



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

M&CC Regular Public Meeting
57 N. Liberty Street Cumberland, MD 21502

DATE: February 04, 2025

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Presentations

1. Proposed Business Improvement District (BID) - Larry Jackson, DDC, Restructuring Committee

Approval of Minutes

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of January 21, 2025 and January 28, 2025

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Resolutions

1. Resolution R2025-02 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to projects generally identified as cross connections, hydrants and valves, SCADA upgrades, roofing, garage list, garage door replacements, Valley Street bridge design and street improvements from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

(B) Orders (Consent Agenda)

1. Order 27,642 - authorizing the abatement of taxes and interest for City-owned properties
2. Order 27,643 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl from Noon on March 15, 2025 through 2 AM on March 16, 2025 from; notwithstanding, that open glass containers shall not be permitted

- [3.](#) Order 27,644 - authorizing the acceptance of a grant from the Maryland Department of Housing and Community Development (DHCD) in the amount of \$25,000 to support Cumberland's Main Street Program (the Downtown Development Commission)
- [4.](#) Order 27,645 - declaring vehicles and equipment to be surplus for sale, trade-in or scrap
- [5.](#) Order 27,646 - authorizing the indefinite closure of the Queen City Underpass for cleaning, disinfection and maintenance, effective as of the date of this Order, during which a final determination will be made regarding the future of the Underpass with input from City Staff and CSX
- [6.](#) Order 27,647 - accepting the bid from Harbel, Inc., for the repairs to Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) in the not to exceed amount of \$253,220 and rejecting all other bids
- [7.](#) Order 27,648 - authorizing the renewal of the contract with Farrell Forestry, LLC to provide professional consulting forestry services to prepare for the FY25 timber sale for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning February 2, 2025 in the amount not to exceed \$30,000
- [8.](#) Order 27,649 - authorizing the execution of Change Order No. 6 with Triton Construction, for additional work not specified in the original contract consisting of different cast-in-place inlet structures due to utility conflicts with the originally proposed cast-in-place inlets, thin sidewalk pavers due to the grade and concrete border replacement, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$327,763.08, bringing the new contract value to \$15,515,879.60
- [9.](#) Order 27,650 - authorizing the execution of Change Order No. 1 with Gwin, Dobson & Foreman for the final design of the Evitts Creek Phase IV - Interceptor Sewer to Pump Station Contract (City Project 06-08-S), for the review of the Erosion and Sediment Control Plan, in the not to exceed amount of \$1,700
- [10.](#) Order 27,651 - authorizing the execution of an Interlocal Participation Agreement with the National Purchasing Cooperative, enabling the City of Cumberland to utilize the BuyBoard pricing agreement to obtain competitively bid contracts provided by BuyBoard, with a term beginning on the date of execution and automatically renewing for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement
- [11.](#) Order 27,652 - authorizing the execution of Change Order No. 1 with Excavating Associates due to additional quantities to perform the scope of work related to the paving required by the project for the South End Water Main Replacement Project (City Project No. 2-22-W) for an additional \$556,473.99 bringing the total contact price not to exceed \$4,953,353.99
12. Order 27,653 - authorizing appointments to the Human Relations Commission

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes of January 21, 2025 and January 28, 2025

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

2nd Floor Conference Room

Tuesday, January 21, 2025; 4:30 p.m.

The Mayor and City Council of Cumberland will meet in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, January 21, 2025, for the purpose of immediately closing the meeting to receive legal advice regarding pending legislation and to receive legal advice relative to the proposal for the settlement of Juan A. Arrisueno, et al. v. Frederic L.J. Baker, et al., Circuit Court for Allegany County, Maryland, Case No. C-01-CV-23-000057 and to discuss the settlement with City staff. The authority for the closure of the meeting is set forth in Section 3-305(b)(7) and (8) of the General Provisions Article of the Annotated Code of Maryland.

MOTION: Motion to enter into Closed Session was made by Council Member Fraizer seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members Richard Cioni, Jimmy Furstenberg, Brian Lepley and Eugene Fraizer

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk; City Solicitor Michael Cohen



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Tuesday, January 21, 2025; 5:15 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, James Furstenberg, Brian Lepley.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Chief Ternent, Michael Cohen; City Solicitor

Media: Teresa McMinn, Cumberland Times-News and Hannah Fout, WCBC

I. QUEEN CITY PEDESTRIAN UNDERPASS

Mr. Silka initiated the discussion in regards to the pedestrian underpass and distributed photographs that were captured from the Police Department of the current conditions. He turned the discussion over to Chief Ternent who went on to explain that a lot of hours and payroll are spent daily maintaining the underpass and the last four to five months the conditions have progressively worsened.

In the past year 114 cases have been created for various issues. The underpass is a CSX asset that is maintained by the City, and they are in favor of a temporary closure to clean and evaluate a path moving forward. There are known drainage issues, tar leaking from the ceilings and human waste being disposed, conditions that are hazardous and not acceptable for staff to be exposed to.

It was suggested that an Order be added to the next Agenda for a temporary closure to restore the underpass to acceptable conditions, all of Council unanimously agreed.

II. NATIONAL LEAGUE OF CITIES LINE WARRANTY PROGRAM

Mr. Silka began a discussion regarding National League of Cities (NLC) line insurance and spoke of a customer who had a leak from the meter to her house which increased her bill to an amount she could not afford. The City did work with her on the amount but she still could not afford the cost to repair the line.

The program for the NLC is a warranty program and is voluntary, so no cost for the City to offer to residents. The cost for the program would be added to the customer's bill and 10% of the premium is collected by the City. The program employs its own contractors to fulfill the job and is available to anyone using City lines and is available for water, sewer and plumbing.

A discussion ensued among all of Council and it was agreed to have an order and contract drafted for legal review.

III. REVIEW OF THE PUBLIC MEETING AGENDA OF JANUARY 21, 2025

- ❖ Mayor Morriss reviewed the Agenda with Council.
- ❖ Mr. Silka referred Council to Ordinance 4005 and advised that a motion to substitute Exhibit A (Plat) is needed. Michael Cohen explained the reason for the modification.
- ❖ Order 27, 636 pertains to The Gordian Group and their participation in the Maryland DGS project, this allows us to avoid bidding.
- ❖ It was agreed by all to remove Order 27, 639 from the table until a consensus is reached and to schedule a meeting for public input.

Mr. Silka recommends receiving input from staff and says that parking signs are not enforceable without a FT person to manage it. Currently the Wayfinding Plan is in progress, we want to avoid incurring duplicate expenses.

A discussion ensued around the idea of a temporary sign for 30-minute parking and the issue of no enforcement to back it up. All of Council agreed that a

meeting should be scheduled for the downtown staff and the public to voice their concerns or raise questions.

- ❖ Orders 27, 639 and 27,640 will be removed from the agenda.

IV. MAYOR AND CITY COUNCIL UPDATES

- ❖ Groundhog Day will be celebrated on February 3, 2025
- ❖ For the Wayfinding meeting renderings were presented with 3 different design ideas for signage for downtown.
- ❖ PACE took last week and was well-received by those who attended. A meeting took place with the USDA and the Governor's staff to discuss the issues we are facing at the water treatment plant as well as discussing funding for the project which is pushing \$45 Million. Key speakers highlighted issues the State is facing and budget deficit.
- ❖ The Greater Cumberland Committee held a meeting to discuss housing opportunities and how to help first time home buyers. Garrett County discussed their strategies as well.

V. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:05 p.m.
Respectfully Submitted,

Allison K. Layton
City Clerk

Minutes approved on_____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Public Meeting
57 N. Liberty Street, Cumberland, MD 21502

DATE: January 21, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss,

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk;
Shannon Adams, Fire Chief; Chief Ternent;

IV. Statement of Closed Meeting

The Mayor and City Council of Cumberland will meet in public session beginning at 4:30 p.m. in the 2nd floor Conference Room of City Hall on Tuesday, January 21, 2025, for the purpose of immediately closing the meeting to receive legal advice regarding pending legislation and to receive legal advice relative to the proposal for the settlement of Juan A. Arrisueno, et al. v. Frederic L.J. Baker, et al., Circuit Court for Allegany County, Maryland, Case No. C-01-CV-23-000057 and to discuss the settlement with City staff. The authority for the closure of the meeting is set forth in Section 3-305(b)(7) and (8) of the General Provisions Article of the Annotated Code of Maryland.

IV. Director's Reports

Motion to accept the reports was made by Council Member Frazier, seconded by Council Member Cioni, and was passed on a vote of 5-0.

(A) Administrative Services

1. Administrative Services Monthly Reports for December 2024

(B) Public Works

1. Maintenance Division Monthly Report for December 2024

(C) Fire

1. Fire Department Monthly Report for December 2024

(D) Police

1. Police Department Monthly Report for December 2024

V. Approval of Minutes

Motion to approve the minutes was made by Council Member Lepley, seconded by Council Member Furstenberg, and was passed on a vote of 5-0

1. Approving the Closed Work Session Minutes, Open Work Session Minutes and Regular Session Minutes for January 7, 2025

VI. Public Comments- – FOR AGENDA ITEMS ONLY. All public comments are limited to 5 minutes per person.

Dana Tinnen signed up but opted not to speak

VII. Unfinished Business

(A) Ordinances

1. Ordinance 4003 (*2nd and 3rd readings*) - authorizing the transfer of 424 Cumberland Street to Sandra Marin for the purchase price of \$29,000
SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the reading was made by Council Member Cioni, seconded by Council Member Frazier, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

2. Ordinance 4004 (*2nd and 3rd readings*) - authorizing the transfer of 921 Lexington Avenue to Jesse Martin for the purchase price of \$19,200

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the reading was made by Council Member Furstenberg, seconded by Council Member Lepley, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

Motion to amend Exhibit A of Ordinance 4005 was made by Council Member Lepley, seconded by Council Member Furstenberg and was passed on a vote of 5-0

3. Ordinance 4005 (*2nd and 3rd readings*) - providing for the closure of (1) a portion of an unnamed alley between Cecelia Street and Williams Street, running from the property line of a parcel owned by Emily White and Diane White, intersecting with the unnamed alley to the Eastern boundary line of land owned by Cumberland Gateway Real

Estate LLC and (2) a portion of another unnamed alley running from the Southern right of way line of Cecelia Street, South 81.01 feet on its East side and 72.9 feet on its West side, the portions of said alleys being located in the City of Cumberland, Allegany County, Maryland

SECOND READING: The ordinance was submitted in title only for its second reading. Motion to approve the reading was made by Council Member Fraizer, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

Mayor Morriss called for questions or comments. Being none, the ordinance was moved to its third reading.

THIRD READING: The ordinance was submitted in title only for its third reading and was passed on a vote of 5-0.

(A) Orders (Consent Agenda)

Motion to take Order No. 27,616 off the table was made by Council Member Lepley, seconded by Council Member Cioni, and was passed on a vote of 5-0

Motion to accept Order No. 27,616 was made, motion did not pass

VIII. New Business

(A) Resolutions

1. Resolution R2025-01 (*1 reading only*) - A resolution of the Mayor and City Council of Cumberland supporting the passage and enrollment of the Maryland Railway Safety Act

READING: The resolution was submitted in title only for its reading. **Motion** to approve the resolution was made by Council Member Fraizer, seconded by Council Member Furstenberg, and was passed on a vote of 5-0.

(B) Orders (Consent Agenda)

Motion to remove Order No's. 27,639 and 27,640 from the Agenda was made by Council Member Lepley, seconded by Council Member Fraizer and was passed on a vote of 5-0

Mr. Silka reviewed each item on the Consent Agenda, and Mayor Morriss called for questions or comments. **Motion** to approve each item was made by Council Member Furstenberg, seconded by Council Member Fraizer, and was passed on a vote of 5-0.

Order 27,633 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the District Court of Maryland continuing the Department's ability to access the Court's online On-View Arrest forms for a term from April 1, 2025 through March 31, 2028, with up to three extension options of one year each at the sole discretion of the AOC

2. Order 27,634 - authorizing the Chief of Police to donate on behalf of the City of Cumberland, \$1,000 per recruit, for a total of \$2,000, to the Antietam Volunteer Fire Department, which generously allowed our recruits to be housed at their facility while attending the police academy, with this donation reflecting our appreciation for their generosity and our commitment to maintaining a strong and positive relationship with their organization
3. Order 27,635 - declaring vehicles and equipment to be surplus for sale, trade-in or scrap
4. Order 27,636 - authorizing the execution of an "Intent to Participate in Cooperative Procurement of Maryland DGS Contract Number DGS-22-300-JOC" Agreement between The Gordian Group and the Mayor and City Council of Cumberland, allowing the City of Cumberland to obtain competitively bid contracts by utilizing the services provided by Gordian, with a term beginning on the date of execution and expiring on October 26, 2027
5. Order 27,637 - authorizing the Chief of Police to accept a FY24 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$11,442 to be used to purchase Active Assailant Response Equipment for patrol officers
6. Order 27,638 - authorizing the Chief of Police to accept the FY25 Entertainment Security Grant in the amount of \$25,875, which will be utilized to provide funding for officers to attend community events and conduct foot and bike patrols

7. Order 27, 641 - authorizing appointments to the Downtown Development Commission

Public Comments

All public comments are limited to 5 minutes per person, no comments were made.

Frank Clark distributed a handout to the Mayor and City Council members and went on to discuss the abandoned project at the former Memorial Hospital site and made the suggestion of converting the land in to building lots. He feels due to the high demand for housing in the area a house would sell quickly. He suggested feedback from Realtors and Builders on the kind of housing ideas.

Mayor Morriss thanked Frank for sharing his thoughts and updated that the current RFP in place is to receive feedback from builders.

Larry Jackson *signed up but left the meeting*

Max Green thanked the Mayor and City Council for their support on the West Side to expand green space. The garden spots are ready and should be assigned by March. He also inquired about the availability of a grant for \$93K for lighting on Washington Street. And lastly, he acknowledged the parking issues that are faced downtown but believes that it is too early to implement enforcement at this time.

Dana Tinnen greeted all in attendance and spoke of the proposal for a position for a youth program and events coordinator. The position will strengthen community relations, build city resources and partnerships locally and nationally, assist youth programs and boost the City's GDP. The position will support faith youth programs such as Souls Won Outreach, Allegany NAACP, City Reach and programs for the Hunters, Warriors and Renegades. All of these programs attract new tax payers. The position is connected to local events that can attract 10,000 people and revenue \$5 Million per weekend. He states that \$25,000 from the City would allow organizers to promote and book talent to boost the economy.

Lynette Akinson – *signed up but passed on speaking*

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:52 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilman Brian R. Lepley

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

M&CC Regular Public Meeting
57 N. Liberty Street, Cumberland, MD 21502

DATE: January 28, 2025

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Brian R. Lepley
President Raymond M. Morriss,

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk;
Michael Cohen, City Solicitor; Chief Ternent

Mayor Morriss welcomed all attendees and their input concerning the parking issues on Baltimore Street.

IV.

Hayden Ort-Ulm – representing his business Basecamp Coffee in the Rosenbaum Building feels that ParkMobile will dissuade patrons from visiting downtown. It was his impression that one of the reasons for the renovation was to allow customers to park and quickly access a business. He feels that the Wayfinding signage and One-hour parking would allow for easy access and the ParkMobile signage will cause conflict. Affordable parking options also need to be available for business employees. He remarked on the positive traffic that downtown is receiving and feels implementing parking fees should be considered after businesses have had more time to recover following the re-opening.

Mary Beth Pirolozzi – expressed that the renovation is beautiful and she is excited for the success of downtown. Noting the struggle businesses have experienced with three years of COVID and the renovation this decision is too impulsive and will discourage visitation. Employees parking for extended periods of time should be addressed by the business owner.

John Wunderlick – thanked the Mayor and City Council for providing the public the opportunity to speak. He mentioned Frostburg having parking meters and the app and within months they were eliminated. He inquired as to why and was told the decision was due to receiving negative feedback and they reverted back to 2-hour parking signs and monitor the parking with cameras.

Jan Wundrlick – thanked the Mayor and City Council for their time to allow the public to speak on this issue. She mentioned the parking on Centre and Liberty Streets with 10-20 minutes and 1-hour free and does not feel fees for all parking are necessary. Parking is free on weekends and evenings but during the day you would be resorted to an app to patron businesses. She mentioned current parking ticket rates of \$25 and if not paid in 30 days an additional charge of \$25-30 with no forgiveness is applied. This is not an incentive to return if you are faced with those fees.

Becky and Tom Ferelmen – discussed the impact paid parking can have on local businesses and addressed negative affects these policies had in various cities across the US, some which have a greater population than Cumberland. A few areas cited were Princeton, NJ, Coldwell, ID, Hickory, NC, Battleboro, VT, Haverhill, MA, El Paso, TX, Davis, CA. The implementation of paid parking caused a significant decline in customer visitation and revenue.

If communities with greater population than Cumberland struggle with these changes, Cumberland is more likely to face greater challenges due to the declined population. With the easy access to downtown from I-68, the C&O path and the Great Allegany Passage draw outdoor enthusiasts who contribute to the City revenue. The Western Maryland Scenic Railroad attracted 32K visitors in one year,

and 36K cyclists, illustrating the importance of tourism. Tom referred to his gallery and noted that they have received visitors from Richmond, Rockville, Morgantown, Pittsburgh, Hagerstown and Frederick. The implementation of paid parking could be detrimental to this trend and discourage visitation in the future.

Gayle Griffith – thanked the Mayor and City Council for allowing the public express concerns. She went on to explain that in the 1980's the Book Centre was being opened on N. Centre Street and had significant response in that location. Street parking in front of the location was very valuable to the business and she was very supportive of the plans to reopen Baltimore Street. With less than 2- months of traffic since the re-opening, she feels it is a bit presumptive to implement parking fees. She suggests booting offenders abusing parking and feels that more time is needed to see what kind of visitation is experienced during warmer weather.

Chris Meyers – a resident and business owner on Liberty Street, greeted the Mayor and City Council and mentioned his disappointment of no copy of the intended implemented parking Ordinance or supporting data for public review. He went on to express his opinion of confusion with parking signs and parking times on different streets and stated that standardized parking throughout the City would simplify any confusion. He also, mentioned a known parking issue with downtown employees on streets other than Baltimore Street, which is where the parking concern is. If enforcement is being pursued for one street it should be pursued for all of the downtown streets along with adequate lighting. He went on to add that residential parking has not been addressed as was already brought up at a previous meeting. A Handicap person can park anywhere for uncertain amounts of time with a permit and this Ordinance does not address this issue.

Rob Fout – owner of the gun shop in Ridgeley, wanted to be sure the problem is being solved. He went on to add that parking is an asset and the value is determined by who parks there. Increased patronage determines this value. Parking spots being appropriated for 8 hours could be converted in to 16 customers visiting a business. His recommendation is for 1-hour free with validation by an app that is validated by a business, the next 30 minutes would be a \$1, second hour would be \$5, third hour \$10, fourth hour \$20

Larry Jackson – greeted Mayor and City Council thanking them for allowing time to hear concerns from residents and went on to say that the DDC was concerned with the parking Ordinance because they were not included in the decision process. He pointed out the complaints of people abusing parking spaces and brought up the fact that this is not the case because there is currently nothing posted indicating this is not allowed. He suggested using ParkMobile for off street parking lots and for on street parking, consistent signage indicating the terms. This eliminates the concerns for those who may not want or feel comfortable using an App. He is concerned

about discouraging people from returning downtown despite the positive feedback and response being received.

Becky McClarren – expressed that being a part of the committee that oversaw the project was very thrilling to observe. She feels some time should be taken before implementing parking and stated that perception is reality, and charging parking is not very welcoming to our community.

Ed Mullaney – business owner and Chair of Let's Beautify Cumberland (LBC) suggested the creation of a parking advisory group to create additional parking. He went on to mention that he spent some time looking in to those parking for extended periods of time and addressed the concern with them. With a lot of other issues being faced with downtown, implementing parking fees should not be taking place at this time.

John Michaels – assistant director for resources for independents, an advocacy group for individuals with disabilities and a commissioner for disabilities for the State of Maryland. On a recent visit to Baltimore Street, it was noted that of the 16 total spaces, only 2 are designated as handicapped and he would like to see a total of 8 spaces. He went on to explain the issues one would face parking in a garage with mobility issues. He explained that he would like to conduct an accessibility survey by placing elected officials in wheelchairs to experience the challenges faced navigating downtown with those obstacles.

Donna Monteleone – spoke of her business that was not affected by the construction but since the reopening has experienced a significant increase in business. She feels it would be discouraging to enforce parking fees at this time.

Adrienne Monroe – advises she has been a part of downtown since she was 15. Her father owns M&M Bake shop and she has never experienced Baltimore Street being open and says that clientele has increased since the opening. During the construction the shop suffered sales and faced the thought of having to possibly close, now that the street is opened up, they are starting to see an increase and fear charging for accessible parking will turn customers away that come from all over to support the shop.

Frank Fry – with Morton's Jewelry Store has been on Baltimore Street since 1934 and has repeatedly heard the complaints concerning parking. He expressed his enthusiasm with the current influx in traffic to the mall and feels that charging for parking takes that opportunity away. He feels that the parking App will be difficult for most senior citizens to use and suggests free short-term parking for 1 hour.

XI. Adjournment

With no further business at hand, the meeting adjourned at 6:00 p.m.

Minutes approved on_____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Resolution R2025-02 (*1 reading only*) - Declaring the intent to reimburse expenditures paid with respect to projects generally identified as cross connections, hydrants and valves, SCADA upgrades, roofing, garage list, garage door replacements, Valley Street bridge design and street improvements from proceeds of "Reimbursement Bonds" in accordance with U.S. Treasury Regulation Section 1.150-2

RESOLUTION NO. R2025-02

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND ENTITLED
A RESOLUTION DECLARING THE OFFICIAL INTENT OF MAYOR AND CITY
COUNCIL OF CUMBERLAND TO REIMBURSE EXPENDITURES PAID WITH
RESPECT TO PROJECTS GENERALLY IDENTIFIED AS CROSS CONNECTIONS,
HYDRANTS AND VALVES, SCADA UPGRADES, ROOFING, GARAGE LIFT,
GARAGE DOOR REPLACEMENTS, VALLEY STREET BRIDGE DESIGN, AND
STREET IMPROVEMENTS FROM PROCEEDS OF “REIMBURSEMENT BONDS” IN
ACCORDANCE WITH U.S. TREASURY REGULATION SECTION 1.150-2.

RECITALS

1. Pursuant to appropriations provided for in the fiscal year 2025 budget, Mayor and City Council of Cumberland, a Maryland municipal corporation (the “City”), has or will be (i) acquiring and installing cross connections, hydrants and valves, SCADA upgrades, roofing, garage lift, garage door replacements and Valley Street bridge design, and (ii) completing street improvements (collectively, the “Projects” or, individually, a “Project”).

2. The City anticipates borrowing money for costs of the Projects, such borrowing to be evidenced by one or more series of general obligation bonds or other evidence of indebtedness to be issued by the City (collectively, or individually by series, the “Bonds”).

3. The City reasonably expects to spend City funds on costs of the Projects prior to issuance of the Bonds or any interim financing issued or incurred by the City in anticipation of the Bonds, and (i) to reimburse the City from proceeds of the Bonds for all or a portion of such previously paid costs of the Projects, and/or (ii) to use proceeds of the Bonds to refinance all or a portion of any

interim borrowing issued or incurred by the City that is applied to reimburse the City for previously paid costs of the Projects.

4. Section 1.150-2 of the U.S. Treasury Regulations (the “Reimbursement Regulations”) provides that local governments funding “original expenditures” intended to be reimbursed from the proceeds of tax-exempt “obligations” must make a declaration of “official intent” in order to qualify such original expenditures for reimbursement from a “reimbursement bond”, all within the meaning of the Reimbursement Regulations.

5. The City is an “issuer” for purposes of the Reimbursement Regulations and wishes to adopt this Resolution for the purpose of evidencing the clear and official intent of the City to reimburse from reimbursement bond proceeds (meaning the Bonds or any interim financing issued or incurred in anticipation of the Bonds) original expenditures paid for costs of the Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT:

SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this Resolution and are incorporated by reference herein, and capitalized terms defined in the Recitals to this Resolution and not otherwise defined herein will have the meanings given to such terms in the Recitals hereto.

(b) References in this Resolution to the Projects shall be deemed to include any changes in the scope of activities of a Project made by the City in accordance with applicable budgetary or other law, including (without limitation) in future fiscal years. References in this Resolution to costs of the Projects shall be deemed to be to expenditures that constitute capital expenditures and, to the extent applicable, (i) costs of issuance of any borrowing related to any Project and (ii) capitalized interest.

SECTION 2. In accordance with the Reimbursement Regulations, the Mayor and City Council of the City hereby makes this declaration of its reasonable expectation that the City will (i) expend money to pay costs of the Projects prior to the issuance of the Bonds (or any interim financing issued or incurred in anticipation of the Bonds), and (ii) use proceeds of the Bonds (or such interim financing), which Bonds (or such interim financing) will qualify as a “reimbursement bond” for purposes of the Reimbursement Regulations, to reimburse all or a portion of such previously paid costs of the Projects. This Resolution is intended to be a declaration of official intent within the meaning of the Reimbursement Regulations.

SECTION 3. The maximum principal amount of the Bonds expected to be issued for the Projects (and the maximum principal amount of any interim financing to be issued or incurred in anticipation of the Bonds) is Two Million One Hundred Seventy-Seven Thousand Six Hundred Fifty-Nine Dollars (\$2,177,659); such specified maximum principal amount applies, to the extent applicable, both to any Bonds issued for such Projects and to any interim financing issued or incurred for such Projects.

SECTION 4. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

[CONTINUED ON FOLLOWING PAGE]

SECTION 5. This Resolution shall take effect from the date of its adoption.

MAYOR AND CITY COUNCIL
OF CUMBERLAND

(SEAL)

Raymond M. Morriss, Mayor

ATTEST:

Allison K. Layton
City Clerk

Introduced: _____, 2025

Adopted: _____, 2025

Votes for adoption:_____

Votes against adoption:_____

Abstentions:_____

Effective: _____, 2025

File Attachments for Item:

. Order 27,642 - authorizing the abatement of taxes and interest for City-owned properties

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

ORDER NO. 27,642

DATE: February 4, 2025

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

THAT, the City Comptroller be and is hereby authorized to abate City

Real Property taxes, interest and utilities owed for the following properties and

tax years listed:

Address	Tax Acct. No.	Tax Years	Total Tax Amount	Total Interest	Water/Sewer	Total
425 Central Avenue	22-008277	2023-2024	\$621.22	\$114.42	\$0.00	\$735.64
415 Central Avenue	22-011782	2023-2024	\$38.14	\$8.39	\$0.00	\$46.53
921 Lexington Avenue	04-040813	2021-2024	\$974.74	\$545.86	\$0.00	\$1520.60
413 Central Avenue	22-015427	2022-2024	\$702.44	\$231.52	\$0.00	\$933.96
411 Central Avenue	22-002740	2022-2024	\$15.90	\$5.40	\$0.00	\$21.30
212 Baltimore Avenue	23-012413	2022-2024	\$1977.38	\$672.14	\$0.00	\$2649.52
445 Waverly Terrace	22-005863	2016-2024	\$2168.09	\$2214.65	\$0.00	\$4425.03
424 Cumberland Street	06-041515	2021-2024	\$1810.69	\$858.30	\$0.00	\$2668.99
443 Central Avenue	22-007998	2020-2024	\$1160.50	\$655.12	\$1401.96	\$1815.62
112 Springdale Street	04-014502	2020-2024	\$1279.18	\$814.48	\$0.00	\$2093.66
8 Marion Street	35-001727	2013-2024	\$3639.08	\$4922.04	\$585.64	\$8561.12
Totals			\$14,387.36	\$11,042.32	\$1987.60	\$25,471.97

Raymond M. Morriss, Mayor



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

SUDER JOSHUA D

413 CENTRAL AVE
CUMBERLAND MD 21502-

Description & Location: 413 CENTRAL AVE
413 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22015427

Print Date: 01/30/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 930.72

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2022		06/24/2022	226.02	0.00	131.09	0.00	352.24	4.87
2023 Real Estate Tax Annual	2023		07/01/2023	226.73	0.00	77.09	0.00	303.82	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	249.69	0.00	24.97	0.00	274.66	0.00

Taxes 2022- 2024 - 702.44
Interest 2022- 2024 - 228.28



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND MAYOR AND CITY COUNCIL
STALLING DEBBIE LYNN
57 N LIBERTY STREET
CUMBERLAND MD 21502-

Description & Location: 445 N WAVERLY TERR
445 WAVERLY TER
CUMBERLAND 21502

Payoff Statement for PIDN: 22005863

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 4425.03

Taxes 2016-2024 = 2168⁸⁹
Interest 2016-2024 = 2256⁹⁴

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax	2016		06/28/2016	117.78	0.00	230.85	0.00	348.63	0.00
Real Estate Tax	2016		06/28/2016	117.78	0.00	237.92	0.00	355.70	0.00
Real Estate Tax Semi Annual	2017		06/27/2017	132.44	0.00	227.80	0.00	360.24	0.00
Real Estate Tax Annual	2017		06/27/2017	132.44	0.00	235.74	0.00	368.18	0.00
Real Estate Tax Semi Annual	2018		06/27/2018	116.01	0.00	171.69	0.00	287.70	0.00
Real Estate Tax Annual	2018		06/27/2018	116.02	0.00	178.67	0.00	294.69	0.00

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Semi Annual	2019		06/26/2019	116.01	0.00	143.85	0.00	259.86	0.00
Real Estate Tax Annual	2019		06/26/2019	116.02	0.00	150.83	0.00	266.85	0.00
Real Estate Tax Semi Annual	2020		06/29/2020	116.01	0.00	116.01	0.00	232.02	0.00
Real Estate Tax Annual	2020		06/29/2020	116.02	0.00	122.98	0.00	239.00	0.00
Real Estate Tax Annual	2021		06/28/2021	235.92	0.00	193.45	0.00	429.37	0.00
Real Estate Tax Annual	2022		06/24/2022	239.80	0.00	139.08	0.00	378.88	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	243.68	0.00	82.85	0.00	326.53	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	252.16	0.00	25.22	0.00	277.38	0.00



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

KETTERMAN AARON A

8 MARION ST
CUMBERLAND MD 21502-2519

Description & Location: 8 MARION ST
8 MARION ST
CUMBERLAND 21502

Payoff Statement for PIDN: 35001727

Water

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 8561.12

270156009 - 585.64
Taxes 2013-2024 = 3639.08
Interest 2013-2024 = 4922.01

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax	2013		06/24/2013	139.02	0.00	372.57	0.00	511.59	0.00
Real Estate Tax	2013		06/24/2013	139.02	0.00	380.91	0.00	519.93	0.00
Real Estate Tax	2014		06/26/2014	139.02	0.00	339.21	0.00	478.23	0.00
Real Estate Tax	2014		06/26/2014	139.02	0.00	347.55	0.00	486.57	0.00
Real Estate Tax	2015		07/01/2015	139.02	0.00	305.84	0.00	444.86	0.00
Real Estate Tax	2015		07/01/2015	139.02	0.00	314.19	0.00	453.21	0.00
Real Estate Tax	2016		06/28/2016	139.02	0.00	272.48	0.00	411.50	0.00
Real Estate Tax	2016		06/28/2016	139.02	0.00	280.82	0.00	419.84	0.00

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Semi Annual	2017		06/27/2017	152.57	0.00	262.42	0.00	414.99	0.00
Real Estate Tax Annual	2017		06/27/2017	152.57	0.00	271.57	0.00	424.14	0.00
Real Estate Tax Annual	2018		06/28/2018	305.14	0.00	469.92	0.00	775.06	0.00
Real Estate Tax Annual	2019		06/27/2019	305.14	0.00	396.68	0.00	701.82	0.00
Real Estate Tax Annual	2020		06/29/2020	305.14	0.00	323.45	0.00	628.59	0.00
Real Estate Tax Annual	2021		06/28/2021	311.14	0.00	255.13	0.00	566.27	0.00
Real Estate Tax Annual	2022		06/24/2022	317.14	0.00	183.94	0.00	501.08	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	323.15	0.00	109.87	0.00	433.02	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	354.93	0.00	35.49	0.00	390.42	0.00



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

PETTIE EARL E SR ET AL
PETTIE CHARLES W JR
907 LAFAYETTE AVE.
CUMBERLAND MD 21502-4507

Description & Location: 443 CENTRAL AVE
443 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22007998

Water
240034005 - 140196

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 1815.62

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2020		06/29/2020	220.38	0.00	233.60	0.00	453.98	0.00
Real Estate Tax Annual	2021		06/28/2021	224.61	0.00	184.18	0.00	408.79	0.00
Real Estate Tax Annual	2022		06/24/2022	228.85	0.00	132.73	0.00	361.58	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	233.09	0.00	79.25	0.00	312.34	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	253.57	0.00	25.36	0.00	278.93	0.00

Taxes 2020-2024 = 1160.50
Interest 2020-2024 = 655.12



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

HOUSE STEPHEN E

425 CENTRAL AVE
CUMBERLAND MD 21502-

Description & Location: 425 CENTRAL AVE
425 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22008277

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 735.64

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2023 Real Estate Semi Annual 1	2023		07/01/2023	147.80	0.00	50.25	0.00	198.05	0.00
2023 Real Estate Semi Annual 2	2023		07/01/2023	147.80	0.00	41.38	0.00	189.18	0.00
2024 Real Estate Semi Annual 1	2024		07/01/2024	162.81	0.00	16.28	0.00	179.09	0.00
2024 Real Estate Semi Annual 2	2024		07/01/2024	162.81	0.00	6.51	0.00	169.32	0.00

Taxes 2023-2024 = 421.22

Interest 2023-2024 = 114.42



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

WORMACK JAMES W-JOYCE E

21 KELSO DR
LAVALLE MD 21502-7127

Description & Location: 415 CENTRAL AVE
415 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22011782

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 46.53

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
2023 Real Estate Tax Annual	2023		07/01/2023	19.07	0.00	6.48	0.00	25.55	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	19.07	0.00	1.91	0.00	20.98	0.00

Taxes 2023 - 2024 = 38¹⁴
Interest 2023 - 2024 = 8³⁹



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND MAYOR AND CITY COUNCIL

57 N LIBERTY STREET
CUMBERLAND MD 21502-

Description & Location: 921 LEXINGTON AV COR
921 LEXINGTON AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 04040813

Print Date: 01/28/2025

Payoff Date: 08/28/2025

Total Due On Payoff Date: 1520.60

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2021		06/28/2021	227.08	0.00	213.46	0.00	440.54	0.00
Real Estate Tax Annual	2022		06/24/2022	231.68	0.00	162.18	0.00	393.86	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	236.27	0.00	108.68	0.00	344.95	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	279.71	0.00	61.54	0.00	341.25	0.00

Taxes 2021-2024 = 974.74
Interest 2021-2024 = 545.86



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

SUDER JOSHUA D

413 CENTRAL AVE
CUMBERLAND MD 21502-

Description & Location: 411 CENTRAL AVE
411 CENTRAL AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 22002740

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 21.30

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2022		06/24/2022	5.30	0.00	3.07	0.00	8.37	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	5.30	0.00	1.80	0.00	7.10	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	5.30	0.00	0.53	0.00	5.83	0.00

Taxes 2022 - 2024 = 15.90
Interest 2022 - 2024 = 5.40



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

HUNT MATTHEW J

212 BALTIMORE AVE
CUMBERLAND MD 21502-2406

Description & Location: 7705 SQ FT
212 BALTIMORE AVE
CUMBERLAND 21502

Payoff Statement for PIDN: 23012413

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 2649.52

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2022		06/24/2022	657.24	0.00	381.20	0.00	1038.44	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	662.19	0.00	225.14	0.00	887.33	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	657.95	0.00	65.80	0.00	723.75	0.00

Taxes 2022-2024 = 1977.³⁸
Interest 2022-2024 = 672.¹⁴



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CUMBERLAND MAYOR AND CITY COUNCIL

57 N LIBERTY STREET 4303 W OKLAHOMA AVE
CUMBERLAND MD 21502-

Description & Location: 424 CUMBERLAND ST
424 CUMBERLAND ST
CUMBERLAND 21502

Payoff Statement for PIDN: 06041515

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 2668.99

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2021		06/28/2021	464.41	0.00	380.82	0.00	845.23	0.00
Real Estate Tax Annual	2022		06/24/2022	473.25	0.00	274.48	0.00	747.73	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	482.07	0.00	163.90	0.00	645.97	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	390.96	0.00	39.10	0.00	430.06	0.00

Taxes 2021-2024 = 1810.69
Interest 2021-2024 = 858.30



City of Cumberland
57 N Liberty Street
Cumberland, MD 21502

CONLEY TIMOTHY L

3204 WILLIAMS ST
NEWPORT NEWS VA 23607-

Description & Location: 112 SPRINGDALE ST
112 SPRINGDALE ST
CUMBERLAND 21502

Payoff Statement for PIDN: 04014502

Print Date: 01/28/2025

Payoff Date: 02/28/2025

Total Due On Payoff Date: 2093.66

Code	Year	Period	Date	Normal	Penalty	Interest	Discount	Due	Payment
Real Estate Tax Annual	2020		06/29/2020	387.78	0.00	411.05	0.00	798.83	0.00
Real Estate Tax Annual	2021		06/28/2021	218.26	0.00	178.97	0.00	397.23	0.00
Real Estate Tax Annual	2022		06/24/2022	218.26	0.00	126.59	0.00	344.85	0.00
2023 Real Estate Tax Annual	2023		07/01/2023	218.26	0.00	74.21	0.00	292.47	0.00
2024 Real Estate Tax Annual	2024		07/01/2024	236.62	0.00	23.66	0.00	260.28	0.00

Taxes 2020-2024 = 1279.18
Interest 2020-2024 = 814.48

File Attachments for Item:

. Order 27,643 - lifting the provisions of Section 11-113 of the City Code to allow open containers of alcohol within a defined area of the downtown mall for the Hooley Pub Crawl from Noon on March 15, 2025 through 2 AM on March 16, 2025 from; notwithstanding, that open glass containers shall not be permitted

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

ORDER NO. 27,643

DATE: February 4, 2025

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

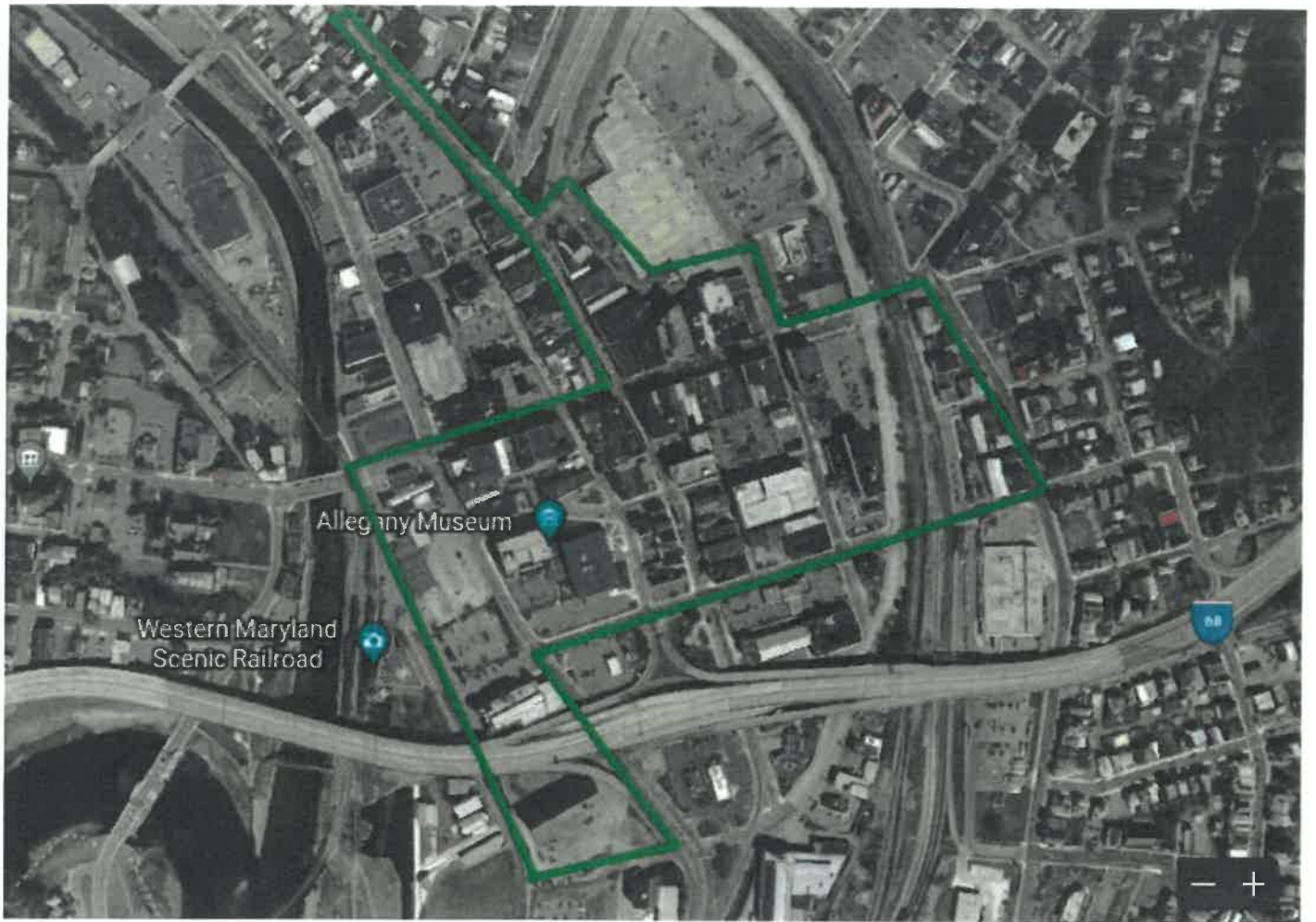
THAT, the provisions of Section 11-113 of the City Code, entitled “Open Containers of Alcohol,” be and are hereby lifted for the **Hooley Pub Crawl** beginning on March 15, 2025 at 12:00 p.m. through 2:00 a.m. on March 16, 2025, within the confines of the following areas:

- Mechanic at Bedford Street south to Wineow Street;
- Wineow Street to Winston Street to Centre Street;
- Centre Street to Harrison Street
- Harrison Street East to Queen City Drive
- Queen City Drive north to Baltimore Street;
- Baltimore Street west to George Street;
- George Street north to Butler Alley;
- Butler Alley to Centre Street;
- Centre Street from Frederick Street north to 171 North Centre Street
- Bedford Street from Centre Street to Mechanic St.
- Extension off of Queen City Drive to Queen City Pavement/Gulf Memorial Drive.

Notwithstanding the foregoing, open glass containers shall not be permitted in the area defined above and Section 11-113 (a) of the City Code shall remain in force and effect as to glass open containers of alcoholic beverages in that area.

Raymond M. Morriss, Mayor

***Map attached**



File Attachments for Item:

. Order 27,644 - authorizing the acceptance of a grant from the Maryland Department of Housing and Community Development (DHCD) in the amount of \$25,000 to support Cumberland's Main Street Program (the Downtown Development Commission)

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

ORDER NO. 27,644

DATE: February 4, 2025

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

THAT, the Mayor be and is hereby authorized to execute a grant agreement with the MD Department of Housing and Community Development (DHCD) regarding DHCD's provision of a total amount not-to-exceed Twenty Five Thousand Dollars (\$25,000) in grant funds to the City to be used to support marketing and advertising efforts in conjunction with the Cumberland Main Street Program; and

BE IT FURTHER ORDERED, that the City Comptroller be and is hereby authorized to accept these funds.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 4, 2025

Key Staff Contact: Melinda Kelleher, Executive Director, Downtown Development Commission

Item Title: Cumberland Main Street: Rich History, Vibrant Future

(Main Street Improvement Program (MIP) Grant for 2025)

Summary of project/issue/purchase/contract, etc for Council:

Consider describing in detail 1) what the project / purchase / contract/ presentation, etc. entails; 2) what funding will be used; 3) whether the project, etc. is budgeted for this fiscal year or what other funding will apply; 4) if sole source, how the purchase qualifies under the code provisions; 5) benefits to City; 6) timeline, etc.

This annual grant from the Maryland Department of Housing and Community Development (DHCD) supports Cumberland's Main Street Program (Downtown Development Commission). The funds will support:

Marketing & Special Events Coordinator PT Position - \$17,680

Design Firm for the Redesign of the Reimagine Cumberland Website - \$4,000

Radio and Print Ads - \$2,000

Signage and Banners - \$1,320

TOTAL \$25,000

The attached grant agreement is fully executed with signatures from DHCD and Mayor Ray Morris for the City of Cumberland. The effective date of the grant is October 21, 2024 and the funds must be utilized and the grant closed by October 21, 2025 (FY'26).

This grant is a tremendous benefit to the Main Street program and most importantly, allows the DDC to employ a part-time marketing and events coordinator. The coordinator position is critical for our social media growth and reach, which directly benefits the small businesses downtown that we serve. Additionally, this position provides much needed support for special events.

Amount of Award: \$25,000

Budget number: DDC.OAG5 (Operating Assistance Grant)

Award # from DHCD: CDS-APP-2025-Cumberland-00191

Grant, bond, etc. reference:

OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "Agreement"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("DHCD"), and MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND (the "Grantee"), is entered into as of the date it is executed by DHCD (the "Effective Date").

RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "Program"). The Program includes) Main Street Improvement Program Grants ("MIP Grants"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "Act."

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated May 17, 2024 (the "Application"), DHCD has approved an award of MIP Grant funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "Guide"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose.

The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "Project Activities") set forth in Exhibit A attached hereto (the "Project"). Upon request by the Grantee, the Department, in its sole discretion, may modify the Project Activities and/or the Project by providing prior written notice to Grantee of such modification.

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000) (the "Grant").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as set forth in the budget (the "Budget") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the "Grant Period"). The Grant Period is deemed to commence on the Effective Date. The Department, in its sole discretion, may extend the Grant Period by providing prior written notice to the Grantee of such extension. Grantee shall be reimbursed for eligible costs incurred during the Grant Period; provided, however, that DHCD may, in its sole discretion, determine if Grantee shall be reimbursed for costs incurred before the Effective Date. Any costs incurred by Grantee before the Effective Date and before approval by DHCD of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement. DHCD, in its sole discretion, may extend the Termination Date by written notice to Grantee.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project and in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred, as well as reimbursement for costs incurred, on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to the satisfaction of any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii)

Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default of the terms of this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("State") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Report. Grantee shall submit a written progress report within six months of the effective date containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget, and plans for moving Project activity forward.

(c) Final Report. Grantee shall submit to DHCD a final report (the "Final Report") which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report. The Final Report shall be submitted to DHCD within 30 days of the expiration of the Grant Period; provided, however, that in the event Grantee submits its final request for disbursement for all remaining undisbursed Grant funds prior to the expiration of the Grant Period, the Final Report shall be submitted with such final request for disbursement.

9. Modifications.

(a) Except as provided in Section 9 (b), no modification to this Agreement may be made unless by written instrument executed by both Parties.

(b) Modifications not requiring a written instrument.

(i) Modifications to the Project.

- a. DHCD will consider reasonable modifications to the Project.
- b. All requests to modify the Project must be submitted to DHCD in writing.
- c. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must have approved the proposed modification.
- d. DHCD shall determine, in its sole discretion, whether to allow the requested modification.
- e. Upon approval of the modification, DHCD will notify the Grantee in writing. This approval shall formalize the modification and constitute a valid modification to this Agreement. A separate written instrument executed by both Parties is not required.

(i) Modifications of the Grant Period or the reallocation DHCD funding in Exhibit B.

- a. Requests to change the grant period or reallocate the use of DHCD funds as described in Exhibit B may be amended from time to time by the Grantee.
- b. To request such change, Grantee may submit a written change order.
- c. Once approved by the Department, the change order will be countersigned by DHCD. This shall formalize the modification and constitute a valid modification to this Agreement. A separate written instrument executed by both Parties is not required.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD determines such assistance is necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a nonprofit 501(c)(3) organization or a government entity validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee.

(c) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(d) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(e) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an "Interested Person"), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the "Conflict of Interest Policy") that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee's Conflict of Interest Policy;

(f) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(g) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(h) Grantee is not affiliated with or controlled by a for-profit organization;

(i) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(j) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of L.R.C. §501(c)(3);

(k) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(l) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national origin;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

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

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial

assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

16. **Notices.** All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development
2 North Charles Street, Suite 450
Baltimore, Maryland 21201
Attn: Christine McPherson, Assistant Director

(b) Communication to Grantee shall be mailed to:

Mayor and City Council of Cumberland, Maryland
57 North Liberty Street
Cumberland, MD 21502
Attn: Melinda Kelleher, Executive Director

17. **Amendment.** Other than modifications that are explicitly identified in this Agreement as modifications, the Department may make unilaterally by providing written notice to the Grantee, this Agreement, or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.

18. **Assignment.** No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.

19. **Governing Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to its conflict of laws provisions.

20. **Effective Date.** This Agreement is effective as of the Effective Date.

21. **Execution.** The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken

together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Each person signing this Agreement on behalf of a Party represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

22. CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

MAYOR AND CITY COUNCIL OF CUMBERLAND,
MARYLAND

Signed by:
By: Raymond Morris (SEAL)
Name: Mr. Raymond M. Morris
Title: Mayor

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT

Signed by:
By: Carol Gilbert (SEAL)
Name: Carol Gilbert
Title: Assistant Secretary, Division of Neighborhood
Revitalization

Approved for form
and legal sufficiency

10/21/2024

Effective Date

Assistant Attorney General

Exhibit A - Description of the Project Activities
Exhibit B - Project Budget
Exhibit C - Special Conditions

EXHIBIT A

OPERATING ASSISTANCE GRANT PROGRAM

PROJECT ACTIVITIES

As more fully described in Grantee's application for funds
dated May 17, 2024

GRANTEE: Mayor and City Council of Cumberland, Maryland

PROJECT ADDRESS: 57 North Liberty Street, Cumberland, MD 21502

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used to support a marketing and special events coordinator, design firm, radio and print advertisements, signage, and banners.

OTHER CONTRIBUTION(S)

<u>Source of Funds</u>	<u>Amount</u>	<u>Value Derivation</u>
N/A	\$N/A	N/A

EXHIBIT B**OPERATING ASSISTANCE GRANT PROGRAM****PROJECT BUDGET**

USES OF FUNDS	DHCD	TOTALS
Marketing and Special Events Coordinator	\$17,680	\$15,000
Consultant: Design Firm	\$4,000	\$4,000
Radio and Print Ads	\$2,000	\$2,000
Signage and Banner	\$1,320	\$1,320
TOTALS	\$25,000	\$25,000

EXHIBIT C

OPERATING ASSISTANCE GRANT PROGRAM

SPECIAL CONDITIONS

N/A

File Attachments for Item:

. Order 27,645 - declaring vehicles and equipment to be surplus for sale, trade-in or scrap

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

ORDER NO. 27,645

DATE: February 4, 2025

WHEREAS, the Mayor and City Council of Cumberland is the record owner of certain vehicles and equipment that has been determined to be of no further value to the City; and

WHEREAS, the Mayor and City Council desire to dispose of said vehicles and equipment;

IT IS THEREFORE ORDERED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, THAT, the following vehicles and equipment are hereby declared to be surplus property and authorized for sale, trade in, scrap or disposal:

Item No.	Department	Item Description	Model/Serial No.
900	Veh. Maint.	2011 FORD RANGER	1FTLR4FEXBPA63355
223	Street	1999 CHEVROLET CAB/CHASSIS W/COMPRESSOR	1GBHC34FXXF042374
Gator	P&R	2007 JOHN DEERE GATOR	W04X2XD014774
398	Water Dis.	1997 AGCO TRACTOR 4X4 MODEL 6670	1195
216	Street	GMC SIERRA 2500 4WD	1GD22ZCG0BZ369516

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: February 4, 2025

Key Staff Contact: Brian Broadwater

Item Title:

Surplus of Vehicles and Equipment

Summary of project/issue/purchase/contract, etc for Council:

Recommendation to declare the following vehicles and/or equipment as surplus property and authorized for sale, trade in or scrap:

900	Veh. Maint.	2011 FORD RANGER	1FTLR4FEXBPA63355
223	Street	1999 CHEVROLET CAB/CHASSIS W/COMPRESSOR	1GBHC34FXXF042374
Gator	P&R	2007 JOHN DEERE GATOR	W04X2XD014774
398	Water Dis.	1997 AGCO TRACTOR 4X4 MODEL 6670	1195
216	Street	GMC SIERRA 2500 4WD	1GD22ZCG0BZ369516

Amount of Award: NA

Budget number: NA

Grant, bond, etc. reference: NA

File Attachments for Item:

. Order 27,646 - authorizing the indefinite closure of the Queen City Underpass for cleaning, disinfection and maintenance, effective as of the date of this Order, during which a final determination will be made regarding the future of the Underpass with input from City Staff and CSX

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

ORDER NO. 27,646

DATE: February 4, 2025

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

THAT, the indefinite closure of the Queen City Underpass for cleaning, disinfection and maintenance be and is hereby approved, effective as of the date of this Order; and

BE IT FURTHER ORDERED THAT, during said closure a final determination will be made regarding the future of the Underpass with input from City Staff and CSX.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 27,647 - accepting the bid from Harbel, Inc., for the repairs to Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) in the not to exceed amount of \$253,220 and rejecting all other bids

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

ORDER NO. 27,647

DATE: February 4, 2025

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

THAT, the bid from Harbel, Inc., 11521 Milnor Avenue/PO BOX 358, Cumberland MD 21502, for the repairs to Bridge A-C-10 Marion Street Bridge (City Project 2023-12-BRDG) be and is hereby accepted in the amount not-to-exceed Two Hundred Fifty Three Thousand Two Hundred Twenty Dollars and No Cents (\$253,220.00); and

BE IT FURTHER ORDERED THAT, all other proposals received for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Order of bids:

Harbel, Inc.	\$253,220.00
Legend Painting, Inc.	\$600,050.00
Mar-Allen Concrete Products, Inc.	\$514,950.10

Budget:
115.GP1.63000

Council Agenda Summary

Meeting Date: 2/4/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Award Repairs to Bridge A-C-10 Marion Street Bridge, City Project # 2023-12-BRDG

Summary of project/issue/purchase/contract, etc for Council:

Award Repairs to Bridge A-C-10 Marion Street Bridge Contract to low responsive bidder, Harbel, Inc., in the lump sum cost of \$253,220.00.

This project involves various repairs on Marion Street Bridge including repair of delaminated and loose concrete and spalls at substructure and superstructure components, and associated traffic control measures.

This project was advertised for bid on 11/20/24. Bids closed on 12/18/24, with three qualified bid being received. The low bidder was Harbel Inc., with an acceptable bid of \$253,220.00. Other bids ranged from \$514,950.10 to \$600,050.00

The project is budgeted for this fiscal year, and utilizes City Funds.

Amount of Award: \$253,220.00

Budget number: 115.GP1.63000

Grant, bond, etc. reference: City Funds

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	Repairs to Bridge A-C-10 Marion Street Bridge
City Project:	2023-12-BRDG
Contract Length:	60 Calendar Days
BID OPENING	
Date & Time:	12/18/24 2:00 PM EDT
Location:	Virtual - Beacon Bid Solicitation Website

CERTIFIED BID TABULATION		
BIDDER	BIDDER	BIDDER
Harbel, Inc.	Legend Painting, Inc.	Mar-Allen Concrete Products, Inc.
11521 Milnor Avenue Cumberland, MD 21502	403 Tenney Ave Campbell, OH 44405	490 Millway Rd Ephrata, PA 17522

BID ITEMS				Harbel, Inc.		Legend Painting, Inc.		Mar-Allen Concrete Products, Inc.	
ITEM NO.	DESCRIPTION OF BID	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
120500	Maintenance of Traffic	LS	1	\$ 10,400.00	\$ 104,000.00	\$ 127,000.00	\$ 127,000.00	\$ 132,209.16	\$ 132,209.16
130875	Mobilization and Demobilization	LS	1	\$ 6,850.00	\$ 6,850.00	\$ 75,000.00	\$ 75,000.00	\$ 25,714.29	\$ 25,714.29
100000-LS	Falsework, Design and Construction	LS	1	\$ 51,500.00	\$ 51,500.00	\$ 195,000.00	\$ 195,000.00	\$ 60,499.96	\$ 60,499.96
210000-1	Spall Repair Type 2, Vertical Surface Of North Abutment	SF	3	\$ 1,190.00	\$ 3,570.00	\$ 2,250.00	\$ 6,750.00	\$ 2,727.88	\$ 8,183.64
210000-2	Spall Repair, Type 3 At Span 2	SF	6	\$ 970.00	\$ 5,820.00	\$ 2,250.00	\$ 13,500.00	\$ 6,438.47	\$ 38,630.82
210000-3	Delaminated Concrete Repair, Type 3 At East Parapet	SF	4	\$ 885.00	\$ 3,540.00	\$ 2,250.00	\$ 9,000.00	\$ 6,262.79	\$ 25,051.16
210000-4	Spall Repair, Type 2 At Pier 2 Bearing Locations	SF	6	\$ 680.00	\$ 4,080.00	\$ 2,250.00	\$ 13,500.00	\$ 4,888.96	\$ 29,333.76
210000-5	Spall Repair, Type 3 At Pier 2 Vertical Face	SF	16	\$ 490.00	\$ 7,840.00	\$ 2,250.00	\$ 36,000.00	\$ 3,898.50	\$ 62,376.00
210000-6	Spall Repair, Type 2 At Pier 1	SF	3	\$ 1,380.00	\$ 4,140.00	\$ 2,250.00	\$ 6,750.00	\$ 7,072.15	\$ 21,216.45
210000-7	Spall Repair, Type 2 At South Abutment	SF	1	\$ 4,680.00	\$ 4,680.00	\$ 2,250.00	\$ 2,250.00	\$ 4,901.78	\$ 4,901.78
210000-8	Spall Repair, Type 3 At Pier 1	SF	16	\$ 490.00	\$ 7,840.00	\$ 2,250.00	\$ 36,000.00	\$ 2,000.17	\$ 32,002.72
400000-EA	Anchor Bolt Replacement/Adjustment At North Abutment	EA	3	\$ 2,280.00	\$ 6,840.00	\$ 5,000.00	\$ 15,000.00	\$ 3,608.97	\$ 10,826.91
410126	Fence Removal and Reinstallation	LS	1	\$ 7,120.00	\$ 7,120.00	\$ 25,000.00	\$ 25,000.00	\$ 13,510.97	\$ 13,510.97
434995-1	Crack Repair - Epoxy Injection, Lighting Brackets	LF	8	\$ 650.00	\$ 5,200.00	\$ 1,500.00	\$ 12,000.00	\$ 2,727.13	\$ 21,817.04
434995-2	Crack Repair - Epoxy Injection, Pier 1 And Pier 2 Bearing Locations	LF	16	\$ 650.00	\$ 10,400.00	\$ 1,500.00	\$ 24,000.00	\$ 1,601.64	\$ 25,626.24
456136	Epoxy Coated Reinforcement Steel Bars	LB	220	\$ 90.00	\$ 19,800.00	\$ 15.00	\$ 3,300.00	\$ 13.86	\$ 3,049.20

Harbel, Inc.		Legend Painting, Inc.		Mar-Allen Concrete Products, Inc.	
Bid	✓	Bid	✓	Bid	✓
AoQtB	✓	AoQtB	✓	AoQtB	✓
LPC	County	LPC	N/A	LPC	N/A
ARVF	✓	ARVF	✓	ARVF	✓
TOTAL BID:	\$ 253,220.00	\$ 600,050.00	\$ 514,950.10		

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



Matt Idleman, P.E.
Deputy Director of Engineering

File Attachments for Item:

. Order 27,648 - authorizing the renewal of the contract with Farrell Forestry, LLC to provide professional consulting forestry services to prepare for the FY25 timber sale for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning February 2, 2025 in the amount not to exceed \$30,000

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

ORDER NO. 27,648

DATE: February 4, 2025

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

THAT, the contract renewal with Farrell Forestry LLC, 17205 Dutch Hollow Road, Mount Savage, MD 21545, to provide professional consulting forestry services to conduct an herbicide treatment to control the invasive species and to mark, tally and identify the trees to be harvested on 40-acres for the FY25 timber sale for the Evitts Creek Watershed (City Project 2022-41-SRVC) for a one year term beginning February 2, 2025 be and is hereby accepted in the amount not-to-exceed Thirty Thousand Dollars and No Cents (\$30,000.00).

Raymond M. Morriss, Mayor

Budget: 002.220.20100

Council Agenda Summary

Meeting Date: February 4, 2025

Key Staff Contact: Brooke Cassell

Item Title:

Consultant Forester Contract, Contract Extension Year 2

Summary of project/issue/purchase/contract, etc. for Council:

The City of Cumberland would like to execute the option in the Consultant forester Contractor Contract, City Project 2022-41-SRVC to extend the contract by one year. The initial contract was awarded on February 7, 2023 (M&CC Order # 27178) and extended 1 year on February 2, 2024 (M&CC Order #27,379). The original contract allowed for an optional one-year renewal for up to two years. The contract extension will be for one year at the cost of \$30,000 with an amended scope of work.

Amount of Award:

\$30,000

Budget number:

002.220.20100

Grant, bond, etc. reference:

N/A



CITY OF CUMBERLAND MARYLAND

DEPARTMENT OF PUBLIC WORKS

CONSULTANT FORESTER – SCOPE OF SERVICES for 2025

DESCRIPTION

The Consultant Forester contract comprises of the following items:

1. Conduct an herbicide treatment to control invasive plants in the area for future timber harvest. This will be based on the invasive species report that was completed in 2024. Per that report for FY 2025, 30-acre herbicide treatment in Stand 413, which is planned to be harvested in FY 2026 & 2027. The plan indicates treatment should be with a foliar application using post emergent chemicals in the growing season of FY 2025.
2. As per the Evitts Creek Watershed 5-year timber sale & management plan and the Forest Stewardship Plan for the City of Cumberland, selectively mark, tally and identify those trees to be harvested on 40 acres +/- section (FY25).
3. Assist the City in preparing a detailed timber sale contract that will be released by the City of Cumberland's Engineering Department.
4. The Consultant shall provide periodic supervision in an advisory capacity during the performance of the contract between the City and timber buyer and make periodic random inspections of the sale area during the operations to help the City ensure the contract is performed in a good workmanship manner, including proper construction of roads/trails and/or the cutting and removal of the timber in compliance with the proper laws and regulations.
5. Conduct property boundary line marking on portions of Evitts Creek Watershed, and other technical assistance associated with locating, mapping and evaluating other areas of the watershed for future timber sales as directed by the City of Cumberland.
6. Provide roadside tree services on an hourly basis within the municipal boundary of the City upon written request, which shall include but not limited to tree condition reviews, emergency pruning/removal, coordination with MD Department of Natural Resources (MD-DNR) for roadside tree removal approval and related items.

MAYOR

RAYMOND M. MORRISS

COUNCIL

RICHARD J. CIONI, JR.
EUGENE T. FRAZIER
JAMES L. FURSTENBERG, III
BRIAN R. LEPLEY

CITY ADMINISTRATOR

JEFFREY F. SILKA, ICMA-CM

PUBLIC WORKS DIRECTOR

BROOKE CASSELL



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

215 BOWEN STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov
VOICE (301)759-6620 • FAX (301)759-6632 • TDD (800)735-2258

Farrell Forestry
17205 Dutch Hollow Road
Mount Savage, MD 21545
shannonpfarrell@gmail.com
240-979-8061

City of Cumberland – Work & Billing Schedule

- FY25 Timber sale – Timber marking/inventory completed by March 30, 2025
Data analyzed and timber sent to bid, complete by March 30, 2025
Bids due 3 weeks after bid prospectus sent to purchasers.
Farrell Forestry invoice for \$16,000 billed once timber sale bids are opened. Invoice due within 30 days.
- FY25 Timber sale inspections
Farrell Forestry invoice for \$2,000 billed once logging job is completed.
- FY25 Invasive species treatment completed by August 15, 2025. Conduct an herbicide treatment to control invasive plants in the areas planned for future timber harvest. This will be based on the invasive species report that was completed in 2024.

This was recommended in the invasive species report - "**Fiscal Year 2025** – 30-acre herbicide treatment in Stand 413. This stand is planned to be harvested in Fiscal Year 2026 & 2027 and should be treated with a foliar application using post emergent chemicals in the growing season of FY25. Invasive species recorded were Japanese Stiltgrass, Mile-a-Minute, Hay-scented Fern, Japanese Barberry, Multiflora Rose, Ailanthus, and Spicebush. It is recommended to treat the area with precise herbicide application as there are areas with desirable regeneration throughout the stand. This treatment will likely result in more widespread desirable regeneration throughout the stand. This stand has good access. Water will need to be brought in with the herbicide applicator."

Farrell Forestry invoice for \$12,000 billed as completed, due within 30 days.



Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Consultant Forester - Contract Renewal

6 messages

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Thu, Jan 23, 2025 at 11:03 AM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>, Ken Tressler <ken.tressler@cumberlandmd.gov>

Cc: Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Good morning Jeff,

Shannon Farrell, Consultant Forester, has completed two terms of the three year contract. I would like to recommend renewing the contract for the upcoming year. The language in the contract would remain the same, except for the scope of work. The terms of the contract will run from February, 2025 through February, 2026.

The changes to the scope of work are as follows:

1. Conduct an herbicide treatment to control the invasive species as per the plan that was outlined in the scope of work from last year. Shannon will treat stand 413 with a foliar application using post emergent chemicals in this growing season. Stand 413 is scheduled to be harvested in FY 26 & 27. Shannon is licensed to complete this work and has the most familiarity with the 5 year timber harvest plan. Shannon has outlined the work to be completed by mid August of this year. The invasive species report provides herbicide treatment guidance through FY2029.

2. Selectively mark, tally and identify the trees to be harvested on 40-acres for the FY25 timber sale. Shannon has outlined this work to be completed by the end of March this year. This should allow us time to advertise the next sale in April.

There are 6 timber sale areas outlined in the ECWC 5 year timber sale management plan. This sale will be the fourth of the six. However, there was a sale completed in 2020 that was not part of the 5 year plan.

Attachments include the 2025 scope of services for the consultant forester, the working and billing schedule for the scope of work and a map indicating the locations of the timber sales.

If this recommendation is approved, I will move forward with having it placed on the next M&CC Agenda for their approval.

Thank you,
Brooke

Brooke Cassell
Public Works Director
City of Cumberland, MD
phone (301)759-6624
fax (301)759-6632
cell (240)580-0755
email brooke.cassell@cumberlandmd.gov

3 attachments

 **2025 Scope of Services.docx**
589K

 **Farrell Forestry work & billing schedule FY2025.docx**
19K

Let me talk to Shannon about the Beacon Bid. Not sure some of those smaller companies could do that.

[Quoted text hidden]

[Quoted text hidden]

Jeff Silka <jeff.silka@cumberlandmd.gov>

Tue, Jan 28, 2025 at 2:38 PM

To: Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Yes, I approve.

Jeffrey F. Silka, ICMA-CM

City Administrator

City of Cumberland

57 N. Liberty Street

Cumberland, MD 21502

Office (301) 759-6424

Cell (240) 609-9303

[Quoted text hidden]

Brooke Cassell <brooke.cassell@cumberlandmd.gov>

Tue, Jan 28, 2025 at 2:42 PM

To: Jeff Silka <jeff.silka@cumberlandmd.gov>

Cc: Ken Tressler <ken.tressler@cumberlandmd.gov>, Robert Smith <robert.smith@cumberlandmd.gov>, Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Thank you Jeff.

[Quoted text hidden]

[Quoted text hidden]

File Attachments for Item:

. Order 27,649 - authorizing the execution of Change Order No. 6 with Triton Construction, for additional work not specified in the original contract consisting of different cast-in-place inlet structures due to utility conflicts with the originally proposed cast-in-place inlets, thin sidewalk pavers due to the grade and concrete border replacement, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of \$327,763.08, bringing the new contract value to \$15,515,879.60

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

ORDER NO. 27,649

DATE: February 4, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 6 with Triton Construction, PO BOX 1360, 1944 Winfield Road, Saint Albans, WV 25177, for additional work not specified in the original contract consisting of different cast-in-place inlet structures due to utility conflicts with the originally proposed cast-in-place inlets, thin sidewalk pavers due to the grade and concrete border replacement, for the Baltimore Street Access Project (City Project 12-16-M) in the amount of Three Hundred Twenty Seven Thousand Seven Hundred Sixty Three Dollars and Eight Cents (\$327,763.08), bringing the new contract value to Fifteen Million, Five Hundred Fifteen Thousand Eight Hundred Seventy Nine Dollars and Sixty Cents (\$15,515,879.60).

Raymond M. Morriss, Mayor

Triton Construction	<i>Contract Price</i>
Original Contract Price	\$14,638,500.00
Change Order No. 1	\$98,775.00
Change Order No. 2	\$45,160.00
Change Order No. 3	\$120,225.94
Change Order No. 4	\$17,459.80
Change Order No. 5	\$267,995.78
Change Order No. 6	\$327,763.08
Total Contract Value after CO 5	\$15,515,879.60

Budget: 115.099M.6300T

Council Agenda Summary

Meeting Date: 2/4/2025

Key Staff Contact: Matt Idleman, P.E.

Item Title:

Change Order No. 6 to Baltimore Street Access Project, 12-16-M

Summary of project/issue/purchase/contract, etc for Council:

This change order is to add work not specified in the original contract in the amount of \$327,763.08 in order to meet the new requirements of the project. This work consists of different cast-in-place inlet structures due to utility conflicts with the originally proposed cast-in-place inlets, thin sidewalk pavers due to the grade at certain locations, and concrete border replacement that runs along all buildings within the project LOD (for those that had broken/deteriorated). This totals an increase of \$327,753.08 in the project.

This will increase the total contract price from \$15,188,116.52 to \$15,515,879.60

This change order will be paid with TAP Funds, and City Funds for the TAP Match

Amount of Award: \$327,753.08

Budget number: 115.099M.6300T

Grant, bond, etc. reference: City Funds, TAP



CHANGE ORDER CONSTRUCTION

Authorization C.O. No. _____
Contract No. AL624B51-LPA C.W.S. No _____
Date 01/15/2025 District 6 Request No. 6
Total Amount \$327,753.08 Work/Calendar Days 0
Project No. AL624FM1 FAP No. TAP-3(841)E
Additional Federal Project Nos. _____ Amount _____

Request is hereby made (1) for funds to do the following Additional Work as an estimated cost as set forth below, and/or (2) to extend the time of completion of this Contract the number of days indicated below:

Project Description LPA - CITY OF CUMBERLAND / BALTIMORE STREET ACCESS PROJECT

Route: BALTIMORE STREET / CUMBERLAND

Location: MIDPOINT

Project Limits: BALTIMORE STREET / CUMBERLAND

Participation in cost by others ☐ Yes ☒ No OOC Control Number: _____
(except Design Consultant) PCS Control Number: _____
Third Party Name _____ Amount _____ Notified _____

Signature: 
District Engineer Only

Approved: _____
Deputy Administrator
(Must sign if participation cost by others is YES)

Potential Consultant Liability ☐ Yes ☒ No
(If Yes, identify and attach applicable cost items.)

Approved: _____
Administrator
(all developer and local government agreements over \$100,000)

		Work/Calendar Days
Original Contract Amount	\$14,638,500.00	551
Authorized Redlines to date	\$0.00	
Total of Authorized COs	\$236,460.74	42
Total of Unauthorized COs	\$267,995.78	0
Redlines this CO	\$0.00	
Amount of this CO	\$327,753.08	0
Total COs	\$832,209.60	42
Percent of Original Contract	5.69%	7.62%
Authorized Contract Amount	\$14,874,960.74	593

CONTRACTOR'S ACCEPTANCE

THE TERMS AND CONDITIONS OF THIS CHANGE ORDER, INCLUDING THE AMOUNT AND THE TIME CONTAINED HEREIN, CONSTITUTE A FULL ACCORD AND SATISFACTION BY THE ADMINISTRATION AND THE CONTRACTOR FOR ALL COSTS AND TIME OF PERFORMANCE RELATED TO THE ACTIONS DESCRIBED OR REFERENCED HEREIN, INCLUDING BUT NOT LIMITED TO, DELAY AND IMPACT COSTS RESULTING FROM THIS CHANGE ORDER. EXCEPT AS AMENDED HEREIN, ALL PROVISIONS OF SAID CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Date Contractor Title

Company: _____

Approved: _____
Date Assistant Director
Office of Finance and Information Technology

Approved: _____
Date Director - Office of Construction
(Up to 25% or 100 Days / \$750,000 whichever is less)

Approved: 1/30/25 
Date District Engineer
(Up to 10% or 50 Days / \$500,000 whichever is less)

Approved: _____
Date Deputy Administrator
(Over 25% of up to 200 Days / \$1,000,000 whichever is less)

Acknowledged: _____
Date Administrator
(Over \$1,000,000 or 200 Days)

Change Order #6 for Contract AL624B51-LPA

Section	01	Code B	Description	FHWA TAP FUNDS /			
Item / Cat.	Description		Unit	Quantity	Unit Price	Ext. Cost	Reason
3051.A 01B	TYPE H CAST-IN-PLACE INLET		EA	8.00	\$26,410.86	\$211,286.88	E-3-E
300000-EA	STRUCTURES						
5026.A 01B	THIN SIDEWALK PAVERS		SY	110.00	\$551.34	\$60,647.40	E-5-E
500000-SY							
8116.A 01B	ADDIT. VARIABLE WIDTH CONC.		LF	286.50	\$194.83	\$55,818.80	E-8-E
800000-LF	BORDER REPLACEMT.						
Total: 01B					\$327,753.08		

Item Reason Code Totals

Reason Code	Cost	Description
E-3-E	\$211,286.88	CATEGORY CODES 1-9 >> DRAINAGE >> Unforeseen Site Condition
E-5-E	\$60,647.40	CATEGORY CODES 1-9 >> PAVING >> Unforeseen Site Condition
E-8-E	\$55,818.80	CATEGORY CODES 1-9 >> TRAFFIC >> Unforeseen Site Condition
CHANGE ORDER TOTAL		\$327,753.08

This work is necessary for the following reasons:

Item 3051A - Between November 27, 2023 and February 12, 2024, the contractor performed test pitting operations at each of the proposed storm inlet locations along Liberty Street and Centre Street. It was determined that six (6) of the proposed pre-cast storm inlet structures on Liberty Street and two (2) proposed pre-cast inlet structures on Centre Street were unable to be installed due to various existing utility conflicts. The contractor was able to form and pour each of these structures around the utility conflicts, while maintaining all proposed invert and grate elevations/locations. The City of Cumberland agreed to pay time and material for each of the cast-in-place structures. The City also agreed to pay for each of the unused pre-cast structures, which are now in the City's possession. The modified structure locations on Liberty Street are at storm inlet #75, storm inlet #76, unnumbered Type H Inlet at Sta. 33+50 Lt., unnumbered Type H inlet at Sta. 33+50 Rt., storm inlet #79, and storm inlet #80. The modified structure locations on Centre Street are at storm inlet #77 and storm inlet #78. All inlets are Type H.

Item 5026A - On October 18, 2023, during removal of existing sidewalk pavers, it was found that the top of the basement at 49 Baltimore Street (which extends under the sidewalk) is only approximately one inch below finished grade. On November 9, 2023, a similar situation was discovered in front of 17 N. Liberty Street. The City of Cumberland contacted paver manufacturer (Belden Brick) about this issue and was able to work out an agreement for the contractor to special order 1/2-inch thick pavers that match the proposed sidewalk pavers in each of these areas. These pavers are not a stock item from the manufacturer and thus came at a premium cost.

Item 8116A - On December 4th, 2023, City of Cumberland Engineers inspected the concrete border that runs along all buildings within the project LOD and found that there were multiple sections of broken and/or deteriorated border that would need replaced prior to installation of sidewalk brick pavers, as they would require a solid border for proper edge restraint. The contractor agreed to do the work at a new price since the overrun would be above 25% of the original contract amount.

Support documentation is on file at the District 6 Office.

John Ruff

From: Matt Idleman <matt.idleman@cumberlandmd.gov>
Sent: Wednesday, January 15, 2025 11:47 AM
To: John Ruff
Cc: Dan McKenzie
Subject: AL624B51 Change Order #6

Hi John,

I believe we finally have all support documentation for the (assumed) final change order for Baltimore Street Access. I am attaching everything for your review and revision (Google Drive link). Pam Liston has reviewed these items and agreed on TAP participation for all 3.

<https://drive.google.com/drive/folders/1I00FGPJY0dgOOftFnSjE16ZkttK2Ctp4?usp=sharing>

Have you heard from OOC on Change Order 5? You can see the items in eMCMS, but they cannot be added to the estimate yet.

Thanks as always,

Matt Idleman, PE

Deputy Director of Engineering, City of Cumberland

O: 301-759-6503 | **C:** 304-813-8535

57 N. Liberty St, Cumberland, MD 21502



MARYLAND DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY ADMINISTRATION

CHANGE ORDER COST ESTIMATE - OOC025

Contract No: AL624B51

FAP No: TAP-3(841)E

Date: 01/15/2025

EXPLANATION OF CHANGE ORDER (Provide a synopsis of the Change Order including the following information)

Copy & Paste this into MCMAN

1. Describe the scenario that led to this change and explain the necessity for amending the contract:

Item 3051A - Between November 27, 2023 and February 12, 2024, the contractor performed test pitting operations at each of the proposed storm inlet locations along Liberty Street and Centre Street. It was determined that six (6) of the proposed pre-cast storm inlet structures on Liberty Street and two (2) proposed pre-cast inlet structures on Centre Street were unable to be installed due to various existing utility conflicts. The contractor was able to form and pour each of these structures around the utility conflicts, while maintaining all proposed invert and grate elevations/locations. The City of Cumberland agreed to pay time and material for each of the cast-in-place structures. The City also agreed to pay for each of the unused pre-cast structures, which are now in the City's possession. The modified structure locations on Liberty Street are at storm inlet #75, storm inlet #76, unnumbered Type H Inlet at Sta. 33+50 Lt., unnumbered Type H inlet at Sta. 33+50 Rt., storm inlet #79, and storm inlet #80. The modified structure locations on Centre Street are at storm inlet #77 and storm inlet #78. All inlets are Type H.

This work was discussed with Pam Liston of SHA and she agreed that TAP funding was appropriate.

REASON: (Select all that apply)
☐

Redline Revision No:

☐

Changes

☐

Disputes/Claims

☒

District Change Order

☐

Variation in Estimated Quantities

☐

Other:

ENTITLEMENT JUSTIFICATION:**2. Select the scope of compensation for this specific Change Order:**

Money

3. What justifies the additional cost and/or time?

The contractor provided a detailed lump sum breakdown of their cost and split the total cost to 'per EA' structure.

4. Select how the impacts should be allocated: (Select all that apply)
☐

State

☒

Federal

☐

Third Party

☒

Local

☐

Utility

☐

Other:

5. Is there a possibility for a subsequent Change Order due to this issue?
☐

Yes

☒

No

DISCOVERED BY: David Mitchell (Project Engineer)**Discovery Date:** 11/27/2023**ENGINEER'S COST ESTIMATE:** \$ 216,871.40**Date:** 12/14/2023**ENGINEER'S TIME ESTIMATE:** 0**Type:** Calendar Days**CONTRACTOR'S SUBMITTAL:** Total(\$): 211,286.88**Date Received:** 09/25/2024**PRICE BREAKDOWN:** ☒ See Attachments (Optional)**TYPE OF VARIANCE:** (Select all that apply)☐

Bid Unit Price

☒

Current Cost

☒

Comprehensive Breakdown

☐

Small Quantity

☐

Force Account

☒

Special/Difficult Conditions

☒

See Independent Engineer's Estimate

☐

Specification:

EXPLANATION OF VARIANCE:**6. Explain why the Contractor's Price Breakdown differs from the Engineer's Estimate:**

The contractor's price breakdown was complete and accurate and compared favorably with our estimate.

7. Explain what condition caused the New Item Cost to be more than the Price Index Average:

The SHA Price Index could not be used for comparison, as these inlets were cast-in-place and varied in size and shape. Furthermore, there have not been any Type H combinations Inlets recorded in the Price Index over the last three years. As mentioned above, our estimate compared favorably with the contractor's price.

8. Explain what was missing and/or different from a Redline Engineer's Estimate:

Not associated with a Red Line Revision.

NEGOTIATIONS: Yes**Date Began:** 04/20/2023**Date Complete:** 07/24/2024**NEEDS FHWA CONCURRENCE:**☐

Yes

☒

No

TIME EXTENSION:☐

Yes

☒

No

Number of Days:☒

Calendar Days: 0

☐

Working Days:

☐

Compensable:

☐

Non-Compensable:

3

LPA CONTRACT NO. AL624B51					
CO NO. 6 - TYPE H CAST-IN-PLACE INLET STRUCTURES					
Labor	Reg. Hrs.	Rate	OT Hrs.	Rate	Total
Foreman	150	\$ 65.00	20	\$ 97.50	\$ 11,700.00
Operators (3)	450	\$ 60.00	60	\$ 90.00	\$ 32,400.00
Laborers (5)	750	\$ 55.00	100	\$ 82.50	\$ 49,500.00
		Subtotal			\$ 93,600.00
		Burden	0.27		\$ 25,272.00
		Total Labor			\$ 118,872.00
Material (all LS)	Quantity	Cost			Total
Unused Inlet Structures	1	\$ 10,000.00			\$ 10,000.00
Frames & Grates	1	\$ 8,000.00			\$ 8,000.00
MH Covers	1	\$ 1,000.00			\$ 1,000.00
Concrete	1	\$ 8,500.00			\$ 8,500.00
Rebar	1	\$ 1,000.00			\$ 1,000.00
Forms	1	\$ 2,000.00			\$ 2,000.00
Aggregate	1	\$ 4,500.00			\$ 4,500.00
Misc. Costs	1	\$ 500.00			\$ 500.00
		Total Materials			\$ 35,500.00
		Labor + Materials			\$ 154,372.00
		20% Markup (Prime Contractor)			\$ 30,874.40
		Total Labor & Materials			\$ 185,246.40
Equipment	Hours	Rate	Idle Hours	Rate	Total
Crew Truck	150.00	\$ 26.00			\$ 3,900.00
Excavators (2)	100.00	\$ 110.00			\$ 11,000.00
Trackhoe	75.00	\$ 45.00			\$ 3,375.00
Dump Truck	75.00	\$ 50.00			\$ 3,750.00
Loader	10.00	\$ 60.00			\$ 600.00
Testing Sub (LS)	1.00	\$ 1,500.00			\$ 1,500.00
Trucking Sub (LS)	1.00	\$ 7,500.00			\$ 7,500.00
		Total Equipment			\$ 31,625.00
		Total Labor, Material, Equipment & Markup			\$ 216,871.40

÷ 8 =

SHA Area Engineer:

Dan McKenzie

Dep. Director of Engineering
City Of Cumberland:

Matt Idleman, P.E.

\$27,108.93/EA

**Baltimore Street Access Project
Liberty Street Cast in Place Structures
Detailed Cost Estimate**

	Labor	104,039.72
	Equipment	25,249.88
	Material	42,883.61
	Third Party	8,460.00
	Total	180,633.21
		SUBTOTALS

Labor & Material Subtotal	146,923.33
Small Tools (5% of Labor)	
20% O&P on Labor & Material	29,384.67
Equipment Subtotal	25,249.88
Third Party Subtotal	8,460.00
15% O&P on Third Party	1,269.00

Total		211,286.87
QUANTITY	EA	8.00
UNIT PRICE	EA	26,410.86

✓
JAR

Liberty Street Cast in Place Structures										
Baltimore Street Access Project										
Labor Cost										
DATE	NAME	CLASSIFICATION	REG. HRS	O.T. HRS	O.T. TYPE (1.5 or 2)	RATE PAID	RATE AMT	O.T. RATE AMT	FRINGE \$	FRINGE/AMOUNT
	EXCAVATE STRUCTURE AND BACKFILL BECAUSE IT WOULDN'T WORK - 8 STRUCTURES - 1 STRUCTURE PER DAY	Foreman Laborer Laborer Laborer Laborer Laborer Operator Operator Operator	64 64 64 64 64 64 64 64 64		1.50 1.50 1.50 1.50 1.50 1.50 1.50 1.50 1.50	\$ 34.00 \$ 27.35 \$ 27.35 \$ 23.06 \$ 23.06 \$ 23.06 \$ 35.22 \$ 35.22 \$ 34.00	\$ 2,176.00 \$ 1,750.40 \$ 1,750.40 \$ 1,475.84 \$ 1,475.84 \$ 1,475.84 \$ 2,254.08 \$ 2,254.08 \$ 2,176.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 20.60 \$ 20.60 \$ 14.60	\$ \$ 1,948.80 \$ 1,948.80 \$ 1,948.80 \$ 1,948.80 \$ 1,948.80 \$ 1,948.80 \$ 1,318.40 \$ 1,318.40 \$ 934.40
	DIG FOR CAST IN PLACE AND BACKFILL AFTERWARDS - 8 STRUCTURES - 2 STRUCTURES PER DAY	Foreman Laborer Laborer Laborer Laborer Laborer Operator Operator Operator	32 32 32 32 32 32 32 32 32		1.50 1.50 1.50 1.50 1.50 1.50 1.50 1.50 1.50	\$ 34.00 \$ 27.35 \$ 27.35 \$ 23.06 \$ 23.06 \$ 23.06 \$ 35.22 \$ 35.22 \$ 34.00	\$ 1,088.00 \$ 875.20 \$ 875.20 \$ 737.92 \$ 737.92 \$ 737.92 \$ 1,127.04 \$ 1,127.04 \$ 1,088.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 20.60 \$ 20.60 \$ 14.60	\$ \$ 974.40 \$ 974.40 \$ 974.40 \$ 974.40 \$ 974.40 \$ 659.20 \$ 659.20 \$ 467.20
	FORM POUR STRIP STRUCTURES - 1.5 DAYS PER STRUCTURE	Foreman Laborer Carpenter Carpenter Carpenter Apprentice Operator	96 96 96 96 96 96	24 24 24 24 24 24	1.50 1.50 1.50 1.50 1.50 1.50	\$ 34.00 \$ 27.35 \$ 27.35 \$ 23.06 \$ 23.06 \$ 35.22	\$ 3,264.00 \$ 2,625.60 \$ 2,625.60 \$ 2,213.76 \$ 2,213.76 \$ 3,381.12	\$ 1,224.00 \$ 984.60 \$ 984.60 \$ 830.16 \$ 830.16 \$ 1,267.92	\$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 30.45 \$ 20.60	\$ \$ 3,654.00 \$ 3,654.00 \$ 3,654.00 \$ 3,654.00 \$ 3,654.00 \$ 2,472.00
	HANDLE STRUCTURES NOT USED	Laborer Laborer Operator	8 8 8		1.50 1.50 1.50	\$ 23.06 \$ 23.06 \$ 35.22	\$ 184.48 \$ 184.48 \$ 281.76	\$ \$ \$	\$ 30.45 \$ 30.45 \$ 20.60	\$ 243.60 \$ 243.60 \$ 164.80
SUBTOTALS			1,440.00				\$ 42,157.28	\$ 6,121.44		\$ 44,290.00
TAX & INSURANCE SUMMARY			TOTAL WAGES							
Workers Comp			5.76%							
FICA - SSAN			7.65%							
FUTA			0.60%							
SUTA/Medicare			8.60%							
Gen. Liability w/ Umbrella			4.60%							
TOTAL COST OF LABOR			\$ 104,039.72							

✓ gfr

Liberty Street Cast in Place Structures

Baltimore Street Access Project
Equipment Cost

SUMMATION

Enter for O=Onsite, I=Idle, S=Brought on site specifically for force account

[illegible]

OWNED EQUIPMENT SUBTOTAL

TOTAL EQUIPMENT COSTS

\$ 25,249.88

25B

Liberty Street Cast in Place Structures

Baltimore Street Access Project

✓ gR



Mail Remittance To:

210 Stone Spring Road
Harrisonburg, VA 22801
Phone: (540) 434-6979

Invoice No 736470
Customer No 06383
Sales Order No 153649

CP&P

Sold to: TRITON CONSTRUCTION, INC
PO BOX 1360
ST ALBANS, WV 25177

Ship to: BALTIMORE STREET ACCESS PROJECT - STR
157 BALTIMORE STREET
CUMBERLAND, MD 21502

Job Name: BALTIMORE STREET ACCESS PROJECT - STR
Job Type: Precast

#:
Fed Project #:
DOT Project #: MSHA AL624B51
Municipality #:
PO: 22-24-012

INVOICE DATE		ORDER FACILITY		SALES REP		TERMS	
8/24/2023		Martinsburg		jgilkeson		2% 15 NET 30	
Structure/Part Number	Description	U/M	Qty Ordered	Qty Invoiced	Shipper	Ship Date	Shipping Facility
74 FG	Frame grate	Complete					
CSTELJ535ZM6MDOTADAD	EJ 535Z - 535M6 MDOT ADA DOUBLE F&G INSPECTED	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
			3025				
					Str 74 FG Total		\$1,311.00
					Tax		\$78.66
					Str 74 FG Total		\$1,389.66
75	Grate Inlet Box						
SPECBOXBASESLABJ	48 X 50 X 48 Box Base Slab Job	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
SPECBOXBASEWALLJ	48 X 50 X 48 Box Base Walls Job	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover **UNLETTERED** (CAST IN)	EA	1.0000	1.0000			Martinsburg
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg
			3023				
					Str 75 Total		\$2,776.50
					Tax		\$166.61
					Str 75 Total		\$2,943.11
76	Grate Inlet Box						
SPECBOXBASESLABJ	48 X 50 X 36 Box Base Slab Job	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
SPECBOXBASEWALLJ	48 X 50 X 36 Box Base Walls Job	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover **UNLETTERED** (CAST IN)	EA	1.0000	1.0000			Martinsburg
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg
			3023				
					Str 76 Total		\$2,392.20
					Tax		\$143.56
					Str 76 Total		\$2,535.76

Mail Remittance To:
210 Stone Spring Road
Harrisonburg, VA 22801
Phone: (540) 434-6979

CP&P

Invoice No 736470
Customer No 06383
Sales Order No 153649

Sold to: TRITON CONSTRUCTION, INC
PO BOX 1360
ST ALBANS, WV 25177

Ship to: BALTIMORE STREET ACCESS PROJECT - STR
157 BALTIMORE STREET
CUMBERLAND, MD 21502

#:
Fed Project #:
DOT Project #: MSHA AL624B51
Municipality #:
PO: 22-24-012

Job Name: BALTIMORE STREET ACCESS PROJECT - STR
Job Type: Precast

INVOICE DATE		ORDER FACILITY		SALES REP		TERMS	
8/24/2023		Martinsburg		jgilkeson		2% 15 NET 30	
Structure/Part Number	Description	U/M	Qty Ordered	Qty Invoiced	Shipper	Ship Date	Shipping Facility
77	Grate Inlet Box						
SPECBXBASESLABJ	48 X 50 X 38 Box Base Slab Job	EA	1.0000	1.0000	PO: 22-24-012 Change Order	8/23/2023	Martinsburg
SPECBXBASEWALLJ	48 X 50 X 38 Box Base Walls Job	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover	EA	1.0000	1.0000	735321	8/23/2023	Martinsburg
	UNLETTERED (CAST IN)						
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg
	3023						
80 FG	Frame grate	Complete					
	CSTEJ5355ZM6MDOTADAD	EA	1.0000	1.0000	PO: 22-24-012 Change Order	8/23/2023	Martinsburg
	EJ 5355Z - 5355M6 MDOT ADA DOUBLE F&G						
	INSPECTED						
	3025						
Str 77 Total				Tax		\$148.90	
				Str 80 FG Total		\$1,389.66	
				Taxable		\$15,427.40	
				Non-Taxable		\$0.00	
				Sub Total		\$15,427.40	
				MD STATE TAX		\$925.73	
				Invoice Total		\$16,353.13	

Cash Discount of \$327.06 IF MAILED BY 9/8/2023

We are committed to making Concrete Pipe & Precast the preferred supplier for our customers by delivering outstanding value, continuous innovation, and exceptional customer experience by consistently fulfilling our promise: "Not Just Concrete, Concrete Solutions." www.ConcretePandaP.com

Date	Job #		Approver
9/11/2023	22.24		TKM
Phase	Code	M.R.X	Amount
3025	1	M	\$ 5,244.00
3027	1	M	\$ 1,013.40
3020	1	M	\$ 1,520.00
3023	1	M	\$ 7,650.00



Mail Remittance To:
210 Stone Spring Road
Harrisonburg, VA 22801
Phone: (540) 434-6979

Invoice No 737605
Customer No 06383
Sales Order No 153649

CP&P

Sold to: TRITON CONSTRUCTION, INC
PO BOX 1360
ST ALBANS, WV 25177

Ship to: BALTIMORE STREET ACCESS PROJECT - STR
157 BALTIMORE STREET
CUMBERLAND, MD 21502

Job Name: BALTIMORE STREET ACCESS PROJECT - STR
Job Type: Precast

#:
Fed Project #:
DOT Project #: MSHA AL624B51
Municipality #:
PO: 22-24-012

INVOICE DATE		ORDER FACILITY		SALES REP		TERMS	
8/30/2023		Martinsburg		jgilkeson		2% 15 NET 30	
Structure/Part Number	Description	U/M	Qty Ordered	Qty Invoiced	Shipper	Ship Date	Shipping Facility

65 FC	frame cover							Tax	\$31.92
CSTELJ15431544CSDFC	EJ 1543 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 64-1 FC Total	\$563.92

66 FC	frame cover							Tax	\$31.92
CSTELJ15431544CSDFC	EJ 1543 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 65 FC Total	\$563.92

67 FC	frame cover							Tax	\$31.92
CSTELJ1545Z31544CSDFC	EJ 1545Z3 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 66 FC Total	\$563.92

67 FC	Grate Inlet Box							Tax	\$31.92
CSTELJ1545Z31544CSDFC	EJ 1545Z3 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 67 FC Total	\$563.92

67 FC	Grate Inlet Box							Tax	\$31.92
CSTELJ1545Z31544CSDFC	EJ 1545Z3 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 67 FC Total	\$563.92

67 FC	Grate Inlet Box							Tax	\$31.92
CSTELJ1545Z31544CSDFC	EJ 1545Z3 Frame & 1544C STORM DRAIN Cover SET	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	Str 67 FC Total	\$563.92



Mail Remittance To:
210 Stone Spring Road
Harrisonburg, VA 22801
Phone: (540) 434-6979

Invoice No 737605
Customer No 06383
Sales Order No 153649

C&D

Date	Job #	Approver	
9/11/2023	22.24	TKM	
Phase	Code	M.R.X	Amount
3030	1	M	\$ 3,724.00
3027	1	M	\$ 2,660.00
3029	1	M	\$ 532.00
3023	1	M	\$ 4,554.90

Sold to: TRITON CONSTRUCTION, INC
PO BOX 1360
ST ALBANS, WV 25177

Ship to: BALTIMORE STREET ACCESS PROJECT - STR
157 BALTIMORE STREET
CUMBERLAND, MD 21502

Job Name: BALTIMORE STREET ACCESS PROJECT - ST
Job Type: Precast

#:
Fed Project #:
DOT Project #:
Municipality #:
PO: 22-24-012

INVOICE DATE		ORDER FACILITY		SALES REP		TERMS			
8/30/2023		Martinsburg		Jgikeson		2% 15 NET 30			
Structure/Part Number	Description	U/M	Qty Ordered	Qty Invoiced	Shipper	Ship Date	Shipping Facility	Unit Price	Price
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg		
Grate Inlet Box									
NLL-2						PO: 22-24-012 Change Order			
SPECSBOXBASESLABJ	48 X 50 X 32 Box Base Slab Job	EA	1.0000	1.0000	735969	8/28/2023	Martinsburg	\$2,164.50	\$143.45
SPECSBOXBASEWALLJ	48 X 50 X 32 Box Base Walls Job	EA	1.0000	1.0000	735969	8/28/2023	Martinsburg		\$2,533.85
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover	EA	1.0000	1.0000			Martinsburg		
	UNLETTERED (CAST IN)								
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg		
frame cover									
NLMH FC		Complete				PO: 22-24-012 Change Order			
CSTEJ15431544CSDFC	EJ 1543 Frame & 1544C STORM DRAIN Cover	SET	1.0000	1.0000	735969	8/28/2023	Martinsburg	\$532.00	\$532.00
	SET								
frame cover									

Cash Discount of \$243.18 IF MAILED BY 9/14/2023

We are committed to making Concrete Pipe & Precast the preferred supplier for our customers by delivering outstanding value, continuous innovation, and exceptional customer experience by consistently fulfilling our promise: "Not Just Concrete, Concrete Solutions." www.ConcreteP&P.com

DCP P

Mail Remittance To:

210 Stone Spring Road
Harrisonburg, VA 22801
Phone: (540) 434-6979

Invoice No 737052
Customer No 06383
Sales Order No 153649

Sold to: TRITON CONSTRUCTION, INC
PO BOX 1360
ST ALBANS, WV 25177

Ship to: BALTIMORE STREET ACCESS PROJECT - STR
157 BALTIMORE STREET
CUMBERLAND, MD 21502

Job Name: BALTIMORE STREET ACCESS PROJECT - STR
Job Type: Precast

#:
Fed Project #:
DOT Project #:
Municipality #:
PO: 22-24-012

22.24.012

INVOICE DATE
8/28/2023

ORDER FACILITY
Martinsburg

SALES REP
jgilkeson

TERMS
2% 15 NET 30

Structure/Part Number	Description	U/M	Qty Ordered	Qty Invoiced	Shipper	Ship Date	Shipping Facility	Unit Price	Price
78	Grate Inlet Box								
SPECBOXBASESLABJ	48 X 50 X 32 Box Base Slab Job	EA	1.0000	1.0000	PO: 22-24-012 Change Order	8/25/2023	Martinsburg	\$2,255.40	\$2,255.40
SPECBOXBASEWALLJ	48 X 50 X 32 Box Base Walls Job	EA	1.0000	1.0000	735721	8/25/2023	Martinsburg		
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover **UNLETTERED** (CAST IN)	EA	1.0000	1.0000	735721	8/25/2023	Martinsburg		
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg		
Tax									\$135.36
Str 78 Total									\$2,390.76
79	Grate Inlet Box								
SPECBOXBASESLABJ	48 X 50 X 26 Box Base Slab Job	EA	1.0000	1.0000	PO: 22-24-012 Change Order	8/25/2023	Martinsburg	\$2,268.00	\$2,268.00
SPECBOXBASEWALLJ	48 X 50 X 26 Box Base Walls Job	EA	1.0000	1.0000	735721	8/25/2023	Martinsburg		
CSTMDSHADSHAIFC	MDSHA TYPE D "SHA" Inlet Frame & Cover **UNLETTERED** (CAST IN)	EA	1.0000	1.0000	735721	8/25/2023	Martinsburg		
SPECSLABJ	60 X 36 X 5 TOP SLAB Job	EA	1.0000	1.0000			Martinsburg		
Tax									\$136.10
Str 79 Total									\$2,404.10
80	Grate Inlet Box								
045X024X030B06W06J	45 x 24 x 30 Box Base B6 / W6 Job	EA	1.0000	1.0000	PO: 22-24-012 Change Order	8/25/2023	Greencastle	\$0.00	\$0.00
MDSTATEEA	Bid Item # 3025	EA	1.0000	1.0000	735608	8/25/2023	Greencastle	\$1,230.30	\$1,230.30
MDSTATEVF	Bid Item # 3026	VF	1.0000	1.0000	735608	8/25/2023	Greencastle	\$313.20	\$313.20
Tax									\$92.62
Str 80 Total									\$1,636.12

DISPATCH NUMBER:
304) 726-4022

BILLING INQUIRIES:
388) 255-1777
c_billing@alleganyaggregates.com

ALLEGANY CONCRETE

P.O. Box 1424
Cumberland, MD 21501
(301) 777-7979
www.AlleganyAggregates.com

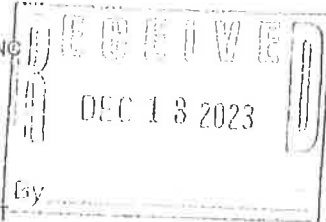
PLANT NUMBER:
(304) 726-4022

FED ID#: 55-0167100

A Division of Fairfax Materials, Inc.

INVOICE

BILL TO: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177



22.24.002

INVOICE DATE: 12/10/2023
INVOICE NUMBER: 118570
CUSTOMER #: TRITCO
TAX ID NUMBER:
PO#/REQUISITION#: AL624B51
JOB CODE: BALST

JOB LOCATION: BALTIMORE STREET

PLANT / ZONE: SG - MD0A

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
12/05	00081509	[3351] MD MIX #3 (W3W-N35-91-	4.00	127.55	27.300	510.20	109.20	0.00	30.61	650.01
12/05	00081509	[3605] HOT WATER	4.00	4.75	0.000	19.00	0.00	0.00	1.14	20.14
12/05	00081509	[3763] SM LOAD 3 YD - 4 3/4 YD	1.00	130.00	0.000	0.00	130.00	0.00	0.00	130.00
12/05	00081509	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	10.00			529.20	269.20	0.00	31.75	830.15
1/07	00081518	[3351] MD MIX #3 (W3W-N35-91-	4.00	127.55	27.300	510.20	109.20	0.00	30.61	650.01
1/07	00081518	[3605] HOT WATER	4.00	4.75	0.000	19.00	0.00	0.00	1.14	20.14
1/07	00081518	[3763] SM LOAD 3 YD - 4 3/4 YD	1.00	130.00	0.000	0.00	130.00	0.00	0.00	130.00
1/07	00081518	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	10.00			529.20	269.20	0.00	31.75	830.15
Invoice Total:			20.00			1,058.40	538.40	0.00	63.50	1,660.30

INVOICE NUMBER: 118570

TAXABLE AMOUNT: 1,058.40
NON-TAXABLE AMOUNT: 538.40
SALES TAX: 63.50
TOTAL AMOUNT DUE: 1,660.30

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

DISPATCH NUMBER:
304) 726-4022

BILLING INQUIRIES:
388) 255-1777
c_billing@alleganyaggregates.com

ALLEGANY CONCRETE

P.O. Box 1424
Cumberland, MD 21501
(301) 777-7979
www.AlleganyAggregates.com

01/12/25
PLANT NUMBER:
(304) 726-4022

FED ID#: 55-0167100

A Division of Fairfax Materials, Inc.

INVOICE

BILL TO: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177

RECEIVED

DEC 18 2023
22.24.002

INVOICE DATE: 12/17/2023
INVOICE NUMBER: 118582
CUSTOMER #: TRITCO
TAX ID NUMBER:
PO#/REQUISITION#: AL624B51
JOB CODE: BALTST

JOB LOCATION: BALTIMORE STREET

PLANT / ZONE: SG - MD0A

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
2/12	00081548	[3351] MD MIX #3 (W3W-N35-91-	6.50	127.55	27.300	829.08	177.45	0.00	49.74	1,056.27
2/12	00081548	[3605] HOT WATER	6.50	4.75	0.000	30.88	0.00	0.00	1.85	32.73
2/12	00081548	[3763] SM LOAD 3 YD - 4 3/4 YD	1.00	130.00	0.000	0.00	130.00	0.00	0.00	130.00
2/12	00081548	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
Tkt Total:			15.00			859.96	337.45	0.00	51.59	1,249.00
2/14	00081570	[3351] MD MIX #3 (W3W-N35-91-	3.50	127.55	27.300	446.43	95.55	0.00	26.79	568.77
2/14	00081570	[3605] HOT WATER	3.50	4.75	0.000	16.63	0.00	0.00	1.00	17.63
2/14	00081570	[3763] SM LOAD 3 YD - 4 3/4 YD	1.00	130.00	0.000	0.00	130.00	0.00	0.00	130.00
2/14	00081570	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
Tkt Total:			9.00			463.06	255.55	0.00	27.79	746.40
Invoice Total:			24.00			1,323.02	593.00	0.00	79.38	1,995.40

INVOICE NUMBER: 118582

TAXABLE AMOUNT: 1,323.02
NON-TAXABLE AMOUNT: 593.00
SALES TAX: 79.38
TOTAL AMOUNT DUE: 1,995.40

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK
PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

ISPATCH NUMBER:
(04) 726-4022

ILLING INQUIRIES:
(88) 255-1777
_billing@alleganyaggregates.com

ALLEGANY CONCRETE

P.O. Box 1424
Cumberland, MD 21501
(301) 777-7979
www.AlleganyAggregates.com

PLANT NUMBER:
(304) 726-4022

FED ID#: 55-0167100

DEC 26 2023

A Division of Fairfax Materials, Inc.

INVOICE

BILL TO: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177

22.24.002

11/17/24 12-24
P114 1 M 967.70
7017 2 M 5972.62

INVOICE DATE: 12/24/2023
INVOICE NUMBER: 118593
CUSTOMER #: TRITCO
TAX ID NUMBER:
PO#/REQUISITION#: AL624B51
JOB CODE: BALTST

DB LOCATION: BALTIMORE STREET

PLANT / ZONE: SG - MD0A

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
12/19	00081621	[3351] MD MIX #3 (W3W-N35-91-	5.00	127.55	27.300	637.75	136.50	0.00	38.27	812.52
12/19	00081621	[3605] HOT WATER	5.00	4.75	0.000	23.75	0.00	0.00	1.43	25.18
12/19	00081621	[3784] SM LOAD 5YD - 6 3/4 YD	1.00	100.00	0.000	0.00	100.00	0.00	0.00	100.00
12/19	00081621	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	12.00			661.50	266.50	0.00	39.70	967.70
12/21	00081674	[3351] MD MIX #3 (W3W-N35-91-	7.00	127.55	27.300	892.85	191.10	0.00	53.57	1,137.52
12/21	00081674	[3605] HOT WATER	7.00	4.75	0.000	33.25	0.00	0.00	2.00	35.25
12/21	00081674	[6148] SOLOMAN COLOR	7.00	100.00	0.000	700.00	0.00	0.00	42.00	742.00
12/21	00081674	[7-CO] MIXER CLEAN-OUT	1.00	65.00	0.000	65.00	0.00	0.00	3.90	68.90
12/21	00081674	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	23.00			1,691.10	221.10	0.00	101.47	2,013.67
12/21	00081675	[3351] MD MIX #3 (W3W-N35-91-	7.00	127.55	27.300	892.85	191.10	0.00	53.57	1,137.52
12/21	00081675	[3605] HOT WATER	7.00	4.75	0.000	33.25	0.00	0.00	2.00	35.25
12/21	00081675	[6148] SOLOMAN COLOR	7.00	100.00	0.000	700.00	0.00	0.00	42.00	742.00
12/21	00081675	[7-CO] MIXER CLEAN-OUT	1.00	65.00	0.000	65.00	0.00	0.00	3.90	68.90
12/21	00081675	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	23.00			1,691.10	221.10	0.00	101.47	2,013.67
12/21	00081677	[3351] MD MIX #3 (W3W-N35-91-	6.75	127.55	27.300	860.96	184.28	0.00	51.66	1,096.90
12/21	00081677	[3605] HOT WATER	6.75	4.75	0.000	32.06	0.00	0.00	1.92	33.98
12/21	00081677	[6148] SOLOMAN COLOR	6.75	100.00	0.000	675.00	0.00	0.00	40.50	715.50
12/21	00081677	[7-CO] MIXER CLEAN-OUT	1.00	65.00	0.000	65.00	0.00	0.00	3.90	68.90
12/21	00081677	[FUEA] FUEL SURCHG-ZONE A	1.00	30.00	0.000	0.00	30.00	0.00	0.00	30.00
		Tkt Total:	22.25			1,633.02	214.28	0.00	97.98	1,945.28
		Invoice Total:	80.25			5,676.72	922.98	0.00	340.62	6,940.32

INVOICE NUMBER: 118593

TAXABLE AMOUNT: 5,676.72
NON-TAXABLE AMOUNT: 922.98
SALES TAX: 340.62
TOTAL AMOUNT DUE: 6,940.32

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:
165602
Invoice Date
Dec 8, 2023
Page:
1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID
2083

Customer PO:
2224

Payment Terms:
Net 30 Days

Sales Rep:
CMS

Job Number:
Cust. Pickup

Due Date:
1/7/24

Quantity	Item	Description	Unit Price	Extension
3.00	FFP6P4	PLASTIC 6 TO PLASTIC 4 FERNCO #1056-64	21.86	65.58
12/19/23 Job 22-24 8114.1 M \$69.51 Approved - J. Lambert				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	65.58
Sales Tax	3.93
Freigh	
Total Order Amount	69.51
Payment Received	
TOTAL	\$69.51

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:
165600
Invoice Date
Dec 8, 2023
Page:
1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID
2083

Customer PO:
2224

Payment Terms:
Net 30 Days

Sales Rep:

Job Number:
Cust. Pickup

Due Date:
1/7/24

Quantity	Item	Description	Unit Price	Extension
1.00	FFP4P3	PLASTIC 4 TO PLASTIC 3 FERNCO #1056-43	11.09	11.09
		12/19/23 Job 22-24 8114.1 M \$69.51 Approved - J. Lambert		

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	11.09 ✓
Sales Tax	0.67
Freight	
Total Order Amount	11.76
Payment Received	
TOTAL	\$11.76

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax**INVOICE**

Invoice Number:

165586

Invoice Date

Dec 7, 2023

Page:

1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID

2083

Customer PO:

2224

Payment Terms:

Net 30 Days

Sales Rep:

Job Number:

Due Date:

Cust. Pickup

1/6/24

Quantity	Item	Description	Unit Price	Extension
1.00	FFC4P6	CLAY 4 TO PLASTIC 6 FERNCO #1002-46	17.86	17.86

12/19/23
Job 22-24
8114.1 M \$18.93
Approved - J. Lambert**PLEASE MAKE CHECKS
PAYABLE TO PVS**

Subtotal 17.86 ✓

Sales Tax 1.07

Freigh

Total Order Amount **18.93**

Payment Receiver

TOTAL \$18.93

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

12/29

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:

165552

Invoice Date

Dec 6, 2023

Page:

1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID
2083

Customer PO:
2224

Payment Terms:
Net 30 Days

Sales Rep:
CMS

Job Number:
Cust. Pickup

Due Date:
1/5/24

Quantity	Item	Description	Unit Price	Extension
400.00	REBAR 1/2 X 20	REBAR 1/2 X 20 #4 BAR	0.79	316.00
		12/19/23 Job 22-24 8114.1 M \$334.96 Approved - J. Lambert		

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	316.00
Sales Tax	18.96
Freigh	
Total Order Amount	334.96
Payment Received	
TOTAL	\$334.96

Overdue Invoices are subject to service charges of 1.5% per month (18% annual).

12/29

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:
165551
Invoice Date
Dec 6, 2023
Page:
1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID	Customer PO:	Payment Terms:
2083	2224	Net 30 Days
Sales Rep:	Job Number:	Due Date:
	Cust. Pickup	1/5/24

Quantity	Item	Description	Unit Price	Extension
1.00	FFP8P8	PLASTIC 8 TO PLASTIC 8 FERNCO #1056-88	33.77	33.77
		12/19/23 Job 22-24 8114.1 M \$35.80 Approved - J. Lambert		

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	33.77
Sales Tax	2.03
Freight	
Total Order Amount	35.80
Payment Received	
TOTAL	\$35.80

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

12/19

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:
165519
Invoice Date
Dec 5, 2023
Page:
1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID	Customer PO:	Payment Terms:
2083	2224	Net 30 Days
Sales Rep:	Job Number:	Due Date:
	Cust. Pickup	1/4/24

Quantity	Item	Description	Unit Price	Extension
400.00	REBAR 1/2 X 20	REBAR 1/2 X 20 #4 BAR	0.79	316.00
12/19/23 Job 22-24 8114.1 M \$334.96 Approved - J. Lambert				

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	316.00
Sales Tax	18.96
Freigh	
Total Order Amount	334.96
Payment Receiver	
TOTAL	\$334.96

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

12/29

POTOMAC VALLEY INDUSTRIAL SUPPLY

61 National Highway
Lavale, MD 21502

(301) 724-2000 Telephone
(301) 724-6416 Fax



INVOICE

Invoice Number:
165490
Invoice Date
Dec 4, 2023
Page:
1

Sold To:
TRITON CONSTRUCTION INC.
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Ship To:
TRITON CONSTRUCTION
1944 WINFIELD ROAD
ST ALBANS, WV 25177

Customer ID	Customer PO:	Payment Terms:
2083	2224	Net 30 Days
Sales Rep:	Job Number:	Due Date:
CMS	Cust. Pickup	1/3/24

Quantity	Item	Description	Unit Price	Extension
400.00	REBAR 1/2 X 20	REBAR 1/2 X 20 #4 BAR	0.79	316.00
		12/19/23 Job 22-24 8114.1 M \$334.96 Approved - J. Lambert		

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal 316.00
Sales Tax 18.96
Freigh
Total Order Amount **334.96**
Payment Receiver
TOTAL \$334.96

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

1-5-24

POTOMAC VALLEY INDUSTRIAL SUPPLY61 National Highway
Lavale, MD 21502(301) 724-2000 Telephone
(301) 724-6416 Fax

INVOICE
 Invoice Number:
165673
 Invoice Date
Dec 13, 2023
 Page:
1

 Sold To:
 TRITON CONSTRUCTION INC.
 1944 WINFIELD ROAD
 ST ALBANS, WV 25177

 Ship To:
 TRITON CONSTRUCTION
 1944 WINFIELD ROAD
 ST ALBANS, WV 25177

 Customer ID
2083

 Customer PO:
2224

 Payment Terms:
Net 30 Days

Sales Rep:

Job Number:

Due Date:

Cust. Pickup

1/12/24

Quantity	Item	Description	Unit Price	Extension
2.00	FFP4P4	PLASTIC 4 TO PLASTIC 4 FERNCO #1056-44	10.56	21.12
2.00	FS40904	S40 90 4 S PVC P300-040	13.68	27.36
2.00	FS40454	S40 45 4 S PVC P321-040	10.93	21.86
2.00	FS40224	S40 22-1/2 4" PVC P324-040	10.44	20.88
20.00	PS40410	SCH40 4" X 10' PVC PIPE BE	4.59	91.80
1.00	Z003	DRAGON ICE MELT 50# BAG 56 PER SKID	14.50	14.50

DATE		JOB #	APPROVER
12/28/23		22-24	
PHASE	CODE	M.R.X.	AMOUNT
P114	I	M	209.37

**PLEASE MAKE CHECKS
PAYABLE TO PVIS**

Subtotal	197.52
Sales Tax	11.85
Freigh	
Total Order Amount	209.37
Payment Receiver	
TOTAL	\$209.37

Overdue invoices are subject to service charges of 1.5% per month (18% annual).

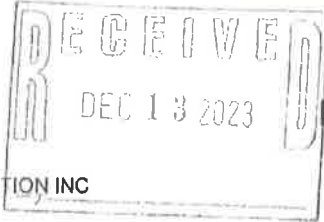
CENTRAL DISPATCH:
(301) 777-1777

ALLEGANY AGGREGATES, INC.

FED ID#: 52-1641964

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400
www.AlleganyAggregates.com



INVOICE

22.24.007

BILL TO: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177

INVOICE DATE: 12/10/2023
INVOICE NUMBER: 730589
CUSTOMER #: TRITCO
TAX ID NUMBER:
PO#/REQUISITION#: 22-24-007
JOB CODE: BALTST

JOB LOCATION: BALTIMORE STREET BRIDGE A-C-06 OVER WILLS CREEK

PLANT / ZONE: SG - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$																						
12/01	00499388	[0001] CR-6	23.31	13.25	0.000	308.86	0.00	0.00	18.63	327.39																						
12/05	00499609	[0001] CR-6	22.35	13.25	0.000	296.14	0.00	0.00	17.77	313.91																						
12/06	00499662	[0001] CR-6	23.22	13.25	0.000	307.67	0.00	0.00	18.46	326.13																						
12/07	00499685	[0001] CR-6	24.17	13.25	0.000	320.25	0.00	0.00	19.22	339.47																						
12/07	00499704	[0001] CR-6	23.91	13.25	0.000	316.81	0.00	0.00	19.01	335.82																						
12/07	00499716	[0001] CR-6	23.65	13.25	0.000	313.36	0.00	0.00	18.80	332.16																						
12/07	00499731	[0001] CR-6	24.28	13.25	0.000	321.71	0.00	0.00	19.30	341.01																						
12/07	00499742	[0001] CR-6	23.85	13.25	0.000	316.01	0.00	0.00	18.96	334.97																						
12/08	00499833	[0001] CR-6	24.04	13.25	0.000	318.53	0.00	0.00	19.11	337.64																						
12/08	00499843	[0001] CR-6	23.52	13.25	0.000	311.64	0.00	0.00	18.70	330.34																						
12/08	00499853	[0001] CR-6	24.10	13.25	0.000	319.33	0.00	0.00	19.16	338.49																						
12/08	00499860	[0001] CR-6	23.88	13.25	0.000	316.41	0.00	0.00	18.98	335.39																						
Product Total:			284.28			3,766.72	0.00	0.00	226.00	3,992.72																						
12/05	00499580	[0002] 1 1/2" CRD	22.67	7.50	0.000	170.03	0.00	0.00	10.20	180.23																						
Product Total:			22.67			170.03	0.00	0.00	10.20	180.23																						
12/05	00499543	[0036] PIPE BEDDING DUST	22.85	15.10	0.000	345.04	0.00	0.00	20.70	365.74																						
Product Total:			22.85			345.04	0.00	0.00	20.70	365.74																						
<table><tr><td>DATE</td><td>JOB #</td><td>APPRO</td></tr><tr><td>1/17/24</td><td>22-24</td><td>JS</td></tr><tr><td>PHASE</td><td>CODE</td><td>M.B.X</td><td>AMC</td></tr><tr><td>3013</td><td>1</td><td>M</td><td>1,512.89</td></tr><tr><td>3012</td><td>1</td><td>M</td><td>1,512.89</td></tr><tr><td>3014</td><td>1</td><td>M</td><td>1,512.91</td></tr></table>											DATE	JOB #	APPRO	1/17/24	22-24	JS	PHASE	CODE	M.B.X	AMC	3013	1	M	1,512.89	3012	1	M	1,512.89	3014	1	M	1,512.91
DATE	JOB #	APPRO																														
1/17/24	22-24	JS																														
PHASE	CODE	M.B.X	AMC																													
3013	1	M	1,512.89																													
3012	1	M	1,512.89																													
3014	1	M	1,512.91																													
Invoice Total:			329.80			4,281.79	0.00	0.00	256.90	4,538.69																						

INVOICE NUMBER: 730589

TAXABLE AMOUNT: 4,281.79
NON-TAXABLE AMOUNT: 0.00
SALES TAX: 256.90
TOTAL AMOUNT DUE: 4,538.69

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

CENTRAL DISPATCH:
(301) 777-1777

ALLEGANY AGGREGATES, INC.

P.O. Box 127
Cumberland, MD 21502
(301) 478-2400

www.AlleganyAggregates.com

01/12/24
FED ID#: 52-1641964

BILLING INQUIRIES:
(888) 255-1777
billing@alleganyaggregates.com

RECEIVED

DEC 18 2023

BY: _____

INVOICE

22.24.007

BILL TO: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177

INVOICE DATE: 12/17/2023
INVOICE NUMBER: 730645
CUSTOMER #: TRITCO
TAX ID NUMBER:
PO#/REQUISITION#: 22-24-007
JOB CODE: BALTST

JOB LOCATION: BALTIMORE STREET BRIDGE A-C-06 OVER WILLS CREEK

PLANT / ZONE: SG - 0000

Date	Ticket#	Product Code & Description	Quantity	Material Price	Delivery Price	Material Extended	Delivery Extended	Other	Sales Tax	Total\$
12/11	00499885	[0001] CR-6	24.07	13.25	0.000	318.93	0.00	0.00	19.14	338.07
12/11	00499931	[0001] CR-6	24.24	13.25	0.000	321.18	0.00	0.00	19.27	340.45
		Product Total:	48.31			640.11	0.00	0.00	38.41	678.52
12/11	00499893	[0013] #57 LIMESTONE	23.57	17.80	0.000	419.55	0.00	0.00	25.17	444.72
12/11	00499913	[0013] #57 LIMESTONE	24.04	17.80	0.000	427.91	0.00	0.00	25.67	453.58
		Product Total:	47.61			847.46	0.00	0.00	50.84	898.30
Invoice Total:			95.92			1,487.57	0.00	0.00	89.25	1,576.82

DATE	JOB #	AMOUNT
1/17/24	22-24	1,576.82
PHASE	CODE	M.R.X.
3014	1	M

INVOICE NUMBER: 730645

TAXABLE AMOUNT: 1,487.57
NON-TAXABLE AMOUNT: 0.00
SALES TAX: 89.25
TOTAL AMOUNT DUE: 1,576.82

WHEN PAYING, PLEASE INCLUDE INVOICE # ON THE CHECK

PAYMENT TERMS : NET 30

IF YOU ARE NOT RECEIVING YOUR INVOICES BY EMAIL AND WOULD LIKE TO, PLEASE CONTACT THE BILLING OFFICE.

Liberty Street Cast in Place Structures						
Baltimore Street Access Project						
Additional Sewer Pipe on Liberty Street						
DATE	DESCRIPTION OF MATERIALS	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
	Trucking		80.00	HRS	\$ 90.00	\$ 7,200.00
	Triad Testing Services		30.00	HRS	\$ 42.00	\$ 1,260.00
			SUBTOTAL		\$	8,460.00

SUBCONTRACTORS

Liberty Street Cast in Place Structures						
Baltimore Street Access Project						
Third Party Cost						
DATE	DESCRIPTION OF MATERIALS/ SUBCONTRACTOR	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
					\$	-
			SUBTOTAL		\$	-
TOTAL COST OF SUBCONTRACTOR					\$	-

01/12/24



TRITON CONSTRUCTION, INC.
Attn: JESSICA RAINES
P.O. BOX 1360
ST. ALBANS WV 25177

22.24.013

Invoice Number 011302
Date 13-Dec-2023
Customer ID TRITONCONS
Project ID 03-23-0326
Project Baltimore Street Access Project_Cumberland MD
Project Manager TONY F MILLER
PO Number 22-24-013
Customer Ref No Job#: 22-24
Terms Net 30

Remit payment to:

Triad Engineering, Inc.
L-3738
Columbus, OH, 43260-3738

Period ending 11/30/2023

03-23-0326 Baltimore Street Access Project_Cumberland MD

Code: 9999.0040

Site Work

Description	Qty	Rate	Amount
Engineering Technician I	64.00	42.00	2,688.00
Engineering Technician I (OT)	5.00	63.00	315.00
Subtotal for Site Work			3,003.00

Reimbursables and Mileage

Description	Qty	Rate	Amount
Mileage	1,300.00	0.500	650.00
Subtotal for Reimbursables and Mileage			650.00

Invoice Total 3,653.00

DATE	JOB #	INITIALS
1/17/24	22-24	JS
PHASE	CODE	M.R.X.
999	40	X
		AMOUNT
		3653.00

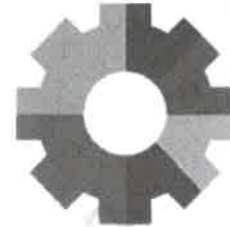
Rental Rate Blue Book®

November 17, 2022

Miscellaneous 4X4 1 1/4 260 CREW DIESEL

On-Highway Light Duty Trucks

Size Class:
200 - 299 HP
Weight:
N/A



Configuration for 4X4 1 1/4 260 CREW DIESEL

Axle Configuration	4X4	Cab Type	Crew
Horsepower	260.0	Power Mode	Diesel
Ton Rating	1 1/4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,110.00	USD \$310.00	USD \$78.00	USD \$12.00	USD \$19.80	USD \$26.11
Adjustments						
Region (Maryland: 103.1%)	USD \$34.41	USD \$9.61	USD \$2.42	USD \$0.37		
Model Year (2001: 88.66%)	(USD \$129.81)	(USD \$36.25)	(USD \$9.12)	(USD \$1.40)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$1,014.60	USD \$283.36	USD \$71.30	USD \$10.97	USD \$19.80	USD \$25.56

Non-Active Use Rates

	Hourly
Standby Rate	USD \$4.38
Idling Rate	USD \$21.46

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	60%	USD \$666.00/mo
Overhaul (ownership)	24%	USD \$266.40/mo
CFC (ownership)	3%	USD \$33.30/mo
Indirect (ownership)	13%	USD \$144.30/mo
Fuel (operating) @ USD 5.03	79%	USD \$15.70/hr

Revised Date: 4th quarter 2022

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MATT POWELL
(matt.powell@tritonwv.com)

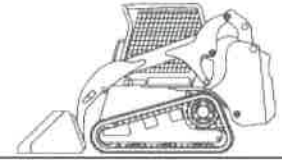
Rental Rate Blue Book®

January 23, 2024

Kubota SVL75-2

Compact Track Loaders

Size Class:
2201 - 2500 lbs
Weight:
N/A


Configuration for SVL75-2

Operator Protection ROPS/FOPS Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,205.00	USD \$900.00	USD \$225.00	USD \$34.00	USD \$18.97	USD \$37.18
Adjustments						
Region (100%)						
Model Year (2024: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$3,205.00	USD \$900.00	USD \$225.00	USD \$34.00	USD \$18.97	USD \$37.18

Non-Active Use Rates

	Hourly
Standby Rate	USD \$8.38
Idling Rate	USD \$28.76

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	19%	USD \$608.95/mo
Overhaul (ownership)	54%	USD \$1,730.70/mo
CFC (ownership)	12%	USD \$384.60/mo
Indirect (ownership)	15%	USD \$480.75/mo
Fuel (operating) @ USD 4.15	55.61%	USD \$10.55/hr

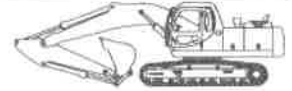
Revised Date: 1st quarter 2024

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Rental Rate Blue Book®

January 23, 2024

Kobelco SK140SRLC-5 (disc. 2020)
Crawler Mounted Hydraulic Excavators

Size Class:
12.5 - 14.4 mt
Weight:
N/A

Configuration for SK140SRLC-5 (disc. 2020)

Operating Weight **311500.0 lbs** Power Mode **Diesel**
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$10,950.00	USD \$3,065.00	USD \$765.00	USD \$115.00	USD \$29.78	USD \$92.00
Adjustments						
Region (100%)						
Model Year (2020: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$10,950.00	USD \$3,065.00	USD \$765.00	USD \$115.00	USD \$29.78	USD \$92.00

Non-Active Use Rates

	Hourly
Standby Rate	USD \$34.22
Idling Rate	USD \$62.22

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD \$3,285.00/mo
Overhaul (ownership)	45%	USD \$4,927.50/mo
CFC (ownership)	15%	USD \$1,642.50/mo
Indirect (ownership)	10%	USD \$1,095.00/mo

Fuel cost data is **not available** for these rates.

Revised Date: 1st quarter 2024

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Rental Rate Blue Book®

January 23, 2024

Ford F700 4X2 DIESEL (disc. 1998)

Conventional Day Cab Tractor

Size Class:

6

Weight:

N/A


Configuration for F700 4X2 DIESEL (disc. 1998)

Power Mode	Diesel	Wheelbase	141 Inches
Axle Configuration	4x2	Complete / Incomplete	C
Gross Vehicle Weight	22200 Pounds		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$2,285.00	USD \$640.00	USD \$160.00	USD \$24.00	USD \$34.67	USD \$47.65
Adjustments						
Region (100%)						
Model Year (1998: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$2,285.00	USD \$640.00	USD \$160.00	USD \$24.00	USD \$34.67	USD \$47.65

Non-Active Use Rates

	Hourly
Standby Rate	USD \$6.23
Idling Rate	USD \$34.41

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	21%	USD \$479.85/mo
Overhaul (ownership)	52%	USD \$1,188.20/mo
CFC (ownership)	16%	USD \$365.60/mo
Indirect (ownership)	11%	USD \$251.35/mo
Fuel (operating) @ USD 4.15	61.81%	USD \$21.43/hr

Revised Date: 1st quarter 2024

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Rental Rate Blue Book®

January 23, 2024

Komatsu PC238USLC-11

Crawler Mounted Hydraulic Excavators



Size Class:

24.5 - 28.4 mt

Weight:

N/A

Configuration for PC238USLC-11

Operating Weight

54230.0 lbs

Power Mode

Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$14,405.00	USD \$4,035.00	USD \$1,010.00	USD \$150.00	USD \$46.32	USD \$128.17
Adjustments						
Region (100%)						
Model Year (2024: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$14,405.00	USD \$4,035.00	USD \$1,010.00	USD \$150.00	USD \$46.32	USD \$128.17

Non-Active Use Rates

Hourly

Standby Rate

USD \$45.02

Idling Rate

USD \$94.92

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD \$4,321.50/mo
Overhaul (ownership)	45%	USD \$6,482.25/mo
CFC (ownership)	15%	USD \$2,160.75/mo
Indirect (ownership)	10%	USD \$1,440.50/mo
Fuel (operating) @ USD 4.15	28.22%	USD \$13.07/hr

Revised Date: 1st quarter 2024

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Rental Rate Blue Book®

January 23, 2024

Volvo L70H

4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 hp
Weight:
N/A


Configuration for L70H

Bucket Capacity	2.4 - 8.4 cu yd	Horsepower	170.0 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$6,315.00	USD \$1,770.00	USD \$445.00	USD \$67.00	USD \$26.18	USD \$62.06
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
Total:	USD \$6,315.00	USD \$1,770.00	USD \$445.00	USD \$67.00	USD \$26.18	USD \$62.06

Non-Active Use Rates

	Hourly
Standby Rate	USD \$24.40
Idling Rate	USD \$45.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD \$2,462.85/mo
Overhaul (ownership)	32%	USD \$2,020.80/mo
CFC (ownership)	18%	USD \$1,136.70/mo
Indirect (ownership)	11%	USD \$694.65/mo
Fuel (operating) @ USD 4.15	38.54%	USD \$10.09/hr

Revised Date: 1st quarter 2024

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MDOT MARYLAND DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ADMINISTRATION
CHANGE ORDER COST ESTIMATE - OOC025

Contract No: AL624B51

FAP No: TAP-3(841)E

Date: 01/15/2025

EXPLANATION OF CHANGE ORDER (Provide a synopsis of the Change Order including the following information)

Copy & Paste this into MCMAN

1. Describe the scenario that led to this change and explain the necessity for amending the contract:

Item 5026A - On October 18, 2023, during removal of existing sidewalk pavers, it was found that the top of the basement at 49 Baltimore Street (which extends under the sidewalk) is only approximately one inch below finished grade. On November 9, 2023, a similar situation was discovered in front of 17 N. Liberty Street. The City of Cumberland contacted paver manufacturer (Belden Brick) about this issue and was able to work out an agreement for the contractor to special order ½-inch thick pavers that match the proposed sidewalk pavers in each of these areas. These pavers are not a stock item from the manufacturer and thus came at a premium cost.

This work was discussed with Pam Liston of SHA and she agreed that TAP funding was appropriate.

REASON: (Select all that apply)

- | | | |
|---|--|--|
| ☐ Redline Revision No: | ☐ Changes | ☐ Disputes/Claims |
| ☒ District Change Order | ☐ Variation in Estimated Quantities | |
| ☐ Other: | | |

ENTITLEMENT JUSTIFICATION:**2. Select the scope of compensation for this specific Change Order:**

Money

3. What justifies the additional cost and/or time?

The contractor provided a detailed lump sum breakdown of their cost and split the total cost to 'per SY' cost.

4. Select how the impacts should be allocated: (Select all that apply)

- | | | |
|---|---|--------------------------------------|
| ☐ State | ☒ Federal | ☐ Third Party |
| ☒ Local | ☐ Utility | ☐ Other: |

5. Is there a possibility for a subsequent Change Order due to this issue?

- ☐ Yes ☒ No

DISCOVERED BY: David Mitchell (Project Engineer)

Discovery Date: 10/18/2023

ENGINEER'S COST ESTIMATE: \$ 59,634.75

Date: 10/29/2024

ENGINEER'S TIME ESTIMATE: 0

Type: Calendar Days

CONTRACTOR'S SUBMITTAL: Total(\$): 60,647.11

Date Received: 01/14/2025

PRICE BREAKDOWN: ☒ See Attachments (Optional)

TYPE OF VARIANCE: (Select all that apply)

☐ Bid Unit Price☒ Current Cost☒ Comprehensive Breakdown☐ Small Quantity☐ Force Account☒ Special/Difficult Conditions☒ See Independent Engineer's Estimate☐ Specification:

EXPLANATION OF VARIANCE:

6. Explain why the Contractor's Price Breakdown differs from the Engineer's Estimate:

The contractor's price breakdown compared favorably with our estimate. Though 1.5% higher than our computed cost, their breakdown was complete and accurate.

7. Explain what condition caused the New Item Cost to be more than the Price Index Average:

The SHA Price Index could not be used for comparison, as this is a specialty item. As mentioned above, our estimate compared favorably with the contractor's price.

8. Explain what was missing and/or different from a Redline Engineer's Estimate:

Not associated with a Red Line Revision.

NEGOTIATIONS: Yes

Date Began:

Date Complete:

NEEDS FHWA CONCURRENCE:

☐ Yes☒ No

TIME EXTENSION:

☐ Yes☒ No

Number of Days:

☒ Calendar Days: 0☐ Working Days:☐ Compensable:☐ Non-Compensable:

3

5026.A

LPA CONTRACT NO. AL624B51					
CO NO. 6 - THIN SIDEWALK PAVERS					
Labor	Reg. Hrs.	Rate	OT Hrs.	Rate	Total
Foreman	60	\$ 60.00			\$ 3,600.00
Operators	60	\$ 55.00			\$ 3,300.00
Finisher	60	\$ 55.00			\$ 3,300.00
Carpenter	60	\$ 55.00			\$ 3,300.00
Laborer (2)	120	\$ 50.00			\$ 6,000.00
		Subtotal			\$ 19,500.00
		Burden	0.4		\$ 7,800.00
		Total Labor			\$ 27,300.00
Material (LS)	Quantity	Cost			Total
Bricks & Assoc. Materials	1	\$ 20,000.00			\$ 20,000.00
		Total Materials			\$ 20,000.00
		Labor + Materials			\$ 47,300.00
		15% Markup (Subcontractor)			\$ 7,095.00
		Total Labor & Materials			\$ 54,395.00
Equipment	Hours	Rate	Idle Hours	Rate	Total
Skid Steer	60.00	\$ 40.00			\$ 2,400.00
		Total Equipment			\$ 2,400.00
		Total Labor, Material, Equipment & Markup			\$ 56,795.00

SHA Area Engineer:

Dan McKenzie

Dep. Director of Engineering
City Of Cumberland:

Matt Idleman, P.E.

+ 5% PRIME O+P

\$ 2,839.75

\$ 59,634.75

÷ 110 SY =

\$ 542.13/SY

Baltimore Street Access Project
Thin Sidewalk Pavers
Detailed Cost Estimate

	Labor	-
	Equipment	-
	Material	-
	Third Party	57,759.16
	Total	57,759.16
	SUBTOTALS	

Labor & Material Subtotal	-
Small Tools (5% of Labor)	-
20% O&P on Labor & Material	-
Equipment Subtotal	-
Third Party Subtotal	57,759.16
5% O&P on Third Party	2,887.96

Total		60,647.11
QUANTITY	SY	110.00
UNIT PRICE	LS	551.34

✓
gjk

Thin Sidewalk Pavers						
Baltimore Street Access Project Additional Sewer Pipe on Liberty Street						
DATE	DESCRIPTION OF MATERIALS	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
						\$ -
						\$ -
SUBTOTAL						\$ -
TOTAL COST OF THIRD PARTY						\$ -

SUBCONTRACTORS

Thin Sidewalk Pavers						
Baltimore Street Access Project Third Party Cost						
DATE	DESCRIPTION OF MATERIALS/ SUBCONTRACTOR	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
	Romano - Thin Sidewalk Pavers		110.00	SY	\$ 525.08	\$ 57,759.16
SUBTOTAL						\$ 57,759.16
TOTAL COST OF SUBCONTRACTOR						\$ 57,759.16

AJ ROMANO PRICE ESTIMATE

Labor	HRS	Unit Rate	Burden %	Total Labor	Total Burden
Skilled Laborer	195	\$ 32.50	49.91%	\$ 6,337.50	\$ 3,163.05
Laborer	136.91	\$ 32.50	49.91%	\$ 4,449.58	\$ 2,220.78
Operator	50	\$ 32.50	49.91%	\$ 1,625.00	\$ 811.04
Foreman	60	\$ 60.00	49.91%	\$ 3,600.00	\$ 1,796.76

Labor Total	\$ 24,003.70
Profit on Labor	\$ 3,600.56

Materials	Units	UOM	Unit Price	Total	Tax
Dark Brick	3300	EA	\$ 4.50	\$ 14,850.00	\$ 891.00
Light Brick	405	EA	\$ 4.25	\$ 1,721.25	\$ 103.28
Setting Bed	990	SF	\$ 5.66	\$ 5,603.40	\$ 336.20
Delivery	1	EA	\$ 1,100.00	\$ 1,100.00	\$ -

Material Total	\$ 24,605.13
Profit on Material	\$ 3,690.77

Equipment	HRS	Rate	Total
Bobcat Skidsteer	50	\$ 37.18	\$ 1,859.00

Grand Total	\$ 57,759.16
-------------	--------------

gjr

Otto Brick Company LP

Phone: (724) 437-8877
Fax: (724) 437-4977
214 Pittsburgh Street

Invoice # 22052

Date 6/6/2024

Bill To

Romano Concrete Construction INC
11071-A Guilford Road
Annapolis Junction MD. 20701

Ship To

12-16-M

Phone: 301-362-0080

Terms	Due Date	Project
	6/6/2024	Baltimore Street Ac...

Item Code	Description	Ord Qty	Inv Qty	Prev Inv	BO	U/M	Price	Amount
BELDPaverL...	Belden LandMark Gray 4x8x2 3/4 Paver (385/cube) Square Edge Plant 2	167,475	5,390	15,015	134,750	EA	1.20	6,468.00
BELDPaverL...	Belden LandMark Gray 4x8x1/2 Paver Square Edge Plant	3,300	3,300	0	0	EA	4.50	14,850.00
BELDPaverL...	Belden LightHouse Gray 4x8x1/2 Paver Square Edge Plant	405	405	0	0	EA	4.25	1,721.25
Freight	Freight	36	1	3		EA	1,100.00	1,100.00
	This includes delivery to job site. Customer is responsible for unloading product.							

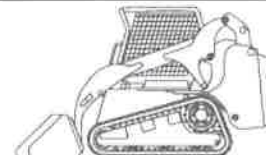
Company:	Romano	AJR
Date Received:	6-18-24	Due Date 6-6-24
Job Name/No.:	12-16-M	
Reviewed by:	AP	Date: 6-13-24
Entered by:	K	Date: 6-18-24
Check No:	056004445	Date: 6-24-24
Amount Paid:	\$25,587.61	Check Amount: \$43,590.85
Note:	ACIT Payment	

Subtotal	\$24,139.25
Sales Tax (6.0%)	\$1,448.36
Payments/Credits	\$0.00
Balance Due	\$25,587.61

Rental Rate Blue Book®

January 23, 2024

Kubota SVL75-2
 Compact Track Loaders

 Size Class:
 2201 - 2500 lbs
 Weight:
 N/A

Configuration for SVL75-2

Operator Protection ROPS/FOPS Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$3,205.00	USD \$900.00	USD \$225.00	USD \$34.00	USD \$18.97	USD \$37.18
Adjustments						
Region (100%)						
Model Year (2024: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$3,205.00	USD \$900.00	USD \$225.00	USD \$34.00	USD \$18.97	USD \$37.18

Non-Active Use Rates

	Hourly
Standby Rate	USD \$8.38
Idling Rate	USD \$28.76

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	19%	USD \$608.95/mo
Overhaul (ownership)	54%	USD \$1,730.70/mo
CFC (ownership)	12%	USD \$384.60/mo
Indirect (ownership)	15%	USD \$480.75/mo
Fuel (operating) @ USD 4.15	55.61%	USD \$10.55/hr

Revised Date: 1st quarter 2024

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Maryland Department of Transportation
STATE HIGHWAY ADMINISTRATION
CHANGE ORDER COST ESTIMATE - OOC025

Contract No: AL624B51

FAP No: TAP-3(841)E

Date: 01/15/2025

EXPLANATION OF CHANGE ORDER (Provide a synopsis of the Change Order including the following information)

Copy & Paste this into MCMAN

1. Describe the scenario that led to this change and explain the necessity for amending the contract:

Item 8116A - On December 4th, 2023, City of Cumberland Engineers inspected the concrete border that runs along all buildings within the project LOD and found that there were multiple sections of broken and/or deteriorated border that would need replaced prior to installation of sidewalk brick pavers, as they would require a solid border for proper edge restraint. The contractor agreed to do the work at a new price since the overrun would be above 25% of the original contract amount.

This work was discussed with Pam Liston of SHA and she agreed that TAP funding was appropriate.

REASON: (Select all that apply)

- | | | |
|---|--|--|
| ☐ Redline Revision No: | ☐ Changes | ☐ Disputes/Claims |
| ☒ District Change Order | ☐ Variation in Estimated Quantities | |
| ☐ Other: | | |

ENTITLEMENT JUSTIFICATION:**2. Select the scope of compensation for this specific Change Order:**

Money

3. What justifies the additional cost and/or time?

The contractor provided a detailed lump sum breakdown of their cost and split the total cost to 'per LF' cost.

4. Select how the impacts should be allocated: (Select all that apply)

- | | | |
|---|---|--------------------------------------|
| ☐ State | ☒ Federal | ☐ Third Party |
| ☒ Local | ☐ Utility | ☐ Other: |

5. Is there a possibility for a subsequent Change Order due to this issue?

- ☐ Yes ☒ No

DISCOVERED BY: David Mitchell (Project Engineer)**Discovery Date:** 12/04/2023**ENGINEER'S COST ESTIMATE:** \$ 52,417.44**Date:** 01/16/2024**ENGINEER'S TIME ESTIMATE:** 0**Type:** Calendar Days**CONTRACTOR'S SUBMITTAL:** Total(\$): 55,819.49**Date Received:** 09/26/2024**PRICE BREAKDOWN:** ☒ See Attachments (Optional)**TYPE OF VARIANCE:** (Select all that apply)☐

Bid Unit Price

☒

Current Cost

☒

Comprehensive Breakdown

☐

Small Quantity

☐

Force Account

☒

Special/Difficult Conditions

☒

See Independent Engineer's Estimate

☐

Specification:

EXPLANATION OF VARIANCE:**6. Explain why the Contractor's Price Breakdown differs from the Engineer's Estimate:**

The contractor's price breakdown compared favorably with our estimate. Though 6% higher than our computed cost, their breakdown was complete and accurate.

7. Explain what condition caused the New Item Cost to be more than the Price Index Average:

The SHA Price Index could not be used for comparison, as this is a specialty item. However, the contractor provided a detailed cost breakdown to compare with our estimate.

8. Explain what was missing and/or different from a Redline Engineer's Estimate:

Not associated with a Red Line Revision.

NEGOTIATIONS: Yes**Date Began:****Date Complete:****NEEDS FHWA CONCURRENCE:**☐

Yes

☒

No

TIME EXTENSION:☐

Yes

☒

No

Number of Days:☒

Calendar Days: 0

☐

Working Days:

☐

Compensable:

☐

Non-Compensable:

3

8116.4

LPA CONTRACT NO. AL624B51					
CO NO. 6 - VARIABLE WIDTH CONCRETE BORDER					
Labor	Reg. Hrs.	Rate	OT Hrs.	Rate	Total
Foreman	24	\$ 65.00			\$ 1,560.00
Operators	48	\$ 60.00			\$ 2,880.00
Carpenter	168	\$ 60.00			\$ 10,080.00
Finisher	96	\$ 60.00			\$ 5,760.00
Laborers (2)	96	\$ 55.00			\$ 5,280.00
		Subtotal			\$ 25,560.00
		Burden	0.27		\$ 6,901.20
		Total Labor			\$ 32,461.20
Material (LS)	Quantity	Cost			Total
Concrete	1	\$ 5,000.00			\$ 5,000.00
		Total Materials			\$ 5,000.00
		Labor + Materials			\$ 37,461.20
		20% Markup (Prime Contractor)			\$ 7,492.24
		Total Labor & Materials			\$ 44,953.44
Equipment	Hours	Rate	Idle Hours	Rate	Total
Crew Truck	24.00	\$ 26.00			\$ 624.00
Excavator	48.00	\$ 80.00			\$ 3,840.00
Trucking Sub (LS)	1.00	\$ 3,000.00			\$ 3,000.00
		Total Equipment			\$ 7,464.00
		Total Labor, Material, Equipment & Markup			\$ 52,417.44

SHA Area Engineer:

Dan McKenzie

Dep. Director of Engineering

City Of Cumberland:

Matt Idleman, P.E.

÷ 286.50 LF

= \$182.96/LF

Baltimore Street Access Project
Variable Width Concrete Border
Detailed Cost Estimate
Thursday, September 26, 2024

	Labor	35,519.01
	Equipment	4,251.96
	Material	5,091.43
	Third Party	2,700.00
	Total	47,562.40
		SUBTOTALS

Labor & Material Subtotal	40,610.44
Small Tools (5% of Labor)	
20% O&P on Labor & Material	8,122.09
Equipment Subtotal	4,251.96
Third Party Subtotal	2,700.00
5% O&P on Third Party	135.00

Total		55,819.49
QUANTITY	lf	286.50
UNIT PRICE	LF	194.83

✓
GAR

Variable Width Concrete Border

Baltimore Street Access Project	
Labor Cost	

Labor Cost

24B

✓	1
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Baltimore Street Access Project
Equipment Cost

24B

Variable Width Concrete Border							
Baltimore Street Access Project							
Material Cost							
DATE	DESCRIPTION OF MATERIALS	INVOICE/ QUOTE NO.	SUPPLIER	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
	Class B Concrete		Attached invoice for proof of unit cost	26.00	CY	\$ 184.74	\$ 4,803.24
							\$ -
							\$ -
							\$ -
							\$ -
		SUBTOTAL					\$ 4,803.24
		SALES TAX @ 6%					\$ 288.19
		TOTAL COST OF MATERIALS					\$ 5,091.43

Baltimore Street Access Project
Material Cost

[illegible]

✓ ☒ 9R

Variable Width Concrete Border						
Baltimore Street Access Project						
Third Party Cost						
DATE	DESCRIPTION OF MATERIALS	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
	Trucking	Attached invoice for proof of unit cost	30.00	HRS	\$ 90.00	\$ 2,700.00
			SUBTOTAL		\$	2,700.00

gfr

SUBCONTRACTORS

Variable Width Concrete Border						
Baltimore Street Access Project						
Third Party Cost						
DATE	DESCRIPTION OF MATERIALS/ SUBCONTRACTOR	INVOICE/ QUOTE NO.	QUANTITY	UNITS	UNIT PRICE	TOTAL COSTS
						\$ -
			SUBTOTAL		\$	-
TOTAL COST OF SUBCONTRACTOR					\$	-

File Attachments for Item:

. Order 27,650 - authorizing the execution of Change Order No. 1 with Gwin, Dobson & Foreman for the final design of the Evitts Creek Phase IV - Interceptor Sewer to Pump Station Contract (City Project 06-08-S), for the review of the Erosion and Sediment Control Plan, in the not to exceed amount of \$1,700

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

ORDER NO. 27,650

DATE: February 4, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Gwin, Dobson & Foreman, Inc., 3121 Fairway Drive, Altoona, PA 16602, to provide Final Design Services for the Evitts Creek Phase IV – Interceptor Sewer to Pump Station Contract for review of the Erosion and Sediment Control Plan (City Project 06-08-S) be and is hereby accepted in the amount not to exceed Seventeen Hundred Dollars and No Cents (\$1,700.00).

Raymond M. Morriss, Mayor

Budget:
003.399.SS4.63000

Original Contract Price	\$382,500.00
Change Order No. 1	\$1,700.00
Total Contract Price after CO 1	\$384,200.00

Council Agenda Summary

Meeting Date: 2/4/2025

Key Staff Contact: Matt Idleman, PE

Item Title:

Change Order #1 for Final Engineering of Evitts Creek Phase IV – Interceptor Sewer to Pump Station Contract

Summary of project/issue/purchase/contract, etc for Council:

Change Order #1 for Final Design of Evitts Creek Phase IV – Interceptor Sewer to Pump Station Contract to Gwin, Dobson & Foreman, Inc., in the lump sum cost of \$1,700.00. This is for the review of the Erosion and Sediment Control Plan (E&S) which is required by the Maryland Department of the Environment (MDE).

The original cost for this project was \$382,500.00. With the addition of Change Order #1 in the amount of \$1,700.00, the new grand total of the Final Design of Evitts Creek Phase IV – Interceptor Sewer to Pump Station Contract will be \$384,200.00.

The will utilize City funds.

Amount of Award: \$1,700.00

Budget number: 003.399.SS4.63000

Grant, bond, etc. reference: City Funds



GWIN
DOBSON &
FOREMAN

CONSULTING ENGINEERS

3121 FAIRWAY DRIVE
ALTOONA, PA 16602
814.943.5214
FAX: 814.943.8494

TRANSMITTAL LETTER

DATE: January 29, 2025 PROJECT NO. 24036

TO: Allegany County Soil Conservation District
12407 Naves Cross Road NE
Cumberland, MD 21502

ATTENTION: Brent Walker - Sediment Control Planner

RE: Evitts Creek Interceptor Sewer Rehabilitation E&S

WE ARE TRANSMITTING:

- ☐ Attached
- ☐ Copy of Letter
- ☐ Under Separate Cover
- ☐ Specifications
- ☒ Drawings/Prints
- ☐ Change Orders

- ☐ Payment Estimates
- ☐ Permit Applications
- ☐ RFI
- ☐ Samples
- ☐ Product Literature
- ☐ Shop drawings

VIA:

- ☐ Overnight Mail
- ☐ U.S. Mail
- ☒ UPS
- ☐ Hand Delivery
- ☐ FAX
- ☐ Other

THE FOLLOWING:

COPIES	DRAWING #	DATE	DESCRIPTION	CODE
1		01/29/25	Evitts Creek PH IV Interceptor Sewer Rehabilitation	D
1		01/29/25	Erosion and Sediment Control (ESC) Plan Narrative	D
1			Submission Fee	B

ACTION CODE:

- | | | |
|---------------------------------|-----------------------------------|-------------------------|
| A For Distribution | F Note Markings | J Submit |
| B For Use On The Project | G Returned For Corrections | Copies For Distribution |
| C As Requested | H Not Approved | K For Your Files |
| D For Review and Comment | I Resubmit | L _____ |
| E No Exceptions | Copies For Final Approval | _____ |

Remarks: Brent, on behalf of the City of Cumberland enclosed please find the above listed items relative to
an Erosion & Sediment Control submission for the Evitts Creek Interceptor Sewer Rehabilitation
project.
Should you have any questions or require additional information, please feel free to contact me
direct...Thanks

Copies To: File 24036

Steven J. Gibson, Senior Project Engineer



GWIN
DOBSON &
FOREMAN INC

CONSULTING ENGINEERS

January 29, 2025

Allegany County Soil Conservation District
12407 Naves Cross Road NE
Cumberland, MD 21502

**RE: City of Cumberland
Evitts Creek Phase IV Interceptor Sewer Rehabilitation
Erosion and Sediment Control (ESC) Plan Narrative**

On behalf of the City of Cumberland, please accept this letter as the written narrative showing compliance with the requirements of the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control Manual. Please note this is a linear utility line repair and replacement project. There is no increase in impervious area and no stormwater component associated with this project.

The following actions have been taken to provide adequate controls and best management practices for the proposed improvements:

- Ingress/egress points to the proposed sewer rehabilitation project will be from existing paved roadway surfaces or stabilized construction entrances (SCE) during the construction phase of the project. Notes are included within the Erosion and Sediment Control Construction Sequence on Sheet D-8 stating that any sediment that is tracked on to a public roadway is to be removed and returned to the site at the end of each working day.
- Erosion and sediment controls for the project will be provided by 12" diameter filter logs (FL). These controls have been selected due to the limited area of disturbance necessary for construction of the proposed improvements, minimal contributory drainage area to each BMP and the limited topographic relief above each BMP. A "Utility Installation Detail" has been provided on the drawings for the future Contractor to use as a guideline where to place filter log protection during construction.
- Temporary and permanent vegetative stabilization for the disturbed area is specified on Sheets D-6 D-7 and D-8. Areas that are existing or graded at 3H:1V or greater, as well as all disturbed areas, are to be permanently stabilized with soil stabilization matting (PSSMC).
- Maintenance of the proposed ESC BMPs is specified on Sheet D-6.
- An Erosion and Sediment Control Construction Sequence describing the timing and phasing of implementation and removal of the ESC BMPs is included on Sheet D-8.

City of Cumberland – Evitts Creek Phase IV Interceptor Sewer Rehabilitation
Erosion and Sediment Control Plan Narrative
January 29, 2025
Page 2

- All necessary details, specification, notes and signature blocks for compliance with the requirements of the Allegany County Soil Conservation District and the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control Manual are included on the plans.

If you have any questions or need additional information, please contact me at your earliest convenience at (814) 943-5214 or sgibson@gdfengineers.com.

Thank you.

Sincerely,
GWIN, DOBSON & FOREMAN, INC.

A handwritten signature in blue ink, appearing to read "S. J. Gibson".

Steven J. Gibson, P.E.
Senior Project Engineer

File Attachments for Item:

. Order 27,651 - authorizing the execution of an Interlocal Participation Agreement with the National Purchasing Cooperative, enabling the City of Cumberland to utilize the BuyBoard pricing agreement to obtain competitively bid contracts provided by BuyBoard, with a term beginning on the date of execution and automatically renewing for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement

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

ORDER NO. 27,651

DATE: February 4, 2025

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

THAT, the Mayor be and hereby is authorized to sign an Interlocal Participation Agreement with the National Purchasing Cooperative, enabling the City of Cumberland to utilize the BuyBoard pricing agreement to obtain competitively bid contracts provided by BuyBoard, with a term beginning on the date of execution and automatically renewing for successive one-year terms unless sooner terminated in accordance with the provisions of the Agreement.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 2/4/2025

Key Staff Contact: Brooke Cassell

Item Title:

Accept BuyBoard, National Purchasing Cooperative Interlocal Participation Agreement

Summary of project/issue/purchase/contract, etc for Council:

To accept the agreement between the National Purchasing Cooperative and the City of Cumberland to utilize the BuyBoard pricing agreements. The City of Cumberland shall agree to pay an additional value of up to 2.00% for any goods or materials ordered, as outlined in the contract, in order to utilize the competitive prices. This agreement allows for the City of Cumberland to obtain competitively bid contracts through utilizing the services provided by BuyBoard. This agreement will start on the date of execution.

This execution of the agreement is only for the ability to begin utilizing the BuyBoard competitive bid process for better prices for future projects.

Amount of Award: N/A

Budget number: N/A

Grant, bond, etc. reference: N/A



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement (“Agreement”) is made and entered into on the date indicated below by and between the National Purchasing Cooperative (“Cooperative”), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity (“Cooperative Member”).

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member’s initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. Termination.

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, (“COOPERATIVE AND ASSOCIATES”) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

- a) Neither party waives any immunity from liability afforded under law;
- b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member’s purchase activity, within 12 months of when the lawsuit or action was filed; and
- d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney’s fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member’s purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative’s Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]



WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____
Dan Troxell, Ph.D.
Assistant Secretary

Date: _____

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Government Entity Name)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

Name

Title

Mailing Address

City

State

Zip Code

Telephone

Fax

Email

File Attachments for Item:

. Order 27,652 - authorizing the execution of Change Order No. 1 with Excavating Associates due to additional quantities to perform the scope of work related to the paving required by the project for the South End Water Main Replacement Project (City Project No. 2-22-W) for an additional \$556,473.99 bringing the total contact price not to exceed \$4,953,353.99

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

ORDER NO. 27,652

DATE: February 4, 2025

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 with Excavating Associates, Inc., P.O. Box 434, Ellerslie, MD 21529, due to additional quantities to perform the scope of work related to the paving required by the project for the South End Water Main Replacement Project (City Project No. 2-22-W) for an additional Five Hundred Fifty Six Thousand Four Hundred Seventy Three Dollars and Ninety Nine Cents (\$556,473.99) bringing the total contact price not to exceed Four Million Nine Hundred Fifty Three Thousand Three Hundred Fifty Three Dollars and Ninety Nine Cents (\$4,953,353.99).

Raymond M. Morriss, Mayor

Budget:
002.299EE.63000

Original Contract Price	\$4,396,880.00
Change Order No. 1	\$556,473.99
Total Contract Price after CO 1	\$4,953,353.99

Council Agenda Summary

Meeting Date: 2/4/2025

Key Staff Contact: Robert Smith, PE

Item Title:

Change Order #1 South End Water Main Replacement Contract, City Project # 2-22-W

Summary of project/issue/purchase/contract, etc for Council:

Change Order #1 will be an increase in the contract price in the amount of \$556,473.99 due to additional quantities required to perform the scope of work of the project. These additional quantities are related to the paving required by the project. The total contract price will now be \$4,953,353.99.

Amount of Award: \$556,473.99

Budget number: 002.299EE.63000

Grant, bond, etc. reference: City Funds, ARPA



January 17, 2025

TO: City of Cumberland

RE: CO Request For Paving / South End Water Main/ Project # 2-22-W

CHANGE ORDER REQUEST FOR ADDITIONAL PAVING

Base Bid

Item #158 2" Mill & Overlay

Qty Used: 23,425.33 SY

Qty Scheduled: 6,259.00 SY

Difference: 17,166.33 SY

17,166.33 S. Y. @ \$31.00/SY = \$532,156.23

The contract only had the 2" mill and overlay on Industrial Blvd. There were additional areas that were added per the City's request on Industrial Blvd, Virginia Avenue, River Avenue, Potomac Street, LaFayette Street and Alley #165.

Alt 1 Bid

Item #225 5 ½" Hot Mix Asphalt (Binder Course)

Qty Used: 334.98 Ton

Qty Scheduled: 290.00 Ton

Difference: 44.98 Ton

44.98 Ton @ \$167/Ton = \$7,511.66

Due to extra paving on Mary Street for the City for service they ran to J & J, plus additional paving on Lexington & Lowes

Alt 1

Item #226 1 ½" Hot Mix Asphalt (Surface Course)

Qty Used: 178.31 ton

Qty Scheduled: 82 Ton

Difference: 96.31 Ton

96.31 Ton @ \$174.50/Ton = \$16,806.10

Due to additional paving on Mary for service that City ran for J& J plus Mary & Lexington extra

P.O. Box 434 • Ellerslie, Maryland 21529
301-777-0444 • Fax 301-777-5301

File Attachments for Item:

. Order 27,653 - authorizing appointments to the Human Relations Commission

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

ORDER NO. 27,653

DATE: February 4, 2025

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

THAT, the following appointments to boards and commissions be and are hereby
approved:

<i>Board/Commission</i>	<i>Member</i>	<i>Position</i>	<i>Term</i>
Human Relations Commission	Steven Burr	Seat 5	2/4/2025-2/3/2028
Human Relations Commission	Laurie Ward	Seat 6	2/4/2025-2/3/2028

Raymond M. Morriss, Mayor