



MAYOR

Brian K. Grim

CITY ADMINISTRATOR

Jeff Rhodes

CITY SOLICITOR

Michael Scott Cohen

COUNCIL

Nicole Alt-Myers

Seth D. Bernard

David Caporale

Richard J. "Rock" Cioni

CITY CLERK

Marjorie A. Woodring

AGENDA

**Mayor and City Council of Cumberland
City Hall Council Chambers
Room 212
6:15 P.M.**

DATE 12/6/2016

***Pledge of Allegiance**

I. ROLL CALL

II. DIRECTOR'S REPORT

(A) Police

1. Police Department monthly report for October 2016

(B) Administrative Services

1. Administrative Services monthly report for October, 2016

(C) Public Works

1. Utilities Division and Central Services monthly report for October, 2016

III. APPROVAL OF MINUTES

(A) Administrative / Executive

1. Approval of the Closed Session Minutes of October 18, 2016

IV. UNFINISHED BUSINESS

(A) Ordinances

1. Ordinance (*2nd and 3rd readings*) - amending Section 6.08(5) of the Cumberland Zoning Ordinance to reduce the lighting standards restrictions applicable to residential uses prohibited in the City's Business and Industrial Zones

V. NEW BUSINESS

(A) Resolutions

- Resolution authorizing certain qualifying businesses located in the city limits to receive

1. Gateway Enterprise Zone Tax Credits for the 2016-2017 tax year

(B) Orders (Consent Agenda)

1. Order authorizing the acceptance of a deed for 114-116 Winton Place from the Allegany County Habitat for Humanity, Inc. and authorizing the Mayor and City Administrator to sign documentation to effect the transfer
2. Order approving the application of Historic Tax Credits to property at 624 Queen City Drive, owned by Plamondon Leasing Associates (Roy Rodgers Restaurant); the recommended tax credit is \$64,903 applied over a 5-year period, which equals 5% of the total eligible new development costs of \$1,298,052.50
3. Order authorizing the execution of a Capital Projects Grant Agreement with the State of MD Board of Public Works and the Government Board of the Washington Street Association, to provide funding for the Washington Street Lighting Project (21-15-M) in the amount not to exceed \$93,000
4. Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates to provide construction phase engineering services for the "CSO Storage Facility Project at the WWTP" (1-10-WWTP) for the amount not to exceed \$1,593,524
5. Order accepting the bid of Leonard S. Fiore, Inc. for the project "Phase I - CSO Storage Facility at the WWTP (01-10-WWTP)" in the estimated unit price of \$26,416,340.00, contingent upon the final approval from the Maryland Department of the Environment
6. Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates to provide services for the "78-inch Parallel Pipeline from Mill Race to CSO Storage Project" (19-16-S) for an amount not to exceed \$164,065.00. This award is contingent upon receipt of final approval from the MD Department of the Environment for the CSO Storage Facility Project.
7. Order rescinding the current Internet Access and Internet E-mail Policy and the current City-Owned Computer Use Policy and adopting a revised Computer and Internet Use Policy to update and combine the two prior policies
8. Order approving a revised Table of Organization to reorganize the Department of Community Development
9. Order approving appropriations and transfers for Fiscal Year 2015-2016

VI. PUBLIC COMMENTS

All public comments are limited to 5 minutes per person

VII. ADJOURNMENT



Regular Council Agenda
December 6, 2016

Description

Police Department monthly report for October 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)



City of Cumberland Department of Police

Monthly Report October 2016



City of Cumberland Department of Police

Monthly Report

October 2016

Part 1 Crimes for the Month

	2015		2016		2015		2016		2015		2016	
Aggravated Assaults	1	6	B & E (All)	30	31	Murder	0	0	Rape	1	2	
Robbery	6	5	Theft - Felony	4	4	Theft - Vehicle	2	0				

Selected Criminal Complaints for the Month

	2015		2016		2015		2016		2015		2016	
Theft - Misdemeanor	46	33	Theft - Petty	36	51	Domestic Assaults	17	27	CDS	48	69	
Disturbances	219	202	DOP/Vandalism	40	27	Indecent Exposure	2	2	Sex Off - Other	2	2	
Suicide	0	1	Suicide - Attmpt.	1	0	Tampering M/V	0	0	Abuse - Child	2	1	
Trespassing	25	20	Assault on Police	0	1	Assault Other	42	47				

Selected Miscellaneous Incidents for the Month

	2015		2016		2015		2016		2015		2016	
Alcohol Violations	2	5	Juvenile Compl.	17	17	Missing Persons	11	9	School Resource	69	74	
School Threat	2	0	Sex Off. Regist.	32	25	Truancy	11	4	Death Investigation	4	6	

Selected Traffic Incidents for the Month

	2015		2016		2015		2016		2015		2016	
DWI	6	8	Hit & Run	30	30	M/V Crash	92	72	Traffic Stop	266	491	

Selected Service Calls for the Month

	2015		2016		2015		2016		2015		2016	
Alarms	52	73	Assist Motorist	45	52	Check Well-Being	98	117	Foot Patrol	41	35	
Assist Other Agency	72	66	Bike Patrol	1	2	Special Events	19	19	Suspicious Activity	70	96	

Arrests Totals for the Month

	2015		2016		2015		2016		2015		2016	
M/V Citations	69	77	M/V Warnings	210	398	Adult Criminal	130	154	Juvenile Criminal	15	15	

Total Incidents Reported: **2015** **2016**
2,137 **2,475**


 Charles Hinnant - Chief of Police

CUMBERLAND POLICE DEPARTMENT

Warrant Fugitive Initiative

October 2016 totals for warrant initiative, broken down by agency:

CPD	1 arrest	3 warrants served
ACSO	2 arrests	2 warrants served
MSP	0 arrests	0 warrants served
FPD	0 arrests	0 warrants served
C3I	3 arrests	3 warrants served
C3IN	0 arrests	0 warrants served
OTHER	0 arrests	0 warrants served
TOTALS	6 arrests	8 warrants served

Of these, Detective David Broadwater arrested 6 people and served 8 warrants. He opened 9 “Fugitive” investigations for the month.

SIGNIFICANT CASES:

1.) On 10/25/2016 Detective Broadwater learned of a suspect who was wanted on three bench warrants for Failure to Appear (original charges - theft and disorderly conduct). Detective Broadwater responded to a residence he knew suspect stayed at and was able to take the suspect into custody without incident.

2.) On 10/31/2016 Detective Broadwater was contacted by members of the Maryland State Police Apprehension Unit with a request to locate and apprehend two suspects wanted for armed robbery in Carroll County. MSP Apprehension Unit members were tracking the suspects by one of their cell phones and thought they had a good location for the phone on Baker Street in Cumberland. Knowing that the cell phone location may not be exact, Detective Broadwater set up surveillance on the location. After maintaining surveillance for an extended period of time, Detective Broadwater observed the suspects exiting another residence several houses up from the suspected residence. He called for back-up, and with the assistance of the CPD patrol, was able to take the suspects into custody as they walked down the street.

CUMBERLAND POLICE DEPARTMENT

MONTHLY REPORT

OCTOBER 2016

SWORN PERSONNEL: 50 SWORN OFFICERS

Administration	6 officers
Squad 1A	9 officers
Squad 1B	9 officers
Squad 2A	9 officers
Squad 2B	9 officers
C3I/C3IN	5 officers
School Resource	2 officers
Academy	1 officer

CIVILIAN EMPLOYEES: 7 full time, 8 part time

CPD Office Associate	1 full time
CPD Records Clerk	1 full time
Safe Streets Coordinator	1 full time*
CPD Crime Analyst	1 full time*
CPD Drug Coordinator	1 full time*
CPD Maintenance	1 part time
C3I Office Associate	1 full time
C3IN Office Associate	1 part time**
C3I Office Associate	1 part time **
MPA Supervisor	1 part time
Parking Meter Supervisor	1 full time
Parking Enforcement	2 part time
MPA Garage Attendants	2 part time
Code Enforcement	2 part time

* = Grant funded

** = Shared costs with other agencies

LEAVE REPORT

VACATION TAKEN: 629 HOURS

COMP TIME USED: 182 HOURS

SICK TIME USED: 360 HOURS

YEAR TO DATE (beginning 7/1/16): 3807 HOURS

YEAR TO DATE (beginning 7/1/16): 942 HOURS

YEAR TO DATE (beginning 7/1/16): 743 HOURS

OVERTIME REPORT

OVERTIME WORKED: 645 HOURS

HOSPITAL SECURITY: 48 HOURS

COURT TIME WORKED: 60 HOURS

YEAR TO DATE (beginning 7/1/16): 1937 HOURS

YEAR TO DATE (beginning 7/1/16): 460 HOURS

YEAR TO DATE (beginning 7/1/16): 433 HOURS

TRAINING REPORT

49 OFFICERS TRAINED FOR 485 HOURS

YEAR TO DATE (beginning 7/1/15) 4892 HOURS

Item # 1

OCTOBER 2016

NOTES

Aggravated Assaults went from 1 in 2015 to 6 in 2016

10/1/16 Eastern Avenue - Occupants arrived home to burglar on property who was known to them. Suspect assaulted female, threatened to kill her and began to strangle her when others intervened. Case closed by arrest.

10/9/16 Massachussetts Ave – Domestic Assault where husband threatened to shoot and kill wife and had gun. Case closed by arrest.

10/8/16 Pennsylvania Avenue – Elder abuse case. Elderly female in Friends Aware home had an unexplained broken leg. Case under investigation.

10/25/16 Linden Street – Assault among occupants of a home which resulted in injuries including one person with a broken hand. Case closed by arrest X2. *(Accounts for 2 incidents)*

10/31/16 FCH – Assault investigation suspect threw hot grease on girlfriend and pointed gun at her threatening to kill her. Suspect fled prior to CPD arrival – warrant issued, arrest pending.

CPD ACTIVITY
OUTSIDE CPD JURISDICTION
OCTOBER 2016

On 10/31/16 CPD Units responded to I-68 in the area of Rocky Gap to assist with a serious vehicle crash. CPD Units assisted with patient care and managing the scene until county units arrived. The CPD Crash Investigator then assisted with crash reconstruction and investigation.

On 10/27/16 a CPD canine team responded to the Country Club Mall to assist Sheriff's Deputies with a drug scan.

On 10/22/16 the CERT conducted a tactical entry of a home in Westernport, MD, in search of armed robbery suspects.

On 10/13/16 a CPD canine team responded to McMullen Highway to assist Sheriff's Deputies with a disturbance. Upon arrival, the canine alerted to the presence of drugs in a vehicle associated with the disturbance. As a result, several items of drug paraphernalia were seized.



Regular Council Agenda
December 6, 2016

Description

Administrative Services monthly report for October, 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

November 10, 2016

Honorable Mayor and City Council
City Hall
Cumberland, Maryland 21502

Re: Administrative Services Monthly Report for October, 2016

Dear Mayor and City Council Members:

The following report is submitted by the Department of Administrative Services for the month of October, 2016.

Management Information Systems

Management Information Systems reports the following activities for the month of October, 2016:

Statistics

133 completed help desk requests
202 open help desk requests

Activities

Major department initiatives in the past month include:

- Continued working with public works on combined vehicle maintenance software solution
- Worked with Central Services to adjust new downtown WiFi network
- Continue VOIP replacement project
- Work with Tyler Technologies/New World Systems on ERP modules

Evaluate client-server antivirus solutions

Parks and Recreation

Parks and Recreation reports the following information for the month of October, 2016:

Halloween Events:

Constitution Park Halloween Party 100 Children + Adults
Sunday October 30, 2016 2-5 p.m. *The Annual Halloween Party at Constitution Park*, (City Parks & Recreation Halloween Party) the event featured a costume contest, games, crafts and refreshments and a Hayride. FSU students from Dr. Natalia Buta's Fall Recreation Programming class organized the Costume contest event. Approximately 100 costumed children ages 0 to 12 participated in the contest. Prizes were awarded by age group. Parks & Recreation Department staff and volunteers provided a "Haunted" Hayride for participants. The event was very successful this year, weather conditions **tem # 2**

the day of the event were sunny with warm temperatures followed by rain. The event provided an opportunity for the Parks & Recreation Department, and FSU students, to work together to provide this annual community event.

Downtown – Halloween Event – Saturday October 29, 2016

Located on the downtown mall P&R distributed candy and pencils, a craft station was also available with a Halloween bookmark craft. The event had various businesses and agencies set up for “Trick or Treating” with a magic show. 1000 + in attendance. We depleted all supplies.

Halloween Parade and Shoe Box Float contest – Sponsored by The Halloween Parade Committee, HRDC & Cumberland Parks & Recreation – The event is in its fourth year by Marsha Thomas and the Parade committee. School children from all local elementary schools were invited to construct a miniature Halloween theme parade float from an empty shoe box. The HRDC building was the collection and judging area. Winners were awarded a cash prize and road in the Halloween Parade in the Trolley Car.

Babysitters Training Class: 4 one hour session, each session covers an area of babysitting with a volunteer speaker on the subject. Total Attendance – 35
October classes included Department staff coordinating the introduction class. Sara Bernard and Lacie Ashby with the Maryland Cooperative Extension Office discussed the “business” of babysitting, nutritional snacks and preparing meal time while babysitting. Each participant received a goody bag compliments of the Sara & Lacie filled with resource materials for future babysitters. Gina Fairall from the Allegany County BOE, Family support network & Partners for success instructed a class on babysitting children with special needs. Newborns, babies and toddler’s information was discussed by Carol Brown and Debbie Miller.

Field Usage:

Baseball/ Softball League

Soccer/Football League play and practices for October:

The City of Cumberland provides fields for the following leagues:

- Girls Softball, Fall Instructional League
- JCP Soccer League
- Fort Hill Girls Soccer Teams
- Allegany Boys Soccer Teams
- Cardinals Pee Wee Football
- Warriors Youth Football
- Cumberland Raiders (2 games only)
- Adult Flag Football League

Note – October will conclude regular field usage for the fall season with the exception of only special event practices.

Pavilion Reservations and usage for the month of October - 3 reservations
Pavilion reservations closed for the season to resume in the spring.

Seasonal Employees – October concluded the staffing of seasonal employees of the park watchmen at Constitution Park. Mason Sports has additional weeks in November for playoff and all-star team practices. Restrooms will be open on a daily basis only until Winterization of these facilities begins in late November.

Annual Tree Light Ceremony – Planning meeting for the Annual Tree Lighting Ceremony was held October 28 & 31. The event is scheduled for Friday November 25, Item # 2

2016. – Cooperating organizations – City of Cumberland, DDC, Downtown Mall Manager and Mayor Grim

Continue to work on seasonal wrap up and reports.

Meetings attended:

Monthly Recreation Advisory Board Meeting
 Planning meeting for Downtown Halloween event
 Halloween Parade and events meeting
 Annual Tree Lighting planning meeting
 After School Holiday program meetings

Upcoming:

Co-ed Volleyball League begins
 Final Babysitters training classes
 Preparation and planning for the Holiday seasonal events
 Annual Tree Lighting Ceremony and arrival of Santa Downtown – Friday
 November 25, 2016 – 7:00 p.m.
 After School Christmas Party at Allegany County Museum December 12, 13, 14
 & 15
 New Year's Eve Fireworks
 Proposals for July 4, 2017 Fireworks

Community Development

The Community Development Department reports the following activities for the month of October, 2016:

CDBG Activity

Senior Community Development Specialist

- 2016 Annual Plan new Activities-8 exempt activities file completion, contract drafts, plan and execute the mandatory sub recipient meeting (process so awards can be spent)
- 2016 Audit- gathered documents and copies for audit review 3 years of CDBG material
- 2015 CAPER (Consolidated Annual Performance Evaluation Report) -several meetings with Jay and phone consultations, consults with CNHS executive director and HRDC executive director regarding program income, writing narrative responses within the IDIS system for the 1st time (completely different format), report generation and review for 2015 funds and activities spanning back to 2007, remind 2015 and older sub recipients to invoice asap for funds spent, review submittals for 1st quarter 2016-17 quarterly reports, remind stragglers to submit reports, consulted HUD on several occasions
- Amendment to the 2015-2019 Annual plan was approved by HUD
- IDIS financial objectives complete; cancel PI receipt for CNHS returned funds since we do not have them back from HUD yet, canceled erroneous PI draw under weatherization (process handled incorrectly)

- IDIS-September 2016 Draw corrected and completed Nov 3
- Successful completion of the 2015 Financial Summary Form section of the 2015 CAPER (HUD conference call, finance consults, creation of additional spreadsheets and data collection)
- Planned and executed the 2016 Fair Housing / Human Relations Commission Retreat (strategic planning for 2016-17 year)
- NM/PIP bi-weekly progress meetings

Community Services Activity

- Performed monthly update to the City webpage re: CD, Permits and Housing Code/Rentals.
- Handled/directed public calls and front counter including permits, complaints, rental licenses, Parks and Rec, and other various issues.
- Assist CD staff additional Google Drive usage for uploading files, photos, etc.
- Attended one CD Coordination meetings with CD staff and taught how to upload documents/photos to our shared Google Drive files.
- Maryland Mountain Trails meeting held on October 17 in Cumberland.
- Neighborhood Advisory Commission:
 - Prepared last month's minutes, agenda and handouts for October meeting.
 - Attended October 31 meeting
 - Performed monthly updates to the Neighborhood Advisory Commission web and Facebook pages.
 - Attended SCBCA October meeting - 45 attended. Prepared minutes and agenda.
 - Perform monthly updates to the National Night Out – Cumberland Facebook page.

Code Enforcement

<u>Nuisance & Junk Vehicle Complaints</u>	<u>Property Maintenance Complaints</u>	<u>Building Code Complaints</u>
Received: 00	Received: 00	Received: 0
Corrected: 00	Corrected: 00	Corrected: 0

<u>Housing Code Complaints</u>	<u>Zoning Complaints</u>
Received: 00	Received: 00
Corrected: 00	Corrected: 00

Permits, Applications, and Licenses

<u>Building Permits</u>	<u>Residential Rental License</u>	<u>Plan Reviews</u>	
Received: 8	Received: 56	Received: 1	Item # 2
Issued: 06	Issued: 56	Issued: 0	

Occupancy Permit

Received: 08

Issued: 02

Housing Inspections

Conducted: 43

Passed: 41

Revenue

Building Permits:	\$ 4,794.00
Miscellaneous Permits:	131.00
Occupancy Permits:	225.00
Utility Permits:	0.00
Reviews, Amendments, and Appeals:	0.00
Rental Licenses:	2,800.00
Paid Inspections:	75.00
Municipal Infractions:	<u>0.00</u>
TOTAL	\$8,025.00
 Demolition Permit (Bonds)	 0.00

Code Enforcement Activity

- 1 Abatement process started
- 16 Door Hangers Delivered
 - 11 Nuisances
 - 5 Property Maintenance
- 4 Newly Opened Cases
 - 1 Nuisance
 - 3 Property Maintenance
- 4 Initial Letter Sent Certified Mail
- 0 Action Plans Received to Resolve Property Maintenance Issues
- 0 Citations Issued
 - 0 Nuisance
 - 0 Property Maintenance
- 0 Cases Adjudicated to District Court
 - 0 Nuisance
 - 0 Property Maintenance

- 4 Cases Heard in District Court
 - 1 Nuisance
 - 3 Property Maintenance
- 1 Community Development Coordination meeting was conducted
 - Worked on google drive process for housing code and complaint processing
- 1 Code Enforcement meeting was conducted
 - Continued concentrating on problem properties,
 - Looking into ways to improve efficiency
 - Discussed “winter month” planning
- 2 Demolitions
 - 500 Kingsley Place
 - 453-455 Central Ave.

Historic Planning/Preservation

The Cumberland Historic Preservation Commission met on Wednesday, October 12, 2016 at 4pm in the City Hall Council Chambers. Three Certificates of Appropriateness were reviewed:

- A. 198 North Centre Street – Kebbie’s Diaper Bag – Ferne Benson
- B. 22 Queen City Drive – Domino’s Pizza – Michelle Anderson (AA Signs)
- C. 201 South Mechanic Street – Atlantic Broadband – Chuck English

The Historic Planner/Preservation Coordinator participated in the Maryland Heritage Areas Authority webinar for recipients of grant funding on October 12th. The overall process is unchanged from recent years.

On October 20th, Community Development staff attended the Allegany County Commissioners public meeting to discuss the City of Cumberland’s application for funding through the Community Enhancement program. The Commissioners approved an award of \$50,000 to the City of Cumberland for the acquisition and demolition of 301-309 Arch Street. The request was fully funded.

On October 28th, nine applications were received for the new Leasehold Improvement Program. Funded by the Maryland Community Legacy program, the program is designed to assist new lessees of commercial space or existing lessees within Cumberland’s zoned Central Business District who plan to increase their amount of leased space. Funds will be awarded through a competitive process. The maximum grant funding for any one property is \$20,000. The applications are currently under review and a recommendation to the Mayor and City Council is expected in December.

The Historic Planner/Preservation Coordinator and CEDC staff met with the owners of 66 Pershing Street and 108 Harrison Street to discuss the next steps in the process for the Upper Story Redevelopment program.

Routine grant administration reports were submitted to the Maryland Historical Trust, and Department of Housing and Community Development.

Comptroller's Office

The Comptroller's office reports the following information for the month of October, 2016:

Cash Flow:

Attached for your review is a Cash Flow Summary for the month of October 2016.

On October 1, 2016 the City had a cash balance of \$8,099,236. Receipts exceeded disbursements by \$155,627 in October leaving the City with a cash balance of \$8,254,863 at October 31, 2016.

As of October 31, 2016, the significant balances were:

Taxes receivable (General Fund)				\$ 4,735,524
	Sept Balance	New Billing	Collections	Oct Balance
FY 2017	\$ 3,126,966	\$ 744,793	\$ 552,693	\$ 3,319,066
FY 2016	667,499		44,430	623,069
FY 2015	359,598		14,934	344,664
FY 2014	40,753		1,868	38,885
FY 2013	34,112		1,836	32,276
FY 2012	35,409		1,938	33,471
FY 2011	51,509		1,870	49,639
Prior FY's	294,454		-	294,454
	\$ 4,610,300	\$ 744,793	\$ 619,569	\$ 4,735,524

The current year tax receivable balance is comprised of the following:

Real property (non-owner occupied)		\$ 904,921
Non-Corp Personal Property		16,807
Corporate Personal Property		1,052,998
Real Property (semiannual payments)		1,344,340
Real Property (Half Year)		-
		\$ 3,319,066

Payroll expenses for the upcoming month are an estimated \$1,100,000.

The City cash position continues to be strong as illustrated in the cash and investments table following table. Restricted cash and investments are comprised primarily of invested bond proceeds restricted to associated capital projects and expenditures.

Cash and Investment Summary
October 2016

	Cash	Investments
Beginning Balance	\$ 8,099,236	\$ 7,819,072
Add:		
Cash Receipts	3,056,286	-
Investment Transfer	-	-
Less:		
Disbursements	2,900,659	-
Investment Transfer	-	-
Ending Balance	\$ 8,254,863	\$ 7,819,072
Restricted	\$ 574,296	\$ 1,935,098

Capital Projects and Associated Debt

The table below illustrates cash restrictions and balances of invested and available bond proceeds associated with capital projects.

Restricted Cash

	10/1/2016	Increase	Utilization	10/31/2016
Police Seizures	\$ 290,516	\$ -	\$ 4,960	\$ 285,556
Bowers Trust	91,395	-	-	91,395
Restricted Lenders	106,341	-	-	106,341
GOB 2008	78,363	-	-	78,363
Other	12,641	-	-	12,641
	\$ 579,256	\$ -	\$ 4,960	\$ 574,296

Restricted Investments

	10/1/2016	Increase	Utilization	10/31/2016
DDC	\$ 6,603	\$ 2	\$ -	\$ 6,605
GOB 2008	31,990	52	-	32,042
GOB 2013	1,499,595	-	-	1,499,595
BAN 2016	396,640	216	-	396,856
	\$ 1,934,828	\$ 270	\$ -	\$ 1,935,098

Available Bond Proceeds

	10/1/2016	Increase	Utilization	10/31/2016
CDA 2014	\$ 1,862,809	\$ -	\$ -	\$ 1,862,809
CDA 2015	2,574,039	-	-	2,574,039
	\$ 4,436,847	\$ -	\$ -	\$ 4,436,847

The GOB 2008 restricted cash is restricted for street improvement capital projects. The balance of restricted cash accounts are to be utilized for a variety of purposes.

The DDC restricted investment was funded through donations and is restricted for the purpose of maintenance of the Wes Han Fountain in the Downtown Mall.

The GOB 2008 bond proceed investments are earmarked for street repair projects. The \$32,000 balance will be utilized by the end of the 2016 paving season.

The GOB 2013 bond proceed investments were originally intended for the demolition of Memorial Hospital, with any remaining proceeds earmarked for street repairs. There is a balance of \$1.5 million which will be utilized for street repairs.

The Bond Anticipation Note (BAN 2016) for the Maryland Avenue Redevelopment Project was issued in June 2016. The balance of the bond proceeds is \$397,000.

CDA 2014 and 2015 bond proceeds are intended for a variety of General Fund (\$2.55 million), Water Fund (\$531,000) and Sewer Fund (\$1.35 million) projects and are available to be drawn as required. There were no draws from these bond proceeds in October.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'J. Rhodes', with a long horizontal flourish extending to the right.

Jeff Rhodes
City Administrator



Regular Council Agenda
December 6, 2016

Description

Utilities Division and Central Services monthly report for October, 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

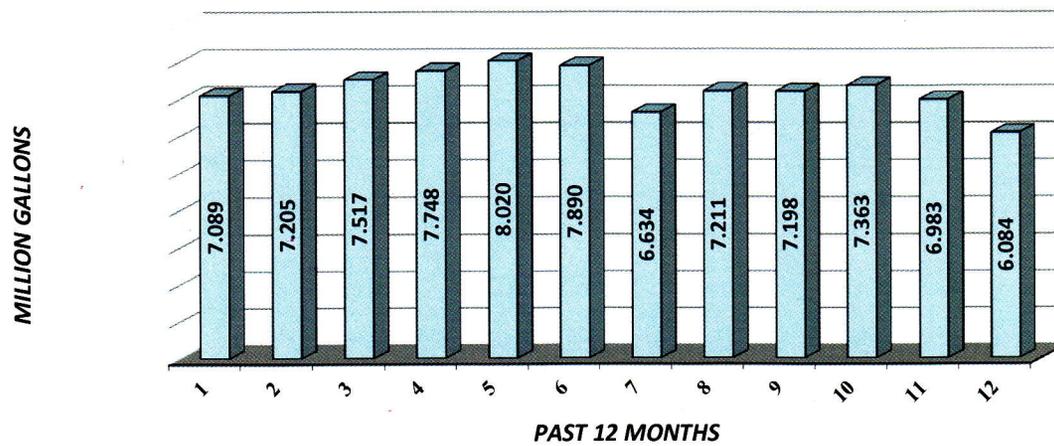
CITY OF CUMBERLAND
UTILITY DIVISION AND
CENTRAL SERVICES
MONTHLY REPORTS
October 2016

CITY OF CUMBERLAND'S WATER TREATMENT PLANT

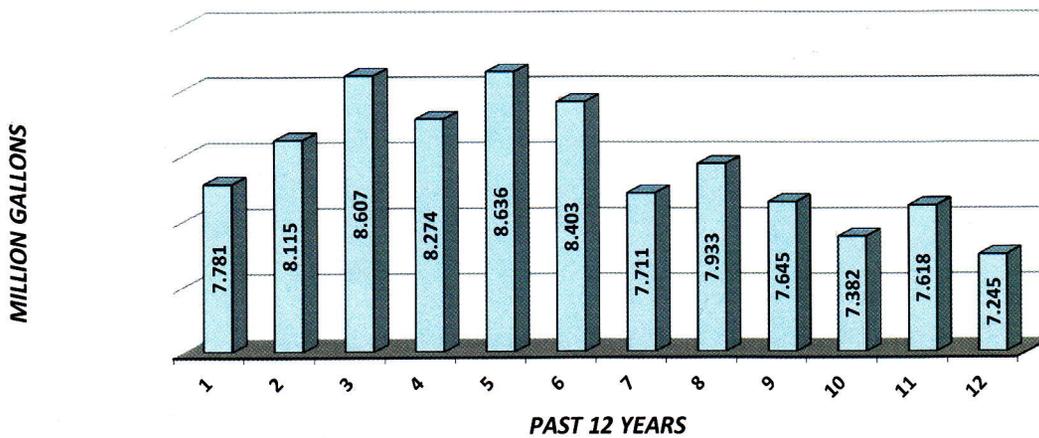
MONTHLY UTILITY REPORT

OCTOBER 2016

AVERAGE DAILY PRODUCTION



AVERAGE DAILY PRODUCTION



BRIEF LISTING of EVENTS

- > 100% COMPLIANCE WITH ALL FEDERAL & STATE DRINKING WATER REGULATIONS
- > OVER 100 PREVENTATIVE MAINTENANCE TASKS COMPLETED/1,300 WATER ANALYSIS PERFORMED/LAKES AT 95% CAPACITY
- > TREATMENT PLANT, PUMPING STATIONS, TANKS AND RESERVOIRS OPERATED/MAINTAINED CONTINUOUSLY 365/24/7
- > NEW SODIUM HYPOCHLORITE FEED SYSTEM IS NOT OPERATIONAL DUE TO ENGINEERING PROBLEMS WITH SYSTEM.
- > ANNUAL DAM INSPECTION PERFORMED AND WINTER BUOYS INSTALLED ON BOTH LAKE KOON & GORDON
- > COMPLETED LEAD & COPPER SAMPLING PROGRAM FOR PA CUSTOMERS AS PER EPA & PA DEP MANDATES
- > MARYLAND DEPARTMENT OF ENVIRONMENT INCREASED MIN. CHLORINE RESIDUAL REQUIREMENT IN DISTRIBUTION SYSTEM

Sewer & Flood Monthly Report - October 2016

Sewer

3,580	Ft. Sewer Mains flushed
2	Service Line Repaired: 601 Patterson Ave, 524 Patterson Ave.
3	Sewer Mains repaired (Helen St at Davision St., 512 Patterson Ave., 524 Patterson Ave.)
11	Catch basins cleaned
2	Catch basins repaired (Eichner Ave., and Frederick St.)
1	Cleanout installed
150	Ft of Sewer Mains televised
189	Ft of Sewer Lines televised
4	Overflows checked

Assisted Water Department at five (5) work sites hydro excavating

Flood

Test run station pumps
Checked CSO Stations
Cleaned screens at CSO sites
Mowed thirty (30) acres
Sprayed vines on flood wall (N. Mechanic St.)
Put Station #39+45L (Napa) back into service. Took Station #40+02L out for repairs (Viaduct)

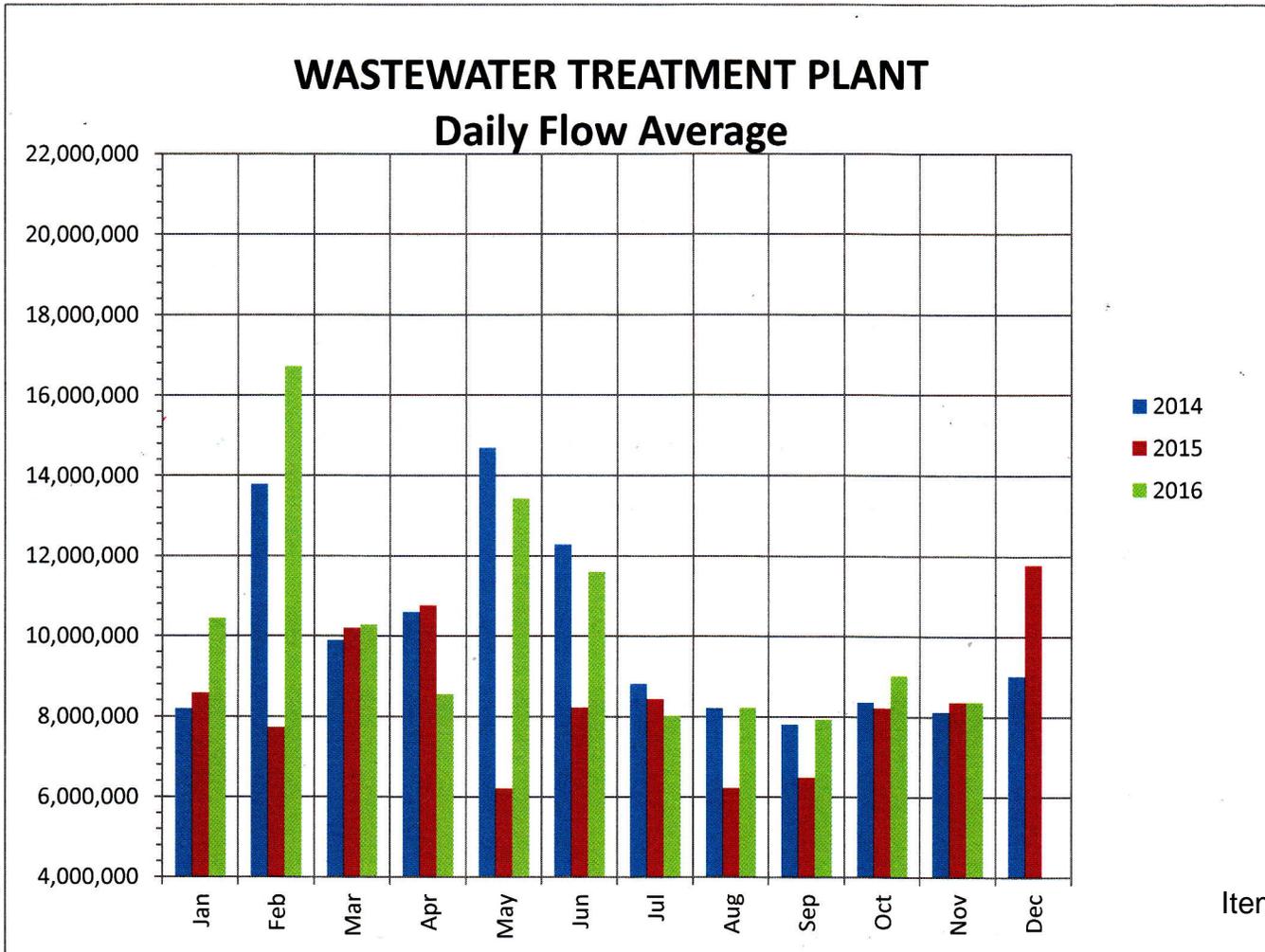
Wastewater Treatment Plant-Oct 2016

OPERATIONS:

Treated 279,668,000 gallons @ an average of 9.022 million gallons per day.
 Removed 254,450 pounds of suspended solids; 199,059 pounds of BOD
 39,807 pounds of total nitrogen; and 6,394 pounds of total phosphorous.
 Processed 645,138 gallons of sludge producing 67.74 Dry Tons of Class A bio solids.
 All Federal and State reporting requirements were in compliance.
 Monthly Flow Comparison Chart is attached.

Maintenance:

Completed 57 work orders
 Calibrated all meters at Combined Sewer Overflow sites
 Repaired CSO flow meter at Evitts Creek
 Cleaned ENR Mudwell
 Installed high pressure drip pot on gas mixing compressor line
 Replace seal on Waste Activated Sludge 1A motor
 Calibrated methane gas detector alarms
 Replaced 4" valve on flushing line
 Upgraded the Alage Brush Cleaning System on Final Clarifiers #1,2 and 3
 Calibrated SO2 and CL2 sensors





Regular Council Agenda
December 6, 2016

Description

Approval of the Closed Session Minutes of October 18, 2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

Mayor and City Council of Cumberland

Closed Session Minutes

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

Second Floor Conference Room

Tuesday, October 18, 2016

5:15 p.m.

PRESENT: Brian K. Grim, President; Council Members Nicole Alt-Myers, Seth Bernard, David Caporale, and Richard J. "Rock" Cioni

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

MOTION: Motion to enter into closed session to discuss personnel issues pursuant to the provisions of the Annotated Code of Maryland, State Government Article, Section 10-508 (a) (1) was made by Councilman Bernard, seconded by Councilman Caporale, and was passed on a vote of 5-0.

AUTHORITY TO CLOSE SESSION:

Annotated Code of Maryland, State Government

- Section 10-508 (a) (1): to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals;

TOPICS: Personnel issues

Minutes approved on: _____

Brian K. Grim, Mayor: _____

ATTEST: Marjorie A. Woodring, City Clerk _____



Regular Council Agenda
December 6, 2016

Description

Ordinance (*2nd and 3rd readings*) - amending Section 6.08(5) of the Cumberland Zoning Ordinance to reduce the lighting standards restrictions applicable to residential uses prohibited in the City's Business and Industrial Zones

Approval, Acceptance / Recommendation

1st reading of this Ordinance was approved on October 18, 2016.

A Public Hearing was held on November 15, 2016.

If passed upon its third reading, the Ordinance will take effect on December 16, 2016.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, ENTITLED "AN ORDINANCE TO AMEND SECTION 6.08(5) OF THE CITY OF CUMBERLAND ZONING ORDINANCE FOR THE PURPOSE OF REDUCING THE LIGHTING STANDARDS RESTRICTIONS APPLICABLE TO RESIDENTIAL USES PROHIBITED IN THE CITY'S PRINCIPALLY COMMERCIAL (BUSINESS) AND INDUSTRIAL ZONES."

WHEREAS, Title 4, Subtitle 2 of the Land Use Article of the Annotated Code of Maryland grants the Mayor and City Council the power to enact a zoning ordinance, to amend it from time to time, and to provide for its administration and enforcement.

WHEREAS, the Mayor and City Council deem it necessary to amend the City of Cumberland Zoning Ordinance from time to time for the purpose of promoting the health, safety, morals, and/or general welfare of the City.

WHEREAS, in reviewing the standards which restrict the glare exterior lighting casts upon streets and adjacent properties (as stated in Section 6.08 (5) of the Zoning Ordinance), City staff determined that the same restrictions applicable to residential properties which are permitted as a matter of right in certain zones apply to nonconforming residential properties in the zones intended to consist principally of commercial (business) and industrial uses, i.e., the Local Business (B-L), Highway Business (B-H), Central Business District (B-CBD), and Industrial-General (I-G) Zoning Districts.

WHEREAS, applying this standard uniformly may have the unintended consequence of making it difficult and/or expensive for new businesses trying to locate in such commercial and industrial zones if pre-existing but otherwise nonconforming residences (regardless of whether they are inhabited) are located nearby.

WHEREAS, the primary objective of the primarily commercial and industrial zoning districts is to promote and incentivize commercial and industrial development, thereby expanding the City's tax base and increasing opportunities for employment.

WHEREAS, staff has proposed changing the lighting standard for residential uses which are prohibited or conditionally-allowed (by the Board of Zoning Appeals) in the aforesaid primarily commercial and industrial zones from the standard that

applies to residential uses permitted as a matter of right in all zones (0.4 foot-candles (meter reading) as measured no more than three feet inside the lot line) to the standard applicable to commercial lighting intensity impacts on adjoining streets (one foot-candle (meter reading) as measured from the centerline of the street).

WHEREAS, staff intends for the more restrictive lighting standard to remain in effect for any and all residential uses in the other zoning districts.

WHEREAS, the City of Cumberland Municipal Planning and Zoning Commission held a public hearing on the subject matter of this ordinance on the 12th day of September, 2016, and determined that it should recommend that the Mayor and City Council pass an ordinance adopting the amendments to the City of Cumberland Zoning Ordinance which were proposed by staff.

WHEREAS, notice of the time and place of the City of Cumberland Municipal Planning and Zoning Commission public hearing was published in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on August 29, 2016 and September 5, 2016), the first such notice having been published at least 14 days prior to the hearing, as required by Section 15.04.02 of the Zoning Ordinance.

WHEREAS, the Mayor and City Council held a public hearing regarding the subject matter of this Ordinance on _____, 2016, having published notice of the time and place of the hearing together with a summary this Ordinance in the Cumberland Times-News, a newspaper of general circulation in the City of Cumberland, once each week for two successive weeks (on _____, 2016 and _____, 2016), the first such notice having been published at least 14 days prior to the hearing, as required by Section 4-203(b) of the Land Use Article of the Annotated Code of Maryland.

WHEREAS, consistent with the recommendation of the Municipal Planning and Zoning Commission, the Mayor and City Council have determined that they should approve the proposed amendments to the Zoning Ordinance.

NOW, THEREFORE:

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Section 6.08(5) of the City of Cumberland

Zoning Ordinance, as enacted by Ordinance No. 3648, passed on August 4, 2009, is hereby amended as follows¹:

6.08 GENERAL PERFORMANCE STANDARDS AND ENVIRONMENTAL PRESERVATION

- (5) Lighting: Exterior lighting shall not adversely affect adjacent properties, as determined by the following:
- (a) Exposed sources of lights, including bare bulbs and tubes and immediately adjacent reflecting surfaces, shall be shielded so as not to create a nuisance across lot lines.
- (b) Any light or combination of lights that casts light on a public street **OR A RESIDENTIAL PROPERTY LOCATED WITHIN ANY BUSINESS OR INDUSTRIAL ZONING DISTRICT (B-L, B-H, B-CBD, B-C, OR I-G) WHERE THAT SPECIFIC RESIDENTIAL USE IS PROHIBITED** shall not exceed one foot-candle (meter reading) as measured from the centerline of such street. Any light or combination of lights that cast light on **ANY OTHER**—a lot zoned or used for residential purposes **(EXCLUDING THOSE SPECIFIED ABOVE)** shall not exceed 0.4 foot-candles (meter reading) as measured no more than three feet inside the lot line.

SECTION 2: AND BE IT FURTHER ORDAINED, that this Ordinance shall take effect ten (10) days from the date of its passage.

Passed this _____ day of _____, 2016.

Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

¹ Stricken out text denotes language stricken from the Zoning Ordinance. Bold print text denotes language added to the Zoning Ordinance. All changes are highlighted.

CITY OF CUMBERLAND MARYLAND

ENGINEERING DEPARTMENT

TO: Jeff Rhodes, City Administrator

FROM: David Umling, City Planner

DATE: September 13, 2016

RE: ZTA 16-01 - Lighting Standards

Please find attached a report approved by the Planning Commission (by a 3-0 vote) at its September 12, 2016 regular meeting recommending approval by the Mayor and Council of a Zoning Text Amendment (ZTA 16-01). This text amendment was prepared by staff as a measure to reduce the required lighting glare standard for residential uses prohibited in the city's commercial zones from 0.4 foot-candles to 1.0 foot-candles. This change is desired to relieve permitted commercial uses from an excessive lighting glare requirement on uses that are otherwise prohibited in those zones.

Under the Land Use Article of the Annotated Code of Maryland, this report must be presented to the Mayor and City Council at a regular meeting and a date scheduled for a final public hearing by the Mayor and City Council before the ordinance may be adopted. Therefore, we would like to request a public hearing date at which time I can explain the proposed amendment and answer any questions the Mayor and Council members may have. Once the hearing has been scheduled, I will prepare the required public notice and submit it to Margie Woodring for publication in the Cumberland Times as prescribed by Maryland Law. Please feel free to submit the draft ordinance language to our City Solicitor for his use in preparing the final Ordinance.

If you have any additional questions, please let me know. I will transmit a copy of this memo to Margie Woodring by e-mail, along with an editable computer file copy of the proposed ordinance. Thank you for your assistance.

Attachment

cc: Margie Woodring (via e-mail)

MAYOR
BRIAN K. GRIM

COUNCIL
NICOLE ALT-MYERS
SETH D. BERNARD
DAVID J. CAPORALE
DAVID F. KAUFFMAN

CITY ADMINISTRATOR
JEFFREY D. RHODES

CITY ENGINEER
JOHN J. DIFONZO P.E.



MEMBER MARYLAND
MUNICIPAL LEAGUE (MML)

57 N. LIBERTY STREET, CUMBERLAND, MD 21502 www.cumberlandmd.gov Item # 5
MAIN 301-759-6600 • FAX 301-759-6608 • TDD 800-735-2258

CUMBERLAND PLANNING COMMISSION STAFF REPORT

ZTA 16-01 – Lighting Standards

June 27, 2016

Revised – July 12, 2016

Overview:

When reviewing more closely the city's standards and requirements to restrict commercial light pollution and glare on residential properties (as stated in Section 6.08 (5) of the Zoning Ordinance), we determined that the requirements impose the same restrictions to limit glare on nonconforming residential properties in commercial zones as they do for permitted residential properties in adjoining residential zones. This may have the unintended impact of making it difficult or expensive for new businesses trying to locate in our Highway Commercial zone (where they are the primary permitted use for that zone) and other commercial zones if a pre-existing, but otherwise nonconforming residence is located there—whether it is inhabited or not.

Since the primary objective of our Commercial zones is to promote and incentivize commercial development to expand the city's tax base, the City Administrator has requested a minor amendment to Section 6.08 (5) that would change the light standard for prohibited or conditionally-allowed residential uses in our primary commercial and industrial zones to be the same as for commercial lighting intensity impacts on adjoining streets, rather than the same standard that would apply to residential uses permitted by right in all zones. This new proposed standard would *only* apply to residential uses prohibited or conditionally-allowed (by the Zoning Board of Appeals) in commercial and industrial zones. The more restrictive lighting standard would remain in effect for any and all residential uses *permitted by right* in commercial and industrial zones and *any* residential property in all residential zones.

Procedural Status:

The City Planner was asked on May 6, 2016 to research and prepare a draft Zoning Text Amendment based on a requested assessment from the City Administrator. The draft was provided to the City Administrator on June 8, 2016 for review and comment. The City Planner and City Administrator met on June 24, 2016 to discuss and finalize the wording of the amendment. A final working draft was prepared and filed as a Zoning Text Amendment application (ZTA 16-01) on June 27, 2016. The draft ZTA was scheduled for review by the Planning Commission at its July 11, 2016 regular meeting. At that meeting, the Planning Commission requested clarification that residential uses approved by the Board of Zoning Appeals as "conditional uses" within residential and commercial zones would *not* be subjected to the same 1.0 foot-candle lighting standard as prohibited residential uses in those zones. Staff revised the proposed text amendment language on July 12, 2016 to clarify that change.

Staff Recommendation:

Staff has determined and recommends that, based on the research conducted, that the proposed Zoning Text Amendment is appropriate to address unintended lighting restriction impacts that could be imposed on businesses locating in our commercial and industrial zones without resulting in excessive glare to permitted residential properties that may exist within those zones or on residential properties generally.

Planning Commission Action:

- Recommend adoption of ZTA 16-01 to the Mayor and City Council as presented in the revised June 27, 2016 staff report with no additional changes.
- Recommend adoption of ZTA 16-01 to the Mayor and City Council as presented in the revised June 27, 2016 staff report with the following changes:

- Recommend denial of ZTA 16-01 to the Mayor and City Council.

Motion by: Vic Rezendes

Seconded by: Aaron Henderson

Vote:

In favor of motion: 3 Opposed: 0 Abstained: 1

Number of voting members present: 4

Signed:

Bernard E. Wilk

Chair, Cumberland Planning Commission

Date: 9/12/1 2016

[Signature]
Secretary, Cumberland Planning Commission

Date: 9/12-2016

ATTACHMENT 1

ZTA 16-01 – Lighting Standards

ZTA 16-01 – LIGHTING STANDARDS

Proposed Zoning Text Amendment June 24, 2016 – Revised July 12, 2016

NOTE: (New language to be added is depicted in **BOLD-FACED CAPITAL LETTERS** and language to be deleted is depicted in ~~strikethrough~~ font)

AMEND ONLY THE FOLLOWING SPECIFIC SUBPARAGRAPH IN SECTION 6.08 – GENERAL PERFORMANCE STANDARDS AND ENVIRONMENTAL PRESERVATION AS FOLLOWS:

6.08 GENERAL PERFORMANCE STANDARDS AND ENVIRONMENTAL PRESERVATION

- (5) Lighting: Exterior lighting shall not adversely affect adjacent properties, as determined by the following:
- (a) Exposed sources of lights, including bare bulbs and tubes and immediately adjacent reflecting surfaces, shall be shielded so as not to create a nuisance across lot lines.
 - (b) Any light or combination of lights that casts light on a public street **OR A RESIDENTIAL PROPERTY LOCATED WITHIN ANY BUSINESS OR INDUSTRIAL ZONING DISTRICT (B-L, B-H, B-CBD, B-C, OR I-G) WHERE THAT SPECIFIC RESIDENTIAL USE IS PROHIBITED** shall not exceed one foot-candle (meter reading) as measured from the centerline of such street. Any light or combination of lights that cast light on **ANY OTHER**-a lot zoned or used for residential purposes (**EXCLUDING THOSE SPECIFIED ABOVE**) shall not exceed 0.4 foot-candles (meter reading) as measured no more than three feet inside the lot line.



Regular Council Agenda
December 6, 2016

Description

Resolution authorizing certain qualifying businesses located in the city limits to receive Gateway Enterprise Zone Tax Credits for the 2016-2017 tax year

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

City of Cumberland

- Maryland -

RESOLUTION

No. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL AUTHORIZING CERTAIN BUSINESSES LOCATED WITHIN THE GATEWAY ENTERPRISE ZONE TO RECEIVE TAX CREDITS FOR THE TAX YEAR 2017-2018, IN ACCORDANCE WITH THE LOCAL STANDARDS ESTABLISHED FOR THE ZONE.

WHEREAS, the Secretary of the Maryland Department of Commerce, previously known as the Maryland Department of Business and Economic Development, has heretofore designated a certain area located in the City of Cumberland and Allegany County, Maryland, as the "Gateway Enterprise Zone;" and

WHEREAS, any business entity meeting the requirements and conditions of Article 81, Section 12G-11 of the *Annotated Code of Maryland*, may benefit from certain tax credits; and

WHEREAS, the Enterprise Zone Advisory Committee met on November 15, 2016, and has determined that certain business entities located within the Gateway Enterprise Zone are qualified to receive such tax credits; and

WHEREAS, the Mayor and City Council of Cumberland, Maryland, is to certify that the said business entities located in the city limits are in compliance with the local standards established for designation in the Gateway Enterprise Zone as a pre-condition to the granting of such tax credits.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of Cumberland, Maryland, as follows:

SECTION I

That the business entities set forth in Exhibit I, attached hereto and incorporated herein, be and are hereby certified as being in compliance with the local standards established for the Gateway Enterprise Zone.

SECTION II

That the Mayor and City Council of Cumberland, Maryland, does hereby certify that the property situated within the boundaries of the Gateway Enterprise Zone owned or leased by the companies set forth in Exhibit II, attached hereto and incorporated herein, is property qualified to receive the real property tax credit established by Article 81, Section 12G-11 of the *Annotated Code of Maryland* for the taxable year 2017-2018.

BE IT FURTHER RESOLVED by the Mayor and City Council of Cumberland, Maryland, that this Resolution shall become effective on the date of its adoption.

Given under our Hands and Seals this 6th day of December, 2016, with the Corporate Seal of the City of Cumberland hereto attached, duly attested by the City Clerk.

Attest:

Mayor and City Council
Of Cumberland

Marjorie A. Woodring
City Clerk

Brian K. Grim

EXHIBIT I
(Eligible for State Income Tax Credits 2017-2018)

123 S. Liberty Street, LLC / District Court Building
Black Sapphire C Cumberland 2014, Inc.
Carefirst Blue Cross Blue Shield
CBIZ Insurance Services, Inc.
CFBC Properties, LLC
Countryhouse Residence
Cresap Automotive Machine
Somerset Steel Erection Co., Inc.
PharmaCare Institutional Services
Rageway / R.H. Lapp and Sons, Inc.

EXHIBIT II
(Eligible for Local Property Tax Credits 2017-2018)

123 S. Liberty Street, LLC
(District Court Building)
123 S. Liberty Street
Cumberland, MD 21502

Black Sapphire C Cumberland 2014, Inc.
21 Wineow Street
Cumberland, MD 21502

Carefirst Blue Cross Blue Shield
10 Commerce Drive
P.O. Box 1725
Cumberland, MD 21502

CBIZ Insurance Services, Inc.
42 Baltimore Street
Cumberland, MD 21502

CFBC Properties, LLC
(Blue Cross / Blue Shield)
10 Commerce Drive
Cumberland, MD 21502

Countryhouse Residence
14 Cumberland Street
Cumberland, MD 21502

Cresap Automotive Machine
631 North Mechanic Street
Cumberland, MD 21502

Somerset Steel Erection Co., Inc.
115 Elizabeth Street
Cumberland, MD 21502

PharmaCare Institutional Services
3 Commerce Drive
Cumberland, MD 21502

Rageway / R.H. Lapp and Sons, Inc.
880 Kelly Road
Cumberland, MD 21502



Regular Council Agenda
December 6, 2016

Description

Order authorizing the acceptance of a deed for 114-116 Winton Place from the Allegany County Habitat for Humanity, Inc. and authorizing the Mayor and City Administrator to sign documentation to effect the transfer

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the Mayor be and is hereby authorized to accept the donation of a Deed to transfer property known as 114-116 Winton Place (Tax Account No. 06-015794) from the Allegany County Habitat for Humanity, Inc.; and

BE IT FURTHER ORDERED, that the Mayor and City Administrator be and are hereby authorized to execute all documentation necessary to effect the transfer.

Mayor Brian K. Grim

Tax Account No: 06-015794

THIS DEED, made this 9th day of November, 2016, by and between **Allegany County Habitat for Humanity, Inc.**, a not for profit corporation of the State of Maryland, (herein as "Grantor"), and the **Mayor and City Council of Cumberland**, a municipal corporation, (herein referred to as "Grantee").

WITNESSETH:

That for adequate consideration, the receipt and sufficiency is hereby mutually acknowledged, the Grantor does grant and convey to the Grantee the following described property:

All that lot or parcel of ground situated on the westerly side of Plum Alley, distant North 11 degrees 30 minutes East 145.7 feet from a stone marked 41 standing at the intersection of the northerly side of Paca Street with the Westerly side of Plum Alley; and running thence through the center of the alley between houses Nos. 5 and 7 Plum Alley, North 78 degrees 10 minutes West 101 feet to the westerly line of said whole Lot No. 41, then with part of said westerly line and also with part of the westerly line of said Lot No. 7, North 11 degrees 30 minutes East 33.2 feet to the center of the alley way, extended, between the houses Nos. 1 and 3 Plum Alley; thence with said center line, South 78 degrees 10 minutes East 101 feet to the westerly side of Plum Alley, then with said side of said alley, South 11 degrees 30 minutes West 33.2 feet to the place of beginning.

AND being the same property which was conveyed unto the Grantor by deed from Philip Walter Smith recorded among the Land Records of Allegany County, Maryland in Deed Book 2145, page 2910.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above-granted property unto the said corporate Grantee, and the successors and assigns of the Grantee, forever in fee simple. The Grantor covenants that it will execute further assurances of the land as may be requisite.

WITNESS the hand and seal of the Grantor hereto the day and year above written.

WITNESS:

Allegany County Habitat for Humanity, Inc.

Ruth Rogers

Secretary

Terri Ann Lowery

(SEAL)

**By: Terri Ann Lowery
Its President and Authorized Officer
Grantor**

**STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:**

I HEREBY CERTIFY, that on this 9th day of November, 2016, before me, the Subscriber, a Notary Public of the State and County aforesaid, personally appeared **Terri Ann Lowery**, known to me, or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she, as President and Authorized Officer of **Allegany County Habitat for Humanity, Inc.**, and on its behalf, executed the foregoing document as the corporate act and deed, and further made oath under the penalties of perjury that the total consideration paid for the property therein contained was **\$0.00**.

WITNESS, my Hand and Notarial Seal the day and year above written.

SUZANNE I. HARTMAN

Notary Public, State of Maryland

My Commission Expires August 20, 2019

My Commission Expires: _____

Suzanne I. Hartman
Notary Public

I HEREBY CERTIFY that I am an attorney admitted to the practice of law before the Court of Appeals of Maryland, and that this document was prepared by me or under my supervision.

William J. Trozzo

William J. Trozzo, Esq.

AFFIDAVIT ON NON-APPLICABILITY OF MD. ANN. CODE,
TAX-GENERAL, SECTION 10-912

I, Terri Ann Lowery, President of the Grantor corporation, certify under the penalties of perjury and upon personal knowledge, that the deed or other instrument presented for recordation with this Affidavit is not subject to Md. Ann. Code, Tax-General, Section 10-912 because:

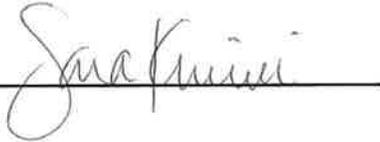
I/We are resident(s) of the State of Maryland.

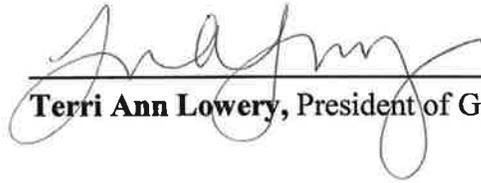
Transferor is a resident entity under Tax-General, Section 10-912(A)(4). I am an agent of the Transferor, and I have authority to sign this document.

The property is my principal residence as defined in IRC Section 121.

DATED this November 9th, 2016

WITNESS:



 (SEAL)
Terri Ann Lowery, President of Grantor



Regular Council Agenda
December 6, 2016

Description

Order approving the application of Historic Tax Credits to property at 624 Queen City Drive, owned by Plamondon Leasing Associates (Roy Rodgers Restaurant); the recommended tax credit is \$64,903 applied over a 5-year period, which equals 5% of the total eligible new development costs of \$1,298,052.50

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the property located at 624 Queen City Drive, owned by Plamondon Leasing Associates (Tax Acct. #22-005375), be and is hereby granted a one-time Historic District Property Tax Credit commencing with the 2016-2017 Tax Year, in the amount of Sixty-four Thousand, Nine Hundred Three Dollars (\$64,903.00) to be used within five (5) years; and

BE IT FURTHER ORDERED, that this application was approved by the Historic Preservation Commission at their meeting on November 9, 2016.

Mayor Brian K. Grim

Historic District Tax Incentive Program**Staff Recommendation****By Kathy McKenney****624 Queen City Drive****Owner: Plamondon Leasing Associates****Contact: Edward Prensky****Tax Account #: 22-005375**

A Historic District Tax Incentive Application has been received from the owner of the property located at 624 Queen City Drive – new construction within the Canal Place Preservation District. Based on research, calculations, and materials received, I would like to make the following recommendation:

- ❖ City of Cumberland property tax credit recommended in the amount of \$64,903.00 (5% of total eligible project costs of \$1,298,052.50). The credit will be applied to real estate property taxes and is valid for a total of five years. Any credits remaining after that time will expire.



Regular Council Agenda
December 6, 2016

Description

Order authorizing the execution of a Capital Projects Grant Agreement with the State of MD Board of Public Works and the Government Board of the Washington Street Association, to provide funding for the Washington Street Lighting Project (21-15-M) in the amount not to exceed \$93,000

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$93,000.00

Source of Funding (if applicable)

State Bond

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the Mayor be and is hereby authorized to execute a Capital Projects Grant Agreement by and between the Mayor and City Council of Cumberland, the State of Maryland acting through the Board of Public Works (BPW), and the Governing Board of the Washington Street Association, to provide funding for the "Washington Street Lighting Project (21-15-M)" in the amount not to exceed the lesser of Ninety-three Thousand Dollars (\$93,000.00) or the amount of the Grantees' matching fund, if required.

Brian K. Grim, Mayor

State of Maryland

CAPITAL PROJECTS GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into this ___ day of _____, 20___, by and between the **State of Maryland** (State), acting through the **Board of Public Works** (BPW), and **the Governing Board of the Washington Street Association and the Mayor and City Council of Cumberland** (Grantees); whose federal taxpayer identification numbers are _____ and _____, respectively.

Recitals

- A. Grantees have requested grant assistance from the State and have completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled **Cumberland-Washington Street Lighting Project** provided that Grantees expend the money only for the purposes outlined below.

Therefore, the State and Grantees agree as follows:

1. Purpose. Grantees may use grant funds for the following purpose only (**Project**): To assist in funding the design, construction, and equipping of historically-appropriate street lights along Washington Street, Prospect Square, and North Johnson Street in Cumberland
(See **Enabling Act**: DGS Item 6003 Chapter 495 of the Laws of Maryland 2015 which is incorporated herein by reference – Exhibit 1.)
2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds (**Grant**) to, or on behalf of, Grantees not to exceed the lesser of: \$93,000 (Ninety Three Thousand Dollars) or the amount of Grantees' matching fund if the Enabling Act requires a matching fund.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantees fail to provide the required matching fund by 6/1/2017; if applicable; or (b) no part of the Project is under contract by 6/1/2022; or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2022.
4. Matching Fund. If the Enabling Act requires, Grantees must provide and expend a matching fund. Failure to prove any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantees funds in an amount not to exceed the Grant amount.

Item # 9

- 6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement of Grant funds or for expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
- 7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
- 8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients [www.dgs.maryland.gov/grants]* are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantees in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
- 9. Reports:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantees to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantees shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
- 10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
 Capital Grants Program Administrator
 80 Calvert Street, Room 215
 Annapolis, Maryland 21404-0466

Dept. of General Services
 CGL Program Manager
 301 W. Preston Street, Room 1405
 Baltimore, Maryland 21201

To the Grantees:

11. Default. A default is the Grantees' breach of any of the covenants, agreements, or certifications contained in this Agreement.
12. Remedies Upon Default.
- (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
- (i) Require Grantees to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantees from any other current or future State grant or loan or any other funds, otherwise due and owing Grantees.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
- (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.
13. Disposition of Property. Grantees may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired with Grant funds (**Grant-Funded Property**) unless the BPW gives prior written consent. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of Grantees. Grantees shall give the BPW written notice at least 60 days before any proposed transfer or disposition. If the BPW permits transfer or disposition, Grantees may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property all as the BPW determines in its sole discretion.
14. Inspection and Retention of Records. Grantees shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantees relating to this Grant. Grantees shall retain such records for at least three years after this Agreement terminates.
15. Insurance.
- (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantees shall, at their own expense and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantees' insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
- (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantees and to the BPW.

- (b) On request, Grantees shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantees may self-insure Grant-Funded Property if Grantees have adequate financial resources.

16. Indemnification. Grantees are responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantees' use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantees or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantees' activities in connection therewith.

17. Registration. Grantees are a (charitable) (religious) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing; and have filed all of its required reports with the Maryland Secretary of State.

Check if YES

Check if NOT APPLICABLE and explain:

18. Commercial and Employment Nondiscrimination. Grantees shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, martial status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.

Item # 9

- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. *Drug and Alcohol Policy.* Grantees certify that they shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantees shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. *Compliance with Applicable Law.* Each Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such actions as, from time to time hereafter, may be necessary to remain so qualified.
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. *Non-Debarment.* Neither Grantees nor any of their officers, directors, or any of their employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.

- (b) Been convicted under any state or federal statute of any offense enumerated in § 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in § 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
22. Non-Collusion. Neither Grantees nor any of their officers, directors, or any of their employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
23. Financial Disclosure. Grantees are aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
24. Political Contributions. Grantees are aware of, and will comply with, Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
25. No Contingent Fees. Grantees have not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantees, to solicit or secure the Grant. Grantees have not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.

26. No Lobbying Fees. In accordance with § 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantees certify that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.
27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantees.
28. Amendment. The Agreement may be amended only in a writing signed by the parties.
29. Assignment. Grantees may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantees' successors and assigns.
30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

B

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By their signatures, the parties so agree:

WITNESS:

GRANTEE:

By: _____ (SEAL)

Name: _____

Title: _____

WITNESS:

GRANTEE:

By: _____ (SEAL)

Name: _____

Title: _____

STATE OF MARYLAND
BOARD OF PUBLIC WORKS

By: _____

Sheila McDonald
Executive Secretary

Approved as to form and legal
sufficiency for the State of Maryland.

Catherine Allen
Assistant Attorney General
as of _____

_____ Date

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
Standard Form



Regular Council Agenda
December 6, 2016

Description

Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates to provide construction phase engineering services for the "CSO Storage Facility Project at the WWTP" (1-10-WWTP) for the amount not to exceed \$1,593,524

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute the Engineering Services Agreement with Whitman, Requardt and Associates, LLP in the amount of \$1,593,524.00 to provide engineering services for the construction phase of the Cumberland CSO Storage Facility at WWTP. These engineering services will provide total project oversight on behalf of the City for the duration of the construction phase of the project.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$1,593,524

Source of Funding (if applicable)

Bay Restoration Funds 87.5 %

MDE Loan 12.5%

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the Mayor be and is hereby authorized to execute an Engineering Services Agreement by and between the Mayor and City Council of Cumberland and Whitman, Requardt and Associates (WRA), LLP, 801 S. Caroline Street, Baltimore, MD 21231, for the Construction Phase Services for Phase I of the Cumberland CSO Storage Facility Project (01-10-WWTP); and

BE IT FURTHER ORDERED, that WRA shall be reimbursed for their services pertaining to this Agreement in an amount not to exceed One Million, Five Hundred Ninety-three Thousand, Five Hundred Twenty-four Dollars and No Cents (\$ 1,593,524.00).

Mayor Brian K. Grim

Funding: 003.399CS.201000
Bay Restoration Funds 87.5%
MDE Loan 12.5%

ENGINEERING SERVICES AGREEMENT

BETWEEN

**MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
ENGINEERING DEPARTMENT
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501-1702**

AND

**WHITMAN, REQUARDT AND ASSOCIATES, LLP
801 S. CAROLINE ST
BALTIMORE, MARYLAND 21231**

FOR

**CITY OF CUMBERLAND, MD
CSO STORAGE FACILITY AT WWTP
CITY PROJECT NO. 01-10-WWTP
CONSTRUCTION PHASE SERVICES**

NOVEMBER 2016

Item # 10

ENGINEERING SERVICES AGREEMENT

AGREEMENT made by and between The Mayor and City Council of Cumberland, Maryland (the OWNER) and Whitman, Requardt and Associates, LLP (the ENGINEER) for professional engineering services, as hereinafter specified, in connection with the Owner's needs.

The engineering services to be performed under the terms of this Agreement are engineering services for construction phase services for the **City of Cumberland, MD CSO Storage Facility at WWTP, City Project No. 01-10-WWTP**.

SECTION 1 - SCOPE OF WORK

1.1 SCOPE OF WORK

The scope of work is as defined in **Attachment "A", Construction Phase Services for Phase 1 CSO Storage Facility dated November 16, 2016**, hereby made part of this Agreement as an incorporated document as defined in Section 6 of this Agreement.

1.2 SCHEDULE

It is anticipated that the services shall be started on **January 1, 2017**. The schedule shall be as stipulated in **Attachment "A", Construction Phase Services for Phase 1 CSO Storage Facility dated November 16, 2016**, adjusted for the actual date of the notice to proceed given by the Owner.

1.3 DURATION

It is anticipated that all the services associated with the construction phase services described herein will be completed by April 1, 2019 adjusted for the actual date of the notice to proceed given by the owner.

SECTION 2 - COMPENSATION AND PAYMENT

2.1 Method of Payment for Services

The OWNER will pay the ENGINEER for services performed under SECTION 1.0, the total of (1) all direct technical employee payroll times the factor of 2.34 to cover all travel and transportation costs, overhead and compensation, plus (2) the cost of reimbursable expenses, as defined hereinafter. Payroll costs to be multiplied by the factor include the salaries of engineers, architects, designers, CADD technicians, surveyors, inspectors, and other personnel assigned and contributing technical effort to the project.

Reimbursable expenses shall mean the expense of reproduction of documents, photographs, subcontractor costs, and similar items of direct expense.

Progress payments shall be made at approximately 4-week intervals based upon the services performed and shall be paid by OWNER within 30 days of their receipt.

2.2 Payment Limits

2.2.1 Payment to the Engineer for all services rendered in accordance with this Agreement (including reimbursable expenses) shall not exceed **\$1,593,524** for services as detailed in **Attachment "A", Construction Phase Services for Phase I CSO Storage Facility dated November 16, 2016.**

2.3 General

2.3.1 If the Agreement is terminated through no fault of the ENGINEER during any phase of basic services, the ENGINEER shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.

2.3.2 In the event of such termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

2.4 Access and Audit

The Engineer shall maintain books, records, documents, and other evidence directly pertinent to the performance under this agreement in accordance with accepted professionals practice and with appropriate accounting procedures and practices, and shall make such materials available to the City of Cumberland and to the State of Maryland at all reasonable times during the period of this agreement and for three (3) years from the date of final payment.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Responsibility of Engineer

3.1.1 In performing professional services described in this AGREEMENT, the ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.1.2 The ENGINEER will employ registered professional engineers, duly licensed in the State of Maryland, in responsible charge of the work covered by the AGREEMENT.

3.1.3 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee,
Item # 10

commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.

3.2 Responsibility of the Owner

During the performance of the engineering services, the OWNER will:

- A. Provide full information as to its requirements.
- B. Provide copies of applicable records of OWNER, including but not limited to reports, record drawings, city regulations, correspondence from regulatory agencies, and other pertinent data.
- C. Provide labor for operating the utility system facilities during evaluation and measurements performed by the ENGINEER, for excavating test pits and for providing access to observe equipment and underground utilities.
- D. Make arrangements for and accompany ENGINEER at meetings with other agents of the OWNER, his employees or other interested parties or regulatory entities.
- E. Provide the latest version of City-approved standards including standard specifications, details and CADD procedures.
- F. Examine documents submitted by ENGINEER and render timely decisions.
- G. Acquire the permits as required, including the CSX permit and the National Park Services special use permit, if required.
- H. Provide final copies of documents prepared by others for construction purposes.

Item # 10

- I. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any defect in the project.
- J. Legal services and advice on the project.
- K. Payment for advertisement and bidding.

3.3 Termination

This AGREEMENT may be terminated by either party by five (5) days' written notice in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the ENGINEER shall be paid for expenses performed to the termination notice date, plus reasonable termination expenses (if termination is not the fault of the ENGINEER), including any unpaid reimbursable or subcontractor expenses.

3.4 Due Care

Services performed by the ENGINEER under this AGREEMENT will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.5 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction costs.

3.6 Indemnification and Insurance

3.6.1 Indemnification

The ENGINEER agrees that he shall indemnify and hold the OWNER, its employees and officers, from and against any and all damages, liabilities and expenses, including reasonable attorney's fees to the extent recoverable under applicable law, resulting from the negligent actions or omissions of the Engineer, its employees, agents, subcontractors, consultants, or subconsultants in performing the services under this Agreement.

3.6.2 Insurance

The ENGINEER shall provide insurance coverage for itself and all of its' employees, if any, used in connection with this Agreement as follows: Workmen's Compensation as required by prevailing laws, comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financial sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Engineer shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

3.7 Successors and Assigns

This Agreement, and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the OWNER and the Engineer, and their respective legal representatives, successors, and assigns.

3.8 Records

The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and all other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds. Such records shall be made available for audit purpose to the OWNER or its authorized representatives upon request.

Item # 10

3.9 Reports and Information

The Engineer, at such time and in such form as the OWNER may require, shall furnish the OWNER such periodic reports as the OWNER may request pertaining to the work or services undertaken pursuant to this Agreement.

SECTION 4 - SPECIAL REQUIREMENTS

4.1 Discrimination

In the performance of this AGREEMENT the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4.2 Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents (the Documents) prepared, assembled or drafted by the Engineer under this Agreement are confidential, and the Engineer agrees that the Documents shall not be made available to anyone, without the prior written approval of the City. Furthermore, the Documents shall become the property of the OWNER.

4.3 Reuse of Documents

The Engineer does not represent that the documents which he has prepared are intended to be suitable for reuse by the City or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the user's sole risk.

4.4 Subcontractors

The ENGINEER shall not use any consultants, subconsultants, or subcontractors, except as indicated herein, to perform any of the services required under this Agreement without the prior written approval of the City.

4.5 Notices

Any notice which is required, or may be given in connection with this Agreement shall be addressed as follows:

The OWNER:

Mr. John J. DiFonzo P.E., Director of Engineering
City of Cumberland
57 N. Liberty St.
Cumberland, MD 21501-1702

The Engineer:

Dennis J. Hasson, P.E., BCEE, Partner
Whitman, Requardt and Associates, LLP
801 S. Caroline St.
Baltimore, Maryland 21231

4.6 Independent Contractor

The Engineer (and its employees and agents) is an independent contractor and not an employee or agent of the OWNER.

4.7 Oral Modifications

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

SECTION 5 - JURISDICTION

The parties agree that any and all disputes arising out of this AGREEMENT shall be resolved in accordance with the laws of the State of Maryland. The parties further agree to submit exclusively to the jurisdiction of the courts of the State of Maryland for resolution of such disputes.

SECTION 6 – INCORPORATED DOCUMENTS

6.1 This agreement incorporates the following appendices:

6.1.1 Attachment “A”: Construction Phase Services for Phase I CSO Storage Facility dated November 16, 2016

6.1.2 Attachment “B”: WRA Multiplier Breakdown for this Project

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the dates set forth below in the City of Cumberland, Maryland.

Signed, Sealed and Delivered
In the presence of:

OWNER

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD

ATTEST

By: _____

By: _____
Brian K. Grim, Mayor

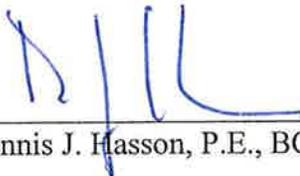
Date: _____

ENGINEER

WHITMAN, REQUARDT AND ASSOCIATES, LLP

ATTEST

By:  _____

By:  _____
Dennis J. Hasson, P.E., BCEE, Partner

Date: 11/16/16 _____



SCOPE OF WORK

CONSTRUCTION PHASE SERVICES FOR PHASE I CSO STORAGE FACILITY

CITY PROJECT NO. 01-10-WWTP

November 16, 2016

The scope of work described herein includes construction services for Phase I of the CSO Storage Facility.

Task A Construction Services

1. *General Administration of Construction Contract*

The WRA Team will consult with the City of Cumberland Engineering Department and act as the City's representative during the duration of the construction project. This effort involves the day to day coordination of in-house and field personnel during the construction phase. The length of construction is assumed to be no longer than **27 months**.

2. *Pre-Construction and Monthly Progress Meetings*

The WRA Team will prepare meeting agendas and conduct a Pre - Construction Conference prior to commencement of the Work. WRA will also conduct monthly progress meetings and issue summary notes of the meeting. WRA's sub-consultants will be attending several meetings during work phases, which may require their technical input.

This task also includes periodic visits and preparation of written field reports by discipline representatives during critical work phases and attendance at monthly meetings by project manager and/or senior project representative.

The estimated required meetings and field visits for this task are as follows:

Project Manager – 28 Monthly Progress/Pre-Construction Meetings

Civil/Site (WRA) – 4 visits

Construction CPM Schedule (WRA) – 8 visits

Geotechnical – 2 visits

Structural (Carroll) – 3 visits

Structural (WRA) – 2 visits

Mechanical (WRA) – 7 visits

Electrical (Sidhu) – 4 visits

I&C (WRA) – 4 visits

3. *ICPM / CPM Monthly Updates Review*

The WRA Team will provide ICPM baseline schedule and CPM monthly construction schedule update reviews subject to compliance with Contract Specifications and City Specifications. Should there be need, the WRA Team will receive, review, and respond to requests for an extension of Contract time as it relates to a schedule impact analysis.

4. *Project Inspection*

The WRA Team will furnish a full time Resident Project Representative (RPR) to observe the work done by the Contractor and promptly inform the City of deviations from the Contract Documents. The RPR will serve as the WRA Team's representative in the field, providing information on the daily progress of the job to the WRA Team's technical personnel.

5. *Requests for Information*

The WRA Team will respond to Requests for Information (RFIs) relating to the contract documents. WRA will maintain the RFI log and review it with the City. It is assumed that WRA Team will address 300 RFI's during the course of construction.

6. *Change Orders and Work Change Directives*

The WRA Team will review Contractor change order requests and make recommendations to the City. WRA will document its recommendations in memoranda to the City. It is anticipated that no more than 50 change order requests will be reviewed.

7. *Shop Drawings and Samples*

The WRA Team will review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other data which the Contractor is required to submit for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. WRA will maintain a log of submittals.



The scope of work for the Review of Shop Drawings, Samples and Submittals shall be based upon the scope of work in the contract for construction. It is assumed that no more than 300 Shop Drawing Submittals and Samples will be reviewed.

8. *Substantial Completion*

The WRA Team will assist the City in conducting an inspection to determine if the Work is Substantially Complete. Specialized inspectors will participate as needed. Up to two separate punch lists of items requiring completion or correction will be prepared.

9. *Final Notice of Acceptability of the Work*

The WRA Team will assist the City in conducting a final inspection to determine if the completed Work of the Contractor is acceptable for release of final payment to the Contractor.

10. *Record Drawings*

At the completion of the Construction Phase, WRA will transfer all recorded changes from the Contractor's Record Drawings and produce a set of reproducible record drawings in AutoCAD format for the City.

11. *Start-Up Assistance*

The WRA Team will assist the City with the startup of the storage facility operations. The startup services will include on-site services to assist the City with initial control settings during two rainfall events requiring storage facility operation. Six days of start-up assistance are assumed.

12. *Construction Document Control*

The WRA Team will provide construction document control including the establishment of procedures and applications for managing all construction related document including contractor submittals (per the approved submittal register), RFIs, PCOs, and related construction documentation for meeting minutes, CPM schedules, materials testing reports, and deficiency reports. WRA utilizes a proprietary web-based file share site (SecureShares) as the construction document control application for all construction contracts and will provide necessary user access, training, and IT support for the City.



FEE SUMMARY

The summary of our fee as described in our Scope of Services, is as follows:

WRA	\$1,452,874
<u>Subconsultants:</u>	
Sidhu Associates, Inc. (MBE)	\$62,320
Carrol Engineering, Inc. (WBE)	\$78,330
TOTAL	\$1,593,524



Attachment B

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits,
and General Overhead

December 31, 2015

Item # 10

Whitman, Requardt and Associates, LLP

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To the Partners
Whitman, Requardt and Associates, LLP
Baltimore, Maryland

Report of Independent Auditors

Report on the Financial Statement

We have audited the accompanying statement of direct labor, fringe benefits, and general overhead of Whitman, Requardt and Associates, LLP (the Company) for the year ended December 31, 2015, and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and the fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Whitman, Requardt and Associates, LLP for the year ended December 31, 2015, in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations as described in Note 2.

8100 Sandpiper Circle, Suite 308, Baltimore, Maryland 21236
443-725-5395 Fax 443-725-5074
Website: www.Rowles.com

Report of Independent Auditors (Continued)

Basis of Accounting

We draw attention to Note 2 of the financial statement, which describes the basis of accounting. As described in Note 2, the financial statement is prepared by the Company in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirement of government agencies with whom the Company is contracted to do business. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 29, 2016, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Restriction on Use

Our report is intended solely for the use and information of management of the Company and government agencies that have entered into contracts requiring the cost principles of the Federal Acquisition Regulations and should not be used by anyone other than these specified parties.

Rowles & Company, LLP

Baltimore, Maryland
February 29, 2016

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 31, 2015

	Total costs	Unallowable costs	FAR reference Note 3	Allowable costs	Field office costs	Nonfield office costs
Direct labor	<u>\$ 41,509,479</u>	<u>\$ -</u>		<u>\$41,509,479</u>	<u>\$5,833,373</u>	<u>\$35,676,106</u>
Fringe benefits						
Employee recreation	\$ 416,526	\$ (363,543)	1, 2	\$ 52,983	\$ 7,444	\$ 45,539
Group insurance	4,189,285	-		4,189,285	588,595	3,600,690
Paid leave	4,365,007	-		4,365,007	416,902	3,948,105
Payroll taxes	4,516,739	-		4,516,739	634,602	3,882,137
Pension plans	1,460,691	(21,200)	3	1,439,491	202,248	1,237,243
Workers' compensation insurance	108,076	-		108,076	15,185	92,891
Total fringe benefits	<u>\$ 15,056,324</u>	<u>\$ (384,743)</u>		<u>\$ 14,671,581</u>	<u>\$ 1,864,976</u>	<u>\$ 12,806,605</u>
General overhead						
Advertising	\$ 92,386	\$ (92,386)	4	\$ -	\$ -	\$ -
Automobile	522,194	-		522,194	63,342	458,852
Building costs (rent)	4,388,611	(973,813)	5	3,414,798	414,215	3,000,583
Community service activities	28,402	-		28,402	3,445	24,957
Computer and CADD	2,151,433	-		2,151,433	260,969	1,890,464
Contributions	29,813	(29,813)	6	-	-	-
Depreciation	327,201	-		327,201	39,689	287,512
Direct selling	46,067	-		46,067	5,588	40,479
Dues and subscriptions	182,301	(15,457)	7	166,844	20,238	146,606
Education and seminars	169,556	-		169,556	20,567	148,989
Employee recruiting	150,790	-		150,790	18,291	132,499
Indirect labor	21,356,875	(2,429,968)	3, 4	18,926,907	2,276,890	16,650,017
Insurance	1,447,842	(111,284)	8	1,336,558	162,124	1,174,434
Miscellaneous	66,357	(13,923)	4	52,434	6,360	46,074
Office supplies	358,005	-		358,005	43,426	314,579
Parking	454,277	-		454,277	55,104	399,173
Postage	75,010	-		75,010	9,099	65,911
Professional development	147,540	-		147,540	17,897	129,643
Professional fees	1,254,220	-		1,254,220	152,137	1,102,083
Reference material	50,147	-		50,147	6,083	44,064
Relocation	31,946	-		31,946	3,875	28,071
Reproduction	387,874	-		387,874	47,049	340,825
Taxes	238,855	(3,575)	9	235,280	28,539	206,741
Telephone	280,180	-		280,180	33,986	246,194
Travel	466,083	-		466,083	56,536	409,547
Total general overhead	<u>\$ 34,703,965</u>	<u>\$(3,670,219)</u>		<u>\$ 31,033,746</u>	<u>\$ 3,745,449</u>	<u>\$ 27,288,297</u>
Total overhead	<u>\$ 49,760,289</u>	<u>\$ (4,054,962)</u>		<u>\$ 45,705,327</u>	<u>\$ 5,610,425</u>	<u>\$ 40,094,902</u>
Percentage of direct labor				<u>110.11%</u>	<u>96.18%</u>	<u>112.39%</u>

The accompanying notes are an integral part of this financial statement.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement

1. The Company

Whitman, Requardt and Associates, LLP (the Company) provides a full range of engineering, architectural, design, planning, and construction management services to governmental, educational, institutional, and private sector clients. Organized in 1915, the Company is headquartered in Baltimore, Maryland, and has 20 other offices in Delaware, Maine, Maryland, North Carolina, Pennsylvania, Tennessee, Texas, and Virginia.

2. Accounting Policies and Systems

The accompanying statement of direct labor, fringe benefits, and general overhead is prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) and the *Uniform Audit & Accounting Guide* of the American Association of State Highway and Transportation Officials (AASHTO). Accordingly, the accompanying statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The Company maintains its accounting records using the accrual method of accounting conforming to general practices in the engineering services industry. It uses a job-order cost accounting system to record and accumulate costs incurred for its contracts. The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system. The Company reports its overhead rate on a company-wide basis using a single base of direct labor.

Direct labor and other direct costs are charged to the project for which the cost was incurred. Travel, lodging, reproduction, and postage are generally included in costs charged directly to the projects.

Direct labor is allocated to field offices by specific identification of individuals performing services. Fringe benefits are allocated to field offices based on direct labor. Indirect labor costs are allocated to field offices by specific identification of individuals performing services plus an allocation of support labor costs based on the ratio of field labor costs to total labor costs. General overhead is allocated to field offices based on total labor.

Management evaluated subsequent events through February 29, 2016, the date the financial statement was available to be issued.

3. Unallowable Costs

The adjustments made to the financial statement for unallowable costs under sections of FAR are as follows:

- (1) 31.205-51 – Amounts charged for alcoholic beverages are unallowable.
- (2) 31.205-14 – Amounts charged for amusement and social activities are unallowable.
- (3) 31.205-6(p) – Amounts charged for compensation of certain employees in excess of benchmark compensation amounts applicable for the employees are unallowable.
- (4) 31.205-1(f) – Costs of promotional material, advertising, trade shows, and promotional events are unallowable.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement (Continued)

3. **Unallowable Costs** (Continued)

- (5) 31.205-36(b)(3) – Amounts charged for rent for property between organizations under common control in excess of the normal costs of ownership are unallowable.
- (6) 31.205-8 – Amounts charged for contributions or donations are unallowable.
- (7) 31.205-22 – Cost of lobbying is unallowable.
- (8) 31.205-19 – Amounts charged for the cost of insurance on the lives of partners are unallowable.
- (9) 31.205-15 – Costs of fines and penalties are unallowable.

4. **Labor Costs**

Project labor

The Company charges labor costs to projects using actual hourly rates paid to employees.

Paid time off

Employees earn leave time, including vacation and sick leave, each pay period at rates prescribed by their tenure. They may carry forward up to 200 hours per year. Compensation for hours exceeding the carryover, and at termination, is paid at the employees' current rate. Certain management personnel are not eligible to accrue leave.

Paid overtime

The premium portion of paid overtime is included in indirect labor in general overhead.

Uncompensated overtime

All employees are paid on an hourly basis; therefore, all employees are compensated for overtime worked.

Contract labor

In limited circumstances, the Company uses contract labor for engineering services, and bills for this labor as a subcontracting cost. These laborers are not considered employees and their compensation is not included in the direct labor base.

Executive compensation

The Company performs an analysis of activities performed by the partners and other executives in accordance with Chapter 7 of the *Uniform Audit & Accounting Guide* of AASHTO and computes reasonable compensation for these executives using the National Compensation Matrix developed by the Federal Highway Administration. The reasonable compensation developed using the matrix indicated maximum compensation of approximately \$400,000 to \$705,000, depending on management positions. Executive compensation under Federal Statutes 10 U.S.C. 2324(e)(1)(P) and 41 U.S.C. 4304(a)(16) is limited to \$487,000 for all Federal contracts executed after June 23, 2014. Executive compensation of \$2,411,142 was determined to be unallowable.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement (Continued)

5. **Property and Equipment**

Property and equipment owned by the Company are depreciated over the estimated useful lives of the assets using the straight-line and accelerated methods. The Company leases office facilities and equipment under operating leases. Depreciation and lease payments are included in overhead as incurred.

The Company leases 285 spaces in a parking garage under an agreement with the City of Baltimore. The agreement is for 20 years, provides for an option to lease additional spaces, and has a renewal option.

The Company leases office space from unrelated parties in Virginia, Pennsylvania, Tennessee, Delaware, Maine, Maryland, North Carolina, and Texas under operating leases that expire through December 2020, and have available renewal options.

The Company also leases computers, office equipment, and vehicles under operating leases that expire at various dates through May 2019.

6. **Related-Party Transactions**

The Company leases a building in Baltimore, Maryland from a separate company that is under common control of certain partners of the Company. Rent expense in excess of specified operating costs including facilities capital cost of money (FCCM) is unallowable.

7. **Retirement Plans**

Defined benefit plan

The Company has a defined benefit pension plan. Each year, the Company contributes an amount to the plan which is actuarially determined. Effective November 1, 1993, benefit accruals were frozen. No contributions are made to the plan by the plan participants. The Company contributed \$381,000 to the plan for the year ended December 31, 2015.

401(k) plan

The Company also has a profit sharing plan qualifying under Section 401(k) of the Internal Revenue Code for eligible employees. The Company matches 50% of each employee's annual contribution up to 4% of compensation. The Company may also make annual discretionary contributions that are allocated to eligible plan participants. Company contributions for the year ended December 31, 2015, were \$919,466.

Deferred compensation plan

The Company has a nonqualified deferred compensation plan covering certain employees. Payment of future benefits is being funded through life insurance policies on the lives of the respective employees. The Company makes contributions to the plan as determined by the plan's administrator and recognizes deferred compensation expense as incurred. Deferred compensation expense was \$35,591 for the year ended December 31, 2015.



To the Partners
Whitman, Requardt and Associates, LLP
Baltimore, Maryland

**Report of Independent Auditors on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of a Financial Statement
Performed in Accordance with *Government Auditing Standards***

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the statement of direct labor, fringe benefits, and general overhead, (the financial statement) of Whitman, Requardt and Associates, LLP (the Company) for the year ended December 31, 2015, and the related notes to the financial statement and have issued our report thereon dated February 29, 2016, which contains a description of the basis of accounting prescribed by Part 31 of the Federal Acquisition Regulations, which differs from accounting principles generally accepted in the United States of America.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statement, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility a material misstatement of the Company's financial statement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, and contracts, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Item # 10

**Report of Independent Auditors on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of a Financial Statement
Performed in Accordance with *Government Auditing Standards* (Continued)**

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowles & Company, LLP

Baltimore, Maryland
February 29, 2016



Regular Council Agenda
December 6, 2016

Description

Order accepting the bid of Leonard S. Fiore, Inc. for the project "Phase I - CSO Storage Facility at the WWTP (01-10-WWTP)" in the estimated unit price of \$26,416,340.00, contingent upon the final approval from the Maryland Department of the Environment

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation, along with the Engineer of Record, Whitman, Requardt and Associates, LLP, to award City Project 01-10-WWTP Cumberland CSO Storage Facility at WWTP to the apparent low responsive bidder, Leonard S. Fiore, Inc., in the estimated unit price of \$26,416,340.00. This bid represents a base bid of \$26,403,440.00 and a Part B bid of \$12,900.00, for a total estimated unit price bid of \$26,416,340. Nine (9) other bids were received and reviewed by WR&A and the City of Cumberland. Final award of this project is contingent upon the receipt of Concurrence and Award Approval from the Maryland Department of the Environment.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$26,416,340

Source of Funding (if applicable)

87.5% Bay Restoration Grant Funds

12.5 % MDE loan Funds

003.399CS.63000

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

ORDER NO. _____

DATE: December 6, 2016**ORDERED, By the Mayor and City Council of Cumberland, Maryland,**

THAT, the bid of Leonard S. Fiore, Inc., 5506 6th Avenue Rear, Altoona, PA, 16602, for the "Cumberland CSO Storage Facility at WWTP Project" (1-10-WWTP), be and is hereby accepted in the estimated unit base price of Twenty-six Million, Four Hundred Three Thousand, Four Hundred Forty Dollars and No Cents (\$26,403,440.00), with a Part B bid price of Twelve Thousand, Nine Hundred Dollars and No Cents (\$12,900.00), for a total estimated unit price of Twenty-six Million, Four Hundred Sixteen Thousand, Three Hundred Forty Dollars and No Cents (\$26,416,340.00); and

BE IT FURTHER ORDERED, that all other bids for this project be and are hereby rejected; and

BE IT FURTHER ORDERED, that the award of this project is contingent upon the receipt of Concurrence and Award Approval from the Maryland Department of the Environment.

Mayor Brian K. Grim

Source of Funding:

87.5% Bay Restoration Grant Funds

12.5% MDE Loan Funds

Budget Code: 003.399CS.63000

<i>Company</i>	<i>Total Bid</i>
Leonard S. Fiore, Inc.	\$26,416,340
Lobar, Inc.	\$27,620,000
Carl Belt, Inc.	\$27,970,000
Triton Construction, Inc.	\$28,494,000
GM McCrossin, Inc.	\$28,781,029
Orders Construction Company	\$30,985,840
HRI, Inc.	\$31,915,000
Balfour Beatty Infrastructure	\$35,775,000
Adams Robinson Enterprises	\$37,986,000
Beitzel Corporation	\$42,241,282



Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

November 22, 2016

Paul DePalatis
Project Manager, Engineering Division
57 N. Liberty Street
Cumberland, MD

Re: Phase I CSO storage Facility at the Wastewater Treatment Plant

Dear Mr. DePalatis:

We have reviewed the bid documents received on October 5, 2016 and additional information provided on October 24, 2016 for the referenced project. Ten bids were received. Leonard S. Fiore, Inc. is the apparent low bidder at \$26,403,440.00 Base Bid and \$26,416,340.00 Total Bid. Enclosed is a tabulation of bids.

Based on our review of the bid submission, the Leonard S. Fiore, Inc. bid represents the lowest responsive responsible bid under the terms of the invitation to bid, pending City approval of their bidding documents and financial statements, and Maryland Department of the Environment subsequent approval of their bid package.

Please do not hesitate to contact us if you should have questions.

Very truly yours,

Whitman, Requardt & Associates, LLP

A handwritten signature in blue ink, appearing to read 'Monika Blassino', is written over the printed name.

Monika Blassino, P.E.
Associate

Enclosure

cc: Dennis Hasson, P.E. – WRA
File

BID REVIEW FORM**Phase 1 CSO Storage Facility at the Wastewater Treatment Plant**

City Project Number 01-10-WWTP

Bid Opening Date: October 5, 2016



		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Total Bid	Bid Rank	Number of Subs	Percent Subcontracted	Percent DBE ¹	Bid Form Math Errors	Bid Security (5% of bid)	Bid Form (00410-1 to 6)	Affidavit of Non-Collusion	Affidavit of Qualification to Bid	List of Major Products and Equipment	List of Proposed Subcontractors	List of Project References	Good Faith Efforts checklists (pages 7,10-16)	Good Faith Efforts documentation	Evidence of Authority to do Business in MD
LEONARD S. FIORE, INC.	\$ 26,416,340	Low	2	9.0%	0.0%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²	Yes	Yes
LOBAR, INC	\$ 27,620,000	2nd Low	12	25.8%	9.0%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
CARL BELT, INC.	\$ 27,970,000	3rd	8	29.0%	5.4%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
TRITON CONSTRUCTION, INC	\$ 28,494,000	4th	12	25.7%	14.5%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
GM MCCROSSIN, INC	\$ 28,781,029	5th	5	6.0%	3.7%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
ORDERS CONSTRUCTION CO.	\$ 30,985,840	6th	9	21.4%	4.6%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
HRI, INC	\$ 31,915,000	7th	8	20.0%	<1%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BALFOUR BEATTY INFRASTRUCTURE	\$ 35,775,000	8th	2	2.6%	0.0%	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes ²	Yes	Yes
ADAMS ROBINSON ENTERPRISES	\$ 37,986,000	9th	5	7.0%	<1% ³	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BEITZEL CORP	\$ 42,241,282	10th	14	22.5%	18.1% ⁴	NO	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

1. MBE Goal = 18%, WBE Goal = 16% for Construction.

2. Pages 11-16 included but NOT filled out.

3. Seeding DBE subcontractor identified at \$0.65/ sy, total not included.

4. Reinforcing steel listed but no price/cost given.

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: THE MAYOR AND CITY COUNCIL OF CUMBERLAND
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>September 16, 2016</u>
<u>2</u>	<u>September 27, 2016</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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PART A – LUMP SUM ITEMS

A-1	Phase 1 CSO Storage Facility, as described in the Contract Documents, Plans and Specifications, all complete and in place, except for Item A-2	LS	1	\$ 26,374,000	\$ 26,374,000.00
A-2	Furnish services of the City's Control System Programmer as described in the Contract Documents, Plans and Specifications, all complete and in place	LS	1	\$29,440.00	\$29,440.00

TOTAL FOR PART A \$ 26,403,440.00

PART B – CONTINGENT UNIT PRICE ITEMS

B-1	Contingent Test Pits	CY	50	\$ <u>20.00</u>	\$ <u>1,000.00</u>
B-2	Contingent Unclassified Excavation	CY	200	\$ <u>22.00</u>	\$ <u>4,400.00</u>
B-3	Contingent Borrow Material, A-1, A-2-4, or A-2-6	CY	100	\$ <u>18.00</u>	\$ <u>1,800.00</u>
B-4	Contingent DG Aggregate, GA-Base or CR-6	CY	100	\$ <u>25.00</u>	\$ <u>2,500.00</u>
B-5	Contingent OGC Aggregate, MDSHA No. 57 Aggregate	CY	100	\$ <u>30.00</u>	\$ <u>3,000.00</u>
B-6	Contingent Geotextile	SY	50	\$ <u>4.00</u>	\$ <u>200.00</u>

TOTAL FOR PART B \$ 12,900.00

TOTAL PROJECT BID (Part A + Part B)(Numeric) \$ 26,416,340.00(Words) Twenty Six million Four hundred sixteen thousand three hundred forty
dollars**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Affidavit of Non-Collusion
 - B. Affidavit of Qualification to Bid
 - C. List of Proposed Subcontractors;
 - D. List of Major Equipment and Products;
 - E. List of Project References;
 - F. Written Documentation for Section 00801 Requirements
 - G. Bid Security (Check or Bid Bond)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

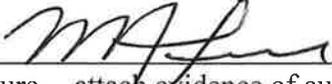
Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A CorporationCorporation Name: Leonard S. Fiore, Inc. (SEAL)State of Incorporation: PennsylvaniaType (General Business, Professional, Service, Limited Liability): General ContractorBy:  _____
(Signature -- attach evidence of authority to sign)Name (typed or printed): Michael A. FioreTitle: Executive Vice President
(CORPORATE SEAL)Attest  _____
Joseph L. Irwin, Assistant SecretaryDate of Qualification to do business in Maryland is 08 / 31 /2015.A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 5506 6th Ave Rear

Altoona, PA 16602

Phone No. 814-946-3686 Fax No. 814-946-5288

E-mail jirwin@lsfiore.com _____

SUBMITTED on October 5, 2016.

State Contractor License No. PA031145. *[If applicable]*

PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Leonard S. Fiore, Inc.
5506 6th Avenue, Rear
Altoona, PA 16602

SURETY (Name and Address of Principal Place of Business):

Arch Insurance Company
300 Plaza Three
Jersey City, NJ 07311

OWNER (Name and Address):

Mayor and City Council of Cumberland
City Clerk, City Hall
Cumberland, MD 21502

BID

Bid Due Date: October 5, 2016
Description: Cumberland Phase 1 CSO Storage Facility
City Project No. 01-10-WWTP

BOND

Bond Number: SBAI-70395
Date (Not earlier than Bid due date): October 5, 2016
Penal sum Five percent (5%) of Bidder's maximum Bid price

\$ 5%

(Words)

(Figures)

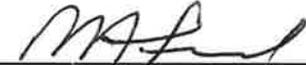
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Leonard S. Fiore, Inc. _____ (Seal)

Bidder's Name and Corporate Seal

By:


Signature

Michael A. Fiore

Print Name

Executive Vice President

Title

Attest:


Signature

Joseph L. Irwin Assistant Secretary _____ Witness

Title

SURETY

Arch Insurance Company _____ (Seal)

Surety's Name and Corporate Seal

By:


Signature (Attach Power of Attorney)

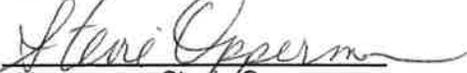
Robert N. Striewig, Jr.

Print Name

Attorney-in-Fact

Title

Attest:


Signature Stevie Opperman

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AIC 0000188094

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anthony S. Phillips and Robert N. Striewig, Jr. of Wormleysburg, PA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

AFFIDAVIT OF NON-COLLUSION

Bid of Leonard S. Fiore, Inc. to furnish all equipment and to perform all work in accordance with the Specifications relating to a contract for

City of Cumberland Phase1 – CSO Storage Facility at the Wastewater Treatment Plant

2:00 pm as set forth in the Contract Documents, on which bids will be received until but not after ~~XXXX~~, local time, on the ~~30th day of September, 2016~~ as set forth in the Notice to Bidders herein. 5th of October, 2016

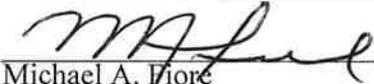
To the Mayor and City Council
City of Cumberland, Maryland

Gentlemen:

In accordance with the advertisement of the City of Cumberland, Maryland, inviting bids for the work herein before named and in accordance with the Specifications now on file in the Office of the City Clerk, Michael A. Fiore do/does certify that Leonard S. Fiore, Inc. is/are the only person or persons interested in this bid and that the bid is made without collusion with any persons, firm or corporation; that an examination has been made of the Contract Documents, Specifications and Contract form contained herein, Leonard S. Fiore, Inc. do/does propose to furnish all necessary machinery, equipment, and material specified, and labor in whatever manner and sequence required.

Bidder Must Sign

Company Name: Leonard S. Fiore, Inc.

Signature: 
Michael A. Fiore

Address: 5506 6th Ave, Rear Altoona, PA 16602

Telephone Number: 814-946-3686

Date: October 5, 2016

AFFIDAVIT OF QUALIFICATION TO BID

I hereby affirm that

1. I am the Executive Vice President and the duly authorized
(Title)
representative of the firm of Leonard S. Fiore, Inc. whose
(Name of Corporation)
address is 5506 6th Ave Rear, Altoona, PA 16602 and that I
(Address)
possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting.

2. Except as described in paragraph 3 below, I nor the above firm, nor to the best of my
knowledge, any of its officers, directors, or partners, or any of its employees directly
involved in obtaining contracts with the State or any county, bi-county or multi-county
agency, or subdivision of the State have been convicted of, or have pleaded nolo
contendere to a charge of, or have during the course of an official investigation or other
proceeding admitted in writing or under oath acts or omissions which constitute bribery,
attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
Annotated Code of Maryland or under the laws of any State or Federal Government
(conduct prior to July 1, 1977 is not required to be reported).

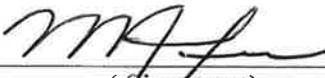
3. State "none" or, as appropriate, list any conviction, pleas, or admission described in
paragraph 2 above, with the date; court, official, or administrative body; the individuals
involved and their position with the firm, and the sentence or disposition, if any.

None

I acknowledge that this affidavit is to be furnished to such other agencies as are hereinafter set forth and, where appropriate, to the Board of Public Works and to the Attorney General under Section 16D of Article 78A of the Annotated Code of Maryland. I acknowledge that, if the representatives set forth in this affidavit are not true and correct, any such agency may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under penalties of perjury that the contents of this affidavit are true and correct.

October 5, 2016
(Date)


(Signature)

Michael A. Fiore, Executive Vice President

Leonard S. Fiore, Inc.

LIST OF MAJOR PRODUCTS AND EQUIPMENT

CITY PROJECT NO. 01-10-WWTP

Bidder Leonard S. Fiore, Inc.

Each bidder shall list the manufacturers for the following items of equipment or products that he intends to use on this contract. The manufacturer shall be one of the manufacturers listed in the specification. Substitutions shall be as specified in Section 00200, Article 11 and Section 00800, Paragraph 9.

<u>Items</u>	<u>Manufacturer</u>
1. Vertical Mixed Flow Pumps	<u>Fairbanks</u>
2. Large Fans	<u>Loren Cook</u>
3. Large Diameter Plug Valves	<u>Valmatic</u>
4. Check Valves	<u>Valmatic</u>
5. Large Diameter Piping	<u>US Pipe</u>
6. Variable Frequency Drives	<u>Squared</u>
7. Motor Control Centers	<u>Squared</u>
8. Odor Control System	<u>ECS</u>
9. Horizontal Screens	<u>PW Tech</u>

LISTING OF SUBCONTRACTORS

CITY PROJECT NO. 01-10-WWTP

Bidder Leonard S. Fiore, Inc.

This document is an Attachment to the Bid and is a legally binding part thereof.

Each Bidder shall complete this "Listing of Subcontractors" in its entirety. Failure to do so shall render the Bid Form non-responsive and be grounds for its rejection by Owner.

The address of the subcontractor does not need to be completed at the time the bids are due, but may be delivered within 72 hours of the opening date and time. All other information pertaining to this document shall be provided in the bid envelope with the bid documents.

Type of Work	Subcontractor Name & Address	Subcontract Amount
Mechanical Piping	RH Happ	\$1,835,000.00
Electrical	S+S Electric	\$644,000.00
Instrumentation	S+S Electric	with electrical
Mechanical Insulation	RH Happ	with Mechanical Piping

Total Subcontracted Amount: \$ 2,479,000.00

Percent of Total Contract: 9% nine percent

LIST OF PROJECT REFERENCES

Bidder Leonard S. Fiore, Inc.

Each Bidder shall list the projects similar in scope, detail, and size completed within the past 5 years.

Project Name	Year Completed	Location	Contract Amount	Description of Work
See Attached Work on Hand				

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Allegany High School (AL-0351)	Board of Education Allegany County Public Schools	\$ 50,783,000.00		Grimm & Parker	0.00%	May-16
PSU Access Modifications (AC-0350)	Penn State University Office of Physical Plant University Park, PA	\$ 4,738,000.00		Moody-Nolan Columbus, OH	0.00%	Jan-16
Sheetz Café IUP (SH-0349)	Sheetz, Inc. 5700 Sixth Ave Altoona, PA 16602	\$ 1,014,700.00	\$ 1,014,700.00	CDI Ebensburg, PA	0.00%	Jul-16
Walmart #4644 Moon Twp. (WM-0345)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	\$ 20,885,345.79	\$ 6,533,754.40	SGA Design Group Tulsa, Ok	31.30%	Jun-16
PSU Water Tank #5 (PW-0344)	Caldwell Tanks, Inc.	\$ 1,563,023.00	\$ 1,355,057.66	Buchart Horn York PA	86.70%	Apr-16
Cadillac & Garman Houses (CH-0341/GH-0342)	Bellefonte Mews, LP, 812 Pike Street, P.O. Box 909, Lemont, PA 16851	\$ 8,141,704.77	\$ 2,981,122.08	Upstreet Architects, Inc., Indiana, PA	36.60%	Aug-16
Sheetz Café St. College (SC-0340)	Sheetz, Inc. 5700 Sixth Ave Altoona, PA 16602	\$ 432,550.00	\$ 116,289.50	Fernsler Architecture, LLC State College, PA	26.90%	Sep-15
Water Treatment Plant @ PSU (WT-0339)	Penn State University Office of Physical Plant University Park, PA	\$ 10,795,358.68	\$ 7,009,797.01	Buchart Horn York Pa	64.90%	Dec-15
Forest Hills GC (FH-0338)	Forest Hills School District, 547 Locust St., Sidman, Pa 15955	\$ 25,266,485.55	\$ 11,894,121.08	Eckles Architecture & Engineering, New Castle, PA	47.10%	Jul-17
University Park Data Center (DC-0337)	Penn State University Office of Physical Plant University Park, PA	\$ 1,492,561.00	\$ 1,355,057.50	IDC Architects Pittsburgh PA	86.70%	Apr-16
Fraser Centre Core & Shell (FC-0335)	Fraser Partnership, LLC Mechanicsburg, PA	\$ 24,527,673.69	\$ 13,460,575.66		54.90%	Dec-16
Bedford Heritage Trail Penndot (BT-0334)	Bedford Joint Municipal Authority P.O. Box 148 Bedford PA	\$ 1,464,000.00	\$ 1,389,337.18	Newcomer Associates, Chambersburg, PA	94.30%	Oct-15
Walmart Fuel Station #2852-500 Moundsville, WV (WM0331)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	1,410,000.00	\$ -	Bergmann Associates, Rochester, NY	0.00%	Feb-15
Convention Center Blvd Road Work (CB0324)	Commonwealth of Pennsylvania, Secretary of Transportation / Altoona Blair County Development Corp	589,366.28	\$ 39,244.13		64.30%	Jul-15

Item # 11

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date Including Retainage	Architect	Complete	Finish Date
Waterpark @ Delgrosso's (WP-0323)	Laguna Splash Limited 118 Rossi Drive Tipton PA	8,396,870.09	\$ 6,367,879.72		75.80%	May-16
Forest Hills Middle / High School Site Preparation (FH0322)	Forest Hills School District, 547 Locust St., Sidman, Pa 15955	1,822,000.00	\$ -	Eckles Architecture & Engineering, New Castle, PA	100.00%	May-15
Reynoldsdale Fish Hatchery (RS0321)	Department of General Services, 18th & Herr Street, Harrisburg, Pa 17125	5,810,000.00	\$ 5,715,194.55	C.S. Davidson, Inc., York, PA	94.00%	Jan-16
Bellefonte Mews (BM0320)	Bellefonte Mews, LP, 812 Pike Street, PO Box 909, Lemont, PA 16851	6,977,000.00	\$ -	Upstreet Architects, Inc., Indiana, PA	0.00%	Jan-16
Convention Center - Site Utilities Package (SU0319)		738,000.00	\$ -	Keller Engineering, Hollidaysburg, Pa	0.00%	Oct-15
Stuckey Subaru Renovations (SS-0318)	Stuckey Subaru 500 Broad St Hollidaysburg PA	943,911.18	\$ 822,279.73	Frank Dachille Architects Johnstown PA	87.10%	Oct-15
Henderson Biobehavioral Health Building - Screen Wall (HH0317)	Pennsylvania Sate University, University Park, Pa	795,000.00	\$ -	Bohin Cywinski Jackson, Pittsburgh, Pa	0.00%	Jun-15
Small Shops @ CCC (SM0315)	Convention Center Commons, LLC 5506 6th Avenue, Altoona, PA 16602 (814-946-3686)	1,039,520.00	\$ 1,033,727.77	Artech Chattanooga, TN	95.30%	Oct-15
Carmike Theater @ CCC (TH0314)	Convention Center Commons, LLC 5506 6th Avenue, Altoona, PA 16602 (814-946-3686)	6,805,574.00	\$ 5,682,783.81	Artech Chattanooga, TN	83.10%	
Convention Center Earthwork Package (EW0313)	Convention Center Commons, LLC 5506 6th Avenue, Altoona, PA 16602 (814-946-3686)	2,206,000.00	\$ -	Keller Engineering, Hollidaysburg, Pa	0.00%	Oct-15

Item # 11

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Lenny's Classic Car Museum (LC9831)	Lenny's Classic Car Museum, LLC 5606 6th Avenue, Altoona, Pa	850,000.00	\$ 739,400.00	O'Connor-Gordon Hightstown, NJ	100.00%	Aug-14
Carnegie Equipment (Design/Build) CE0255)	Carnegie Equipment, Inc. 5930 6th Avenue, Altoona, Pa 16602 814-942-0691	2,289,998.86	\$ 1,884,564.74	O'Connor-Gordon Hightstown, NJ	57.50%	Sep-14
Martinsburg Streetscape (MS0312)	Commonwealth of Pennsylvania, Secretary of Transportation	448,000.00	\$ 422,150.34	Department of Transportation, District 9, Blair County	94.20%	Sep-14
Steidle Building @ PSU (SB0311)	Mascaro Construction Company, LP 1720 Metropolitan Street, Pittsburgh, Pa 15233 (412-321- 4901)	3,175,971.95	\$ 3,096,790.95	EYP Architecture & Engineering NY	97.50%	Feb-16
Walmart Supercenter #6951- 00 Flatwoods, WV (WF0310)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	9,611,266.80	\$ 4,147,733.82	SyPerkowitz, Long Beach, CA	100.00%	Jan-15
Fraser Centre - Hotel (FH0309)	Fraser Partnership, LLC Mechanicsburg, PA	350,691.00	\$ 295,326.48	O'Connor-Gordon Hightstown, NJ	74.70%	
PSU East Campus Steamline Excavaton (EC0308)	Farfield Company, 312 East Meadow Valley Road, PO Box 387, Litz, PA 17543	2,290,002.68	\$ 1,869,435.65	Woolpert, Inc.	100.00%	Oct-14
IUP Memorial Field Entrance (MF0307)	Indiana University of PA	318,275.81	\$ 303,296.44	Perkins Eastman Architects, PC	100.00%	Aug-14
College Avenue Waterline Replacement Ph 2 (CA0305)	State College Borough Water Authority, 1201 West Branch Street, State College, PA	1,132,690.00	\$ 971,653.80	Gwin, Dobson & Foreman, Inc. Altoona PA	100.00%	Aug-14
Dollar General Houtzdale (DG0304)	Westwind Construction	429,000.00	\$ -	Oppenhuizen Architects & Excel Engineering	0.00%	

Item # 11

Work on Hand & Completed Projects

Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Fraser Centre - Footings & Foundations (FF0303)	Fraser Partnership, LLC Mechanicsburg, PA	443,246.40	\$ 384,314.57	O'Connor-Gordon Hightstown, NJ	86.70%	
PSU Research Unit A Mod Lab (RU0302)	PJ Dick, PO Box 6774, Pittsburg, PA 15212	970,375.00	\$ 949,800.00	Hoffman Architecture, Boalsburg, PA	97.90%	Aug-14
Hilton Garden Inn @ IUP (HG0301)	IUP Hospitality, LLC 5506 6th Avenue, Altoona Pa 16602	12,345,769.24	\$ 7,603,849.32	Newcomer Associates, Chambersburg, PA	61.60%	Apr-16
Curry Supply, Hollidaysburg, PA (CS0300)	Curry Supply, 1624 Curryville Road, Curryville, PA 16631 814-793-2829	1,058,130.47	\$ 706,620.71	Joseph Oricko, Hollidaysburg, Pa	100.00%	Aug-14
PSU IM Phase 2 Sitework & Utilities (IM0299)	M.A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 55422	1,287,560.00	\$ 1,146,943.00	Moody-Nolan Columbus, OH	100.00%	Feb-15
Fraser Centre (Shell Building) (FC0298)	Fraser Partnership, LLC Mechanicsburg, PA	1,013,649.81	\$ 949,228.86	O'Connor-Gordon Hightstown, NJ	93.60%	
Jefferson Township Storage Tank (JT0297)	Jefferson Township Water & Sewer Authority, Jefferson Township, PA	525,226.41	\$ 516,226.41	The EADS Group, Inc., Somerset, PA	98.30%	Jul-14
IUP Keith & Leonard Halls (IU0296)	Department of General Services, 18th & Herr Street, Harrisburg, Pa 17125	18,623,373.56	\$ 7,647,859.24	Astorino, Pittsburgh, PA	41.10%	Oct-15
Walmart #6080-503 (Pavement Repair) WT0295	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	1,963,400.00	\$ -	Herbert, Rowland & Grubic Harrisburg, Pa	0.00%	Oct-13
Walmart Supercenter #5888-00 Camp Hill, PA (WC0294)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	8,722,888.53	\$ 8,668,474.61	BRR Architecture, Inc., Merriam, KS	100.00%	Apr-14

Item # 1

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Fiore Toyota (FT-0293)		4,702,335.94	\$ 1,157,930.59		24.60%	Jul-16
Convention Center Commons (CC0292)	Convention Center Commons, LLC 5506 6th Avenue, Altoona, PA 16802 (814-946-3686)		\$ 3,899,190.10	Keller Engineering, Hollidaysburg, Pa	28.00%	Oct-15
The Villas 11-29 (TV0291)	BVRE, LP 444 East College Avenue, State College, PA	1,220,957.00	\$ 463,891.09	Fernsler Architecture, LLC State College, PA	100.00%	Jul-13
PSU HHD General Trades (HH-0290)	Pennsylvania Sate University, University Park, Pa	13,737,996.60	\$ 9,866,388.28	Bohlin Cywinski Jackson, Pittsburgh, Pa	71.80%	May-15
The Villas at Happy Valley "Clubhouse" (VC-0289)	BVRE, LP 444 East College Avenue, State College, PA	693,822.00	\$ 263,449.00	Fernsler Architecture, LLC State College, PA	100.0%	
Greentree Common's Trader Joe's Plaza Phase 2 (GT-0288)	Mellott Real Estate LP c/o Keystone Real Estate Group, LP, State College PA 16801	2,890,967.57	2,600,627.00	Fernsler Architecture, LLC State College, PA	100.0%	Feb-14
PSU HHD Foundation & Earthwork (HH-0287)	Pennsylvania Sate University, University Park, Pa	2,159,355.99	2,111,486.01	Bohlin Cywinski Jackson, Pittsburgh, Pa	100.0%	Oct-13
CamTran Operation & Maint. Facility (CT0286)	CamTran 726 Central Avenue, Johnstown, PA 15902	6,967,151.04	6,885,913.47	Jacoby/Trexler Architects, Johnstown, PA	100.0%	Jun-14
Additions & Renovations to DeGol Field House (DF0285)	Saint Francis University PO Box 600 Loretto, PA 15940	810,962.65	806,886.45	Noeiker & Huli Associates, inc.	100.0%	Nov-13
Children's Garden of the H.O. Smith Botanic Gardens (CG-0283)	Pennsylvania Sate University, University Park, Pa	2,226,087.83	2,197,477.83	AECOM Alexandria, VA	100.0%	May-13

Item # 11

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Martins #6288 (MA-0282)	Ahold USA LLC Giant Foods, 1149 Harrisburg Pike, Carlisle, PA 17013	454,000.00	-	Baker & Associates, Worthington, OH	100.0%	
Oak Hall Regional Parkland - Phase 1 (OH0281)	Centre Regional Recreation Authority, 2643 Gateway Drive, Suite #1, State College, Pa 16801	2,571,913.26	2,527,874.37	Pashek Associates, Limited Pittsburgh, PA	100.0%	May-14
Bedford County Airport (BA-0280)	Bedford County Airport Authority PO Box 155, 697 Beldon Road, Bedford, PA 15522	760,453.00	634,670.93	L. Robert Kimball & Associates Pennsylvania Department of Transportation, District 9, Blair County Scot Kurtz/Architects Pittsburgh, PA	100.0%	Oct-13
PA764 Mill Run Culvert (MR0279)	Commonwealth of Pennsylvania, Secretary of Transportation Dutilh Property Associates, LP, 4848 Route 8, Allison Park, PA 15101	1,841,386.00	1,739,122.80		100.0%	Dec-13
Dutilh Road, Building One (DR0278)	M.A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 55422	5,527,528.55	5,522,196.25	Moody-Nolan Columbus, OH	100.0%	Nov-13
PSU IM Building Additions & Renovation (IN0277)	Department of General Services, 18th & Herr Street, Harrisburg, Pa 17125	889,647.00	868,427.00	Jacoby/Trexler Architects, Johnstown, PA	100.0%	Jan-14
Security System Upgrade (SCI Smithfield, Huntingdon, PA) (HU0276)	Department of General Services, 18th & Herr Street, Harrisburg, Pa 17125	2,673,903.39	2,447,244.47	SMB&R, Camp Hill, PA	100.0%	Jan-14
Engineering Office District 2-0 (EO0275)	Department of General Services, 18th & Herr Street, Harrisburg, Pa 17125	9,593,441.51	8,913,485.32	Elliott, LeBoeuf & McElwain, P.C. Springfield, VA 22151	100.0%	Jun-14
State Fire Academy, Lewistown, PA (FA0274)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138) DVRE, LLC 444 East College State College, PA 16801 (814) 237-0311	1,124,000.00	1,049,622.36	Bowman Consulting Group, Ltd. Chantilly, VA	100.0%	Mar-13
Walmart #5381-500, Bethel Park, PA (WB0273)		129,330.00				Dec-12
The Villas at State College VS0272		675,000.00	303,176.69	Fernsler Architecture, LLC State College, PA	100.0%	May-13

Item # 11

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Walmart #6027-504 Woodland, PA (Pavement Replacement) (WW0264)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	1,249,220.00	1,249,220.00	Civil and Environmental Consultants, Inc., Pittsburgh, Pa	100.0%	Nov-12
Limerock Court (LC0263)	Limerock Court Associates, LP 812 Pike Street PO Box 909 Lemont, PA 16851	7,968,079.23	7,916,443.04	Upstreet Architects, Inc., Indiana, PA	99.4%	Jan-14
Children's Express Daycare (CH0262)	RDM, LLC 302 Keystone Avenue, Cresson, PA 16630	648,552.00	190,605.60	Bill Muriceak, Altoona PA	29.0%	Dec-12
Rodman Lane Bridge (RL9814)	Commonwealth of Pennsylvania, Secretary of Transportation	374,000.00	342,339.23	Pennsylvania Department of Transportation, District 9, Blair County	92.0%	Oct-12
N. Greenwood Sandy Run Culvert, Antis Twp (AT0260)	Commonwealth of Pennsylvania, Secretary of Transportation	977,891.42	904,026.79	Pennsylvania Department of Transportation, District 9, Blair County	92.4%	Sep-12
HFL Beaver Avenue Apartments - Design, Site & Blg Demo (HF0259)	HFL Corporation, 467 East Beaver Ave, State College, PA	19,996,168.08	19,561,608.41	O'Connor-Gordon Hightstown, NJ	97.8%	Jul-13
Penn View Expansion Suites Logan Township, PA (PV0258)	Durbin Companies, 810 Woponock Avenue, Altoona PA 16602	1,078,689.41	10,178,689.41	PennTerra Engineering, State College, Pa	100.0%	Nov-12
SEU Science Center (SF0257)	Saint Francis University PO Box 600 Loretto, PA 15940	9,510,628.74	930,305.54	Celli-Flynn Brennan Architects & Planners, Pittsburgh, PA	98.0%	Jul-13

Item # 11

Work on Hand & Completed Projects						
Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Sugar & Burgoon Run Bridges (SR0256)	Commonwealth of Pennsylvania, Secretary of Transportation	2,008,786.84	1,714,754.97	Pennsylvania Department of Transportation, District 9, Blair County	85.0%	Sep-12
PSU West Campus Chiller Plant Screen Wall (WC0254)	Pennsylvania State University, University Park, Pa (Rachel Prinkey 814-867-1536)	1,323,977.35	1,164,149.05	Trefz Engineering, Horsham, PA	88.0%	Aug-12
Greentree Common's Trader Joe's Plaza (GC0252)	Mellott Real Estate LP c/o Keystone Real Estate Group, LP, State College PA 16801	3,908,893.86	3,877,113.39	Fernsler Architecture, LLC State College, PA	99.0%	Apr-12
Biological Research Lab (BR0250)	Torcon, Inc. 328 newman Spring Road, Red Bank, NJ 07701	743,020.97	748,916.96	Payette Associates, Inc Boston, MA	99.0%	Dec-12
Elk Regional Health Center Expansion (EM0247)	Elk Regional Health Center, 763 Johnsonburg Rd, St. Marys Pa 15857 (Tom Kerchiniski 814-788-8512)	9,399,413.29	9,399,413.29	KTH Architects, Dubois, PA 15801	100.0%	Dec-12
West Campus Chiller Plant (CP0246)	Pennsylvania State University, University Park, Pa (Rachel Prinkey 814-867-1536)	1,712,869.73	1,712,869.73	Trefz Engineering, Horsham, PA	100.0%	Feb-12
Ag IM Fields PSU (IM0245)	Pennsylvania State University, University Park, Pa (Marv Bevan 814-865-3474)	2,885,728.33	2,885,728.33	Stephen Parks & Associates, Hollidaysburg, Pa	100.0%	Jun-12
Wolf Furniture, Leesburg, VA (WL0241)	Wolf Furniture Co., 1620 N. Tuckahoe St, Bellwood PA (Doug Wolf, (814) 742-4380)	5,434,580.00	5,434,580.00	O'Connor-Gordon Hightstown, NJ	100.0%	Jul-12
Henderson Biobehavioral Health Building (HB0239)	Pennsylvania State University, University Park, Pa (Dan Breen 814-865-7192) Blair Candy Company, Inc. 1313 7th Avenue, Altoona PA 16601	24,779,460.45	24,235,821.77	Bohlin Cywinski Jackson, Pittsburgh, Pa	97.8%	Oct-12
Blair Candy Renovations (BC0231)	(Terry DeAndrea 814-944-3581)	1,304,932.10	1,304,932.10	O'Connor-Gordon Hightstown, NJ	100.0%	Jun-12

Item # 11

Work on Hand & Completed Projects

Project Name	Owner	Contract Price Including Approved Change Orders	Total Amount Billed to date including Retainage	Architect	Complete	Finish Date
Wal-Mart Distribution Center Johnstown, NY (WJ0229)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	1,410,500.00	-	Bohler Engineering, Southborough MA	100.0%	Nov-10
Wal-mart Distribution Center Woodland, PA (WW0228)	Wal-Mart Stores, Inc., 2001 SE 10th Street, Bentonville, AR 72712 (479-204-2138)	577,500.00	-	CESO, Dayton, OH	100.0%	Aug-10
Fairfield Inn, Huntingdon (FI0227)	Shaner Investments Huntingdon Hotel, L.P. 111 Sowers Street, Suite 400, State College, Pa 16801 (Peter Hill 412-697-0996)	4,277,524.00	4,277,524.00	3di Architecture, PC Williamsville NY	100.0%	Mar-11
Moore Building (09A) Finishes (MG0226)	Pennsylvania State University, University Park, Pa (Jim Fail 814-280-2517)	3,693,304.46	3,693,304.46	Kling Stubbins, Philadelphia, Pa	100.0%	Nov-11
Moore Building (02A) Concrete (MC0225)	Pennsylvania State University, University Park, Pa (Jim Fail 814-280-2517)	1,953,271.54	1,953,271.54	Kling Stubbins, Philadelphia, Pa	100.0%	Dec-11
Fraser Road (FR0224)	Pennsylvania Sate University, University Park, Pa (Chad Spackman 814-865-9454)	1,475,722.38	1,368,946.56	Pennsylvania State University	100.0%	Nov-11
Clearfield YMCA Natatorium & Gymnasium (CY0223)	Clearfield YMCA 21 North Second Street Clearfield Pa 16830 (Don Herres 814-765-5521)	2,608,051.51	2,608,051.51	KTH Architects, Dubois, PA 15801	100.0%	Mar-11
VA Annex @ Fiore Furniture (FF0222)	Fiore Furniture LLC, 201 Cayuga Avenue, Altoona Pa (Bob Fiore 814-944-7105)	1,259,638.00	1,259,638.00	Robert R. Reffner, R.A.	100.0%	Jun-10
VA Hospital 5th Floor (VA0221)	James E VanZandt VA Medical Ctr, 2907 Pleasant Valley blvd, Altoona Pa (Dan Sanders 814-943-8164 x 7237)	926,304.53	926,304.53	Derby Enterprises, Bel Airr MD	100.0%	Feb-11
Gary Schultz Child Care Center (GS0220)	The Pennsylvania State University, University Park, PA (Katie Rountree 814-865-6226)	8,655,287.25	8,655,287.25	Horizons Design	100.0%	Mar-11

Item # 11

February 2016

**ASSURANCES FOR COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS
FOR WATER QUALITY-TREATMENT WORKS AND DRINKING WATER PROJECT**

PH 1 CSO Storage Facility WWTP City of Cumberland
Project Name: _____ Contract No. (if applicable): 10-10-WWTP

The contractor is required to comply with the following Federal laws and regulations:

1. Non-discrimination in Employment in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967.
2. Debarment in accordance with the Executive Order 12549 and Executive Order 11246.
3. Anti-kickback in accordance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874).
4. Contract Work Hours and Safety Standards in accordance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330).
5. Compliance with Guidelines Contained in 40 CFR 247-254 (RCRA - Section 6002).
6. The prevailing Federal wage rates as determined by the U.S. Department of Labor under the Davis-Bacon and related acts. The prevailing wage determination category that should be used for this project is Heavy Construction (including water and sewer). Available at: <http://www.wdol.gov/>.

General Decision Number: MD160225 Date: 07/08/2016

7. Maryland Antidegradation Implementation Procedures as promulgated in three regulations: COMAR 26.08.02.04 sets out the policy itself, COMAR 26.08.02.04-1, provides for identification and implementation of Tier II (high quality waters) of the antidegradation policy, and COMAR 26.08.02.04-2 that describes Tier III (Outstanding National Resource Waters or ONRW), the highest quality waters. No Tier III waters have been designated at this time.
8. Use of American Iron and Steel, as promulgated by H.R. 3547, "Consolidated Appropriations Act, 2014," Division G, Title IV, enacted on January 17, 2014.

I do solemnly declare and affirm that I am obligated to comply with the above Federal laws and regulations. It is understood that non-compliance with any one of the above Federal laws and regulations will be sufficient reason to cause termination of the contract.

Leonard S. Fiore, Inc.
Contractor

Signed by: 
Authorized Officer

October 5, 2016
Date

Michael A. Fiore
Name (Print)

Executive Vice President
Title (Print)

February 2016

MARYLAND DEPARTMENT OF THE ENVIRONMENT1800 Washington Boulevard Suite 515 Baltimore MD 21230-1718
410 537 3119 1-800-633-6101http://www.mde.state.md.us/programs/Water/QualityFinancing/MinorityandWomensBusinessEnterprises/Pages/Programs/WaterPrograms/Water_Quality_Finance/MWBE/index.aspx**Disadvantaged Business Enterprise (DBE) Good Faith Efforts Checklist**
To be completed by Prime (Construction & A/E) ContractorProject Name: PH 1 CSO Storage Facility WWTP City of Cumberland**Procurement Category:** Check box for all M/WBE procurement categories being reported under the above referenced project. **Construction** **Equipment** **Services** **Supplies** *For each procurement action, please answer the following questions***A: Develop Bidders List of DBE firms**

- | | | | |
|----|--|---|--|
| A1 | Did you develop a Bidders List of DBE firms? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| A2 | Did you advertise in minority, local, regional papers or Dodge Report? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| A3 | Did you send invitation for bids to DBE trade associations? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| A4 | Did you contact US-SBA/MBDA/MDOT? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| A5 | Did you receive Bidders List from Loan Recipient? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| A6 | Did you provide MDE with Bidders List? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

B: Smaller work components and delivery schedules

- | | | | |
|----|--|---|-----------------------------|
| B1 | Did DBE firms have opportunities to bid as subcontractors? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B2 | Did you break down the project, where economically feasible, into smaller components for DBE firms to bid as subcontractors? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B3 | Do project components have reasonable delivery schedules? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B4 | Did you allow a reasonable time for DBEs to bid? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| B5 | Did you encourage DBEs to bid as a consortium due to project size? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

C: Solicitation Summary of DBE firms (Prime Contractor must fill EPA Form 6100-4)

- | | | | |
|----|---|---|--|
| C1 | Did you use the Bidders List to solicit subcontractors? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| C2 | Did DBE firms bid as subcontractors (provide list, work type, & price)? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| C3 | Did you select any DBE firms as subcontractor? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| C4 | Is the subcontractor using any additional subcontractors? | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Prime contractor must provide to loan recipient: (1) list of ALL subcontractors (DBE and non-DBE) with type of work and estimated dollar amounts; (2) completed EPA Form 6100-4; and, (3) completed EPA Form 6100-3 for each DBE subcontractor. Also, EPA Form 6100-2 to each DBE subcontractor.**Supporting Documentation***In support of the actions taken in items A, B, and C, (above), all prime contractors must attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" answers. Examples of supporting documentation include: (i) Bidders List of DBE firms; (ii) list of sub-contract work elements possible under the prime contract; (iii) proof of contact with DBE firms as potential sub contractors (copies of invitations for bids/RFP, contact letters, faxes and telephone call sheets, etc.); (iv) copies of all procurement advertisements; and, (v) list of all sub contractors that submitted bids/RFP.*

Michael A. Fiore, Executive Vice President

Prime Contractor's Name and Title


 10/05/16
 Prime Contractor Official's Signature/ Date
Contact Phone # 814-946-3686

February 2016



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Leonard S. Fiore, Inc.		Project Name PH 1 CSO Storage Facility WWTP City of Cumberland	
Bid/ Proposal No. 01-10-WWTP	Assistance Agreement ID No. (if known)	Point of Contact Shawn Steward	
Address 5506 6th Ave Rear, Altoona, PA 16602			
Telephone No. 814-946-3686		Email Address ssteward@lsfiore.com	
Issuing/Funding Entity: EPA			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain: See Attached DBE Solicitations Attachment A			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

February 2016



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Michael A. Fiore
Title	Date
Executive Vice President	October 5, 2016

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

February 2016



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input checked="" type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

February 2016



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (e).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

February 2016



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

February 2016



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Lined area for reporting concerns regarding the above EPA-funded project.

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

To be Issued During Construction as Applicable

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



Regular Council Agenda
December 6, 2016

Description

Order authorizing the execution of an Engineering Services Agreement with Whitman, Requardt and Associates to provide services for the "78-inch Parallel Pipeline from Mill Race to CSO Storage Project" (19-16-S) for an amount not to exceed \$164,065.00. This award is contingent upon receipt of final approval from the MD Department of the Environment for the CSO Storage Facility Project.

Approval, Acceptance / Recommendation

It is the Engineering Department's recommendation to execute the Engineering Services Agreement with Whitman, Requardt and Associates (WRA) for the project "78-inch Parallel Pipeline from Mill Race to CSO Storage Facility" for the amount not to exceed \$164,065.00. This work will provide the Alignment Study and Preliminary Engineering Report for the installation of the 78-inch pipeline. This award to WRA is contingent upon receipt of final approval from the Maryland Department of the Environment for the CSO Storage Facility Project.

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

\$164,065.00

Source of Funding (if applicable)

MDE Loan

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the Mayor be and is hereby authorized to execute an Engineering Services Agreement by and between the Mayor and City Council of Cumberland and Whitman, Requardt and Associates, LLP, 801 S. Caroline Street, Baltimore, MD 21231, for the "78-inch Parallel Pipeline from Mill Race to CSO Storage Facility Project" (19-16-S), in the amount not to exceed One Hundred Sixty-four Thousand, Sixty-five Dollars and No Cents (\$164,065.00); and

BE IT FURTHER ORDERED, that the award of this project is contingent upon receipt of Concurrence and Award Approval from the Maryland Department of the Environment regarding the Cumberland CSO Storage Facility Project (01-10-WWTP).

Mayor Brian K. Grim

Source of Funding:
MDE Loan

ENGINEERING SERVICES AGREEMENT

BETWEEN

**MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND
ENGINEERING DEPARTMENT
57 NORTH LIBERTY STREET
CUMBERLAND, MD 21501-1702**

AND

**WHITMAN, REQUARDT AND ASSOCIATES, LLP
801 S. CAROLINE ST
BALTIMORE, MARYLAND 21231**

FOR

**CITY OF CUMBERLAND, MD
78-INCH PARALLEL PIPELINE FROM MILL RACE
ALIGNMENT STUDY AND PRELIMINARY ENGINEERING REPORT**

NOVEMBER 2016

ENGINEERING SERVICES AGREEMENT

AGREEMENT made by and between The Mayor and City Council of Cumberland, Maryland (the OWNER) and Whitman, Requardt and Associates, LLP (the ENGINEER) for professional engineering services, as hereinafter specified, in connection with the Owner's needs.

The engineering services to be performed under the terms of this Agreement are engineering services for the **City of Cumberland, MD 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report.**

SECTION 1 - SCOPE OF WORK

1.1 SCOPE OF WORK

The scope of work is as defined in **Attachment "A", Scope of Services for the City of Cumberland, MD 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report dated November 16, 2016**, hereby made part of this Agreement as an incorporated document as defined in Section 6 of this Agreement.

1.2 SCHEDULE

It is anticipated that the services shall be started on **January 1, 2017**. The schedule shall be as stipulated in **Attachment "A", Scope of Services for the City of Cumberland, MD 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report dated November 16, 2016**, adjusted for the actual date of the notice to proceed given by the Owner.

1.3 DURATION

It is anticipated that all the services associated with final design described herein will be completed by **July 1, 2017**, adjusted for the actual date of the notice to proceed given by the owner.

SECTION 2 - COMPENSATION AND PAYMENT

2.1 Method of Payment for Services

The OWNER will pay the ENGINEER for services performed under SECTION 1.0, the total of (1) all direct technical employee payroll times the factor of 2.34 to cover all travel and transportation costs, overhead and compensation, plus (2) the cost of reimbursable expenses, as defined hereinafter. Payroll costs to be multiplied by the factor include the salaries of engineers, architects, designers, CADD technicians, surveyors, inspectors, and other personnel assigned and contributing technical effort to the project.

Reimbursable expenses shall mean the expense of reproduction of documents, photographs, subcontractor costs, and similar items of direct expense.

Progress payments shall be made at approximately 4-week intervals based upon the services performed and shall be paid by OWNER within 30 days of their receipt.

2.2 Payment Limits

2.2.1 Payment to the Engineer for all services rendered in accordance with this Agreement (including reimbursable expenses) shall not exceed **\$164,065** for services as detailed in **Attachment "A", Scope of Services for the City of Cumberland, MD 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report.**

2.3 General

2.3.1 If the Agreement is terminated through no fault of the ENGINEER during any phase of basic services, the ENGINEER shall be compensated on the basis of billing charges, and shall be paid for services rendered to the date of termination.

2.3.2 In the event of such termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.

2.4 Access and Audit

The Engineer shall maintain books, records, documents, and other evidence directly pertinent to the performance under this agreement in accordance with accepted professional practice and with appropriate accounting procedures and practices, and shall make such materials available to the City of Cumberland and to the State of Maryland at all reasonable times during the period of this agreement and for three (3) years from the date of final payment.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Responsibility of Engineer

3.1.1 In performing professional services described in this AGREEMENT, the ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.1.2 The ENGINEER will employ registered professional engineers, duly licensed in the State of Maryland, in responsible charge of the work covered by the AGREEMENT.

3.1.3 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award and making of this AGREEMENT.

3.2 Responsibility of the Owner

During the performance of the engineering services, the OWNER will:

- A. Provide full information as to its requirements.
- B. Provide copies of applicable records of OWNER, including but not limited to reports, record drawings, city regulations, correspondence from regulatory agencies, and other pertinent data.
- C. Provide labor for operating the utility system facilities during evaluation and measurements performed by the ENGINEER, for excavating test pits and for providing access to observe equipment and underground utilities.
- D. Make arrangements for and accompany ENGINEER at meetings with other agents of the OWNER, his employees or other interested parties or regulatory entities.
- E. Provide the latest version of City-approved standards including standard specifications, details and CADD procedures.
- F. Examine documents submitted by ENGINEER and render timely decisions.
- G. Acquire the permits as required, including the CSX permit and the National Park Services special use permit, if required.
- H. Provide final copies of documents prepared by others for construction purposes.
- I. Give prompt written notice to ENGINEER whenever OWNER becomes aware of any defect in the project.

J. Legal services and advice on the project.

K. Payment for advertisement and bidding.

3.3 Termination

This AGREEMENT may be terminated by either party by five (5) days' written notice in the event substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, the ENGINEER shall be paid for expenses performed to the termination notice date, plus reasonable termination expenses (if termination is not the fault of the ENGINEER), including any unpaid reimbursable or subcontractor expenses.

3.4 Due Care

Services performed by the ENGINEER under this AGREEMENT will use that degree of care and skill ordinarily exercised under similar circumstances by professional engineers in this locale. No other warranty, either expressed or implied, is made in connection with the rendering of these professional services.

3.5 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over the competitive bidding and market conditions, the estimates of probable construction costs provided for herein are to be made on the basis of his experience and qualifications. The ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the project construction costs.

3.6 Indemnification and Insurance

3.6.1 Indemnification

The ENGINEER agrees that he shall indemnify and hold the OWNER, its employees and officers, from and against any and all damages, liabilities and expenses, including reasonable attorney's fees to the extent recoverable under applicable law, resulting from the negligent actions or omissions of the Engineer, its employees, agents, subcontractors, consultants, or subconsultants in performing the services under this Agreement.

3.6.2 Insurance

The ENGINEER shall provide insurance coverage for itself and all of its' employees, if any, used in connection with this Agreement as follows: Workmen's Compensation as required by prevailing laws, comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financial sound carrier and/or carriers and shall be subject to the reasonable approval of the City. The Engineer shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

3.7 Successors and Assigns

This Agreement, and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the OWNER and the Engineer, and their respective legal representatives, successors, and assigns.

3.8 Records

The Engineer shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and all other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds. Such records shall be made available for audit purpose to the OWNER or its authorized representatives upon request.

3.9 Reports and Information

The Engineer, at such time and in such form as the OWNER may require, shall furnish the OWNER such periodic reports as the OWNER may request pertaining to the work or services undertaken pursuant to this Agreement.

SECTION 4 - SPECIAL REQUIREMENTS

4.1 Discrimination

In the performance of this AGREEMENT the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4.2 Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, and other documents (the Documents) prepared, assembled or drafted by the Engineer under this Agreement are confidential, and the Engineer agrees that the Documents shall not be made available to anyone, without the prior written approval of the City. Furthermore, the Documents shall become the property of the OWNER.

4.3 Reuse of Documents

The Engineer does not represent that the documents which he has prepared are intended to be suitable for reuse by the City or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the user's sole risk.

4.4 Subcontractors

The ENGINEER shall not use any consultants, subconsultants, or subcontractors, except as indicated herein, to perform any of the services required under this Agreement without the prior written approval of the City.

4.5 Notices

Any notice which is required, or may be given in connection with this Agreement shall be addressed as follows:

The OWNER:

Mr. John J. DiFonzo P.E., Director of Engineering
City of Cumberland
57 N. Liberty St.
Cumberland, MD 21501-1702

The Engineer:

Dennis J. Hasson, P.E., BCEE, Partner
Whitman, Requardt and Associates, LLP
801 S. Caroline St.
Baltimore, Maryland 21231

4.6 Independent Contractor

The Engineer (and its employees and agents) is an independent contractor and not an employee or agent of the OWNER.

4.7 Oral Modifications

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

SECTION 5 - JURISDICTION

The parties agree that any and all disputes arising out of this AGREEMENT shall be resolved in accordance with the laws of the State of Maryland. The parties further agree to submit exclusively to the jurisdiction of the courts of the State of Maryland for resolution of such disputes.

SECTION 6 – INCORPORATED DOCUMENTS

6.1 This agreement incorporates the following appendices:

6.1.1 Attachment “A”: Attachment “A”, Scope of Services for the City of Cumberland, MD 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report dated November 16, 2016

6.1.2 Attachment “B”: WRA Multiplier Breakdown for this Project

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT on the dates set forth below in the City of Cumberland, Maryland.

Signed, Sealed and Delivered
In the presence of:

OWNER

THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MD

ATTEST

By: _____

By: _____
Brian K. Grim, Mayor

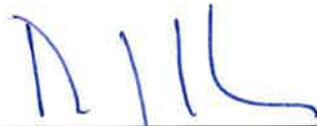
Date: _____

ENGINEER

WHITMAN, REQUARDT AND ASSOCIATES, LLP

ATTEST

By: 

By: 
Dennis J. Hasson, P.E., BCEE, Partner

Date: 11/16/16



EXHIBIT A

SCOPE OF SERVICES

City of Cumberland
 78-inch Parallel Pipeline From Mill Race
 Alignment Study and Preliminary Engineering Report
 November 16, 2016

BACKGROUND AND UNDERSTANDING

A new CSO pipeline from Mill Race will need to be installed to carry the overflows from the Mill Race facility to the CSO storage facility downstream. The 5 MG CSO Storage Facility is slated to be under construction in 2017. The pipeline from the Mill Race facility will become an integral part of the CSO control program in the City. The pipeline will carry the flows from the Mill Race facility, which currently experiences significant overflow volumes. The alignment of the pipeline is to generally follow the proposed C&O Canal Rewatering project. The C&O Canal Rewatering project is a project led by the Army Corps of Engineers and the National Park Service (NPS). The C&O Canal Rewatering project began near the Mill Race facility and involves rewatering of the C&O Canal, deepening of the canal bed and relocating/realignment of the canal in multiple locations. The canal location and realignment has been defined but the project was stalled. Coordination with the NPS will be integral to the alignment study for the proposed pipeline. It is assumed that the pipeline would be constructed regardless of the status of the C&O Canal Rewatering project. The pipeline can be either constructed concurrently with the C&O Canal Rewatering project or on its own.

Alignment of the CSO pipeline from Mill Race generally follows the C&O canal and crosses it in two locations as shown in the attached figure. The alignment requires relocation of multiple drains and culverts, some as large as 5 feet by 5 feet. These utilities were intended for relocation under the C&O Canal Rewatering project. The location of the CSO pipeline under this alignment will need to take into account the future location of the C&O canal to prevent future conflicts. The main advantages of this alternative include limited utility conflicts, limiting the depth of the proposed pipeline, and the resulting lower cost for the alternative. As a part of the alignment study, the proximity to the C&O canal and the Potomac River and associated permitting will be investigated. Major control structures and junction structures will also be evaluated, particularly connection of the Old Town Road and Elizabeth Street outfalls to the new 78-inch CSO pipeline.

The replacement of the 48-/54-inch pipeline will be required only if the C&O Canal Rewatering project moves forward; the C&O Canal relocation is in direct conflict with the existing 48-inch interceptor. Otherwise, the replacement of the existing interceptor by parallel installation with the 78-inch CSO pipeline may not be necessary. The Mill Race facility was designed with flexibility in case the 48-inch pipeline would be replaced. The design will evaluate either a parallel installation of both pipelines or a single installation of the 78-inch sewer. It is anticipated that the 48/54- inch sewer, if relocated, will be

Item # 12

constructed directly parallel with the new 78-inch without any deviation or alternate alignments for that pipeline.

Our Scope of Services includes the following parts:

PART 1	Project Management
PART 2	Data Acquisition/Field Review
PART 3	Finalization of Alignment
PART 4	Preliminary Engineering Report

SCOPE OF SERVICES

PART 1 Project Management

Project management will include coordination of the design team, in house meetings, meetings with the City, and coordination with the subconsultant. For the project, WRA has assumed three (3) meetings with the City.

Additionally, included in this task is the coordination with the NPS regarding the C&O Canal Rewatering project, the proposed alignment, and impact to existing and/or future NPS projects. Up to two (2) meetings with the NPS are assumed.

The finalized alignment alternative will also be presented to MDE for approval and comment, as a part of the Consent Order Long Term Control Plan. One (1) meeting with MDE is assumed for this project.

PART 2 Data Acquisition/Field Review

1. Gather and Review of Existing Data

The existing data such as as-built drawings, available GIS, surveys, CSO instantaneous flow information, flow volumes, etc, will be gathered as a part of this task. It is assumed that the City will assist in the gathering of certain information. Available published data regarding environmentally sensitive areas and road rights-of-way with adjacent properties will also be gathered.

2. Determination of Required Easements

WRA's subconsultant, Coughenour Surveying, will identify property locations and ownership to document the property acquisitions (ROW, Easements, etc) for the 78-inch CSO pipeline alignment. A deed mosaic will be created with the information gathered.

3. Field Visits

WRA will field walk the proposed alignment and collect valuable information that may not be documented elsewhere. The field visits will also serve to determine the environmental impacts and the need for permits, performed by our subconsultant Smith Planning and Design. Two (2) field walks are assumed under this task.

4. Utility Information

Utility companies will be contacted to obtain information regarding their facilities in the vicinity of the project to supplement the available City data.

5. *Permits*

A list of required permits will be generated. Particular attention will be given to the environmental and special use permits. For the alignment study, WRA's subconsultant, Smith Planning and Design, will identify and quantify the wetland/stream and forest areas impacted by the alignment. They will perform background research and review of the existing site conditions, national wetland inventory maps, aerial photographs and one (1) site visit. Project permits are expected to include:

- MDE Construction
- Grading, Erosion and Sediment Control
- Stormwater Management (exemption)
- Maintenance of Traffic
- Environmental Permitting
- Special Use Permit (NPS)

PART 3 Finalization of Alignment

1. *Alignment Drawings*

Applying the utility and right -of-way information gathered, plan view drawings at 1" = 50' will be produced to reflect the existing conditions and the proposed alignment. It is assumed that eight (8) plan view drawings will be produced. In areas of utility conflicts, cross sections or profiles will be created.

2. *Hydraulic Analysis, Installation Methods and Pipeline Materials*

CSO flow data, particularly as observed at Mill Race will be evaluated in detail to determine the appropriate pipeline hydraulics needed to carry the flow to the CSO storage facility at the WWTP. The evaluation will include the means to utilize the pipeline for in-line storage when needed.

Pipeline materials will be evaluated and considered for the project, including ductile iron, fiberglass, PVC, and concrete. Corrosion, strength, hydraulics, installation conditions and economics will be considered in the selection. In addition, where the alignment crosses the C&O canal or roadways, trenchless methods of installation will be considered, which may also require specific materials. Open cut installation will be utilized where possible, however, trenchless installation methods will be investigated.

PART 4 Preliminary Engineering Report (PER)

The Preliminary Engineering Report (PER) will document the findings of the alignment study and present a constructability review, construction sequencing, system operations, and preliminary construction costs for the alignment. The report will also summarize and address the data assembled, design standards and criteria, rights-of-way requirements, materials of construction, permit requirements, design and construction schedules, and other pertinent items for the recommended 78-inch CSO pipeline alignment. Full size preliminary drawings will be included in the PER and will include:

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Hydraulic Profile (1 sheet)
78-inch Pipeline Plan (8 sheets)
Control Structure Details (2 sheets)
Pipeline Alignment Sections and Profiles (3 sheets)

Eight (8) copies of the Draft report will be provided to the City for review. Upon receipt of the comments and a review meeting, review comments will be incorporated into a final report. Eight (8) copies of the Final report will be provided to the City.

SCHEDULE

The project is anticipated to be completed within 6 months from the Notice to Proceed date.

FEE SUMMARY

The summary of our fee as based on the 78-inch Parallel Pipeline From Mill Race Alignment Study and Preliminary Engineering Report, as described in our Scope of Services, is as follows:

Whitman, Requardt, and Associates, LLP	\$119,256
Subconsultants:	
Coughenour Surveying (16%)	\$26,000
Smith Planning and Design, LLC (MBE, 5%)	\$7,830
Pheonix Engineering, Inc. (WBE, 7%)	\$10,979
Subconsultants Total	\$44,809
TOTAL	\$164,065

ALIGNMENT



LEGEND

-  GRADE ELEVATION (APPROXIMATE BASED ON USGS)
-  EXISTING 48" / 54" INTERCEPTOR

-  PROPOSED 78" CSO INTERCEPTOR
-  JUNCTION STRUCTURE



Attachment B

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits,
and General Overhead

December 31, 2015

Whitman, Requardt and Associates, LLP

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To the Partners
Whitman, Requardt and Associates, LLP
Baltimore, Maryland

Report of Independent Auditors

Report on the Financial Statement

We have audited the accompanying statement of direct labor, fringe benefits, and general overhead of Whitman, Requardt and Associates, LLP (the Company) for the year ended December 31, 2015, and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and the fair presentation of a financial statement that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of Whitman, Requardt and Associates, LLP for the year ended December 31, 2015, in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations as described in Note 2.

8100 Sandpiper Circle, Suite 308, Baltimore, Maryland 21236
443-725-5395 Fax 443-725-5074
Website: www.Rowles.com

Report of Independent Auditors (Continued)

Basis of Accounting

We draw attention to Note 2 of the financial statement, which describes the basis of accounting. As described in Note 2, the financial statement is prepared by the Company in accordance with the financial reporting provisions of Part 31 of the Federal Acquisition Regulations, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirement of government agencies with whom the Company is contracted to do business. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 29, 2016, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Restriction on Use

Our report is intended solely for the use and information of management of the Company and government agencies that have entered into contracts requiring the cost principles of the Federal Acquisition Regulations and should not be used by anyone other than these specified parties.

Rowles & Company, LLP

Baltimore, Maryland
February 29, 2016

Whitman, Requardt and Associates, LLP

Statement of Direct Labor, Fringe Benefits, and General Overhead

Year Ended December 31, 2015

	Total costs	Unallowable costs	FAR reference Note 3	Allowable costs	Field office costs	Nonfield office costs
Direct labor	<u>\$ 41,509,479</u>	<u>\$ -</u>		<u>\$41,509,479</u>	<u>\$5,833,373</u>	<u>\$35,676,106</u>
Fringe benefits						
Employee recreation	\$ 416,526	\$ (363,543)	1, 2	\$ 52,983	\$ 7,444	\$ 45,539
Group insurance	4,189,285	-		4,189,285	588,595	3,600,690
Paid leave	4,365,007	-		4,365,007	416,902	3,948,105
Payroll taxes	4,516,739	-		4,516,739	634,602	3,882,137
Pension plans	1,460,691	(21,200)	3	1,439,491	202,248	1,237,243
Workers' compensation insurance	108,076	-		108,076	15,185	92,891
Total fringe benefits	<u>\$ 15,056,324</u>	<u>\$ (384,743)</u>		<u>\$ 14,671,581</u>	<u>\$ 1,864,976</u>	<u>\$ 12,806,605</u>
General overhead						
Advertising	\$ 92,386	\$ (92,386)	4	\$ -	\$ -	\$ -
Automobile	522,194	-		522,194	63,342	458,852
Building costs (rent)	4,388,611	(973,813)	5	3,414,798	414,215	3,000,583
Community service activities	28,402	-		28,402	3,445	24,957
Computer and CADD	2,151,433	-		2,151,433	260,969	1,890,464
Contributions	29,813	(29,813)	6	-	-	-
Depreciation	327,201	-		327,201	39,689	287,512
Direct selling	46,067	-		46,067	5,588	40,479
Dues and subscriptions	182,301	(15,457)	7	166,844	20,238	146,606
Education and seminars	169,556	-		169,556	20,567	148,989
Employee recruiting	150,790	-		150,790	18,291	132,499
Indirect labor	21,356,875	(2,429,968)	3, 4	18,926,907	2,276,890	16,650,017
Insurance	1,447,842	(111,284)	8	1,336,558	162,124	1,174,434
Miscellaneous	66,357	(13,923)	4	52,434	6,360	46,074
Office supplies	358,005	-		358,005	43,426	314,579
Parking	454,277	-		454,277	55,104	399,173
Postage	75,010	-		75,010	9,099	65,911
Professional development	147,540	-		147,540	17,897	129,643
Professional fees	1,254,220	-		1,254,220	152,137	1,102,083
Reference material	50,147	-		50,147	6,083	44,064
Relocation	31,946	-		31,946	3,875	28,071
Reproduction	387,874	-		387,874	47,049	340,825
Taxes	238,855	(3,575)	9	235,280	28,539	206,741
Telephone	280,180	-		280,180	33,986	246,194
Travel	466,083	-		466,083	56,536	409,547
Total general overhead	<u>\$ 34,703,965</u>	<u>\$(3,670,219)</u>		<u>\$ 31,033,746</u>	<u>\$ 3,745,449</u>	<u>\$ 27,288,297</u>
Total overhead	<u>\$ 49,760,289</u>	<u>\$(4,054,962)</u>		<u>\$ 45,705,327</u>	<u>\$ 5,610,425</u>	<u>\$ 40,094,902</u>
Percentage of direct labor				<u>110.11%</u>	<u>96.18%</u>	<u>112.39%</u>

The accompanying notes are an integral part of this financial statement.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement

1. **The Company**

Whitman, Requardt and Associates, LLP (the Company) provides a full range of engineering, architectural, design, planning, and construction management services to governmental, educational, institutional, and private sector clients. Organized in 1915, the Company is headquartered in Baltimore, Maryland, and has 20 other offices in Delaware, Maine, Maryland, North Carolina, Pennsylvania, Tennessee, Texas, and Virginia.

2. **Accounting Policies and Systems**

The accompanying statement of direct labor, fringe benefits, and general overhead is prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations (FAR) and the *Uniform Audit & Accounting Guide* of the American Association of State Highway and Transportation Officials (AASHTO). Accordingly, the accompanying statement is not intended to present the results of operations of the Company in conformity with accounting principles generally accepted in the United States of America.

The Company maintains its accounting records using the accrual method of accounting conforming to general practices in the engineering services industry. It uses a job-order cost accounting system to record and accumulate costs incurred for its contracts. The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system. The Company reports its overhead rate on a company-wide basis using a single base of direct labor.

Direct labor and other direct costs are charged to the project for which the cost was incurred. Travel, lodging, reproduction, and postage are generally included in costs charged directly to the projects.

Direct labor is allocated to field offices by specific identification of individuals performing services. Fringe benefits are allocated to field offices based on direct labor. Indirect labor costs are allocated to field offices by specific identification of individuals performing services plus an allocation of support labor costs based on the ratio of field labor costs to total labor costs. General overhead is allocated to field offices based on total labor.

Management evaluated subsequent events through February 29, 2016, the date the financial statement was available to be issued.

3. **Unallowable Costs**

The adjustments made to the financial statement for unallowable costs under sections of FAR are as follows:

- (1) 31.205-51 – Amounts charged for alcoholic beverages are unallowable.
- (2) 31.205-14 – Amounts charged for amusement and social activities are unallowable.
- (3) 31.205-6(p) – Amounts charged for compensation of certain employees in excess of benchmark compensation amounts applicable for the employees are unallowable.
- (4) 31.205-1(f) – Costs of promotional material, advertising, trade shows, and promotional events are unallowable.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement (Continued)

3. **Unallowable Costs** (Continued)

- (5) 31.205-36(b)(3) – Amounts charged for rent for property between organizations under common control in excess of the normal costs of ownership are unallowable.
- (6) 31.205-8 – Amounts charged for contributions or donations are unallowable.
- (7) 31.205-22 – Cost of lobbying is unallowable.
- (8) 31.205-19 – Amounts charged for the cost of insurance on the lives of partners are unallowable.
- (9) 31.205-15 – Costs of fines and penalties are unallowable.

4. **Labor Costs**

Project labor

The Company charges labor costs to projects using actual hourly rates paid to employees.

Paid time off

Employees earn leave time, including vacation and sick leave, each pay period at rates prescribed by their tenure. They may carry forward up to 200 hours per year. Compensation for hours exceeding the carryover, and at termination, is paid at the employees' current rate. Certain management personnel are not eligible to accrue leave.

Paid overtime

The premium portion of paid overtime is included in indirect labor in general overhead.

Uncompensated overtime

All employees are paid on an hourly basis; therefore, all employees are compensated for overtime worked.

Contract labor

In limited circumstances, the Company uses contract labor for engineering services, and bills for this labor as a subcontracting cost. These laborers are not considered employees and their compensation is not included in the direct labor base.

Executive compensation

The Company performs an analysis of activities performed by the partners and other executives in accordance with Chapter 7 of the *Uniform Audit & Accounting Guide* of AASHTO and computes reasonable compensation for these executives using the National Compensation Matrix developed by the Federal Highway Administration. The reasonable compensation developed using the matrix indicated maximum compensation of approximately \$400,000 to \$705,000, depending on management positions. Executive compensation under Federal Statutes 10 U.S.C. 2324(e)(1)(P) and 41 U.S.C. 4304(a)(16) is limited to \$487,000 for all Federal contracts executed after June 23, 2014. Executive compensation of \$2,411,142 was determined to be unallowable.

Whitman, Requardt and Associates, LLP

Notes to Financial Statement (Continued)

5. **Property and Equipment**

Property and equipment owned by the Company are depreciated over the estimated useful lives of the assets using the straight-line and accelerated methods. The Company leases office facilities and equipment under operating leases. Depreciation and lease payments are included in overhead as incurred.

The Company leases 285 spaces in a parking garage under an agreement with the City of Baltimore. The agreement is for 20 years, provides for an option to lease additional spaces, and has a renewal option.

The Company leases office space from unrelated parties in Virginia, Pennsylvania, Tennessee, Delaware, Maine, Maryland, North Carolina, and Texas under operating leases that expire through December 2020, and have available renewal options.

The Company also leases computers, office equipment, and vehicles under operating leases that expire at various dates through May 2019.

6. **Related-Party Transactions**

The Company leases a building in Baltimore, Maryland from a separate company that is under common control of certain partners of the Company. Rent expense in excess of specified operating costs including facilities capital cost of money (FCCM) is unallowable.

7. **Retirement Plans**

Defined benefit plan

The Company has a defined benefit pension plan. Each year, the Company contributes an amount to the plan which is actuarially determined. Effective November 1, 1993, benefit accruals were frozen. No contributions are made to the plan by the plan participants. The Company contributed \$381,000 to the plan for the year ended December 31, 2015.

401(k) plan

The Company also has a profit sharing plan qualifying under Section 401(k) of the Internal Revenue Code for eligible employees. The Company matches 50% of each employee's annual contribution up to 4% of compensation. The Company may also make annual discretionary contributions that are allocated to eligible plan participants. Company contributions for the year ended December 31, 2015, were \$919,466.

Deferred compensation plan

The Company has a nonqualified deferred compensation plan covering certain employees. Payment of future benefits is being funded through life insurance policies on the lives of the respective employees. The Company makes contributions to the plan as determined by the plan's administrator and recognizes deferred compensation expense as incurred. Deferred compensation expense was \$35,591 for the year ended December 31, 2015.



To the Partners
Whitman, Requardt and Associates, LLP
Baltimore, Maryland

**Report of Independent Auditors on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of a Financial Statement
Performed in Accordance with *Government Auditing Standards***

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the statement of direct labor, fringe benefits, and general overhead, (the financial statement) of Whitman, Requardt and Associates, LLP (the Company) for the year ended December 31, 2015, and the related notes to the financial statement and have issued our report thereon dated February 29, 2016, which contains a description of the basis of accounting prescribed by Part 31 of the Federal Acquisition Regulations, which differs from accounting principles generally accepted in the United States of America.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statement, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility a material misstatement of the Company's financial statement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, and contracts, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

8100 Sandpiper Circle, Suite 308, Baltimore, Maryland 21236
443-725-5395 Fax 443-725-5074
Website: www.Rowles.com

**Report of Independent Auditors on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of a Financial Statement
Performed in Accordance with *Government Auditing Standards* (Continued)**

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowles & Company, LLP

Baltimore, Maryland
February 29, 2016



Regular Council Agenda
December 6, 2016

Description

Order rescinding the current Internet Access and Internet E-mail Policy and the current City-Owned Computer Use Policy and adopting a revised Computer and Internet Use Policy to update and combine the two prior policies

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 6, 2016

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

WHEREAS, a City of Cumberland Acceptable Use Police for Internet Access and Internet E-mail was adopted on October 12, 1999 by Order No. 23,164; and

WHEREAS, a City of Cumberland City-Owned Computer Use Policy was adopted on January 16, 2001 by Order No. 23,444; and

WHEREAS, the Mayor and City Council wish to update and combine these policies;

NOW, THEREFORE BE IT ORDERED, THAT,

Order Nos. 23,164 and 23,444 be and are hereby rescinded; and

BE IT FURTHER ORDERED, that the attached City of Cumberland Computer and Internet Use Policy be and is hereby approved and effective this date.

Mayor Brian K. Grim

CITY OF CUMBERLAND, MARYLAND

COMPUTER AND INTERNET USE POLICY

Effective _____, 2016

Statement of Purpose

Access to City of Cumberland technical resources, including, but not limited to, computers, software, network applications, Internet, email and other technology based services, has been provided to public officials and staff for the benefit of the City of Cumberland and its residents. Every public official and staff member has the responsibility to use city technology in a professional manner and consistent with their elected and appointed responsibilities. The purpose of such advanced communications technology is to assist public officials and staff members in presenting a more efficient and advanced level of government services to the city.

Use of Technology

This policy applies to all City of Cumberland employees and elected officials. For the purposes of this policy, “employee” shall mean both employee and elected officials.

Computer, network, Internet, and email access is provided to employees upon approval by the department manager or City Administrator. Access requires signing an *Acceptable Use Agreement* found at the end of this policy.

For the purposes of this policy, “computer/Internet resources” mean all City of Cumberland owned or managed computer-related equipment, computer systems, and interconnecting networks, as well as all information contained therein; as well as the Internet and email.

Individual users of the City of Cumberland computer/Internet resources are responsible for their behavior and communications in the use of such technology. Employees will comply with city policy and procedures contained in this policy.

Unacceptable Uses

Unacceptable uses of City of Cumberland computer resources include:

- Violation of the privacy of other users and their data. For example, users shall not intentionally seek information on, obtain copies of, or modify files, other data or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user.
- Use for illegal or unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission of violent, threatening, defrauding, obscene or otherwise illegal or unlawful materials.

- Violation of the legal protection provided by copyright and licensing laws applied to programs and data.
- Violation of the integrity of computing systems. For example, users shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
- Malicious or disruptive use, including use of city computer resources in a manner that precludes or significantly hampers its use by others. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and use of city computer resources to make unauthorized entry to any other machine accessible via the network.
- Visiting Internet sites that contain obscene, pornographic, hateful or other objectionable materials.
- Sending any material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person.
- Use in conjunction with for-profit activities.
- Use in conjunction with illegal purposes.
- Releasing untrue, distorted, or confidential information regarding City of Cumberland business.
- Downloading executable software except for software cleared with Management Information Systems Department (MIS).
- Misrepresentation of one's self, an agency, or the City of Cumberland when using city computer resources.

Security

MIS will grant access as appropriate for each user. MIS and the department manager will base each access on the employee's need.

Once an employee receives a user ID to access the city computer resources, they are responsible for all actions taken by that user ID. Since each user's access is unique, it is not recommended that an employee share his/her user ID and password with another person. In the event that an employee shares a user ID and password, that employee will be equally responsible for the actions of the person using their ID.

Monitoring

The City of Cumberland may have cause to monitor employee usage of computer/Internet resources to ensure proper working order, appropriate use by employees, and the security of City of Cumberland data. The City has the right to access each and any computer at any time. Users of city computer/Internet resources are therefore advised of this potential monitoring and agree to this practice.

Education

To promote the efficient use and to avoid misuse of city computer resources, a copy of this policy statement will be distributed to all employees having access to computer/Internet resources. Employees should familiarize themselves with the contents of this policy. Each department manager is responsible for the activity of his employees and for ensuring that his employees are familiar with this policy.

Should a violation of this policy occur, the individual who committed the violation shall be personally liable for his actions. Lack of knowledge of or familiarity with this policy shall not release an individual from such liability.

Personal use

Personal use of systems is permissible within reasonable limits as determined by the departmental manager as long as it does not interfere with or conflict with business use. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. It will be the discretion of the department manager if personal use of computer/Internet resources is affecting work performance.

Enforcement

Employees who violate any of the guidelines set in the policy will lose their access privileges at the direction of the City Administrator.

Failure to comply with this policy may constitute grounds for disciplinary action. Depending on the severity of the violation, employees may be subject to disciplinary action from written warnings through to employee termination. The City of Cumberland also retains the right to report any illegal violations to the appropriate authorities.

Disclaimer

The City of Cumberland will not be responsible for any misuse of City of Cumberland computer/Internet resources. Persons found to be misusing the City of Cumberland's computer/Internet resources will be responsible for any costs or damages sustained by the City of Cumberland or a third party and those persons will be required to indemnify the City of Cumberland for any claim against the City of Cumberland by a third party.

**EMPLOYEE AGREEMENT ON ACCEPTABLE USE OF CITY
COMPUTER/INTERNET RESOURCES**

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the City of Cumberland's computer resources. I understand that I have no expectation of privacy when I use any of the computer/Internet resources. I understand that the City may access each and any computer at any time. I am aware that violations of this guideline on appropriate use computer resources may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of computer/Internet resources may reflect on the image of the City of Cumberland to our customers and suppliers and that I have responsibility to maintain a positive representation of the City. Furthermore, I understand that this policy can be amended at any time.

Date _____

[Signature]

[Printed name]

#23,164

Cumberland, Md., October 12 19 99

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

That the attached City of Cumberland Internet Usage Policy be and is hereby adopted effective this date.


MAYOR

OCT 1 4 1999

City of Cumberland

Acceptable Use Policy

For Internet Access and Internet E-mail

POLICY STATEMENT

The City of Cumberland provides employees and elected officials with access to the Internet for business purposes. The City of Cumberland recognizes that the Internet is a valuable resource in the provision of government services.

INTRODUCTION

The expansion of telecommunications and the interconnection of computers have increased the number and variety of resources available to people everywhere. The Internet is a powerful educational, research-oriented, communications resource, which allows a computer user to find information and communicate on a worldwide electronic network of computers. This unprecedented, worldwide resource is available to City of Cumberland employees to enrich the government services they provide.

PURPOSE

Access to Internet-related systems enables employees and elected officials to gather information relevant to the City of Cumberland's business from external sources; and to provide information to residents, potential residents, businesses, customers and suppliers, as well as business prospects. It is important that users of the City of Cumberland system understand that Internet access is a privilege, and failing to adhere to the guidelines that this policy establishes may revoke its use.

This policy outlines the City of Cumberland's guidelines regarding acceptable Internet and Internet Electronic Mail (E-mail) usage.

SCOPE

This policy applies to all the City of Cumberland's employees and elected officials. For the purposes of this policy, "employee" means both employees and elected officials.

Employees have access to these systems consistent with the requirements of their job, and are encouraged to use the systems. Within and between organizations, e-mail can be an effective tool that helps break down barriers to communication and promotes the free exchange of information and ideas.

"Internet" means all activities undertaken through the City of Cumberland's Internet resources including electronic mail and browsing external web sites unless otherwise specified.

ACCESS

Internet and Internet E-mail access is provided to an employee upon approval by the department manager.

It is the responsibility of the manager of each department to assess employee needs when granting access and periodically to determine whether continued access is necessary. The employee's Manager should submit requests for removal of access rights to the Department of Management Information Systems (MIS).

Internet access requires signing an *Acceptable Use Agreement*.

GENERAL PRINCIPLES

I. Ownership

City of Cumberland provided Internet/Intranet and E-mail privileges, like computer systems and networks, are considered City of Cumberland resources and are intended for business use only.

II. Privacy of communications

Due to the inherent characteristics of e-mail systems, correspondence via Internet E-mail is NOT guaranteed to be private. While this policy document is in part intended to promote secure and private e-mail communications, an employee's rights while accessing the Internet by use of City of Cumberland property does not include the right to privacy. The City of Cumberland reserves the express right to monitor, in any way, the activities of the employee while accessing the Internet.

Notwithstanding technical limitations, e-mail is considered in this policy to be private communication between the sender and the recipient.

Accessing another individual's e-mail for unspecified purposes such as satisfying one's curiosity is strictly forbidden.

III. Monitoring

The City of Cumberland has no obligation to monitor or regulate the materials posted or distributed by employees, but may have cause to monitor employee usage to ensure proper working order, appropriate use by employees, and the security of City of Cumberland data. Routine "surveillance" of e-mail will be conducted only to the extent that just cause has been reasonably demonstrated, such as that which is required by law, or by legal obligations to third parties, or to protect its interests in the event of reasonable suspicion of crime or misuse, for example.

The City of Cumberland has the right to monitor Internet activity as directed by the City Administrator through any means it deems necessary to maintain the integrity of the system.

IV. Personal use

Personal use of systems is permissible within reasonable limits as determined by the departmental manager as long as it does not interfere with or conflict with business use. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. It will be the sole discretion of the department manager if personal use of the Internet is affecting work performance.

V. **Downloading**

Downloading of non-executable files for business use is permitted. These would include reports, adobe pdf files, information flyers, etc., from other institutions or government agencies that may be useful to the City of Cumberland.

Executable software, such as downloadable screen savers - demo software - or software upgrades (excluding anti virus updates that are approved by Management Information Systems), should not be downloaded without first consulting with Management Information Systems staff. This type of software may contain viruses, which could harm the City of Cumberland's network. If such a file is required, it may be done by Management Information Systems who can check the file for any infection.

VI. **Unacceptable use of Internet-related systems**

Communications and Internet access should be conducted in a responsible and professional manner reflecting the City of Cumberland's commitment to honest, ethical and non-discriminatory business practice.

In furtherance of these goals the following guidelines shall apply:

- **Employees shall not** visit Internet sites that contain obscene, pornographic, hateful or other objectionable materials; and shall not send or receive any material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person. Because the Internet is a global network, it is impractical to control the content available to any one user. There exists, and you may likely discover, information that is inappropriate, controversial, or obscene. The city promotes the responsible use of the information that exists on the Internet. By the provision of an access point to the Internet, the city is committed to the belief that the value of the tool outweighs the risks that users may access material that is not consistent with the city's mission of providing quality government services. Repeated access to inappropriate sites will result in the revocation of a user's Internet access.
- **Employees shall not** conduct any type of personal business enterprise whether for profit or non-profit, in accordance with the principles of ALLCONET and SAILOR, the city's Internet gateway.
- **Employees shall not** use or permit the use of the Internet or E-mail for any illegal purpose.
- **Employees shall not** make or post indecent remarks, proposals, or materials.
- **Employees shall not** release untrue, distorted, or confidential information regarding City of Cumberland business.
- **Employees shall not** upload, download, or otherwise transmit commercial

software or any copyrighted materials, except to the extent expressly permitted by the copyright owner.

- **Employees shall not** download any executable software, except for approved anti-virus updates and other software cleared with Management Information Systems.
- **Employees shall not** intentionally interfere with the normal operation of the network, including the propagation of computer viruses and sustained high volume network traffic, which substantially hinders others in their use of the network.
- **Employees shall not** examine, change, or use another person's files, output, or user name without explicit authorization.
- **Employees shall not** connect unauthorized equipment to the network for any purpose inconsistent with the business purpose of the City of Cumberland.
- **Employees shall not** use the City of Cumberland network to gain unauthorized access to any computer system.

VII. **Education**

To promote the efficient use and to avoid misuse of Internet-related features, a copy of this policy statement will be distributed to all employees having access to Internet-related systems. Employees should familiarize themselves with the contents of this policy.

VIII. **Enforcement**

Employees who violate any of the guidelines set in the policy will lose their access privileges at the direction of the City Administrator.

Depending on the severity of the violation, employees may be subject to disciplinary action from written warnings through to employee termination. The City of Cumberland also retains the right to report any illegal violations to the appropriate authorities.

IX. **Disclaimer**

Authorized individuals should use discretion/caution in communication with others on the Internet. The City of Cumberland assumes no responsibility for any personal losses you may incur while using the Internet.

The City of Cumberland will not be responsible for any misuse of City of Cumberland Internet-related systems. Persons found to be misusing the City of Cumberland's Internet-related systems will be responsible for any costs or damages sustained by the City of Cumberland or a third party and those persons will be required to indemnify the City of Cumberland for any claim against the City of Cumberland by a third party.

ACCEPTABLE USE AGREEMENT OF THE INTERNET

(Sign this form and return to the Management Information Systems department)

The following form must be read and signed by you for the City of Cumberland to allow access to the City of Cumberland Internet System. By signing this *Acceptable Use Agreement* I agree to abide by the following restrictions. I have read, understand and agree to abide with the material in the City of Cumberland Internet Usage Policy. I have been advised that the City of Cumberland does not have control of the information on the Internet. Sites accessible via the Internet may contain material that is potentially illegal, defamatory, inaccurate, obscene and/or offensive to some people. The access provided to the Internet by the City of Cumberland is specific to the authorized users in the City of Cumberland Internet Usage Policy. All usage by persons not authorized in the policy is prohibited. The City of Cumberland is not responsible for nor does it condone usage by your spouse, children, or others that may gain access to the City of Cumberland Internet system. In addition, the City of Cumberland makes no warranties with respect to the Internet access, and it specifically assumes no responsibilities for:

1. The content of any advice or information received by a user from a source outside the City of Cumberland, or any costs or charges incurred as a result of seeing or accepting such advice.
2. Any costs, liability or damages caused by the way the user chooses to use his/her Internet access. While the City of Cumberland supports the privacy of electronic mail, users must understand that this cannot be guaranteed.

By signing this form I agree to the following terms:

1. My use of the City of Cumberland's Internet system must be consistent with the City of Cumberland's primary goals.
2. I will not use the City of Cumberland network for illegal purposes of any kind.
3. I will not use the City of Cumberland network to transmit threatening, obscene, or harassing materials.
4. I will not use the City of Cumberland network to interfere with or disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and viruses, and using the network to make unauthorized entry to any other machine accessible via the network.

Applicant Signature: _____

(Print Last, First MI): _____

Date I/S Acceptance: _____

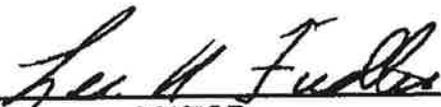
Date: _____

Order No. 23,444

Cumberland, MD, January 16, 2001

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

That the attached City of Cumberland City Owned Computer Use Policy be and is hereby adopted effective this date.



MAYOR

CITY OF CUMBERLAND, MARYLAND

CITY OWNED COMPUTER USE POLICY

Introduction

The City of Cumberland's computer and information network is a continually growing and changing resource that supports many users and systems. These resources are vital for the provision of government services to Cumberland citizens. In order to ensure a reasonable and dependable level of service, it is essential that each employee and elected official must exercise responsible, ethical behavior when using these resources.

Scope

This policy applies to employees and elected officials of the City of Cumberland and to the use of any and all City of Cumberland owned or managed computer-related equipment, computer systems, and interconnecting networks, as well as all information contained therein. For the purposes of this policy, "employee" means both employees and elected officials.

For the purposes of this policy, "computer resources" mean all City of Cumberland owned or managed computer-related equipment, computer systems, and interconnecting networks, as well as all information contained therein.

Unacceptable Uses

Unacceptable uses of City of Cumberland computer resources include:

- Violation of the privacy of other users and their data. For example, users shall not intentionally seek information on, obtain copies of, or modify files, other data or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user.
- Use for illegal or unlawful, or immoral purposes or to support or assist such purposes. Examples of this would be the transmission of violent, threatening, defrauding, obscene or otherwise illegal or unlawful materials.
- Violation of the legal protection provided by copyright and licensing laws applied to programs and data.
- Violation of the integrity of computing systems. For example, users shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
- Malicious or disruptive use, including use of city computer resources in a manner that precludes or significantly hampers its use by others. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and use of city computer resources to make unauthorized entry to any other machine accessible via the network.

- Use of city computer resources for recreational games.
- Display of materials that may be interpreted as harassing to specific individuals, or a class of individuals.
- Use in conjunction with for-profit activities.
- Misrepresentation of one's self, an agency, or the City of Cumberland when using city computer resources.

Security

The MIS Department grants access as appropriate for each user. MIS and the department manager will base each access on the employee's need.

Once an employee receives a user ID to access the city computer resources, they are responsible for all actions taken by that user ID. Since each user's access is unique, it is not recommended that an employee share his/her user ID and password with another person. In the event that an employee shares a user ID and password, that employee will be equally responsible for the actions of the person using their ID.

Monitoring

The MIS Department will implement and enforce administrative procedures to assure the internal security of computerized data and networks. The City of Cumberland may have cause to monitor employee usage to ensure proper working order, appropriate use by employees, and the security of City of Cumberland data. The City has the right to access each and any computer at any time. Users of city computer resources are therefore advised of this potential monitoring and agree to this practice.

Education

To promote the efficient use and to avoid misuse of city computer resources, a copy of this policy statement will be distributed to all employees having access to computer systems. Employees should familiarize themselves with the contents of this policy. Each department manager is responsible for the activity of its employees and for ensuring that its employees are familiar with this policy.

Should a violation of this policy occur, the individual who committed the violation shall be personally liable for his/her actions. Lack of knowledge of or familiarity with this policy shall not release an individual from such liability.

Enforcement

Each department manager is responsible for the activity of its employees and for ensuring that its employees are familiar with this policy. Failure to comply with this policy may constitute grounds for disciplinary action. Depending on the severity of the violation, employees may be subject to disciplinary action from written warnings through to

employee termination. The City of Cumberland also retains the right to report any illegal violations to the appropriate authorities.

Disclaimer

The City of Cumberland will not be responsible for any misuse of City of Cumberland computer systems. Persons found to be misusing the City of Cumberland's computer systems will be responsible for any costs or damages sustained by the City of Cumberland or a third party and those persons will be required to indemnify the City of Cumberland for any claim against the City of Cumberland by a third party.

EMPLOYEE AGREEMENT ON USE OF CITY COMPUTER RESOURCES

I have read, understand, and agree to comply with the foregoing policies, rules, and conditions governing the use of the City of Cumberland's computer resources. I understand that I have no expectation of privacy when I use any of the computer resources. I understand that the City may access each and any computer at any time. I am aware that violations of this guideline on appropriate use computer resources may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of computer resources may reflect on the image of the City of Cumberland to our customers and suppliers and that I have responsibility to maintain a positive representation of the City. Furthermore, I understand that this policy can be amended at any time.

Date _____

[Signature]

[Printed name]

[For MIS use only]



Regular Council Agenda
December 6, 2016

Description

Order approving a revised Table of Organization to reorganize the Department of Community Development

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 6, 2016

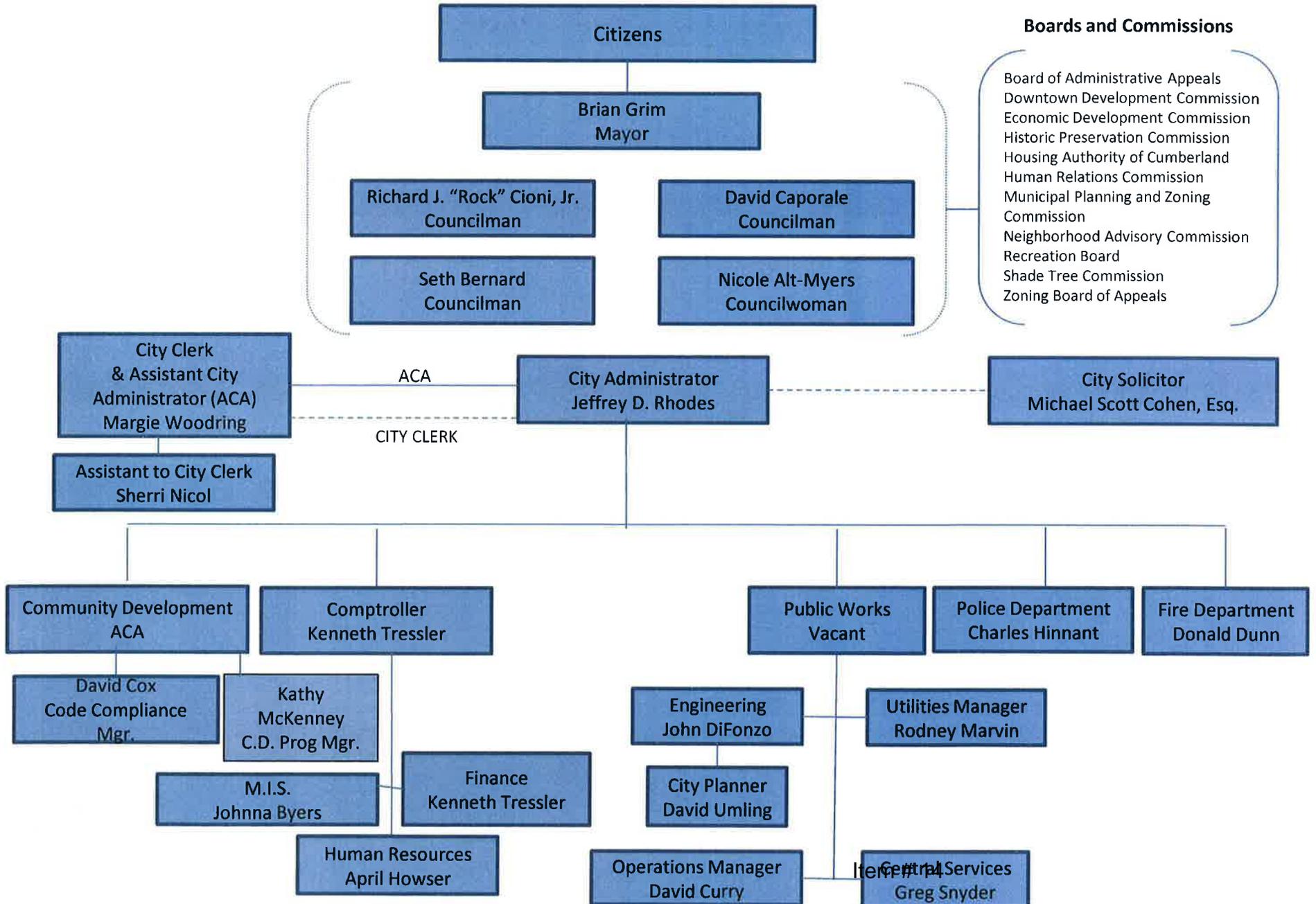
ORDERED, By the Mayor and City Council of Cumberland, Maryland

THAT, the Table of Organization be and is hereby amended to per the attached organizational chart.

Mayor Brian K. Grim

**Attachment I*

City of Cumberland Organizational Chart





Regular Council Agenda
December 6, 2016

Description

Order approving appropriations and transfers for Fiscal Year 2015-2016

Approval, Acceptance / Recommendation

Budgeted

1st Reading

2nd Reading

3rd Reading

Value of Award (if applicable)

Source of Funding (if applicable)

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

ORDER NO. _____

DATE: December 6, 2016

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

THAT, the following appropriations and transfers be and are hereby approved for
 Fiscal Year 2015-2016.

	Original Budget	Revised Ammended Budget	Ordinance Changes
Revenues			
Taxes	\$ 10,476,987	\$ 10,476,987	\$ -
Licenses & Permits	172,700	172,700	-
Intergovernmental	3,055,404	3,055,404	-
Charges for Services	1,591,428	1,591,428	-
Fines & Forfeitures	2,000	2,000	-
Interest	6,050	6,050	-
Miscellaneous	620,374	620,374	-
Financing Proceeds	1,289,000	4,789,000	3,500,000
Interfund Transfers	4,396,705	3,796,705	(600,000)
Total Revenue	21,610,648	24,510,648	2,900,000
Expenditures			
General Government	1,684,034	1,739,034	55,000
Public Safety	11,028,402	10,938,402	(90,000)
Public Works	3,234,761	2,734,761	(500,000)
Recreation	1,226,544	846,544	(380,000)
Community Dev & Housing	1,472,161	3,652,161	2,180,000
Debt Service	1,598,738	1,748,738	150,000
Operating Transfers	863,116	1,493,116	630,000
Demolition Costs	-	250,000	250,000
Total Expenditures	21,107,756	23,402,756	2,295,000
Surplus	\$ 502,892	\$ 1,107,892	\$ 605,000

 Mayor Brian K. Grim

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