

MAYOR AND CITY COUNCIL OF FROSTBURG



Mayor W. Robert Flanigan
Donald L. Carter, Jr., Commissioner of Finance
Kevin G. Grove, Commissioner of Public Safety
Nina Forsythe, Commissioner of Water, Parks and Recreation
Adam Ritchey, Commissioner of Public Works

AGENDA

MAYOR AND COUNCIL WORK SESSION

Thursday, September 8, 2022 at 3:00 PM

Frostburg Municipal Center Meeting Room - 37 Broadway

Page

1. CALL TO ORDER
2. ROLL CALL
3. SPECIAL PRESENTATIONS AND REQUESTS
 - 3.1. Meeting with Frostburg Fire Department Members
4. COUNCIL MEETING TOPICS
 - 4.1. ARPA Project Approvals & Contract/Purchase Approvals 3 - 20
 - Water Treatment Plant upgrade proposal from Microtech
 - Salt Dome Design proposal from BB&A
 - Water Department Roof bid
 - Utility Rate Study (Responses due 9/9)
 - Storage Building for Parks and Recreation Department
 - ADA Improvements for Frostburg Dog Park

[Water Treatment Plant Upgrade Proposal](#) [Microtech](#)
[Frostburg Salt Dome Design Proposal](#)
[Water Department Roof Bid](#) [Hite Roofing](#)
[Utility Rate Study Proposal](#)
[Recreation Storage Building](#) [Proposal](#)
 - 4.2. Smoke Testing Discussion (GIS, sewer, storm and mapping along with smoke testing etc.)
 - 4.3. Fishing Pier Design proposal - BB&A 21 - 22
[City of Frostburg Fishing Pier](#)
 - 4.4. Columbia Gas Agreements for road repair payments 23 - 25
[Columbia Gas Paving Agreement](#)
5. DISCUSSION ITEMS
 - 5.1. Trick-or-treat date?
 - 5.2. General Discussion: Mayor and Council
6. ADJOURN TO CLOSED SESSION
CLOSING STATEMENT
Under the Annotated Code of Maryland Article § 3-305(b) (3), a closed session may be held to "consider the acquisition of real property for a public purpose and matters directly related to the acquisition." A closed session is required for the purpose of discussing a property acquisition to facilitate the development of a City downtown parking lot and in order to protect the City's bargaining power in a real estate transaction.

REMINDERS

The September Council Meeting will be held on Thursday, September 15, 2022 at **3:00 pm**.
(note time change)

UPCOMING MEETINGS AND EVENTS

9/10 & 9/11 - Dog Splash at Frostburg Pool

9/11 - 3M Ride - Ends at Frostburg Depot



Micro-Tech Designs, Inc.
4312 Black Rock Rd., Suite 1
Hampstead, MD 21074-2641
Phone (410) 239-2885
Fax (410) 239-3736

QUOTE

We're In Control

August 24, 2022

Mr. Hayden Lindsay.
Maryland Environmental Service
19400 National Highway NW
Frostburg, MD 21532
(301) 689-6262

Re.: Frostburg WTP System Upgrades

Dear Mr. Lindsay,

We are pleased to quote on the following scope of work for the above project:

See Attached "Scope of Work"

SCADA Computer Upgrade	\$28,839.00
Main Control Panel PLC.....	\$49,376.00
Filter Control Panel PLC	\$46,116.00
Finished Water PLC	\$32,021.00
Equalization Level Monitoring	\$14,783.00
Hydro PLC.....	\$21,635.00
Piney Dam PLC	\$43,012.00
Instrumentation/Spare Upgrade	\$19,585.00

Applicable taxes are not included

The above quotation is valid for 30 days

Quotation assumes NET 30 payment terms with payment by check. EFT, ACH and Credit Card payments are subject to approval prior to order acceptance. Credit Card payments will be subject to a surcharge of up to 7%. If there are any questions concerning the above, please contact me. I look forward to working with you and your staff on this and future projects.

Sincerely,
Micro-Tech Designs, Inc.

Cameron Farzanfar
President

Micro-Tech Designs, Inc. Standard Terms and Conditions apply to all quotations unless otherwise noted. A copy will be furnished upon request.



Micro-Tech Designs, Inc.

4312 Black Rock Road, Suite 1
Hampstead, MD 21074-1696
Phone (410) 239-2885
Fax (410) 239-3736

We're In Control

Frostburg WTP System Upgrades

SCOPE OF WORK – Rev.01

- 1 - SCADA Computer Upgrades
 - Two (2) New PC with Windows 10/11 Operating System
 - Updated Wonderware Software to current version
 - Licensed Control Expert Software (Formerly known as Unity Pro XL)
 - On-Site System Configuration to work with Existing Peripherals (Printers, etc.)
- 1 - Main Control Panel – PLC Upgrade
 - Remove existing Quantum PLC and associated I/O
 - Install new Modicon M340 PLC with associated I/O
 - Sweep Testing of Existing Antenna and Cabling Infrastructure For Hydro PLC Communications
 - Replacement/Upgrade Of Existing Phoenix Contact Radio
 - Sensaphone Express II Autodialer Upgrade
 - Fiber Testing and Termination
 - Panel UPS Battery Replacement
 - Program Conversion
 - On-Site Startup and Testing
- 1 - Filter Control Panel – PLC Upgrade
 - Remove existing Quantum PLC and associated I/O
 - Install new Modicon M340 PLC with associated I/O
 - Provide and Install New Local HMI with Ethernet Communications to PLC
 - Program Conversion
 - Panel UPS Battery Replacement & Bypass relay
 - On-Site Startup and Testing
- 1 - Finished Water – PLC Upgrade
 - Remove existing Modicon Momentum and associated I/O
 - Install new Modicon M340 PLC with associated I/O
 - Fiber Testing and Termination
 - Program Conversion
 - Panel UPS Battery Replacement Bypass relay
 - On-Site Startup and Testing
- 1 - Equalization Level Monitoring
 - Remove existing ELPRO 905U-1 Wireless Transceiver
 - Install new Wireless infrastructure for Level Transmission
 - On-Site Startup and Testing
- 1 - Hydro PLC - Modifications
 - Sweep Testing of Existing Antenna and Cabling Infrastructure for Plant Communications
 - Replacement Of Existing Phoenix Contact Radio
 - Install new Wireless infrastructure for Level Transmission
 - Panel UPS Battery Replacement
 - On-Site Startup and Testing
-
- NOTE: This is an Automation Direct PLC and will not be changed over***
- 1 - Piney Dam Control Panel – PLC Upgrade
 - Remove existing Modicon Momentum and associated I/O
 - Install new Modicon M340 PLC with associated I/O
 - Program Conversion
 - On-Site Startup and Testing
- 1 - Instrumentation Upgrade
 - (1) Raw Building Chlorine Analyzer
-
- NOTE: Plumbing and Installation by others***
- (3) Flocculator Replacement Drives
 - (2) Reservoir Level Sensor Upgrades
 - (3) Bulk Tank Level Sensor Upgrades

Micro-Tech Designs, Inc.
Frostburg WTP System Upgrades

- (1) Backwash Water Equalization Holding Tank Level Sensor Upgrade
- 1 - Lot Operations and Maintenance Manuals
- 1 - Lot On-site Startup & Training

.....
Notes:

1. *Standard 1-Year warranty applies.*
2. *Offloading of equipment will be the responsibility of the receiving party.*
3. *On-site services are to take place during normal business hours (7am-4pm, Mon-Fri) unless noted otherwise.*
4. *Items or services specifically excluded to be provided by others includes but is not limited to:*
 - a. *Model 5 Motor Control Center Replacement*
 - b. *Fire Alarm System Replacement*

Cancellation Schedule:

In the event of cancellation, either in part or total, the following percentages in reference to the entire purchase order price, or application portions thereof, will apply:

After receipt of order but prior to completed approval drawings/ submittals..... 15%
After approval drawing/ submittal completion but prior to release 40%
Prior to fabrication commencement but after major components purchase..... 60%
After commencement of fabrication but prior to assembly 80%
After commencement of assembly 100%

April 4, 2022

City of Frostburg
37 Broadway
Frostburg, Maryland 21532

**RE: DESIGN PROPOSAL – SALT ENCLOSURE AT ROADS DEPARTMENT
CITY OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**

ATTENTION: HAYDEN LINDSEY, Director of Public Works

Dear Mr. Lindsey:

Bennett, Brewer, & Associates are pleased to submit herewith a proposal to provide professional services for the above referenced project. Based on our conversation, familiarity with the site, and previous projects of a similar nature, it is our understanding that the scope of services shall include all engineering design necessary to construct a new salt enclosure for the City Roads Department.

The project services include all disciplines necessary to support the design and construction of the new enclosure structure. The following outlines our understanding of the project requirements:

- Funding source is ARPA.
- General CA will be done by City of Frostburg.
- Contract to include demolition of existing building and slab.
- Enclosure will have metal roof and metal siding.
- Provide 3 sided concrete bin on pool side with open top.
- Minimum height of concrete walls below structure is 10'.
- Relocate electrical service. Provide new lighting.
- Repair damaged pavement around facility.
- Provide bollards, armoring or other collision protection at entrance.

We are prepared to complete the following tasks associated with this phase of the project:

Bennett, Brewer
& Associates, LLC

23 East Main Street
Suite 200
Frostburg, MD 21532

Phone (301) 687-0494
Fax (301) 687-0495

ANTICIPATED SCOPE OF ENGINEERING SERVICES

PRE-DESIGN PHASE

TASK NO. 1 – TOPOGRAPHIC AND LOCATION SURVEY

Perform topographic and location surveys, as needed, to collect horizontal and vertical datum sufficient to provide a data base for design and supplemental base mapping. In general, this task shall include the following:

- Land records research
 - Verify and incorporate all reference materials and drawings.
 - Establish horizontal and vertical control.
 - Establish location of easements, rights of way, and other encumbrances.
 - Provide 2 permanent control points as directed by the client.
 - Locate all physical features and improvements on the site, and within 50 feet of the property line.
 - Provide spot elevations as required. Contours shall be provided at a 1' interval.
 - Locate all existing physical features and improvements;
 - Location of all on site and nearest utility lines, poles, manholes, etc... including but not limited to (including the depths of lines, manholes, etc...and all line sizes)
1. Sewer
 2. Water (and water pressure)
 3. Electric (underground and overhead)
 4. Natural gas
 5. Telephone
 6. Cable
 7. Storm

TASK NO. 2 – POST-PROCESSING OF FIELD DATA

Develop detailed base mapping of all existing topographic and planimetric features of the selected route including all necessary research, computations, incorporation and verification of reference drawings, CAD drafting, etc.. required to prepare a plan of the aforementioned data at an appropriate scale and format. Said plan shall serve as a base map for all engineering and site improvements.

TASK 3 – ELECTRICAL ENGINEERING

Electrical Engineering Design and Construction Services to include coordination with utility service providers, calculations to adequately size new electrical equipment, piping, ductwork, wiring, conduit, breakers, etc..., code compliance with applicable local, state and national codes, technical Specifications (on the Drawings), preparation of Addenda, review of Shop Drawing Submittals, answering phone questions during construction and site visits.

The project as we understand it consists of an updated electrical service to the salt and grit enclosure and associated lighting.

SCOPES OF DESIGNS

Electrical Design

- A. Coordination of site utilities with the Power Company to include underground service from the existing power utility service point.
- B. Design electrical distribution for local power panels to feed lighting, receptacles.
- C. Select interior lighting and circuiting for lighting . Owner to approve final lighting selections.
- D. Design of interior convenience receptacles and circuiting for receptacles.
- E. Design exterior building lighting and circuiting for same. Coordinate exterior site lighting with Owner.
- F. Electrical site lighting design shall include photometric plan, electrical site plan, details, and specifications.

THIS PROPOSAL INCLUDES THE FOLLOWING SERVICES

- 1. One meeting with the Architect, the Owner, Contractors and our Designers to discuss the scope of the project and to review questions and progress.
- 2. Site visits as required by our Designers to review and investigate existing conditions.
- 3. Calculations as required to size new Electrical equipment, piping, ductwork, conduit, wiring, etc.

4. Electrical Designs to include code compliance with applicable local, state and national codes to the best of our ability.
5. Electrical Drawings will be computer generated using AUTOCAD. Drawings may be utilized for submission to Code Review Agencies and for bidding
6. Electrical Systems Technical Specifications on the Drawings.
7. Energy Code Compliance Certificates to display compliance with applicable Energy Codes (i.e. ComCheck, etc.)
8. Answer questions from owner/contractor and prepare Addenda if necessary.
9. Revised drawings per Code Review Comments, Contractor questions or other Addenda items as required and if necessary.
10. Review of Shop Drawings.
11. Answer questions from Contractors and provide Site Visits if required to observe and help resolve problems.

***No Fire Protection System Design is included in this proposal.

TASK NO. 4 – STRUCTURAL ENGINEERING

This task will include design and evaluation of all structural building and site components including concrete slabs, foundations, walls, framing, roofing, and other building system components with associated code analysis and certification. This will generally consist of Building Elevations, Building Sections, Wall Sections and Details, Interior Elevations, as required, Roof Plan and Details, Miscellaneous Construction Details, as required.

TASK NO. 5 – CIVIL/SITE ENGINEERING AND LAND PLANNING

SCHEMATIC DESIGN PHASE

Once all site parameters have been established, the basic infrastructure design shall be completed in accordance with the applicable regulatory, environmental, and engineering constraints. This phase will include the preparation of a preliminary site plan, utility and pavement designs, grading scheme, stormwater drainage, Concept Plan and Permit submittal to City of Frostburg etc., and will address various options and associated costs. (50% CD's) Issues regarding zoning, subdivision, or other legal/administrative matters will be identified and addressed.

- I-1 Kick-Off Meeting (BBA Office, Frostburg)
Meet with Owner to review project goals and objectives; including, identification of points of contact, scheduling, funding, payment process, identification of regulatory jurisdictions and other project related matters.
- I-2 Review Existing Documents and Data
Review existing documents and reports, data and other related information to the project as available.
- I-3 Preliminary Field Investigation
Perform an in-depth site visit to identify the project constraints, boundaries and potential problem areas. Identify potential impacts to adjacent properties and report any findings to the Owner.
- I-4 Field Survey – Preliminary
Perform a desk top survey of the project area to determine property, environmental, utility, or other constraints. Verify findings in the field and complete a constructability site walkdown with the owner. Identify additional survey requirements.
- I-5 Identify Possible Options – Make Design Decisions
Based on desktop analyses and field surveys, identify options. Identify the advantages and disadvantages of each option for consideration by the Owner. Identify regulatory permits to be required for the project.
- I-6 Prepare Schematic Site Plans - 50% Submittal
Prepare plans that are 50% complete and submit to the Owner for review and comment. Once all site parameters have been established, the basic infrastructure design shall be completed in accordance with the applicable regulatory, environmental, and engineering constraints. This phase will include the preparation of a preliminary site plan, utility and paving designs, grading, sediment/erosion control, design narrative, etc..., and will address various options and associated costs.

DESIGN DEVELOPMENT PHASE

After obtaining the Owner's approval for the Schematic Design Phase, final design and cost estimate for all project elements will be completed (90% CD's). This phase will include coordination of design elements with applicable review and regulatory agencies for acquisition of all necessary permits, and in general will consist of the following:

- II-1 Design and Computations
Prepare and submit improvement plans and specifications required to meet all State and Local Ordinances applicable to the project. (Design Standards, Materials, et cetera..) This includes plans to support the access design, paving,

building design, site lighting with all supporting details, calculations, profiles, cross sections, and specifications.

- II-1a Horizontal and vertical access alignment of the facility, including lay-down areas, contractor parking, temporary construction offices, control buildings, etc...
- II-1b Prepare and submit plans and specifications for access and service to the proposed facility. Coordinate plans with existing parking facilities.
- II-1c Project presentation for planning commission and/or release to public.
- II-1d Prepare and submit all required permit applications, attend all meetings and public hearings, coordinate with review agency personnel, et cetera

CONSTRUCTION DOCUMENT PHASE

After obtaining Owner approval for the Design Development Phase, final design and cost estimate for all project elements will be completed (100% CD's). This task will incorporate all review comments from the site development plan submittal and address all requirements for the City of Frostburg Final Plan Submittal.

- III-1 Coordinate Design Disciplines
Coordinate civil/site design with electrical, mechanical, plumbing, architectural, structural, landscaping, geotechnical, and environmental consultants.
- III-2 Incorporate Review Comments
Incorporate comments received from the Owner and Review Agencies.
 - III-2a Incorporate any Environmental Requirements
- III-3 Acquire Regulatory Permits
Prepare and submit all required permit applications, attend all meetings and coordinate with review agency personnel, including but not limited to City of Frostburg, Allegany County, Allegany County Soil Conservation District, Maryland State Highway, Natural Resources Conservation Service, Maryland Department of the Environment, Maryland Department of Natural Resources, Army Corps of Engineers, etc...
- III-4 Prepare Contract Documents and Specifications
Prepare contract documents and technical specifications that are 90% complete and submit to the Owner for review and comment. Prepare contract documents and technical specifications that are bid issue ready (100% complete).
- III-5 Perform QA/QC
Perform preliminary and final quality assurance/quality control review of the

plans and contact documents and technical specifications for the project.

- III-6 Project Coordination
Coordinate and address regulatory requirements with the appropriate regulatory agencies; including, funding and payment procedures, meeting requirements, and scheduling.
- III-7 Team Support
Provide documentation, exhibits, testimony, and other supporting resources to the development team (attorneys, consultants, etc...) for budget approvals, financing, zoning, etc...

NOTE – This does not include day to day inspections/observations, pay applications, progress meetings, etc...

EXCLUSIONS

Please note that this proposal does not include any of the following:

- Archeological, historical, or geotechnical investigation of the proposed site
- Identification, discovery, presence, handling, removal or disposal of hazardous materials in any form, or any exposure of any persons thereto, at the project site.
- Evaluate or prescribe abatement plans for asbestos or other hazardous materials.
- Special Exception applications.
- Signage Design and Specification.
- 3-D Architectural Models or Renderings
- Any environmental engineering beyond the Phase I ESA, not directly related to water quality issues associated with stormwater management
- Construction Stakeout or As-Built Surveys
- Design of a new electrical service should it be found that the existing service is not large enough to support the facility addition.
- Security system design.
- Any items disallowed under “SCOPES OF DESIGNS”.
- Front-end specifications, including but not limited to preparation of bid forms, insurance requirements, bonding requirements, general conditions, supplemental conditions, etc.
- Printing of Drawings and Specifications.
- Any major redesign of any discipline due to changes in project scope occurring either during working drawing development or after design completion.
- Payment of any review, testing or inspection fees. Any such fees incurred would be directly reimbursable from the Owner.
- Preparation of As-Built Drawings. As-Built Drawings may be provided on an hourly basis.

- Any services not specifically listed above. Should additional services be required, our hourly rates are as shown on the attached Rate Schedule.
- Providing analysis of Owners and Operating costs, financial feasibility or other special studies.
- Providing interior design and other similar services required for or in connection with the selection, procurement or installation of finishes, furniture, furnishings and related equipment.
- Cost estimates for estimating bid alternates, work in conjunction with value engineering studies, work reconciling cost estimates prepared by others.
- Contractor engineering related to construction means and methods (such as but not limited to design of shoring, bracing, formwork, scaffolding, underpinning procedures, etc).
- Architectural and Engineering services made necessary by hidden conditions or major defects or deficiencies in the work produced by the Owner Contractor's failure to perform the work.
- Providing a detailed materials list for pricing or construction purposes.

COMPENSATION - FEE SCHEDULE ENGINEERING DESIGN SERVICES

TOTAL LUMP SUM = \$16,825.00

*** Should the required scope of services change, a new fee would be negotiated or billed at our established rates.

*** All civil/structural engineering shall be performed by Bennett, Brewer & Associates, LLC

*** All electrical design shall be performed by East Hills Engineering.

MUTUAL COOPERATION AND OWNER'S RESPONSIBILITIES

The Owner and Consultant shall cooperate with each other in coordinating their respective activities affecting the Project and shall furnish each other with sufficient information to facilitate the satisfactory performance of this Agreement. The production of a quality project requires clear communication between the Owners and the Architect. In order to achieve this, a single individual shall be selected to represent the Owner and a single individual from our organization shall be responsible for of all communication between the Owner and the Design Team.

STANDARD OF CARE

Bennett, Brewer & Associates, and their subcontractors/affiliates, services are to be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing Engineering Design Professionals performing similar services in the same general area and under the same or similar circumstances and conditions. Bennett, Brewer & Associates makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Bennett, Brewer & Associates officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, damages or consequential damages whatsoever arising out of or in any way related to Bennett, Brewer & Associates services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total Engineering Fees received by Bennett, Brewer & Associates on this project.

ARCHITECT TO NOTIFY THE OWNER OF PUBLIC UTILITY REQUIREMENTS AND FEES

The Architect is responsible for notifying his/her Client (the Owner) of their responsibility to make application for service and to pay fees that may be charged by public utilities once the extent of utility involvement is determined. The Owner - not the Architect, Engineer or Contractor - is responsible for making application for service during a construction project, and is responsible for making direct payment to the utility agency for tapping fees, service upgrades, etc. Those costs are unknown until the design is complete and the Owner has made application for service. The Engineer will provide load information and assist the Owner in completing the applications.

OWNERSHIP OF DRAWINGS

Bennett, Brewer & Associates maintains sole ownership and all copyrights of documents prepared for this project. The Client is granted non-exclusive, revocable rights to utilize the documents to complete, use and maintain the systems and components illustrated and specified in the documents for this project only. Use of the documents for any other project is strictly prohibited without the express written consent of Bennett, Brewer & Associates, its successors or assigns.

ENGINEER'S VS. CONTRACTOR'S RESPONSIBILITIES

- A. The General Contractor and his Sub-Contractors are to be in full charge and are to be responsible for all construction means, methods, techniques, sequences, procedures, safety precautions and safety procedures. The Engineer and his Sub-Contractors shall not be responsible for any of these activities since they are solely the Contractor's responsibilities.
- B. The General Contractor and his Sub-Contractors are also to be in full charge of construction schedules, equipment delivery, etc. The Engineer and his Sub-Contractors shall not be responsible for the Contractor's inability to meet the construction schedule since the General Contractor and his Sub-Contractors have complete control of their employees, material suppliers, etc.
- C. The Engineer and his Sub-Contractors shall not be responsible for acts of omission of the General Contractor, his Sub-Contractors or any other persons (including the Owner) performing portions of the work.

HAZARDOUS MATERIAL

The Engineer and his Sub-Contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead based paint, or other toxic substances.

DISPUTE RESOLUTION

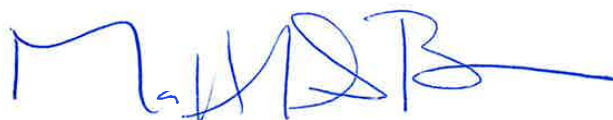
Bennett, Brewer & Associates requires that mediation be the first step in resolving disputes.

CONTRACT TERMINATION

Bennett, Brewer & Associates reserves the right to terminate this contract under any of the following conditions:

1. Payment delinquency more than 90 days while the project design is still in progress.
2. Substantial changes in parties related to the project (i.e. change of Ownership of the Project).
3. Disputes resulting from the interpretation of the Scope of Work described herein and/or the inability to agree on reasonable fees for Additional Work based on the attached Rate Schedule.
4. Documented requests to perform services outside of the National Society of Professional Engineer's "Code of Ethics for Engineers" or in conflict with Standard Best Practices as employed by BBA.

Sincerely,



Matthew S. Brewer, PE, RLS, LEED AP
Principal

Accepted By: _____

Printed Name/Title: _____

Date: _____

BID PROPOSAL

Proposal of (BIDDER): Hite Associates, Inc.

Organized and existing under the laws of the State of Maryland doing
business as Hite Roofing *. To the City of Frostburg, Department of
Public Works, 37 S. Broadway, Frostburg, Maryland 21532. (OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes the
REPLACEMENT OF ROOF AT CITY WATER BUILDING 2022, in strict accordance with the
CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below.

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

BIDDER acknowledges receipt of the following ADDENDUM:

No Addendums

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

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

NOTE: BIDS shall not include sales tax.

BID PROPOSAL

List all work to be performed and all materials to be provided under bid price.

- In low voids of the exiting metal roof install a layer of expanded polystyrene (1 -lb density) approximately 1.5" thick and cut on a bias to fit snug between high ribs.
- Over EPS insulation mechanically attach a layer of 3/4" plywood with heavy duty fasteners.
- Install a Firestone .060 Black EPDM Fully Adhered Roof System complete with all necessary flashings and terminations.
- Fabricate and Install new 24ga. Steel Gravel Stop around perimeter.
- Provide a 20-Year Material and Watertight Warranty.

(Roof Insulation has a 6 month lead time therefore our completion date is set for June of 2023)

Total: \$45,000.00

Total of bid in dollars written in words:

Forty-Five Thousand Dollars and Zero Cents

Contractors currently debarred or facing debarment on the System for Awarding Management (SAM) cannot be awarded contract or work.

By submitting Bid contractor acknowledges that they are in good standing with SAM.

The contractor agrees to perform all work and supply all materials as described in the bid package for the unit price amount written above.

I, (Contractor/Company) Hite Associates, Inc. shall complete the work described in this bid package by (Day/Month/Year) 30/June/2023. The City encourages the contractor to perform all work by OCTOBER 1, 2022.

Signature:  Date: 8/24/2022

Contractor/Owner/Legal Representative: Randy S. Rice

Title: President

Address of Contractor/Company: 11521 Milnor Ave. Cumberland, MD 21502

Phone No. 301-729-0920

Email: rrice@thebeltgroup.com

License No.(If applicable). MD Business License 01901604

SEAL (If BID is by a corporation)



American Rescue Plan Act (ARPA)

ARPA Project Proposal

Project or Program Name:

Est. Project Budget Total:

Est. ARPA Funds:

Source(s) of Other Funds:

Est. Start Date:

Est. Completion Date:

Project/Program Description:

Procurement Method:

Prevailing Wage (Optional): Y N Davis Bacon Wage: Y N

Form Prepared by:



American Rescue Plan Act
(ARPA)

ARPA Project Proposal

Project or Program Name:

Est. Project Budget Total:

Est. ARPA Funds:

Source(s) of Other Funds:

Est. Start Date:

Est. Completion Date:

Project/Program Description:

Procurement Method:

MBE/DBE: Y N

QCT: Y N

Prevailing Wage Required: Y N

Davis Bacon Wage: Y N

Form Prepared by:

Bennett, Brewer & Associates, LLC

Proposal for Engineering Services

Company Name:	City of Frostburg	Date:	September 6, 2022
Attn:	Hayden Lindsey	Job Name:	Handicap Accessible Fishing Pier
Mailing Address:	37 Broadway	Job Location:	Piney Dam Reservoir
City/State/Zip:	Frostburg, Maryland 21532	City/State/Zip:	Garrett County, Maryland

DESCRIPTION OF SERVICES	FEE
<p>I am pleased to provide this civil/structural engineering design proposal for a new fishing pier at the Piney Dam Reservoir. The anticipated scope of services is as follows:</p> <p>TASK 1: Engineering Design:</p> <p>Provide a structural / civil engineering design to support construction of a new fishing pier. The design calculations and drawings shall be signed and sealed by a Maryland Professional Engineer, based on the following anticipated scope:</p> <ul style="list-style-type: none">• Pier shall be 48' x 12' wood frame with pedestrian access.• Design of new parking area including a site plan, grading, paving design, sediment/erosion control with supporting details, calculations, cross sections, profiles, and specifications.• Construction documents and details to stabilize the structure.• Provide bid support, answer questions from Contractors.• Up to two (2) site visits and inspections as necessary.• Fishing pier, access, and parking area shall be ADA compliant. <p>The scope outlined above is for design only and does not include preparation of formal bid documents or construction administration.</p> <p>Previous base mapping and data collection for concept planning will be used for this phase of the project.</p>	<p>Task 1 will be undertaken for a lump sum of \$8,620.00</p>
NOTE: After completion of the initial design, a proposal for additional work can be prepared if necessary.	
Direct Costs - cost, plus 10% (i.e. delivery, extra-ordinary printing, and other reimbursable expenses)	

Terms of Payment: 30 days from date of invoice **Estimated Time to Complete:** 30 Days

Proposal Prepared By: Matthew S. Brewer, PE, RLS, LEED AP

Authorization to Proceed: _____ **Date:** _____

(Signature and title)

Please Provide E-mail: _____

* PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS *

Bennett Brewer & Associates, LLC - 23 East Main Street, Suite 200 - Frostburg, MD 21532 - 301-687-0494

Bennett, Brewer & Associates, LLC

Proposal for Engineering Services

TERMS AND CONDITIONS

LABOR - HOURLY RATES

	<u>HOURLY RATE</u>
Principal	\$180 per hour
Senior Engineer	\$150 per hour
Senior Surveyor	\$150 per hour
Project Manager	\$160 per hour
Staff Engineer	\$110 per hour
Structural Engineer	\$160 per hour
2 Man Field Crew	\$150 per hour
3 Man Field Crew	\$200 per hour
CAD Designer	\$80 per hour
Clerical	\$65 per hour

Payment for Services - By signing this agreement, you are making the following representations to Bennett, Brewer and Associates:

1. You are the responsible party under this Agreement and understand that you are responsible for any and all payments that are due.
2. You have legal capacity to enter this contract.
3. You understand and recognize that invoices are due and payable within fifteen days of receipt. Otherwise, a late fee of 1.5% per month will apply from the date of the invoice.
4. In the event collection proceedings become necessary, you agree to pay reasonable attorney fees in the amount of 15%, as well as court costs and any other costs associated with collection.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

Hazardous Materials - The Engineer and his Sub-Contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), lead based paint, or other toxic substances.

Dispute resolution - Bennett, Brewer & Associates requires that mediation be the first step in resolving disputes.

Contract termination - Bennett, Brewer & Associates reserves the right to terminate this contract under any of the following conditions:

1. Payment delinquency more than 90 days while the project design is still in progress.
2. Substantial changes in parties related to the project (i.e. change of Ownership of the Project).
3. Disputes resulting from the interpretation of the Scope of Work described herein and/or the inability to agree on reasonable fees for Additional Work based on the attached Rate Schedule.
4. Documented requests to perform services outside of the National Society of Professional Engineer's "Code of Ethics for Engineers" or in conflict with Standard Best Practices as employed by BBA.

Files and Drawings - Bennett, Brewer & Associates maintains sole ownership and all copyrights of documents prepared for this project. The Client is granted non-exclusive, revocable rights to utilize the documents to complete, use and maintain the systems and components illustrated and specified in the documents for this project only. Use of the documents for any other project is strictly prohibited without the express written consent of Bennett, Brewer & Associates, its successors or assigns.

Standard of Care - Bennett, Brewer & Associates, and their subcontractors/affiliates, services are to be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing Engineering Design Professionals performing similar services in the same general area and under the same or similar circumstances and conditions. Bennett, Brewer & Associates makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

Limitation of Liability - To the fullest extent permitted by law, the total liability, in the aggregate, of Bennett, Brewer & Associates officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, damages or consequential damages whatsoever arising out of or in any way related to Bennett, Brewer & Associates services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total Engineering Fees received by Bennett, Brewer & Associates on this project.

If the terms and conditions of this agreement are acceptable to you, please countersign on the reverse side and return this copy to me. If desired, faxed signatures will be used in lieu of original signatures.

Bennett Brewer & Associates, LLC - 23 East Main Street, Suite 200 - Frostburg, MD 21532 - 301-687-0494

REIMBURSEMENT AND RELEASE AGREEMENT

THIS REIMBURSEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into as of the 26th day of July, 2021, by and between Columbia Gas of Maryland, Inc., a Delaware corporation ("Columbia"), and The City of Frostburg, a Maryland political subdivision ("Municipality").

- A. The Municipality and Columbia are entering into this Agreement to achieve economic and operational efficiencies;
- B. Columbia has undertaken certain renovations and/or upgrades to its pipeline system located within the Municipality's public rights-of-way (the "Project"), and Municipality agrees to perform the restoration and paving of the public rights-of-way disturbed by the Project;
- C. as a one-time benefit, Columbia agrees to reimburse Municipality for the actual and reasonable expenses incurred by the Municipality for such restoration and paving work under the terms of this Agreement;
- D. Municipality agrees to use the full amount of the Payment solely for the Work as defined in this Agreement: and
- E. Municipality agrees to be solely responsible for the Work and is willing to release and indemnify Columbia for any and all claims and costs associated with such Work.

In exchange the promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **Recitals.** The above recitals are made a part of this Agreement.

2. **Work:** Municipality agrees to be solely responsible for and perform the work described below: (i) through its own employees and/or its contractors, and (ii) in accordance with all applicable rules and regulations including, but not limited to, Municipality's paving and restoration standards (the "Work"):

[(a) The following asphalt restoration units for the entirety of the Barnard Street Replacement project on City maintained roads:

- 14,798 linear feet of trench repair	\$469,836.50
- 842 linear feet of curbing replacement	\$3,199.60
- 24,105 square yards of mill and overlay	\$398,937.75
- Mobilization fee for contractor	\$33,000

3. **Payment:** Within thirty (30) days of receipt of invoices and supporting evidence of the cost incurred by the Municipality for the Work, Columbia shall make a payment of \$904,973.85 ("Payment") in the form of a check made payable to the Municipality. The receipt and sufficiency

of the Payment as compensation in full for any and all costs and damages associated with the Project, is acknowledged by the Municipality. Municipality waives all permit fees, street opening fees, or right of way costs associated with the Project and Columbia shall not be responsible to pay for or reimburse Municipality for any costs associated with any restoration of roads that were not disturbed by Columbia during the Project

4. Release and Waiver: Municipality represents and covenants that Columbia shall not be held liable or responsible for any costs, damages, defects, defaults or failures, including but not limited to any type of pavement failure (e.g., settlement, development of potholes, fatiguing cracks, reflection cracks, seam cracks, etc.) or failure to comply with any federal, state or local laws, rules or regulations, arising from or related to the Work.

To the extent allowed by law, Municipality releases and forever discharges Columbia and its parent company, affiliates and/or subsidiaries, and all of their respective employees, officers, directors, agents and shareholders (collectively, "Released Parties"), from all claims, suits or actions related to or arising from Municipality's performance of the Work and or the granting of waivers contained in this Agreement which Municipality or any third party has or may hereafter have for loss, damage, expenses or injuries of any kind including, but not limited to, damage or injury to any Municipality roadway, property, employee, agent, representative or contractor. To the extent allowed by law, Municipality shall indemnify and defend the Released Parties from all such claims, demands, suits or causes of action at its own costs and expense without reimbursement from Columbia or any other of the Released Parties.

5. Governing Law: This document is subject to and governed by the substantive law of the Commonwealth of Maryland. This document shall be construed to provide the broadest possible protection to the Released Parties. All provisions of this Agreement are severable. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed.

6. Miscellaneous: This Agreement is unique and applies to this Project only and shall have no effect on any future work done by Columbia within the Municipality. This Agreement shall be construed to provide the broadest possible protection to the Released Parties. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, then it shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain fully enforceable and in effect as reformed. This Agreement contains the entire agreement between the Municipality and Columbia, and all of the terms of this Agreement are contractual and not mere recital. The captions and heading used in this Agreement are convenience only and shall not affect the interpretation or meaning of the Agreement. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed one and the same instrument. A facsimile or pdf signature to this Agreement shall be legally binding and considered in all manner and respects as an original signature. This Agreement may only be modified by a written instrument signed by authorized representatives of the Borough and Columbia.

[Signature pages to follow.]

The parties have executed this Agreement as of the date first written above.

BY SIGNING BELOW, I REPRESENT THAT I HAVE FULL AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF _____, Maryland.

[_____]

Title: _____

Date: _____

COLUMBIA GAS OF Maryland, INC.

Title: _____

Date: _____