUPPLIER BY THE USING AUTHORITY AS NEEDED.

VENDOR CONTACT: HUMBERTO POMPA
VENDOR EMAIL: HPOMPA@ECONOLITE.COM
VENDOR PHONE: 240-381-3935

ELECTRONIC TRANSFER FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION

*** CONTINUED, NEXT PAGE ***

The Town Council of the Town of Easton will hold a Public Hearing Monday, May 6, 2024 at 5:40 p.m., in the Council Meeting Room, 14 S Harrison Street. The purpose of this hearing is to discuss amendments to the following Building Code Ordinances.

ORDINANCE NO. 812

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL BUILDING CODE 2021 AND AMENDMENTS THERETO.

ORDINANCE NO. 813

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL RESIDENTIAL CODE 2021 AND AMENDMENTS THERETO.

ORDINANCE NO. 814

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE RELATED TO THE ELECTRICAL CODE

ORDINANCE NO. 815

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL ENERGY CONSERVATION CODE 2021 AND AMENDMENTS THERETO.

ORDINANCE NO. 816

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL FUEL GAS CODE 2018 AND THE NFPA 58 LIQUEFIED PETROLEUM GAS CODE 2017 AND AMENDMENTS THERETO.

ORDINANCE NO. 817

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL MECHANICAL CODE 2021 AND
AMENDMENTS THERETO.

ORDINANCE NO. 818

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL PLUMBING CODE 2021 AND
AMENDMENTS THERETO.

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410-822-2525 during normal business hours by May 3, 2024.

Kathy M. Ruf
Town Clerk

TOWN OF EASTON
PUBLIC HEARING
Ordinance No. 819, Purchase Policy

The Council of the Town of Easton will hold a public hearing on Monday, May 6, 2024 at 5:45 P.M. in the Council Meeting Room, 14 South Harrison Street. The purpose of this hearing is to discuss Ordinance No. 819, "AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE PURCHASING POLICY OF THE TOWN CONTAINED IN CHAPTER 2 OF THE CODE OF THE TOWN OF EASTON TO ADDRESS FEDERAL GRANTS."

Persons wishing to attend or participate in the public hearing who require special accommodations or assistance because of a disability should contact the Town Clerk, Kathy Ruf at the Town Office, telephone number (410) 822-2525 during normal business hours by May 3, 2024.

Kathy M. Ruf
Town Clerk

ORDINANCE NO. 812

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL BUILDING CODE 2021 AND
AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to adopt a building code within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the Maryland Department of Labor has adopted the 2021 International Building Code with amendments in COMAR 09.12.51.04; and

WHEREAS, the Town of Easton is required by §12-505 of the Public Safety Article of the Annotated Code of Maryland to implement and enforce the most current version of the building code and any local amendments within 12 months after adoption by the State.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-11.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-11.1 International Building Code ~~2018~~2021. The International Building Code ~~2018~~2021, with the modifications found in § 6-11.2 of this article and the State modifications in COMAR 09.12.51.04, is incorporated by reference. The International Building Code ~~2018~~2021 shall be known and cited as the Town of Easton Building Code for Commercial, Residential, and Industrial Buildings. (Ordinance 812 effective July 1, 2024, historical reference 16, 17, 25, 27, 33, 34, 41, 42, 44, 45, 71, 73, 76, 82, 86, 90, 93, 110, 115, 180, 238, 325, 405, 417, 448, 562, 567, 599, 652, 735)

Section 3. Section 101.2 Scope of Chapter 6, § 6-11.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

101.2 Scope. The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one- and two- family dwellings and multiple singles-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structure shall comply with the Town of Easton, Building Code for Residential One and Two Family Dwellings under Chapter 6, Article III.
- ~~2. Existing buildings undergoing repair, alterations or additions, and change of occupancy shall comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58.~~
2. Existing buildings undergoing repair, alterations or additions, and change of occupancy with the intent of having alternative approaches permitted in order to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alterations or additions, and change of occupancy of existing buildings shall comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58. The 2021 International Existing Building Code, as incorporated by reference, shall constitute the Maryland Building Rehabilitation Code.
3. Maintenance of all structures, dwellings and premises shall comply with the Town of Easton, Minimum Property Maintenance Standards under Chapter 11 of the Town of Easton Code.

Section 4. Section 101.2.2 Additional Scope of Chapter 6, § 6-11.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

101.2.2 Additional Scope. ~~In addition to the requirements contained in the International Building Code the following requirements shall be in addition to those in the International Building Code. The following requirements shall be in addition to the requirements contained in the International Building Code:~~

Section 5. Section 101.4 Intent of Chapter 6, § 6-11.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

101.4 Intent. The purpose of this code is to establish the minimum requirements to ~~to safeguard the public health provide a reasonable level of~~, safety, health, and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment.

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 6. Sections 6-11.2.4, 6-11.2.5, and 6-11.2.6, of the Code of the Town of Easton are hereby deleted and shall be shown as Reserved.

Section 7. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 8. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 813

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL RESIDENTIAL CODE 2021 AND
AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to adopt a building code within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the Maryland Department of Labor has adopted the 2021 International Residential Code with amendments in COMAR 09.12.51.04; and

WHEREAS, the Town of Easton is required by §12-505 of the Public Safety Article of the Annotated Code of Maryland to implement and enforce the most current version of the building code and any local amendments within 12 months after adoption by the State.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-12.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-12.1 International Residential Code ~~2018~~ 2021. The International Residential Code ~~2018~~ 2021, with the modifications found in § 6-12.2 of this article and the State modifications found in COMAR 09.12.51.04, is incorporated by reference. The International Residential Code ~~2018~~ 2021 shall be known and cited as the Town of Easton Building Code for One and Two Family Dwellings. (Ordinance 813 effective July 1, 2024, historical reference 16, 17, 25, 27, 33, 34, 41, 42, 44, 45, 71, 73, 76, 82, 86, 90, 93, 110, 115, 180, 238, 325, 405, 417, 448, 566, 600, 653, and 736)

Section 3. Section R101.2 of Chapter 6, § 6-12.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

R101.2 Scope. The provisions of the *International Residential Code for One and Two Family Dwellings* shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.

Exception #1: The following shall be permitted to be constructed in accordance with this code where provided with a residential fire sprinkler complying with Section P2904.

1. Live/work units located in townhouses and complying with the requirements of Section 419 of the International Building Code.
2. Owner-occupied lodging houses with five or fewer guestrooms.
3. A care facility with five or fewer persons receiving custodial care within a dwelling unit.
4. A care facility with five or fewer persons receiving medical care within a dwelling unit.
5. A care facility for five or fewer persons receiving care that are within a single-family dwelling.

Exception #2: Existing buildings undergoing repair, alterations or additions, and change of occupancy with the intent of having alternative approaches permitted in order to achieve compliance with minimum requirements to safeguard the public health, safety and welfare insofar as they are affected by the repair, alterations or additions, and change of occupancy of existing buildings shall comply with the Maryland Building Rehabilitation Code set forth in COMAR 09.12.58. The 2021 International Existing Building Code.

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Section 4. Section R101.3 of Chapter 6, § 6-12.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

~~—R101.3 Purpose. The purpose of this code is to establish the minimum requirements to safeguard life or limb, health and public welfare. Intent. The purpose of this code is to establish minimum requirements to safeguard the public safety, health and general welfare through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment, and to provide safety to fire fighters and emergency responders during emergency operations.~~

Section 5. Section R102.4 of Chapter 6, § 6-12.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

R102.4 Referenced Codes. The other codes listed in Section R102.4 through ~~R401.4.7~~R 102.4.7 shall be considered as reference only and shall be superseded by the current; Electrical, Gas, Mechanical, Plumbing, Property Maintenance, Fire Prevention, and Energy Codes as adopted by the Easton Town Council, if any.

Section 6. Section R102.5 of Chapter 6, § 6-12.2.1 of the Code of the Town of Easton is hereby amended to read as follows:

R102.5 Appendices. The Town of Easton shall adopt the following appendices: Appendix ~~AAA~~ Sizing and Capacities of Gas Piping; Appendix ~~BAB~~ Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents; Appendix ~~EAC~~ Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems; Appendix ~~DAD~~ Recommended Procedure for Safety Inspection of an Existing Appliance Installation; Appendix ~~FAF~~ Radon Control Methods; Appendix ~~GAG~~ Piping Standards for Various Applications; Appendix ~~HAI~~ Patio Covers; with respect to Appendix ~~IAI~~, Private Sewerage Disposal systems that are specifically approved or legally exist within the Town of Easton shall conform to the provisions, inspections and requirements of the Talbot County Health Department, Appendix ~~KAK~~ Sound Transmission; Appendix ~~MAM~~ Home Day Care-R-3 Occupancy; Appendix ~~NAN~~ Venting Methods; Appendix ~~QAO~~ Automatic Vehicular Gates; Appendix ~~PAP~~ Sizing of Water Piping Systems; Appendix ~~QAO~~ Tiny Houses; Appendix ~~RAR~~ Light Straw-Clay Construction; Appendix ~~SAS~~ Strawbale Construction; and Appendix ~~FAT~~ Solar-Ready Provisions-Detached One and Two Family Dwellings and Townhouses. (Ordinance 813 effective July 1, 2024, historical reference 653 and 736)

Section 7. Chapter 6, § 6-12.2.3 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-12.2.3 Chapter 3. Building Planning. Insert the following values into Table R201.2(1) (Ordinance 813 effective July 1, 2024, historical reference 448, 562, 566, 600, and 736)

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIREMENT	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
	Speed (mph)	Topographic effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite				
30 psf	115	No	No	No	A	Sever	24 inches	Moderate to Heavy	No	See footnote "a"	1,500 or less	56.8° F

a. Jurisdiction's entry into the National Flood Insurance Program -- 17 Sept 1984. The Town of Easton Flood Insurance Rate Map became effective through Ordinance 626 -- 22 July 2013.

Section 8. Chapter 6, § 6-12.2.5 of the Code of the Town of Easton and corresponding Section R311.7.8 are hereby deleted and shall be shown as Reserved as shown below:

§ 6-12.2.5 (Reserved) (Ordinance 813 effective July 1, 2024, historical reference 448, 562, 566, 600, and 736)

Section 9. Chapter 6, § 6-12.2.6 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-12.2.6 Chapter 3. Building Planning. Delete Section R311.7.8.4 Continuity and replace with the following: (Ordinance 813 effective July 1, 2024, historical reference 448, 562, 566, 600, and 736)

R311.7.8.4 Continuity. All required handrails shall be continuous the full length of the ~~stairway-flight~~ from a point directly above the top riser to a point directly above the lowest riser of the ~~stairway~~flight. Handrail ends shall be returned to the wall or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have a space of not less than 1 ½ inch (38 mm) between the wall and the handrails.

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 10. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 11. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 814

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
RELATED TO THE ELECTRICAL CODE

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, the Town of Easton has established its own electrical code and amendments under the provisions of § 12-603(2) of the Public Safety Article of the Annotated Code of Maryland; and

WHEREAS, by Ordinance 737 the Town of Easton adopted the NFPA 70 National Electrical Code and local amendments that are consistent with those found in other sections of the Town Code; and

WHEREAS, the Town of Easton wishes to modify provisions of the electrical code

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-3.6.5 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-3.6.5 Electrical Codes (Ordinance 814 effective July 1, 2024, historical reference 562)

- ~~1. Installation of one single phase, 20 ampere or less, electrical branch circuit.~~
21. Installation or replacement of equipment approved for connection to suitable permanent installed receptacles.
32. Replacement of devices: switches, lamp sockets and receptacles.
43. Repair or replacement of branch circuit over current devices of the required capacity in the same location.
54. Minor maintenance and repairs such as tightening connections on a device.

Section 3. Section 80.6 of Chapter 6, § 6-13.2.6 of the Code of the Town of Easton is hereby amended to read as follows:

80.6 Requirement for Plans and Specification. The Building Inspection Division may require construction documents, engineering calculations, diagrams, schedules and other data for the proposed work when in their discretion such requirement is deemed necessary. Such plans and specifications shall be filed in ~~duplicate~~triplicate with the Building Inspection Division at the time such application for permit is made.

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 4. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 5. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 815

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL ENERGY CONSERVATION
CODE 2021 AND AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the Maryland Department of Labor has adopted the International Energy Code 2021 with amendments in COMAR 09.12.51.04; and

WHEREAS, the Town of Easton is required by §12-505 of the Public Safety Article of the Annotated Code of Maryland to implement and enforce the most current version of the code and any local amendments within 12 months after adoption by the State.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-14.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-14.1 International Energy Conservation Code 2018. The International Energy Conservation Code ~~2018~~ 2021, with the modifications found in § 6-14.2 of this article and the State modifications in COMAR 09.12.51.04, is incorporated by reference. (Ordinance 815 effective July 1, 2024, historical reference 90, 403, 568, 602, and 655, 738)

Section 3. Chapter 6, §§ 6-14.2.6, 6-14.2.7, and 6-14.2.8 of the Code of the Town of Easton are hereby deleted in their entirety.

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red

underline.

Section 4. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 5. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 816

AN ORDINANCE OF THE TOWN OF EASTON AMENDING CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE TO ADOPT THE INTERNATIONAL FUEL GAS CODE 2018 AND THE NFPA 58 LIQUEFIED PETROLEUM GAS CODE 2017 AND AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the Maryland Department of Labor has adopted the 2018 International Fuel Gas Code with amendments in COMAR 09.20.01.06 and the NFPA 58 Liquefied Petroleum Gas Code 2017 with amendments in COMAR 09.20.01.07; and

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-15.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-15.1 International Fuel Gas Code ~~2015~~ 2018. The International Fuel Gas Code ~~2015~~ 2018, with the modifications found in § 6-15.2 of this article and the State modifications in COMAR 09.20.01.06, is incorporated by reference. (Ordinance 816 effective July 1, 2024, historical reference 604 and 657, 739)

Section 3. Chapter 6, § 6-15.2. of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-15.2. International Fuel Gas Amendments. Amendments for the International ~~Mechanical~~ Fuel Gas Code are as follows: (Ordinance 816 effective July 1, 2024, historical reference 603)

Section 4. Chapter 6, § 6-15.3 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-15.3 NFPA 58 Liquefied Petroleum Gas Code ~~2014~~ 2017. The NFPA 58 Liquefied Petroleum Gas Code ~~2014~~ 2017, with the modifications found in § 6-15.4 of this article and the State modifications in COMAR 09.20.01.07, is incorporated by reference. (Ordinance 816 effective July 1, 2024, historical reference 603 and 656)

Section 5. Chapter 6 of the Code of the Town of Easton shall be amended to add a new § 6-15.4.3 to read as follows:

§ 6-15.4.3 Chapter 4. Gas Piping Installations. Delete Section 403.4.2 Steel and replace with the following:

403.4.2 Steel. Steel, Stainless Steel, and wrought iron pipe shall not be less than standard weight Schedule 40 and shall comply with one of the following standards:

1. ASME B36.10M
2. ASTM A53/A53M
3. ASTM A106
4. ASTM A312

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 6. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 7. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 817

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL MECHANICAL CODE 2021 AND
AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the State Board of Heating, Ventilation, Air Conditioning and Refrigeration Contractors has adopted the International Mechanical Code 2021 with amendments in COMAR 09.15.05.02.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-16.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-16.1 **International Mechanical Code 2018 2021.** The International Mechanical Code ~~2018~~ 2021, with the modifications found in § 6-16.2 of this article and the State modifications found in COMAR 09.15.05.02, is incorporated by reference. (Ordinance 817 effective July 1, 2024, historical reference 604, 657, and 739)

Section 3. Chapter 6, § 6-16.2.4 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-16.2.4 **Chapter 1. General Regulations.** Delete Section 101.3 ~~Intent Purpose~~ and replace with the following: (Ordinance 817 effective July 1, 2024, historical reference 604 and 739)

101.3 ~~Intent Purpose.~~ The purpose of this code is to provide minimum ~~standards~~

requirements to safeguard ~~life or limb~~, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of mechanical systems. If a conflict arises as to methods of installation, maintenance, and repair under this Code, the manufacture's operation and installation manual shall govern.

Section 4. Chapter 6, § 6-16.2.6 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-16.2.6 Chapter 2. Definitions. The definition of Repair in Section 202 is amended to read as follows: (Ordinance 817 effective July 1, 2024, historical reference 604 and 739)

REPAIR. To put back in good condition, fix, to renew parts, to make existing systems function. ~~Anything that can be made to work is repairable.~~ The replacement of a system component ~~or a condenser unit, air handling unit, furnace, or boiler, which make up a system~~ shall constitute ~~altering or remodeling~~ replacement, not repair.

Section 5. Chapter 6, § 6-16.2.8 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-16.2.8 Chapter 3. General Regulations. Table 301.2.1 Design Conditions-Temperature is amended to read as follows: (Ordinance 817 effective July 1, 2024, historical reference 604 and 739)

TOWN OF EASTON DESIGN CONDITIONS - TEMPERATURES						
Winter		Summer				
Design Temp.	Heating Degree Days Below 65°	Design Temp. Dry Bulb	Coincident Design Wet Bulb	Grains Difference 55% RH	Grains Difference 50% RH	Daily Range
<u>21° F</u>	<u>4077</u>	<u>90° F</u>	75	<u>38</u>	<u>45</u>	<u>16°F-25°F</u>

Section 6. Chapter 6, § 6-16.2.12 of the Code of the Town of Easton is hereby deleted and shown as Reserved. (Ordinance 817 effective July 1, 2024, historical reference 604 and 739)

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 7. If any section, clause, paragraph, sentence or phrase of the Ordinance or

the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 8. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 818

AN ORDINANCE OF THE TOWN OF EASTON AMENDING
CHAPTER 6 BUILDING CODES OF THE TOWN OF EASTON CODE
TO ADOPT THE INTERNATIONAL PLUMBING CODE 2021 AND
AMENDMENTS THERETO

INTRODUCED BY: _____

WHEREAS, the Town of Easton is authorized by § 5-211 of the Local Government Article of the Annotated Code of Maryland to enact ordinances concerning building codes within the Town of Easton; and

WHEREAS, Article II Section 12 of the Charter of the Town of Easton authorizes the Town Council to adopt codes of technical regulations by reference; and

WHEREAS, the State Board of Plumbing has adopted the International Plumbing Code 2021 with amendments in COMAR 09.20.01.02.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6, § 6-17.1 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-17.1 International Plumbing Code ~~2018~~ 2021. The International Plumbing Code ~~2018~~ 2021, with the modifications found in § 6-17.2 of this article ~~and the State modifications found in COMAR 09.20.01.02~~, is incorporated by reference. (Ordinance 818 effective July 1, 2024, historical reference 12, 605, 658, and 740)

Section 3. Chapter 6, § 6-17.2.2 of the Code of the Town of Easton is hereby deleted and shown as Reserved. (Ordinance 818 effective July 1, 2024, historical reference 605)

Section 4. Chapter 6, § 6-17.2.13 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-17.2.13 Chapter 3. General Regulation. Add Section ~~303.5~~ 303.6 Uniform Color Code, to read as follows: (Ordinance 818 effective July 1, 2024, historical reference 605)

~~303.5~~ 303.6 **Uniform Color Code.** All non-potable water shall be identified in accordance with Section 608.8. all subsurface pipes must be permanently marked or completely colorized for easy identification as follows:

~~303.5.1~~ 303.6.1 **YELLOW.** Gas, oil, steam, petroleum, or gaseous materials.

~~303.5.2~~ 303.6.2 **BLUE.** Water

~~303.5.3~~ 303.6.3 **LAVENDER.** Reclaimed water

Section 5. Chapter 6, § 6-17.2.18 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-17.2.18 Chapter 5. Water Heaters. Add Section 501.2.1 Water Circulation to read as follows: (Ordinance 818 effective July 1, 2024, historical reference 605)

~~105.2.1~~ 501.2.1 **Water Circulation.** The system shall be equipped with a means to prevent and provide for periodic circulation between the water heater and the exchanger during off seasons.

Section 6. Chapter 6, § 6-17.2.19 of the Code of the Town of Easton is hereby amended to read as follows:

§ 6-17.2.19 Chapter 5. Water Heaters. Add Section 501.2.2 Information sheet to read as follows: (Ordinance 818 effective July 1, 2024, historical reference 605)

~~105.2.1~~ 501.2.2 **Information Sheet.** For all such devices used in Maryland, an informational sheet shall be provided that outlines all of the requirements of ~~COMAR 09.20.01.02(F)(1)~~ 501.2.

Section 7. Chapter 6, § 6-17.2.26 of the Code of the Town of Easton is hereby amended to Delete Section 913.3.3, which shall be shown as Reserved. (Ordinance 818 effective July 1, 2024, historical reference 605)

Language to be deleted is shown in ~~red-strikeout~~, and language to be added is shown in red underline.

Section 8. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 9. This Ordinance shall be effective July 1, 2024.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024

ORDINANCE NO. 819

AN ORDINANCE OF THE TOWN OF EASTON AMENDING THE
PURCHASING POLICY OF THE TOWN CONTAINED IN CHAPTER
2 OF THE CODE OF THE TOWN OF EASTON TO ADDRESS
FEDERAL GRANTS

INTRODUCED BY: _____

WHEREAS, the Town wishes to amend its purchasing provisions in the Town Code to address procurement standards under the Code of Federal Regulations Title 2 Part 200 for Federal Grants.

NOW, THEREFORE, be it ordained by the Town of Easton that:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 2 Administration, Article V. Purchasing, Section 2-16 of the Town Code shall be amended to add: “(F) Federal Grant: For the procurement of all materials and services pursuant to Federal Grant programs, the Town shall follow the Federal Guidelines for procurement and bidding processes, including the Code of Federal Regulations §200.317 through §200.327.”

Section 3. In accordance with Article II Section 9 of the Easton Town Charter, this ordinance shall become effective twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor’s veto.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a ye and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____

Megan JM Cook, Mayor

EFFECTIVE DATE: _____, 2024.

ORDINANCE NO. 822

AN ORDINANCE OF THE TOWN OF EASTON ADDING A NEW
CHAPTER 6C OF THE CODE OF THE TOWN OF EASTON TO
ADOPT PROVISIONS RELATED TO ILLICIT DISCHARGES

INTRODUCED BY: _____

WHEREAS, the United State Environmental Protection Agency (EPA) through 40 CFR Part 122 has revised the regulations governing regulated small municipal separate storm sewer systems (MS4); and

WHEREAS, the Town of Easton is a regulated small municipal separate storm sewer system through a General Permit issued by the Maryland Department of the Environment (MDE); and

WHEREAS, the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems identifies the Minimum Control Measures for implementation to achieve compliance; and

WHEREAS, Illicit Discharge Detection and Elimination is one of the six Minimum Control Measures defined in the General Permit; and

WHEREAS, the General Permit requires that regulated municipalities adopt an ordinance that prohibits illicit discharge into the storm sewer system and establishes legal means for gaining access to private property to investigate and eliminate illicit storm drain system discharges; and

WHEREAS, the Town of Easton desires to add a new Chapter 6C of the Code of the Town of Easton to regulate illicit discharges into the municipal separate storm sewer system.

NOW, THEREFORE, be it ordained by the Town of Easton:

Section 1. The recitals set forth above are incorporated herein by reference and made a part of this Ordinance.

Section 2. Chapter 6C is hereby added to the Code of the Town of Easton to read as shown on the attached Exhibit A.

Section 3. The Town Engineer is authorized to adopt Standard Operating

Procedures and Forms which shall be consistent with the Code and other applicable law.

Section 4. If any section, clause, paragraph, sentence or phrase of the Ordinance or the application thereof to any person, property, or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality shall in no way affect other provisions or any other application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application, and for this purpose the provisions of this Ordinance are declared severable.

Section 5. In accordance with Article II, Section 9 of the Easton Town Charter, this ordinance shall become effective on the later of twenty (20) calendar days after approval by the Mayor or passage of this ordinance by the Council over the Mayor's veto.

Curry	-
Abbatiello	-
Montgomery	-
Davis	-
Gunsallus	-

I hereby certify that the above Ordinance was passed by a yea and nay vote of the Council this _____ day of _____, 2024.

Frank Gunsallus, Town Council President

Delivered to the Mayor by me this _____ day of _____, 2024.

Kathy M. Ruf, Town Clerk

APPROVED:

Date: _____
Megan J. M. Cook, Mayor

EFFECTIVE DATE: _____, 2024



ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE

TOWN OF EASTON, MARYLAND

April 2024

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1.0 Purpose and Objectives

- A. The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of the Town of Easton through the regulation of non-storm water discharges to the storm drainage system. This chapter establishes definitions for illicit discharges and prohibits illicit discharges into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit.
- B. The objectives of this chapter are:
- (1) To regulate the contribution of pollutants to the municipal separate storm sewer system by stormwater discharges by any user;
 - (2) To prohibit Illicit Discharges and Connections to the municipal separate storm sewer system;
 - (3) To prevent non-stormwater discharges to the municipal separate storm sewer system generated as a result of spills, inappropriate dumping or disposal; and
 - (4) To establish legal authority to carry out all inspection, monitoring and enforcement necessary to ensure compliance with this chapter.
- C. Incorporation by reference:
- (1) Illicit Discharge Detection and Elimination standard operating procedures (2024)

2.0 Definitions

- A. The following definitions are provided for the terms used in this Ordinance:
- (1) "Best Management Practice: means a structural device or nonstructural practice designed to temporarily store or treat stormwater runoff in order to mitigate flooding and/or reduce pollutants.
 - (2) "Construction Activity" is an activity subject to NPDES Construction Permits, including construction projects resulting in land disturbance of one (1) acre or more, and projects resulting in less than one (1) acre of disturbance if part of a larger development plan. Such activities include, but are not limited to clearing and grubbing, grading, excavating and demolition.
 - (3) "Hazardous Materials" are any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed.
 - (4) "Illicit Connections" are defined as any drain or conveyance, whether on the surface or subsurface, which allow any illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or

connection had been previously allowed, permitted or approved by Town, State or Federal Agencies.

- (5) "Illicit Discharge" is any direct or indirect non-storm water discharge to the storm drain system, except as exempted by this chapter.
- (6) "Industrial Activity" is an activity subject to NPDES Industrial Permits. The Stormwater discharges associated with Industrial Activities are defined in 40 CFR, Section 122.26 (b)(14).
- (7) "Municipal Separate Storm Sewer System" (MS4) is the storm drain system of conveyances, owned and operated by the Town of Easton, designed or used for collecting or conveying stormwater.
- (8) "National Pollutant Discharge Elimination System" (NPDES) Storm Water Discharge Permit is a permit issued by Environmental Protection Agency or by the State of Maryland Department of the Environment, that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual property, or on general area-wide basis. The permit contains limits on what can be discharged, and monitoring and reporting requirements.
- (9) "Non-Storm Water Discharge" is any discharge to the storm drain system that is not composed entirely of storm water.
- (10) "Oil" refers to any kind of oil in any form, including but not limited to petroleum, fuel oil, crude oil, synthetic oil, motor oil, bio-fuel, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.
- (11) "Pesticide" is a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.
- (12) "Pollutant" is anything which causes or contributes to pollution. Pollutants may include, but are not limited to paints, varnishes and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes (including grass clippings); refuse, rubbish, garbage, litter or other discarded or abandoned objects, that may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal and pet waste; wastes and residues that result from constructing a building or structure; and, noxious or offensive matter of any kind.
- (13) "Premises" refers to any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking.
- (14) "Storm Drainage System" refers to the facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, best management practices, natural and human-made or altered drainage channels, reservoirs and other drainage structures.
- (15) "Stormwater Pollution Prevention Plan" is a document which describes the Best Management Practices and activities to be implemented by a person or

business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems and/or receiving waters to the maximum extent practicable in complying with the General Permit For Discharges of Stormwater Associated With Industrial Activity.

3.0 Prohibited Discharges into System

- A. The specific prohibitions and requirements in this section do not include all the discharges prohibited, but are provided to address specific discharges that are frequently found or are known to occur. No person shall release or allow to be released any of the following substances into the municipal separate storm sewer system:
- (1) Any new or used petroleum product.
 - (2) Any industrial waste.
 - (3) Any hazardous substance or hazardous waste, including household hazardous waste.
 - (4) Any domestic sewage or septic tank waste, grease trap or grease interceptor waste, holding tank waste, waste oil bins, or grit trap waste.
 - (5) Any garbage, rubbish or other waste.
 - (6) Any new or used paints, including latex-based paints, oil-based paints, stains, varnish, and primers, as well as cleaning solvents and other associated products.
 - (7) Any yard waste that has been moved or gathered by a person.
 - (8) Any wastewater that contains soap, detergent, degreaser, solvent, or surfactant-based cleaner from a commercial motor vehicle wash facility; from any vehicle washing, cleaning, or maintenance at any new or used motor vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning or maintenance of any business or commercial or public service vehicle, including a truck, bus or heavy equipment.
 - (9) Any wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains soap, detergent, degreaser, solvent, or any surfactant based cleaner.
 - (10) Any wastewater from commercial floor, rug, or carpet cleaning.
 - (11) Any wastewater from the wash down or other cleaning of pavement that contains any soap, detergent solvent, degreaser, emulsifier, dispersant, or other cleaning substance; or any wastewater from the wash down or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum hazardous substance has occurred, unless all such materials have been previously removed.
 - (12) Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emission filter, or the blowdown from a boiler.

- (13) Any ready-mixed concrete, mortar, ceramic, or asphalt base material or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material.
 - (14) Any runoff, wash down water or waste from any animal pen, kennel, fowl or livestock containment area or any pet wastes generally.
 - (15) Any swimming pool, fountain or spa water or other water containing a harmful level of chlorine per Maryland Department of the Environment regulations.
 - (16) Any discharge from water line disinfection by super chlorination if it contains a harmful level of chlorine (>0.1 ppm) at the point of entry into the municipal separate storm sewer system or surface waters.
 - (17) Any contaminated runoff from a vehicle wrecking or storage yard.
 - (18) Any substance or material that will damage, block, or clog the municipal separate storm sewer system.
 - (19) Any release from a petroleum storage tank, or any leachate or runoff from soil contaminated by leaking petroleum storage tank; or any discharge of pumped, confined, or treated wastewater from the remediation of any such petroleum storage tank release, unless the discharge has received an NPDES permit from the state.
 - (20) Any other discharge that causes or contributes to causing the Town of Easton to violate a state water quality standard, the Town of Easton's NPDES stormwater permits, or any state-issued discharge permit for discharges from its municipal separate storm sewer system.
- B. No person shall release or cause to be released into the municipal separate storm sewer system any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured by employing sediment and erosion control measures.
- C. All pesticides, herbicides, and fertilizers shall be used in accordance with manufacturer recommendations. Pesticides, herbicides and fertilizers shall be stored, transported and disposed of in a manner to prevent release to the municipal separate storm sewer system.
- D. No person shall tamper with, destroy, vandalize, or render inoperable any Best Management Practices that have been installed for the purpose of eliminating or minimizing pollutant discharges, nor shall any person fail to install or fail to properly maintain any Best Management Practices that have been required by the Town of Easton or by other local, state, or federal jurisdictions.

4.0 Exempt Discharges

- A. Unless identified as a significant source of pollutants to waters of the State, the following non-storm water discharges are examples of activities allowed to enter the municipal separate storm sewer system.
- (1) Water line flushing performed by a government agency.

- (2) Drainage of municipal water storage tanks.
- (3) Discharges or flows from firefighting activities.
- (4) Individual residential vehicle washing.
- (5) Irrigation water.
- (6) Uncontaminated groundwater infiltration to separate storm sewer.
- (7) Dechlorinated swimming pool discharges in compliance with Maryland Department of the Environment regulations.

5.0 Prohibition of Illicit Connections

- A. No person shall discharge or cause to be discharged through an illicit connection to the municipal separate storm sewer system operated by the Town of Easton any domestic sewage, non-contact cooling water, process wastewater, or other industrial waste.
- B. The construction, use, maintenance or continued existence of any illicit connections to the storm drain system is prohibited.
- C. This prohibition expressly includes, without limitation, any illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- D. A person is considered to be in violation if the person connects a line conveying sewage to the municipal separate storm sewer system or allows such a connection to continue.
- E. Any owner or person responsible for a property or premises, which is, or may be, the source of an illicit discharge, shall be required to implement, at the owner's or person's expense, the Best Management Practice necessary to prevent the further discharge of pollutants to the municipal storm sewer system. Compliance with all terms and conditions of a valid National Pollutant Discharge Elimination System permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this section.

6.0 Access and Inspection/Monitoring of Properties and Facilities

- A. When the Town of Easton has reasonable cause to believe that an illicit discharge code violation exists or when entry is required for periodic inspections and monitoring to determine compliance, then the Town of Easton is authorized to enter the structure or premises at reasonable times to inspect.
- B. Prior to inspection, the Town of Easton must make reasonable efforts to locate the owner or other person having charge or control of the structure or premises to request entry. If entry is refused or not obtained, the Town is authorized to pursue recourse as provided by law.
- C. The Town shall have the right to enter any premises where there is evidence or suspicion that a violation of this Ordinance exists which poses an immediate threat to the public health and safety for the purposes of performing duties pursuant to the provisions of this Ordinance. The Town representative shall produce proof of identity prior to entry, and must also provide evidence or proof of suspicion of imminent threat to public health and safety.

7.0 Enforcement Actions

- A. Notification of Violation. Whenever the Town of Easton finds that any user has violated or is violating any local, state or federal illicit discharge requirements or any condition of this chapter, the Town of Easton shall serve the user with a written notice of violation stating the standard or requirement violated and the nature of the violation. The Town of Easton may require the user to respond within thirty (30) days of the notice of violation with a plan for the satisfactory correction thereof which shall be submitted, if required, to the Town by the user. The Town of Easton may require written proof of proper disposal of prohibited items, such as waste manifests.
- B. Compliance Orders. When the Town of Easton finds that a user has violated or continues to violate this chapter, the Town of Easton may issue an order to the user responsible for the illicit discharge, directing that the user come into compliance. Compliance orders may also contain other requirements to address the noncompliance, including self-monitoring and management practices. Issuance of a compliance order shall not be a prerequisite to taking any other action against the user.
- C. Cease and Desist Orders. When the Town of Easton finds that a user is violating this chapter, the Town of Easton may issue an order to the user directing it to cease and desist all such violations and directing the user to immediately comply with all requirements and to take such appropriate remedial or preventive action as may be needed to properly address a violation, including halting operations and/or terminating the illicit discharge.
- D. Supplemental Enforcement Action. The Town of Easton may assess a fee to the user responsible for an illicit discharge that results in expenses to the Town of Easton, that exceed the cost of normal operations, as compensation to the Town of Easton for said expenses. These fees may include, but shall not be limited to cleanup, disposal and repair costs. All labor shall be assessed at the hourly rate of the employee(s) involved with an additional thirty percent (30%) for overhead.
- E. Judicial Enforcement Remedies. If any person discharges an illicit discharge into the Town of Easton 's municipal separate storm sewer system contrary to the provisions of this chapter or any order of the Town of Easton, an action for appropriate legal and/or equitable relief may be commenced.
 - (1) Injunctive Relief.
 - (a) In General. The Town of Easton may bring an action for an injunction against any person who violates any provision of this chapter or any rules, regulation, order, or permit adopted or issued under this chapter.
 - (b) Findings. In any action for an injunction under this section, any finding by a Court after hearing is prima facie evidence of each fact the court determines.
 - (c) Grounds. On a showing that any person is violating or is about to violate this subtitle or any rule, regulation, order, or permit adopted or issued by the Town of Easton, the court shall grant an injunction without requiring a showing of a lack of an adequate remedy at law.

- (d) Emergency. If an emergency arises due to imminent danger to the public health or welfare, or imminent danger to the environment, the Town of Easton may enter the premises and take any emergency action necessary to stop or limit the danger to abate the public health and safety hazard without prior written notice to the owner or occupant of the premises. The Town may also seek an immediate injunction to stop any illicit discharge, pollution or other activity that is causing the danger. The Town may seek a court order assessing the costs of the abatement against the owner, tenant, licensee or other person causing or in association with the illicit discharge, illicit connection or that has or is maintaining a prohibited material.
- (2) Civil Penalties. Any user who is found to have violated or continues to violate an order of the Town of Easton or who has violated or continues to violate any provision of this chapter and the orders, rules and regulations issued hereunder shall be guilty of a municipal infraction and shall be liable for a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the Town of Easton may recover reasonable attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit at law against the user and/or person found to have violated this chapter or the orders, rules, regulations and permits issued hereunder.
- (3) Criminal Prosecution.
 - (a) Any person who knowingly makes any false statements, representations or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six months or by both.
 - (b) Any user who willfully or through gross negligence violates any provision of this chapter shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six months or by both.
 - (c) Any user who willfully or through gross negligence introduces any substance into the municipal separate storm sewer system which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six months or by both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.
- F. Remedies Nonexclusive. The provisions in this section are not exclusive. The Town of Easton reserves the right to take such other lawful action as is necessary to prevent or remedy any violation. Further, the Town of Easton is empowered to

institute more than one enforcement action against any noncompliant user. These actions may be taken concurrently.

- G. Costs. All mitigation and remediation measures under this Ordinance shall be completed at the owner's or responsible person's sole cost and expense. The Town reserves the right to request payment for any costs incurred from action performed by the Town to abate the illicit action. If payment is refused, the Town reserves the right to incur a lien against the property of the responsible party collectible in the same manner as real estate taxes.
- H. Permits pursuant to a violation. The Town of Easton may not issue any form of approval to the property, owner of the property or responsible personnel for the illicit discharge. The Town may not issue any permit, approval, variance, or special exception, unless the person seeking the permit has:
- (1) Fully paid all administrative, civil, or criminal penalties as set forth in Section G. above;
 - (2) Prepared a restoration or mitigation plan, approved by Easton, to abate impacts to water quality or natural resources as a result of the violation;
 - (3) Performed the abatement measures in the approved plan in accordance with the Easton regulations.
- I. Enforcement Appeals. Any person aggrieved by the action of any official charged with the enforcement of this Ordinance, as the result of the disapproval of a properly filed application for a permit, issuance of a written notice of violation, or an alleged failure to properly enforce the Ordinance in regard to a specific application, shall have the right to appeal the action to the Easton Board of Zoning Appeals. The appeal shall be filed in writing within 30 days of the date of official transmittal of the final decision or determination to the applicant, state clearly the grounds on which the appeal is based, and be processed in the manner prescribed for hearing administrative appeals under the Town of Easton Zoning Ordinance. For the purposes of this Ordinance, the Board of Appeals shall be the Board of Appeals established in the Town of Easton Zoning Ordinance. All provisions governing the Board of Zoning Appeals with respect to members, provisions for alternates, quorum, procedure, chairman, terms of office, etc., shall be applicable to appeals from this Ordinance.

8.0 EFFECTIVE DATE

And be it further enacted, that this Ordinance shall take effect twenty (20) days from the date it becomes adopted.

TOWN OF EASTON
CHECK REGISTER BY FUND

Prepared: 05/01/2024, 15:06:16
Program: GM179L

Selection Criteria:

From Date . . . : 04/01/2024
To Date . . . : 04/30/2024
or
From Period . . . :
To Period . . . :
Bank Code . . . : 00
Page Break by Fund: Y
Include Vendor No.: Y
Print Recap Only .: N

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CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83341	179	EWING INC, PAUL T	514303 514492 514538 514538 514565	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-52 001-3040-530.30-52 001-3040-530.30-52 001-3045-530.30-52 001-3045-530.30-52	10/2024 10/2024 10/2024 10/2024 10/2024 Total	43.00 110.00 274.90 219.90 550.00 1,619.09	
04/11/2024	83342	1269	FRATERNAL ORDER OF POLI	033124	MARCH 2024 LODGE DUES	001-0000-217.17-00	10/2024 Total	1,670.00 1,670.00	
04/11/2024	83343	3002	HARDY, KYLE M	032924	REIMB LUNCH/TRAINING	001-2020-520.30-40	10/2024 Total	24.53 24.53	
04/11/2024	83344	3125	HOWARD UNIFORM COMPANY	278111	MISC/EASTON POLICE	001-2020-520.30-37	10/2024 Total	199.80 199.80	
04/11/2024	83345	3094	J & A BOTTLELESS WATER	68377	SVCS/EASTON POLICE	001-2010-520.30-52	10/2024 Total	59.95 59.95	
04/11/2024	83346	264	KNOX & SON INC., JAMES	35003	SVCS/WATER ON @ PARKS	001-4010-540.30-46	10/2024 Total	629.92 629.92	
04/11/2024	83347	278	LOWE'S	01508 01692 90258 91083 95862	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-52 001-3040-530.30-52 001-4010-540.30-52 001-4010-540.30-52 001-3040-530.30-52	10/2024 10/2024 10/2024 10/2024 10/2024 Total	38.95 63.50 195.61 30.69 37.75 305.12	
04/11/2024	83348	322	MARYLAND ENVIRONMENTAL	336179 615920	3/18-29/24 WASTE SVCS 3/18-29/24 WASTE SVCS	001-3025-530.30-34 001-3025-530.30-34	10/2024 10/2024 Total	25,198.60 1,975.23 27,173.83	
04/11/2024	83349	3266	MARYLAND KUSTOMZ LLC	3040	WINDOW TINT/POLICE VEH.	001-2040-520.30-56	10/2024 Total	425.00 425.00	
04/11/2024	83350	2781	MARYLAND TRANSPORTATION	B1531134244399	TOLLS	001-2020-520.30-49	10/2024 Total	12.00 12.00	
04/11/2024	83351	2781	MARYLAND TRANSPORTATION	B1531134290780	TOLL	001-2040-520.30-56	10/2024 Total	6.00 6.00	
04/11/2024	83352	2533	MCI	031124 031924		001-2010-520.30-41 001-2010-520.30-41	10/2024 10/2024 Total	.06 37.82 37.88	
04/11/2024	83353	389	PIERSON COMFORT GROUP L	QB52141 QB52142		001-4010-540.30-44 001-4010-540.30-44	10/2024 10/2024 Total	210.00 157.00 367.00	
04/11/2024	83354	2901	QUADIENT FINANCE USA	IN 032124	POSTAGE	001-1400-514.30-41	10/2024 Total	1,000.00 1,000.00	

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83355	413 R E MICHEL CO LLC	310283654 310289605 310289697	FILTERS FILTERS FILTERS	001-2110-521.30-52 001-2110-521.30-52 001-2110-521.30-52	10/2024 10/2024 10/2024 Total	47.54 16.50- 15.88 46.92		
04/11/2024	83356	3005 RELIABLE CONCRETE SERVI	1532	SIDEWALK;C&G CONCRETE SVC	001-3040-530.30-34	10/2024 Total	2,808.75 2,808.75		
04/11/2024	83357	2513 SITEONE LANDSCAPE SUPPL	138922537-001	VALVE BOXES	001-4010-540.30-46	10/2024 Total	839.19 839.19		
04/11/2024	83358	3071 TALBOT COUNTY EMERGENCY	1267	YEARLY AED SVC/POLICE	001-2020-520.30-46	10/2024 Total	800.00 800.00		
04/11/2024	83359	3171 TECHFORCE	162	REPAIR WIRING/K9 DOG	001-2020-520.30-56	10/2024 Total	313.10 313.10		
04/11/2024	83360	1916 TOWN OF EASTON	040923	TRANSFER FOR CREDIT CARD	001-0000-101.73-00	10/2024 Total	50,000.00 50,000.00		
04/11/2024	83361	1513 TOWN OF EASTON FSA ACCO	040923	TRANSFER FUNDS - FSA	001-0000-101.72-00	10/2024 Total	50,000.00 50,000.00		
04/11/2024	83362	726 TRANS UNION LLC	02405255	MISC SVC/EASTON POLICE	001-2010-520.30-31	10/2024 Total	105.00 105.00		
04/11/2024	83363	2614 UNIFIRST CORPORATION	1430118155 1430118156 1430118156 1430118156 1430118157 1430118157 1430118158 1430118159	PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS PUB WORKS UNIFORMS	001-3025-530.30-36 001-3025-530.30-36 001-3040-530.30-36 001-3045-530.30-36 001-3010-530.30-36 001-3010-530.30-46 001-3040-530.30-36 001-3010-530.30-36	9/2024 9/2024 9/2024 9/2024 9/2024 9/2024 9/2024 9/2024 Total	105.47 29.27 82.69 57.33 41.69 11.09 100.53 22.82 450.89		
04/11/2024	83364	2067 UTILITY EASTERN SHORE T	2299838	MISCELLANEOUS PRODUCTS	001-3025-530.30-56	10/2024 Total	209.75 209.75		
04/11/2024	83365	2251 VERIZON	031324 031324 031324 031324 031324 031324 031324 031324 031324 031324A 031524	PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC PHONE SVC	001-1010-510.30-41 001-1050-510.30-41 001-1060-510.30-41 001-1065-510.30-41 001-1200-512.30-41 001-1310-513.30-41 001-2010-520.30-41 001-2210-522.30-41 001-2220-522.30-41 001-2310-523.30-41 001-3010-530.30-41 001-4010-540.30-41 001-2110-521.30-41 001-2010-520.30-41	10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024	5.68 13.49 11.38 24.03 32.46 24.03 1,038.30 32.46 24.03 32.46 210.73 10.78 994.33 48.83		

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83365	2251	VERIZON	031524A		001-2010-520.30-41		10/2024 Total	103.84 2,606.83
04/11/2024	83366	2423	VERIZON BUSINESS	64783687		001-2010-520.30-41		10/2024 Total	42.05 42.05
04/11/2024	83367	714	VERIZON WIRELESS	9959406175 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928 9959585928		001-1070-510.30-41 001-1010-510.30-41 001-1050-510.30-41 001-1060-510.30-41 001-1065-510.30-41 001-1070-510.30-41 001-1075-510.30-41 001-1310-513.30-41 001-1400-514.30-41 001-2210-522.30-41 001-2220-522.30-41 001-2310-523.30-41 001-3010-530.30-41 001-4010-540.30-41		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 10/2024 Total	189.90 169.60 32.34 42.40 42.40 224.63 42.40 42.40 64.68 84.74 42.40 214.49 691.26 169.54 2,053.18
04/11/2024	83368	714	VERIZON WIRELESS	9959875930		001-2010-520.30-41		10/2024 Total	4,360.61 4,360.61
04/11/2024	83369	515	WALMART	06494		001-2010-520.30-52		10/2024 Total	44.03 44.03
04/11/2024	83371	1220	XEROX CORPORATION	020919742	COPIER MAINT	001-2010-520.30-46		10/2024 Total	12.70 12.70
04/17/2024	83372	2923	ACME AUTO LEASING LLC	24040218 24040222	POLICE VEHICLE LEASES POLICE VEHICLE LEASES	001-8010-580.70-71 001-8010-580.70-71		10/2024 10/2024 Total	645.83 1,270.83 1,916.66
04/17/2024	83373	3186	ALL ROADS TRUCKS	9002897G		001-3040-530.30-56		10/2024 Total	1,779.92 1,779.92
04/17/2024	83374	98	APG MEDIA OF CHESAPEAKE	033124	ADVERTISING - POLICE	001-2010-520.30-48		10/2024 Total	4,200.00 4,200.00
04/17/2024	83376	1575	B&H PHOTO-VIDEO	222273675 222709882	COMPUTERS, DP & WORD PROC.	001-2020-520.30-52 001-2310-523.30-51		10/2024 10/2024 Total	212.96 252.58 465.54
04/17/2024	83377	59	BRAMBLE INC, DAVID A	32526		001-3045-530.30-52		10/2024 Total	447.89 447.89
04/17/2024	83378	3079	CARROLL INDEPENDENT FUE	111202-886237 111202-886237 111202-886237 111202-886237 111202-886237	3/1-15/24 FUEL PURCHASES 3/1-15/24 FUEL PURCHASES 3/1-15/24 FUEL PURCHASES 3/1-15/24 FUEL PURCHASES 3/1-15/24 FUEL PURCHASES	001-1400-514.30-55 001-2010-520.30-55 001-2020-520.30-55 001-2040-520.30-55 001-2210-522.30-55		10/2024 10/2024 10/2024 10/2024 10/2024	157.62 105.25 3,427.31 340.55 237.48

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/17/2024	83378	3079	CARROLL INDEPENDENT FUE	111202-886237	3/1-15/24 FUEL PURCHASES	001-2220-522.30-55		10/2024	78.19
				111202-886237	3/1-15/24 FUEL PURCHASES	001-2310-523.30-55		10/2024	503.91
				111202-886237	3/1-15/24 FUEL PURCHASES	001-3010-530.30-55		10/2024	58.46
				111202-886237	3/1-15/24 FUEL PURCHASES	001-3025-530.30-55		10/2024	3,722.44
				111202-886237	3/1-15/24 FUEL PURCHASES	001-3040-530.30-55		10/2024	5,066.65
				111202-886237	3/1-15/24 FUEL PURCHASES	001-3045-530.30-55		10/2024	738.42
				111202-886237	3/1-15/24 FUEL PURCHASES	001-4010-540.30-55		10/2024	366.70
								Total	14,802.98
04/17/2024	83379	6	CARTER MACHINERY COMPAN	5187167		001-3040-530.30-56		10/2024	355.75
								Total	355.75
04/17/2024	83380	1522	CHANEY ENTERPRISES	124030407	CONCRETE	001-3040-530.30-52		10/2024	1,434.63
								Total	1,434.63
04/17/2024	83381	1059	CHOPTANK ELECTRIC COOPE	040224	ST LIGHTS/EASTON CLUB E	001-3040-530.30-43		10/2024	909.00
								Total	909.00
04/17/2024	83382	2735	CHOPTANK SUPPLY INC	2403-023941	MISCELLANEOUS PRODUCTS	001-3040-530.30-37		10/2024	709.95
				2403-023942	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024	30.49
								Total	740.44
04/17/2024	83383	1603	CINTAS FIRST AID & SAFE	5204316090	1ST AID SUPPLIES/POLICE	001-2010-520.30-52		10/2024	84.35
								Total	84.35
04/17/2024	83384	3279	CONCEPT 2	5328009	MISC SUPPLY	001-2010-520.30-31		10/2024	1,240.00
								Total	1,240.00
04/17/2024	83385	1224	DEAN'S JANITORIAL SERVI	23526	JANITORIAL SVCS	001-4010-540.30-34		10/2024	2,412.00
				23575	JANITORIAL SVCS	001-3010-530.30-34		10/2024	480.00
				23594	JANITORIAL SVCS	001-1400-514.30-34		10/2024	1,090.00
				23594	JANITORIAL SVCS	001-6000-560.30-34	ED2401	10/2024	260.00
								Total	4,242.00
04/17/2024	83386	129	DEPENDABLE SSR LLC	1937	DIRT & BRUSH	001-3040-530.30-34		10/2024	2,127.28
				1937	DIRT & BRUSH	001-3045-530.30-34		10/2024	896.91
								Total	3,024.19
04/17/2024	83387	191	DPSCS- - ITCD	AB4-03-325	SVCS - EASTON POLICE	001-2010-520.30-46		10/2024	14.00
				AB4-03-325	SVCS - EASTON POLICE	001-2020-520.30-46		10/2024	7.00
								Total	21.00
04/17/2024	83389	2680	EASTERN SHORE AUTO PART	524740	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	5.79
				524777	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	9.51
				524963	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	8.23
				524964	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	6.39
				524977	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	5.79-
				525039	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	22.12
				525097	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024	65.93
				525317	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024	7.76
								Total	119.94
04/17/2024	83390	1000	EASTERN SHORE COFFEE &	226413		001-3025-530.30-52		10/2024	75.32

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/17/2024	83398	181	EWING DIETZ FOUNTAIN &	342	RETAINER/LEGAL SVCS	001-1150-511.30-31		10/2024	41.00
				342	RETAINER/LEGAL SVCS	001-1200-512.30-31		10/2024	123.00
				342	RETAINER/LEGAL SVCS	001-1310-513.30-31		10/2024	1,958.27
				342	RETAINER/LEGAL SVCS	001-2010-520.30-31		10/2024	451.00
				342	RETAINER/LEGAL SVCS	001-2210-522.30-31		10/2024	41.00
				342	RETAINER/LEGAL SVCS	001-2310-523.30-31		10/2024	1,824.50
				342	RETAINER/LEGAL SVCS	001-4010-540.30-31	24-26	10/2024	369.00
				342	RETAINER/LEGAL SVCS	001-6000-560.30-31		10/2024	831.86
				7	BASI BROTHERS ANNEX.	001-1310-513.30-31	AN0018	10/2024	195.00
				Total			12,320.77		
04/17/2024	83399	190	FEDEX	8-456-48191		001-1310-513.30-41	10/2024	93.81	
							Total	93.81	
04/17/2024	83400	2463	FIDELITY POWER SYSTEMS	FPSMC0059340		001-1400-514.30-46	10/2024	767.00	
				FPSMC0059340		001-3010-530.30-46	10/2024	767.00	
				FPS0096234		001-3010-530.30-46	10/2024	730.00	
				FPS0096236		001-1400-514.30-46	10/2024	730.00	
				Total		2,994.00			
04/17/2024	83401	3290	FLORES & ASSOCIATES	539106	APR '24 ADMIN RETIREE HRA	001-7020-570.10-23	10/2024	100.00	
						Total	100.00		
04/17/2024	83402	1982	FRED FREDERICK CHRYSLER	69607	REPAIR 2012 DODGE RAM	001-2020-520.30-56	10/2024	2,161.00	
						Total	2,161.00		
04/17/2024	83403	209	GANNON INC, CECIL H & S	36608	MOVE EXCAVATOR	001-3040-530.30-34	10/2024	300.00	
						Total	300.00		
04/17/2024	83405	2094	GOVCONNECTION INC	75139214	OTHER	001-2310-523.30-51	10/2024	219.31	
						Total	219.31		
04/17/2024	83406	3173	GRANT COUNTY MULCH	61732	MULCH	001-3040-530.30-52	10/2024	220.00	
						Total	220.00		
04/17/2024	83407	3121	GRIFFITH ENERGY SVCS IN	509315	DIESEL FUEL	001-2110-521.30-55	10/2024	721.21	
						Total	721.21		
04/17/2024	83408	226	HEALTH ENHANCEMENT CENT	59928	SERVICES	001-3025-530.30-31	10/2024	69.00	
				59928	SERVICES	001-3040-530.30-31	10/2024	47.00	
				59928	SERVICES	001-3045-530.30-31	10/2024	111.00	
				61079	SERVICES	001-1065-510.30-31	10/2024	47.00	
				61079	SERVICES	001-1070-510.30-31	10/2024	47.00	
				61079	SERVICES	001-1200-512.30-31	10/2024	47.00	
				61079	SERVICES	001-2310-523.30-31	10/2024	47.00	
				61079	SERVICES	001-3025-530.30-31	10/2024	121.00	
				61079	SERVICES	001-3040-530.30-31	10/2024	89.00	
				61079	SERVICES	001-3045-530.30-31	10/2024	121.00	
				SERVICES	001-4010-540.30-31	10/2024	42.00		
					Total	788.00			
04/17/2024	83409	9999999	HENRY WEALTH MANAGEMENT	000202948	TAX REFUNDS	001-0000-201.00-00	10/2024	186.03	
						Total	186.03		

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/17/2024	83410	2063	HERTRICH FORD OF EASTON	5053780		001-2020-520.30-56		10/2024 Total	275.95 275.95
04/17/2024	83411	2063	HERTRICH FORD OF EASTON	6106358		001-2020-520.30-56		10/2024 Total	237.35 237.35
04/17/2024	83412	239	HOPKINS SALES CO INC	478545		001-2110-521.30-52		10/2024 Total	231.46 231.46
04/17/2024	83413	258	JONES PEST CONTROL	1299 1300	PEST SVCS PEST SVCS	001-2110-521.30-46 001-2110-521.30-46		10/2024 10/2024 Total	150.00 375.00 525.00
04/17/2024	83414	1895	KELLNER, JENNIFER M	040524	REIMB/MEALS-TRAINING	001-2040-520.30-40		10/2024 Total	63.56 63.56
04/17/2024	83415	2039	LAW ENFORCEMENT TARGETS	592401-IN		001-2020-520.30-52		10/2024 Total	1,514.87 1,514.87
04/17/2024	83416	3265	LES LENTZ AUDIO/VIDEO	3146	POLICE AUDIO/VIDEO EQUIP	001-2010-520.30-52		10/2024 Total	1,926.00 1,926.00
04/17/2024	83417	3243	LOMBARDO AYERS & CO LLC	7108 7838	CONSULTING SVCS CONSULTING SVCS	001-1200-512.30-32 001-1200-512.30-32		10/2024 10/2024 Total	2,350.00 4,575.00 6,925.00
04/17/2024	83418	278	LOWE'S	76831 86449 90829		001-3040-530.30-52 001-3040-530.30-52 001-4010-540.30-52	20-36	10/2024 10/2024 10/2024 Total	1,095.40 66.46 39.01 1,200.87
04/17/2024	83419	278	LOWE'S	85791		001-2020-520.30-52		10/2024 Total	175.22 175.22
04/17/2024	83420	2289	M SAVAGE LANDSCAPE VEG.	040524	TREE & BRUSH REMOVAL	001-3040-530.30-34		10/2024 Total	3,850.00 3,850.00
04/17/2024	83421	3268	MACCHIA	041224	TRAINING/CPL J REIBLY	001-2040-520.30-33		10/2024 Total	250.00 250.00
04/17/2024	83422	333	MID-ATLANTIC WASTE SYST	PSO015016-1 PSO015378-1 SWO006308-1	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS REPAIRS T-6	001-3025-530.30-56 001-3025-530.30-56 001-3025-530.30-46		10/2024 10/2024 10/2024 Total	1,311.82 2,322.32 21,082.15 24,716.29
04/17/2024	83423	1456	MONROE SYSTEMS FOR BUSI	IN250850 IN250850	SHIPPING AND HANDLING PAPER (OFFICE, PRINT SHOP)	001-1200-512.30-35 001-1200-512.30-51		10/2024 10/2024 Total	185.00 88.00 273.00
04/17/2024	83424	2404	NORTHEASTERN SUPPLY INC	4126397		001-4010-540.30-46		10/2024 Total	489.44 489.44
04/17/2024	83425	1276	ORELLANA, MILTON	041224	REIMB/MEALS-TRAINING	001-2040-520.30-40		10/2024	100.28

CHECK DATE	CHECK NUMBER	CHECK VENDOR	CHECK NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/17/2024	83425	1276	ORELLANA, MILTON	041224	REIMB/MEALS-TRAINING	001-2040-520.30-55		10/2024 Total	50.97 151.25
04/17/2024	83426	372	P & M HYDRAULICS INC	43744	MISCELLANEOUS PRODUCTS	001-3040-530.30-56		10/2024 Total	444.36 444.36
04/17/2024	83428	2497	POTOMAC VALLEY BRICK &	3904465		001-3045-530.30-52		10/2024 Total	69.75 69.75
04/17/2024	83429	2216	QUADIENT LEASING USA IN	Q1278631	LEASE PYMT	001-2010-520.30-46		10/2024 Total	158.97 158.97
04/17/2024	83430	3005	RELIABLE CONCRETE SERVI	1532		001-3040-530.30-34		10/2024 Total	2,099.75 2,099.75
04/17/2024	83431	1570	REPUBLIC SERVICES #426	426001077908 426001077908A	MARCH 2024 RECYCLING SVCS MARCH 2024 RECYCLING SVCS	001-3025-530.30-34 001-3025-530.30-34		10/2024 10/2024 Total	43,486.39 4,015.18 47,501.57
04/17/2024	83433	9999999	SANDY SPRING BANK	000102696	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	17.19 17.19
04/17/2024	83434	2879	SCHUSTER CONCRETE READY	598569 599798	CONCRETE CONCRETE	001-3040-530.30-52 001-3040-530.30-52		10/2024 10/2024 Total	1,372.63 1,722.15 3,094.78
04/17/2024	83435	1085	SHANNON-BAUM SIGNS INC	244581-IN	MISCELLANEOUS PRODUCTS	001-3040-530.30-52		10/2024 Total	42.00 42.00
04/17/2024	83436	848	SHAW'S INC	I302343	SERVICE CALL/REPAIRS	001-1400-514.30-46		10/2024 Total	790.00 790.00
04/17/2024	83437	448	SHERWIN-WILLIAMS CO, TH	1651-3		001-1400-514.30-50		10/2024 Total	29.69 29.69
04/17/2024	83438	1029	SHORE JANITORIAL SERVIC	0582	JANITORIAL SVCS	001-2010-520.30-34		10/2024 Total	3,200.00 3,200.00
04/17/2024	83439	2544	SMARTSHEET INC	INVI737468		001-2310-523.30-54		10/2024 Total	42.33 42.33
04/17/2024	83440	3291	SMITH, SAMANTHA	041124	REIMB/K PEZOR FAREWELL	001-1310-513.30-49		10/2024 Total	32.18 32.18
04/17/2024	83441	461	SPURRY'S TIRE SERVICE I	100146 101225		001-2020-520.30-56 001-2010-520.30-56		10/2024 10/2024 Total	66.50 257.30 323.80
04/17/2024	83442	1565	STAPLES	6000633638 6000633639 6000633639 6000633639 6000633639 6000633639	OFFICE SUPPLIES/MISC OFFICE SUPPLIES/MISC OFFICE SUPPLIES/MISC OFFICE SUPPLIES/MISC OFFICE SUPPLIES/MISC OFFICE SUPPLIES/MISC	001-2020-520.30-52 001-1200-512.30-51 001-1400-514.30-52 001-2310-523.30-35 001-2310-523.30-51		10/2024 10/2024 10/2024 10/2024 10/2024 10/2024	211.42 83.11 150.12 40.06 21.92

CHECK DATE	CHECK NUMBER	CHECK VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

04/17/2024	83450	9999999	WESTERN UNION FINANCIAL	000200222	TAX REFUNDS	001-0000-201.00-00		Total	1,117.80
								10/2024 Total	33.93 33.93
04/17/2024	83451	9999999	WESTERN UNION FINANCIAL	000200222	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	183.30 183.30
04/17/2024	83452	1975	WITMER PUBLIC SAFETY GR	INV443684 INV445368	SUPPLIES/EASTON POLICE SUPPLIES/EASTON POLICE	001-2020-520.30-37 001-2020-520.30-37		10/2024 10/2024 Total	1,185.15 4,566.67 5,751.82
04/17/2024	83453	1220	XEROX CORPORATION	020987916 020987917 020987924	COPIER MAINT COPIER MAINT COPIER MAINT	001-1310-513.30-46 001-2010-520.30-46 001-2310-523.30-46		10/2024 10/2024 10/2024 Total	240.74 176.16 175.44 592.34
04/24/2024	83454	2689	AMAZON CAPITAL SERVICES	1LX-NYNC-LXM4 1MFH-9RKH-Q4CP	SUPPLIES SUPPLIES	001-1200-512.30-35 001-1200-512.30-35		10/2024 10/2024 Total	618.24 15.98 634.22
04/24/2024	83455	3259	AMAZON WEB SERVICES INC	1659219217	MARCH WEB SVCS	001-1070-510.30-34		10/2024 Total	1,380.09 1,380.09
04/24/2024	83456	1952	AMSOIL INC	22422264	MISCELLANEOUS PRODUCTS	001-3025-530.30-56		10/2024 Total	211.95 211.95
04/24/2024	83457	2806	BACKTOWN AUTOMOTIVE/ACC	2616 2625 2629	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3040-530.30-56 001-3025-530.30-46 001-3040-530.30-46		10/2024 10/2024 10/2024 Total	115.00 115.00 115.00 345.00
04/24/2024	83458	1603	CINTAS FIRST AID & SAFE	5204759740 5204759740 5204759740	MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS MISCELLANEOUS PRODUCTS	001-3025-530.30-52 001-3040-530.30-52 001-3045-530.30-52		10/2024 10/2024 10/2024 Total	31.46 31.46 31.47 94.39
04/24/2024	83459	3006	DELMARVA DOCUMENT SOLUT	INV10317	COPIER MAINT	001-2210-522.30-46		10/2024 Total	28.07 28.07
04/24/2024	83460	9999999	DOC'S DOWNTOWN GRILLE,	000202174	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	1,247.48 1,247.48
04/24/2024	83461	170	EASTON UTILITIES	040924 040924 040924		001-2110-521.30-43 001-2310-523.30-43 001-4010-540.30-43		10/2024 10/2024 10/2024 Total	727.24 84.59 700.80 1,512.63
04/24/2024	83462	213	GEORGE'S GREEN THUMB IN	040224	PLANT MAINT/POLICE DEPT	001-2010-520.30-46		10/2024 Total	5,696.50 5,696.50
04/24/2024	83463	9999999	GOMEZ BROTHERS, L.L.C.	000202872	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	579.15 579.15

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/24/2024	83465	226	HEALTH ENHANCEMENT CENT	61080	SVCS/EASTON POLICE	001-2010-520.30-31		10/2024 Total	141.00 141.00
04/24/2024	83466	3277	JOHNSON, NICHOLAS	041924	REIMB/CONFERENCE	001-1310-513.30-39		10/2024 Total	311.57 311.57
04/24/2024	83467	2039	LAW ENFORCEMENT TARGETS	593383-IN	MISC/EASTON POLICE	001-2020-520.30-52		10/2024 Total	104.04 104.04
04/24/2024	83469	3192	MURDOCH, WILLIAM	041724	REIMB/STEEL TOE BOOTS	001-3040-530.30-37		10/2024 Total	100.00 100.00
04/24/2024	83470	9999999	NAIMA VENTURES LLC	000100180	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	305.65 305.65
04/24/2024	83471	9999999	NAIMA VENTURES LLC	000100182	TAX REFUNDS	001-0000-201.00-00		10/2024 Total	306.54 306.54
04/24/2024	83473	2415	PENNSYLVANIA FIRE APPAR	21688	ENG 63 TOOL MOUNTING SVCS	001-6000-560.80-82	ARP205	10/2024 Total	13,863.55 13,863.55
04/24/2024	83474	3262	PEPUP	6950505	PROPANE/FIRE SUBSTATION	001-2110-521.30-43		10/2024 Total	926.11 926.11
04/24/2024	83475	2118	PLUGGE, JESSICA	PETTY C 041824 041824 041824 041824	PETTY CASH PETTY CASH PETTY CASH PETTY CASH	001-2010-520.30-41 001-2010-520.30-48 001-2010-520.30-52 001-2020-520.30-52		10/2024 10/2024 10/2024 10/2024 Total	23.15 20.82 33.51 10.00 87.48
04/24/2024	83476	3308	RC CHARITIES INC	041924	4TH OF JULY CELEBRATION	001-6000-560.80-82		10/2024 Total	10,000.00 10,000.00
04/24/2024	83477	3166	REDYREF	48382	PROCESSING FEES	001-1070-510.30-34		10/2024 Total	18.32 18.32
04/24/2024	83478	426	ROBIN'S NEST FLORAL & G	309836	GIFT BASKET	001-2010-520.30-49		10/2024 Total	50.00 50.00
04/24/2024	83479	3150	SALINAS, MICHAEL	041624	REIMB/PLANNING COMM LUNCH	001-1310-513.30-49		10/2024 Total	291.00 291.00
04/24/2024	83480	3307	SCHAMEL, M KATHLEEN	041824	REFUND/RENTAL HOUSING	001-0000-322.04-00		10/2024 Total	75.00 75.00
04/24/2024	83481	2260	SCREEN ID	INVCC106535	FINGERPRINTING SVCS	001-2010-520.30-31		10/2024 Total	22.75 22.75
04/24/2024	83482	3071	TALBOT COUNTY EMERGENCY	1274	TRAINING CLASS	001-1075-510.30-33		10/2024 Total	240.00 240.00
04/24/2024	83483	2998	TALBOT COUNTY REPURPOSE	24-11225 24-11225	DISPOSE ASPHALT, CONCRETE DISPOSE ASPHALT, CONCRETE	001-3040-530.30-34 001-3045-530.30-34		10/2024 10/2024	460.00 200.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/24/2024	83484	730 THOMAS JR., LYNN B	041224	TRAVEL TO BWI/APA CONF.	001-1310-513.30-39		Total	660.00
							10/2024	82.14
							Total	82.14
04/24/2024	83485	2614 UNIFIRST CORPORATION	1430120360	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	105.47
			1430120361	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	29.27
			1430120361	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	85.92
			1430120361	PUBLIC WORKS UNIFORMS	001-3045-530.30-36		10/2024	57.33
			1430120362	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	41.69
			1430120362	PUBLIC WORKS UNIFORMS	001-3010-530.30-46		10/2024	11.09
			1430120363	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	100.53
			1430120364	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	22.82
			1430121416	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	105.47
			1430121417	PUBLIC WORKS UNIFORMS	001-3025-530.30-36		10/2024	29.30
			1430121417	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	135.62
			1430121417	PUBLIC WORKS UNIFORMS	001-3045-530.30-36		10/2024	57.40
			1430121418	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	41.69
			1430121418	PUBLIC WORKS UNIFORMS	001-3010-530.30-46		10/2024	11.09
			1430121419	PUBLIC WORKS UNIFORMS	001-3040-530.30-36		10/2024	100.53
			1430121420	PUBLIC WORKS UNIFORMS	001-3010-530.30-36		10/2024	22.82
							Total	958.04
04/24/2024	83486	513 VICTOR STANLEY LLC	SI55282	RECEIPTACLE	001-3025-530.30-35		10/2024	1,962.00
							Total	1,962.00
04/24/2024	83487	1220 XEROX CORPORATION	021116295	COPIER MAINT	001-1200-512.30-46		10/2024	167.65
			021116296	COPIER MAINT	001-2210-522.30-46		10/2024	372.39
							Total	540.04
				154 Checks	** Fund Total			567,832.97

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83325	3017 BUILDING AFRICAN AMERIC	040923	GRANT CL-2023 EASTON-0038	120-5000-550.30-49	GS2302	10/2024 Total	500,000.00 500,000.00
04/17/2024	83394	170 EASTON UTILITIES	032824		120-5000-550.30-43	TC1704	10/2024 Total	139.63 139.63
04/17/2024	83398	181 EWING DIETZ FOUNTAIN &	342	RETAINER/LEGAL SVCS	120-5000-550.30-31	TC0601	10/2024 Total	451.00 451.00
04/17/2024	83427	3133 PAIGE INDUSTRIAL SERVIC	2240-010 2244-010	SVCS/123 S LOCUST LN SVCS/125 S LOCUST LN	120-5000-550.60-65 120-5000-550.60-65	TC1703 TC1704	10/2024 10/2024 Total	10,291.93 13,700.95 23,992.88
					4 Checks	** Fund Total		524,583.51

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83329	2728 CLEAR RIDGE NURSERY INC	23734	TREES	390-3040-530.60-63	24-19	10/2024 Total	5,680.00 5,680.00
04/11/2024	83334	2570 DUNCAN MASONRY INC	2541	BRICK/MORTAR DOOR OPENING	390-1400-514.60-62	20-04	10/2024 Total	1,700.00 1,700.00
04/11/2024	83338	168 EASTON SIGN COMPANY	031424	LETTER/STRIPE POLICE CARS	390-2010-520.60-64	ARP318	10/2024 Total	14,688.00 14,688.00
04/11/2024	83370	2964 WESTHOLM & ASSOCIATES L	024-119	APPRAISAL REVIEW SVCS	390-4010-540.60-63	24-26	10/2024 Total	2,250.00 2,250.00
04/17/2024	83375	3149 APPLIED TECHNOLOGY SERV	4001862	RADAR SPEED TRAILER	390-2020-520.60-64	23-64	10/2024 Total	67,056.91 67,056.91
04/17/2024	83376	1575 B&H PHOTO-VIDEO	222648212		390-1010-510.60-64	23-01	10/2024 Total	1,881.53 1,881.53
04/17/2024	83404	2794 GILLESPIE PRECAST LLC	120189	STORMDRAIN STRUCTURES	390-2310-523.60-63	21-19	10/2024 Total	2,449.26 2,449.26
04/17/2024	83432	2780 RUMMEL KLEPPER & KAHL L	22082.000-12 22083.000-12	MID-TOWN SD DESIGN HARRISON ST SD DESIGN	390-2310-523.60-63	ARP012 ARP011	10/2024 10/2024 Total	12,987.05 5,894.46 18,881.51
04/24/2024	83472	2816 PAVER GUIDE INC	1048	PERMEABLE PAVER BASE	390-2310-523.60-63	19-38	10/2024 Total	2,460.00 2,460.00
					9 Checks	** Fund Total		117,047.21

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
04/11/2024	83321	801	ARNESEN	TERMITE/PEST CO 101025	PEST SVCS	601-6000-560.30-46	EDMY01	10/2024 Total	70.00 70.00
04/11/2024	83340	170	EASTON	UTILITIES	UTILITIES SVCS	601-6000-560.30-43	EDMY01	10/2024 Total	1,403.84 1,403.84
04/17/2024	83388	3258	EASTER'S LOCK & ACCESS	425022	AUTOMATIC DOORS	601-6000-560.30-46	EDMY01	10/2024 Total	5,867.26 5,867.26
04/17/2024	83438	1029	SHORE JANITORIAL SERVIC	0581	JANITORIAL SVCS	601-6000-560.30-34	EDMY01	10/2024 Total	2,700.00 2,700.00
04/24/2024	83462	213	GEORGE'S GREEN THUMB IN	040424	PLANT MAINT/DIST CT BLDG	601-6000-560.30-46	EDMY01	10/2024 Total	2,400.50 2,400.50
					5 Checks	** Fund Total			
					172 Checks	*** Bank Total			
					172 Checks	**** Grand Total			

BANK		NAME		FUND	AMOUNT
00		SHORE UNITED BANK			
				001 GENERAL FUND	567,832.97
				120 CDBG	524,583.51
				390 CAPITAL EQUIPMENT FUND	117,047.21
				601 LAND ENTERPRISE	12,441.60
				Total	1,221,905.29 *
				Grand Total	1,221,905.29 *