



**TOWN COUNCIL INFORMATIONAL  
WORK SESSION AGENDA**

**April 11, 2023  
Starting at 6:00 PM**

**I. Call to Order and Roll Call**

**II. Pledge of Allegiance**

**III. Informational discussion on the following:**

- 1) Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Headworks RFP
- 2) CBWRTP Spare Pump Replacement
- 3) CBWRTP Security Upgrades
- 4) Chesapeake Beach Water Park Security Upgrades
- 5) Richfield Station Saddle replacement Phase I

**IV. Council Lightning Round**

**V. Closed Session** A motion to close the work session under the Statutory Authority of the Md. Annotated Code, pursuant to General Provisions Article, §3-305(b), subsection (7) “to consult with Counsel to obtain legal advice.”

**VI. Adjournment**

**8200 BAYSIDE ROAD, P.O. BOX 400 CHESAPEAKE BEACH, MARYLAND 20732**

**(410) 257-2230**

**(301) 855-8398**



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator  
Josh Stinnett, Superintendent CBWRTP

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Headworks Design

**Date: April 6, 2023**

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## **I. BACKGROUND:**

The Town released an RFP for the Water Reclamation Headworks Design project on February 21, 2023. A notice was placed in eMaryland Marketplace Advantage via Bid # **BPM035978** and sent to 35 contractors completing work in the State of Maryland under the Engineering and Design services for Treatment Plants. Engineers on the Town's bidding list also received the RFP.

The Town held a mandatory pre-bid meeting on March 9, 2023, at 9:00 AM in which two bidders were present.

## **II. PROJECT GOALS:**

- Design an expanded headworks facility in the existing treatment plant.
- Design is in connection with the CWRTTP headworks improvement project to clean and repair the existing bar screen, install a new in-line grit removal equipment, upgrade existing pumps, replace existing pump discharge piping and fittings, increase the existing wet well capacity by removing concrete infill in the wet well, provide access ladder to the wet well landing, provide painting and install a bypass wet well at the Chesapeake Beach WRTP.

## **III. NEXT STEPS:**

Town staff is reviewing the one proposal received from MCCRONE as attached Exhibit A and will bring any recommendation back to Town Council.

# Technical Proposal

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**Town of Chesapeake Beach**

**Town of Chesapeake Beach Headworks  
Improvement Project**

Prepared by:

**Design Teams, Inc. / McCrone**

20 Ridgely Ave

Annapolis, Maryland 21401

410.267.8621

April 3, 2023

# MSCRONK

ENGINEERS ■ SURVEYORS ■ PLANNERS

April 3, 2023

Town of Chesapeake Beach  
8200 Bayside Road  
P.O. Box 400  
Chesapeake Beach, MD 20732  
Attn. Brittany Moran, Treasurer

Reference: Town of Chesapeake Beach Headworks Improvement Project –  
RFP # CBWRTP01

Ms. Moran:

McCrone is pleased to provide the Town of Chesapeake Beach with this response to the Request for Proposals for the Headworks Improvement Project. We hereby acknowledge Addendum 1.

McCrone is interested in providing professional services from design through construction for this project because it is the type of project that McCrone and its team have direct experience with. That experience will lead to a project that helps the Town achieve its goals with minimal surprises. McCrone and its project team have familiarity with USDA as a funding source, as well as arsenic treatment systems, SCADA systems, water meter projects, new wells in the area, parallel water mains in existing service areas, and the permitting processes to get these projects approved by the applicable local and State agencies. Additionally, McCrone's staff are used to working on a project throughout all of its phases: from study to design/permitting to bidding to construction and through post-construction. The Town will see a consistent face from McCrone for a project; it won't change as the project moves from design to bidding to construction. This consistency results in an efficient project that runs smoothly during construction.

McCrone has put together this proposal to document its experience in key areas.

- I. Professional Qualifications
- II. Past Involvement with Similar Projects
- III. Proposed Work Plan
- IV. Fee Proposal (in separate sealed envelope)
- V. Authorized Person and Primary Contact Information for Proposal
- VI. Attachments

McCrone looks forward to working with the Town. Please contact me if you have any questions about this proposal. I can be reached at 410.267.8621 x1003 or [rsell@mccrone-engineering.com](mailto:rsell@mccrone-engineering.com).

Sincerely,



R. M. Sill, P.E.  
Principal

# I. Professional Qualifications

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## **Introduction**

McCrone is an incorporated, multi-disciplined engineering firm headquartered at 20 Ridgely Avenue, Suite 201, Annapolis, MD 21401 and licensed to do work in the State of Maryland. In addition to our Annapolis office, McCrone has offices in Centreville, Salisbury, and Elkton, Maryland. We offer a full range of engineering services including water and wastewater utility design, residential / commercial / industrial land development design and land surveying. In October of 2020, McCrone acquired Hartwell Engineering, Inc., to be a part of our team and provide complete electrical and mechanical engineering support. McCrone and Hartwell have teamed together for hundreds of projects over the last 25 years and are excited to now be on the same team. Hartwell Engineering is also located in our Annapolis office.

While all of the work on this project is scheduled to be done in our Annapolis office, where our water and wastewater group is located, we do have the capability to bring in engineers from our other offices if needed. Our Annapolis and other offices also provide survey services, which could be utilized on the project.

To assist McCrone with structural analysis and design, we will be teaming with Columbia Engineering, Inc., an incorporated engineering firm licensed to do work in the State of Maryland. They are headquartered at 6210 Old Dobbin Lane, Suite 150, Columbia, MD 21045.

McCrone is managed by three Principal Engineers, with a combined service time of over 100 years with McCrone. Each of the Principals is also a project manager and is involved not only in the day-to-day operation of the company, but also in every aspect of the projects that they manage as well as other projects within the company. One of the Principals, Robert Sell, will be the Project Manager for this project.

The key staff for this project will be as follows:

- Robert M. Sell, PE – Principal/Project Manager
- Natalia S. Dunlap, PE – Senior Project Engineer
- Delaney Tedtsen – Design Engineer
- Nicholas Zelinske – Electrical Project Engineer

All of the Key Staff work in our Annapolis office. A brief description of their expected duties is provided below. Resumes for each person are provided at the end of this section.

## **Robert M. Sell, P.E. – Principal/Project Manager**

Mr. Sell will serve as the Project Manager for this Wastewater Treatment Plant Headworks design project. Rob has been with McCrone for over 37 years and one of the first major projects that he worked on was the design of the BNR upgrade for the Town of Chesapeake Beach where we upgraded the existing 0.5 mgd activated sludge facility to a 1 mgd plant. In addition to the Chesapeake Beach plant, Rob has been involved in treatment plant projects for Cobb Island, Ridgely, Chestertown, and is currently working on the upgrade of the Town of La Plata treatment plant. In addition to working on the Chesapeake Beach Treatment plant in the 1980's, Rob, along with our Senior Project Engineer, Natalia Dunlap, is currently working on the Clarifier project for the Town. The design for that project was completed in 2022 and is currently under construction. For this project we have been working closely with the plant superintendent, Josh Stinnett.

As Project Manager, Rob will oversee the day-to-day activities of the project engineers on the project team and any subconsultants. Rob will be responsible for keeping the project on schedule and budget and will keep the Town updated on project progress and will be the Town's point of contact for project specific questions or concerns.

DESIGN TEAMS, INC. family of companies:

### **Natalia S. Dunlap, P.E. – Senior Project Engineer**

Ms. Dunlap will be the Senior Project Engineer from design through construction for this Wastewater Treatment Plant Headworks design project. Natalia has 19 years of experience and for over 16 of those years she has worked directly with Mr. Sell on multiple wastewater projects throughout Maryland. She is currently the Project Engineer for the Town of La Plata Wastewater Treatment Plant project as well as the Clarifier project for the Town of Chesapeake Beach.

As Project Engineer, Natalia will prepare construction drawings, technical specifications, layout equipment, coordinate with equipment vendors, attend meetings with the Town, provide technical information and design criteria to project subconsultants, and prepare submittals to local and State agencies for the necessary approvals.

During bidding and construction, Natalia will attend the pre-bid meeting and assist the Town Engineer to prepare any necessary Addenda and provide input on the bids if requested by the Town. During construction, Natalia will attend the pre-construction and monthly progress meetings, review submittals, respond to RFIs and assist the Town's Engineer with issuing Field Orders, among other duties requested by the Town.

### **Delaney Tedtsen – Design Engineer**

Ms. Tedtsen, a lifetime resident of Chesapeake Beach, joined McCrone after her graduation from Worcester Polytechnic Institute in 2022 and in her short time at McCrone, she has worked on several pumping station projects which will help her in her role as a Design Engineer helping Mr. Sell and Ms. Dunlap on this project. Delaney living in Chesapeake Beach will be a huge benefit to our team. In any retrofit project, where you must inventory what is there, its condition and what needs to be replaced, you have to go to the site to make detailed measurements, because no matter how complete the as-builts may be, they never have every dimension you need. As the design progresses and we need additional information, Delaney can easily stop at the plant to take pictures and measurements that we need herself rather than having to distract the operators from their busy schedule to take a picture for us.

### **Nicholas Zelinske – Electrical/Mechanical Engineer**

Electrical engineering for this project will be completed by our sister company, Hartwell Engineering. Mr. Zelinske will serve as the Electrical/Mechanical Engineer for this project and will provide an electrical/mechanical evaluation of the existing headworks and provide complete design for any upgrades to the existing system and all new work. Nick has 8 years of experience with the type of work that would be covered under this contract.

### **Columbia Engineering - Structural Engineering**

To assist McCrone with the evaluation of the existing headworks, specifically the concrete slope, we will work with Columbia Engineering to do the core samples and analyze what is out there and what needs to be done to be able to complete the design of the new headwork structure. Columbia will not only determine the makeup of the slope, but they will advise us of the best way to remove the slope without damaging the rest of the structure that can hopefully be salvaged and used as part of the new structure. They will help us prepare details and construction notes to guide the Contractor through the demolition process.

DESIGN TEAMS, INC. family of companies:



## Columbia Engineering, Inc. (CEI)

6210 Old Dobbin Lane

Suite 150

Columbia, Maryland 21045

[www.columbiaengineering.com](http://www.columbiaengineering.com)

Rodrigo Chacon, PE - President

410-992-9970 ext. 101 (phone) 410-992-0627 (fax)

[rchacon@columbiaengineering.com](mailto:rchacon@columbiaengineering.com)

CEI was founded in 1995 and is a full-service structural engineering firm located in Howard County, MD. CEI is a certified MBE firm in Maryland (MDOT #98-013), the City of Baltimore (#10-357905), and the State of Virginia (SWaM #806853). The firm's Dun & Bradstreet Number is 09-238-9873. CEI currently has 17 employees, including 11 registered Professional Engineers who are registered in various states including the State of Maryland. CEI produces construction documents and provides construction administration services as well as providing structural analyses and structural engineering reports. CEI performs all engineering designs and analyses with state-of-the-art computer hardware and software, and produces design documents using current versions of AutoCAD and Revit. CEI prides itself on preparing economical and practical designs and on meeting time schedules. CEI works closely not only with other consultants, but also with contractors to produce a satisfactory end product for all concerned.

CEI has been working with McCrone for over 20 years and has completed approximately 40 projects together, including:

- LaPlata WWTP Baffle Wall Modifications
- LaPlata Clarifier Tank Support
- Chesapeake Beach Water Reclamation Tank Covers
- Monrovia Tank #2
- Estuary at Two Rivers SPS
- Tanyard Shores SPS
- Mattawoman Pipe Support
- Marley Neck Sewage Pumping Station
- Magnolia Creek Pumping Station
- White Rock Water Treatment Plant
- Eugene Avenue Pumping Station
- Four Seasons Pump Station
- Galena Water Treatment Plant Upgrade
- Aspen North WBPS
- Anne Arundel County Generator Support
- Fahrney Keedy Home & Village
- Six Flags Fireball Walkways
- Triton Beach Cast-in-Place Tank

P. 410-992-9970 | F. 410-992-0627

6210 Old Dobbin Lane, Suite 150, Columbia, Maryland 21045

[www.columbiaengineering.com](http://www.columbiaengineering.com)

# Robert M. Sell, P.E.

— Principal / Project Manager

## Background

Rob is responsible for the management of water distribution, wastewater conveyance, and large septic design projects. His many years of experience have given McCrone a solid reputation for onsite sewage treatment and subsurface disposal. Rob's expertise in water and wastewater treatment plant design includes observation of construction activity.

## Project Experience

### Southwest Quadrant Wastewater Upgrades La Plata, MD.

Project Manager for design, bidding, and construction management services for the modification of the existing Module #1 from the existing MLE process to the proposed simultaneous nitrification/denitrification (SNDN) process for the purpose of a full-scale Pilot Plant operation. The modifications include cleaning, painting, and structural modifications of the existing Module #1, installation of new aeration system and blower, installation of new instrumentation and controls, and connection to the existing SCADA system.

### 1,500,000 Gallon Equalization Tank, La Plata, MD.

Project Manager for the design, permitting, and preparation of construction drawings and specifications for a 1.5 Million Gallon Equalization Tank at the Town of La Plata Wastewater Treatment Plant. The tank was needed to mitigate peak influent flowrates during inclement weather days caused by Inflow and Infiltration in the aging Town infrastructure. The peak flows would flush out biomass from the treatment reactors, which would upset the treatment system and require reseeding the reactors. The equalization tank can shave off these peak flows and the control valve vault would slowly discharge stored wastewater from the EQ tank to the headworks during night hours or low influent flowrate.

### Ridgely Wastewater Treatment Plant, Ridgely, MD

Project Manager for the design of a 200,000 gpd spray irrigation and wastewater treatment facility for the Commissioners of Ridgely. The spray irrigation facility was designed to replace the existing extended aeration plant. A new 450 gallon per minute raw sewage pumping station with a manually cleaned bar screen pumps raw wastewater from the old treatment plant site to the new sewage lagoons. The sewage is pumped 5850 feet through an 8-inch force main. The two lagoons at the new treatment and spray irrigation facility are sized to contain a volume equal to 60 days for biological treatment and 90 days for storage of treated effluent for those periods throughout the year when the spray fields are frozen or too wet to receive more lagoon effluent. Treated effluent from the lagoons is chlorinated and applied to 60 acres of spray fields



## Education

1985 Lehigh University  
B.S. Civil Engineering

## Registrations

1990 Professional Engineer  
Maryland #17737  
American Water Works Association  
Maryland Onsite Wastewater  
Professionals Association

## Primary Competencies

- Division Manager
- Project Manager
- Water/Wastewater

## Years of Experience

38 years

## Years with McCrone

38 years



## Natalia S. Dunlap, P.E., LEED AP BD+C

—Project Engineer (Water & Wastewater)

### Background

Natalia is adept at engineering research and consulting in water treatment and wastewater facilities. Her experience includes preparation of water and wastewater studies, hydraulic modeling of water distribution systems, designing water and wastewater treatment facilities and conveyance systems, preparing construction and bidding documentation, reviewing submittals during construction, and providing inspection services.

### Project Experience

#### Galena WWTP ENR Upgrade, Kent County, MD.

Lead Project Engineer for the design and construction of a 110,000 GPD ENR WWTP facility that utilizes the Aqua Aerobics SBR treatment system. Assisted with the generation of construction drawings and technical specifications, specifically with regards to the denitrification filters, grit removal system, and screening facilities. Responsible for submittal review, field orders, RFIs, and change order review, during the construction phase.

#### Southwest Quadrant Wastewater Upgrades La Plata, MD.

Project Manager for design, bidding, and construction management services for the modification of the existing Module #1 from the existing MLE process to the proposed simultaneous nitrification/denitrification (SNDN) process for the purpose of a full-scale Pilot Plant operation. The modifications include cleaning, painting, and structural modifications of the existing Module #1, installation of new aeration system and blower, installation of new instrumentation and controls, and connection to the existing SCADA system.

#### Worton WWTP ENR and Effluent Land Application System, Kent County, MD.

Project Engineer during construction of a 250,000 gallon per day WWTP utilizing membrane bioreactor technology capable of discharging to surface water or a center pivot land application system. Assisted with construction management via review of submittals, contractor coordination, and responding to contractor questions.

#### Willow Lane Pump Station and Sanitary Sewer Upgrade, Charles County, MD.

Lead Project Engineer for design and construction services for the 2.5 MGD Pumping Station, including installation of 2,700 linear feet of 12-inch force main, 165 feet of which was directionally drilled, and installation of 3,500 linear feet of gravity sewer ranging from 8 inches to 24 inches.



### Education

2003 The Johns Hopkins University  
M.S. Environmental Engineering  
2001 Moscow State University of  
Railway Communications  
B.S. Environmental Engineering

### Registrations

2011 Professional Engineer  
Maryland #35251  
2007 LEED Accredited Professional  
Building Design & Construction  
Water Environment Federation  
Maryland Onsite Wastewater  
Professionals Association

### Primary Competencies

- Water/Wastewater
- Quality Control Review
- Report Preparation
- Construction Documents

### Years of Experience

19 years

### Years with McCrone

19 years

# Delaney R. Tedtsen

— Project Engineer

## Background

Delaney is a recent graduate of Worcester Polytechnic Institute, and provides civil engineering study and design support for water and wastewater projects. Her experience includes adequate public facilities studies, water system studies, hydraulic modeling, and field flow testing of hydrants.

## Project Experience

### **Oxford Properties Adequate Public Facilities Ordinance, Frederick, MD.**

Project engineer for the study to determine if there was adequate capacity in the existing City of Frederick water and sewer systems for three 160,000 SF 2-story buildings. Calculated existing and proposed demands, analyzed storage in the City of Frederick's 462 pressure zone, calibrated and used a hydraulic model to determine pressures at peak demand and fire flow scenarios, determined the capacity of the existing gravity collection system, and authored a report including text, tables, and graphics.

### **Westridge Sewage Pump Station Design, Frederick County, MD.**

Project engineer during the design of a 380 GPM sewage pump station. Primarily worked on calculations to determine possible force main materials as well as pump station calculations for sizing the wet well.

### **Wheatlands Sewage Pump Station Design, Queen Anne's County, MD.**

Project engineer during the design of a 233 GPM sewage pump station. Primarily worked on pump station calculations, creating contract drawings, and coordinating with vendors to determine possible pumps and other equipment that will be used on the project.

### **Lewistown Wastewater Collection Design, Frederick County, MD.**

Project engineer during the design phase of a low-pressure sewer collection system. The new wastewater collection system provided E-one Grinder Pumps and necessary electrical components to participating homeowners in the Lewistown area that connected to a 2" to 3" low pressure force main. Delaney primarily worked on the design of the force main and the placement of electrical components and grinder pumps on the homeowner's property.



## Education

2022 Worcester Polytechnic Institute  
B.S. Environmental Engineering

## Primary Competencies

- Project Engineer
- Water/Wastewater

## Years of Experience

~1 year

## Years with McCrone

~1 year

A member of the **DESIGN TEAMS, INC.** family of companies.

# Nicholas J. Zelinske

—Senior Project Engineer (HVAC/Plumbing)

## Background

Nick has 8 years of experience as a Project Engineer for the design, application, construction, installation, and startup for electrical, HVAC and control systems in municipal environments. Experience includes design and installation of electrical power distribution, emergency generation, Supervisory Control and Data Acquisitions (SCADA) Systems, field instrumentation, lighting, HVAC, variable frequency drives and motor controls.

## Project Experience

### **SPS Upgrades, Multiple Projects, Anne Arundel County, MD.**

The projects consisted of A/E design services for upgrading the electrical and control systems at the facilities to meet current County standards, NEC requirements and the County standard documents and guidelines. Design of new power distribution system, emergency generation, motor controls, and variable frequency drive applications are included with most projects. Implementation and design of updated control system including PLC based operation, level control systems, and network and wireless communications to the County wide SCADA system are included in the I&C designs.

### **Patuxent WRF Expansion Project. Anne Arundel County, MD.**

The project consisted of A/E construction services associated with the construction of all necessary modifications to upgrade water reclamation facility (WRF) to achieve enhanced nutrient removal (ENR). Project engineer responsible for the electrical and control system design for the \$50 million project. The design includes upgrade of the two Oxidation Ditches to provide more oxidation zones, installation of two new turbine blowers, new headworks with influent pump station, effluent pump station, replacement of existing UV system with new UV system, and one new Denitrification filter facility. The design includes integration of the new equipment in the existing PCS and the modification of the existing Control Description to meet the process requirements.

### **SPS Generator Upgrades Task 1 through 9. Anne Arundel County, MD.**

The projects consisted A/E design services associated with the construction of all necessary modifications to over 50 sewage pump stations for implementation of emergency power. The scope of work includes evaluation of NFPA 820 and a load analysis for each facility. Mr. Zelinske was responsible as the lead electrical and HVAC engineer for the upgrades to each facility. The design includes power modifications, control modification, heating, and ventilation modifications for all facilities.

### **Broad Creek WTP II and Wells 6, 7, & 8. Anne Arundel County, MD.**

Project consisted of A/E design services associated with the construction of all necessary modifications to expand water treatment plant from 4mgd to 8 mgd, to construct three new test and production wells, and to construct a new transmission main from the new wells to Broad Creek II WTP. Project engineer responsible of the power and Instrumentation/Control design to provide water from wells 6, 7, & 8 to the plant. The design includes all power, instrumentation, and control for the installation of three pumps. The design also includes new SCADA controls between the well pumps and the WTP.



## Education

2014 University of South Florida  
B.S. Electrical Engineering

## Years of Experience

8 years



## Rodrigo Chacon, PE

*President – Columbia Engineering, Inc. (CEI)*

### **ROLE:**

Structural Engineer

### **EDUCATION:**

BS, Civil Engineering,  
University of Maryland, 1979

### **PROFESSIONAL REGISTRATIONS:**

Professional Engineer –  
Maryland #14479

Virginia #0402016430

Pennsylvania #PE-036041R

### **YEARS OF EXPERIENCE:**

Total: 43 With CEI: 43

Mr. Chacon is a Maryland licensed Professional Engineer and has been involved in the design of steel, concrete, masonry, and timber structures since 1979. Among the many types of structures he has designed are water and wastewater facilities, educational facilities, hospitals and medical facilities, laboratory buildings, research and development buildings, fire stations, housing, office buildings, parking garages, museums, theaters, warehouses, shopping centers, industrial buildings, and power plants. Mr. Chacon has supervised the production of contract structural drawings and specifications, directed coordination with other disciplines, and is responsible for quality control. He has also performed numerous field inspections and structural surveys. His project experience includes:

**Galena Wastewater Treatment Plant, Kent County, MD:** Structural Engineer for the design of a concrete vault for two Denite Filters, aluminum grating work platform, safety railing, and access stairs. A wood framed pavilion was added at a later date to cover the vault area.

**Mattawoman Pipe Support, Charles County, MD:** Structural Engineer for the design of supports for a temporary pipe bypass at the Mattawoman WRF to allow repairs to the reclaimed water piping to proceed. The bypass piping was elevated approximately 7 feet above grade as it exited the building and the supports needed to resist a thrust of the 16" diameter as it turned down into the ground.

**Hill Road Pump Station, Prince George's County, MD:** Structural Engineer for the preparation of construction drawings and construction administration services associated with the renovation and upgrade of an existing pumping station building. The scope of work included structural survey and analysis of the existing building, design of equipment pads, elevated platforms, underground vaults, beam and thrust blocks for water mains support for a crane and pipe supports.

**Suitland Water Storage Facility, Suitland, MD:** Structural Engineer for the preparation of performance type drawings and construction administration services for a 2.5-million-gallon elevated water storage facility. The project's scope also included structural design for a large community gathering room and associated support spaces that were built inside the skirt of the water tank, as well as the design of pipe supports, underground vaults, equipment pads, and thrust blocks.

**Orems Road Pumping Station Improvements, Baltimore County, MD:** Structural Engineer for the design of support of the pipe thrust, as well as piping valve supports and motor support pads.

**Four Seasons Pump Station, Queen Anne's County, MD:** Structural Engineer for the design of a transfer grade beam to support a building wall located above the wet well for the building.

**Heritage Green Pump Station, LaPlata, MD:** Structural Engineer for the design of concrete mat foundation, concrete foundation walls, and elevated structural slab of the pump station. An intermediate level of concrete strut beams were used to brace the foundation walls due to the 40' depth below grade of the wet and dry wells.

## II. Past Involvement with Similar Projects

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Over the 35 years that Mr. Sell has been with McCrone, we have worked on many municipal and private wastewater treatment plants, the most recent two are the Town of Galena Wastewater Treatment Plant and the Town of La Plata Wastewater Treatment.

The work for the Galena Wastewater Treatment Plant included designing a treatment process that included the headworks which consisted of a self-cleaning ¼" influent screen, automated grit removal system and a 350 GPM influent pump station. The treatment process included a dual-basin sequencing batch reactor (SBR – Aqua Aerobics), a post-equalization basin, a pair of upflow denitrification sand filters, open channel UV disinfection, chemical feed system, and a mechanical post-aeration basin. This project was designed in 2015 and construction was completed in 2018.

McCrone is currently working on the Town of La Plata WWTP Upgrade; the capacity after the upgrade will increase from 1.5 MGD to 2.0 MGD. The first phase of the project added a 1,500,000 gallon equalization tank and control vault to the headworks of the plant. The tank was needed to mitigate peak influent flowrates during inclement weather days caused by Inflow and Infiltration in the aging Town infrastructure. The peak flows would flush out biomass from the treatment reactors, which would upset the treatment system and require reseeding the reactors. The equalization tank can shave off these peak flows and the control valve vault would slowly discharge stored wastewater from the EQ tank to the headworks during night hours or low influent flowrate. Phase 2 of the treatment plant upgrade, the treatment module structures need to be refurbished. McCrone specified the cleaning of the modules, preparation of the surface and coating of the existing concrete and metal in the existing module structure. McCrone just went through the review process of the coating systems with the Contractor for this project. If McCrone is selected as a successful candidate for the Town of Chesapeake Beach WWTP Headworks Upgrade, we will have the application of coating completed at the Town of La Plata and will have the latest updates and lessons learned fresh in our memory.

In addition to these projects, our Senior Project Engineer, Natalia Dunlap, is registered to attend a Headworks Academy at the end of April. While originally Natalia was enrolled in this as a part of McCrone's continuing education program, the knowledge she gains from this class will prove very helpful for the design of the Chesapeake Beach headworks. The timing will work very well, and Natalia can share the information she gathered at the class with Josh Stinnett, the plant's superintendent and together we can determine the best solution to meet the Town's project goals.

More detailed descriptions of these two projects are included at the end of this section.

DESIGN TEAMS, INC. family of companies:

# Galena Wastewater Treatment Plant

— Kent County, Maryland

## Location and Description

McCrone provided study, design, bidding, and construction management services for a 110,000 GPD enhanced nutrient removal (ENR) wastewater treatment plant (WWTP) for the Town of Galena, in Kent County, MD. The project is a joint effort by the Town of Galena and Kent County and is funded by a combination of USDA loan/grant and MDE Bay Restoration Fund (BRF) money.

The project was initiated when McCrone was awarded the study phase services which involved a Preliminary Engineering Report and Environmental Report (PER/ER). The PER/ER conformed to USDA-RD requirements and was also used to secure MDE funding. The PER/ER determined a viable solution to service new areas of the County and upgrade the existing aerated lagoon treatment system.

The project services the existing incorporated limits of the Town of Galena and provides service to County areas adjacent to the Town. The Town flows make up approximately 80,000 GPD and the County Service area is projected to generate approximately 30,000 GPD.

The treatment process utilizes a self-cleaning ¼" influent screen, automated grit removal system, a 350 GPM influent pump station, a dual-basin sequencing batch reactor (SBR – Aqua Aerobics), a post-equalization basin, a pair of upflow denitrification sand filters, open channel UV disinfection, chemical feed system, and a mechanical post-aeration basin.

A solids treatment train is also included in the design. The solids train includes an aerobic digester, a screwpress type dewatering device, and a conveyor to an onsite dump truck.

Ancillary equipment/facilities include a chemical room to store a carbon source, an alkalinity source, a metal salt for phosphorus precipitation; an administrative/lab/electrical building; an operations building to house the UV equipment, chemical room, dewatering room, and denitrification filter accessory equipment; a storage building; two maintenance buildings, and a non-potable water system used throughout the site.



Galena WWTP, Town of Galena, Kent County, MD.

The discharge limits are 4.0 mg/L for Total Nitrogen and 0.3 mg/L of total phosphorus. The design discharge limits were 3.0 mg/L for TN and 0.3 mg/L for TP.

## Client / Owner

**Town of Galena**  
P.O. Box 279  
101 South Main Street  
Galena, Maryland 21635  
Mr. John Carroll, Mayor  
410.684.5151

**Kent County Department of Water & Wastewater Services**  
709 Morgnec Road  
Suite 104  
Chestertown, Maryland 21620  
Mr. Greg Swartz  
410.778.3287

## Completion Date

December 2012 Study  
November 2015 Design  
August 2018 Construction

## Cost

\$1,000,000 Engineering  
\$ 7,460,000 Construction

# Southwest Quadrant Wastewater Upgrades

— Charles County, Maryland

## Location and Description

McCrone prepared a Preliminary Engineering Report (PER) and Environmental Report (ER) for this USDA funded project that will upgrade the town's wastewater system to serve the Southwest quadrant of the Town. The project will ultimately upgrade the existing wastewater treatment plant to 2.0 MGD, provide a 1.8 MGD pumping station to convey wastewater from the southwest quadrant to the treatment plant through over 2,000 linear feet of 24-inch gravity sewer. The project was broken down into several projects and the first two are currently under construction.

### Phase 1 - Wastewater Treatment Plant Upgrade

McCrone provided design, bidding, and construction management services for the modification of the existing Module #1 from the existing MLE process to the proposed simultaneous nitrification/denitrification (SNDN) process for the purpose of a full-scale Pilot Plant operation. The modifications include cleaning, painting, and structural modifications of the existing Module #1, installation of new aeration system and blower, installation of new instrumentation and controls, and connection to the existing SCADA system.

### Phase 2 - Pump Station

McCrone provided design, bidding, and construction management services for the construction of a 1,271-gpm submersible pumping station including a wet well, valve vault, odor control system and associated electrical equipment and emergency power generator. This also includes installing a doghouse manhole, connecting to an existing force main with a tapping sleeve and valve, installing over 2,000 linear feet of 24-inch gravity sewer and demolishing an existing pump station.

## Client / Owner

Town of La Plata  
305 Queen Anne Street,  
P.O. Box 2268,  
La Plata, MD 20646  
Mr. Robert F Stahl, Jr.,  
Director of Operations  
301.934.8421

## Completion Date

2024 Construction Phase 1 and 2

## Cost

\$ 12,000,000 Construction



La Plata WWTP, Charles County, MD

# III. Proposed Work Plan

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## Work Plan

McCrone's program of work was designed especially for this project to complete the Scope of Work presented to us in the RFP and clarified at the pre-proposal meeting, and to accomplish the Town's project goals, as we understand them today. Certainly, as we begin to work more closely with the Town and the Plant Superintendent, Josh Stinnett, and further define the project goals we will revise our work plan as necessary. The work plan is a detailed breakdown of the program of work presented as a list of tasks. Manhours by discipline and job classification are assigned to each task in the work plan. The job classifications are identical to the job titles discussed above. This way the Town knows exactly who is doing what. The list of tasks and manhours is included in the Price Proposal package.

McCrone's management approach hinges on keeping the client informed of a project's status at all times. As the headworks project progresses, it will be under day-to-day management of Mr. Sell. He will be responsible for coordinating the work of the McCrone staff and our subconsultant, and will be the Town's primary contact. While Mr. Sell will be the main point of contact, we believe that it is very important that we keep Mr. Stinnett very involved in the design since it is his plant and ultimately, he needs to be comfortable with the end product. Working together on the Town's Clarifier project, Mr. Stinnett and Ms. Dunlap have established a good working relationship and that will prove valuable during this design. During the initial part of the project, where we will be selecting manufacturers to provide the equipment, we will present options and recommendations to Mr. Stinnett, ultimately, the final decision should come from the Town.

McCrone's work plan is based on the information provided in the Scope of Work, which was provided in the RFP and discussed at the pre-proposal meeting. Immediately upon receiving a Notice to Proceed from the Town, McCrone will schedule a kick-off meeting with the Town. Calendar dates will be added to the tasks provided in this section of the proposal based on the Notice to Proceed date and agreements reached at the kick-off meeting. We will continue to utilize that schedule throughout the course of the project to ensure that the project is proceeding according to schedule. Below are some of our key features of McCrone's work plan for this project.

Timeliness – The staff of McCrone prides itself on the ability to meet project schedules and deadlines. Our management plan, which is outlined earlier in this proposal, is designed to help ensure timeliness by emphasizing communication and effective project planning. The Town of Chesapeake Beach WTP Headworks project should be completed in a timely manner in order for it to proceed to the next step and actually get constructed. Our diligent project team has the ability to perform their duties in a timely manner thereby ensuring that we meet the stated project schedule.

Availability of Resources – We routinely conduct estimates of our current and projected backlog. We have selected a project team who will be available to perform the services required for this project. In addition, our large staff depth facilitates meeting project schedules for many concurrent projects.

Cost Savings – One of the primary reasons that an owner should select an engineer, is that the engineer selected will save the owner time and money--through proper planning, project designs that meet the needs today and tomorrow, and verification of quality workmanship so projects are constructed in the manner designed. The cost savings from this project will not come from new technology or innovative approaches, but from hard work and careful investigations. Plans that accurately reflect what is actually underground and provide the contractor with no surprises will lower overall project costs.

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*Sincerity and Interest* – McCrone has been successfully completing sewer projects for many years. This practice has been sustained with a philosophy of service and quality that has always been the underlying theme at McCrone. Even though technology and regulations in the industry are in a constant state of flux, we have kept up with these changes and challenges. The only throw-back to the "good old days" is the concept of personalized service and timeliness. There are many talented consulting firms available to the Town of Chesapeake Beach, but where we set ourselves apart from the normal consulting practice is our professional, yet personal service.

The team assembled by McCrone has presented a proven project approach to this project. Our project approach has been successfully utilized on many similar projects. While it is very likely that many engineering firms may indicate a similar project approach, it is our experience and our ability to hit the deadlines that separates us from all other firms.

### **Project Understanding**

Based on the RFP and the pre-bid meeting, McCrone believes that we have a good understanding of the scope of work involved.

As a synopsis, the Town of Chesapeake Beach currently owns and operates a 1.5 MGD wastewater treatment plant that serves not only the Town of Chesapeake Beach, but also the Town of North Beach and the Holland Point and Rose Haven communities in Anne Arundel County. The treatment plant was upgraded to ENR in 2011, but this did not include an upgrade of the headworks of the plant. The current headworks configuration is undersized which creates a continuous demand on the system pumps. The Town also has limited emergency flow volume in the headworks of the plant. The purpose of this project is to provide analysis and design services to increase the capacity of the headworks, create emergencies and bypass volume as described in the RFP. The project will include the creation of contract documents for the successful bidding and construction of the improvements.

The headworks equipment currently includes one vertical bar screen and three pumps in the existing influent pumping station wet well. Two of the pumps are on VFD controls to maintain constant level and rated to discharge 1,570 gpm (each) into the WWTP treatment process. These pumps are undersized for the 1.5 MGD rated WWTP and are therefore constantly running. The Plant treatment equipment can effectively process up to 2,200 gpm, which is the limiting criteria for the upgraded pump flow rate. The third pump conveys raw wastewater to the WWTP's Shellfish Storage Tank at about 700-750 gpm flow rate. This pump and associated discharge pipe will need to be upgraded to match the flow from the other two pumps. This third pump discharges into the same piping and valving assembly as the two primary pumps, therefore, matching its discharge flow rate will provide extra safety factor.

In addition to upgrades in the headworks structure, the Town is also requesting the design of a new bypass pumping station to be permanently installed in front of the headworks, which will allow for future cleaning and maintenance of the new headworks.

### **Project Approach**

McCrone is using this section to identify and briefly discuss the critical steps for this project.

As mentioned in the RFP, there are three parts to the project:

1. Evaluate the existing headworks system, the existing bar screen, the wet well structure to determine its

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structural integrity for wet well enlargement and all associated piping. This work will include a structural analysis of the existing structure, specifically the concrete infill to determine how it was constructed and how best to remove it to increase the capacity of the wet well while maintaining structural integrity of the wet well. The structural investigation will include both non-destructive methods and coring of the concrete. Non-destructive method (GPR) will allow to determine the existing reinforcement in the infill, which will allow the Structural Engineer on our team to develop an adequate demolition plan for the infill. Concrete coring will allow us to determine the material of the infill, thickness, and whether there is a bottom slab underneath the infill. This information will be used by the Structural Engineer on the team to develop design drawings for structural upgrade, if needed. We will also investigate options for replacing the existing bar screen and will provide recommendations to the Town for a replacement. We will provide the Town with a technical memorandum describing in detail the structural work and the bar screen recommendations. The memorandum will include a preliminary cost estimate.

2. Evaluate the bypass wet well proposed location to determine constructability and space requirements. We will also include design of a primary screen assembly upstream of the proposed bypass wet well. The bypass wet well will be designed to use during construction of this project, but also to remain in use for emergency operations once the existing wet well is upgraded. This work will include researching bypass wet well configurations and screening options and providing recommendations for each. We will also provide a preliminary site plan for the new wet well and screen and a detailed plan for temporarily diverting all influent pipes from the existing wet well to the proposed bypass wet well.
3. Prepare construction documents for both the work on the headworks and the bypass wet well and screen. This will also include obtaining the required MDE Construction Permit.

Once design is complete, we will assist the Town with both Bidding Services and Construction Services. Our Bidding Services will include attending the Pre-Bid meeting, addressing questions from bidders and assisting the Town Engineer with preparing any necessary Addendum.

Construction services will include:

- Attend the Pre-Construction meeting (Town Engineer will run the meetings and prepare minutes)
- Attend six (6) monthly progress meetings (Town Engineer will run the meetings and prepare minutes)
- Review shop drawings, distribute McCrone's comments to Town Engineer for additional review/comments and return shop drawings with final comments to the Contractor. All shop drawings will be distributed to all parties electronically.
- Assist Town with addressing Contractor's Requests For Information (RFI) and Field Orders.
- Review Draft (at 50% of the project) and Final Operation and Maintenance Manuals.
- Be available for 24 hours' worth of start-up.
- After the construction is complete, we will prepare as-built drawings based on records kept by the Contractor and the Inspector.

The amount of work for each of these items can widely vary and our effort is estimated based on the following assumptions:

- This effort for progress meetings is based on 4 hours per meeting for the Project Engineer to update the logs prior to the meeting for distribution at the meeting and attend each meeting.

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- This effort for shop drawing review is based on receiving 50 shop drawings, and the Project Engineer (Civil and Electrical) spending 2.5 hours for each shop drawing logging it in, reviewing the shop drawing, collecting the comments from the Town, and combining the comments to return to the Contractor. Based on experience with similar jobs, we are also assuming that 20 of these submittals are going to be resubmitted and we will spend 1.5 hours doing the same for each of these resubmittals. We also assume that the Project Manager will spend an average of 12 hours on all submittals.
- This effort for addressing RFI and Field Orders is based on the Project Engineer spending 4 hours generating and issuing the estimated 10 RFI, and spending 4 hours addressing each of the estimated 5 Field Orders
- The effort for reviewing the O&M Manuals is based on 24 hours reviewing and re-reviewing the O & M Manuals
- The effort for Consultation during construction is 76 hours (3.5 hour per week for an estimated 6 month construction duration) of general consultation with the Town and Contractor.

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# IV. Fee Proposal

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Fee Proposal provided in separate sealed envelope, as required.

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Page 1 of 1



Powering Your Projects

# V. Authorized Person and Primary Contact Information for Proposal

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Authorized Person and Primary Contact Name: Robert M. Sell, P.E., Principal  
Address: 20 Ridgely Ave, Suite 201, Annapolis, MD 21401  
Phone Number: 410.267.8621 x1003  
Email: [rsell@mccrone-engineering.com](mailto:rsell@mccrone-engineering.com)

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# VI. Attachments

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Please see the following pages.

DESIGN TEAMS, INC. family of companies:



**BID FORM**  
**CONTRACTOR'S BID**  
**FOR**  
**CHESAPEAKE BEACH, MARYLAND**

*Water Reclamation Treatment Plant (WRTP) Headworks Design RFP*

THIS BID IS SUBMITTED TO: THE TOWN OF CHESAPEAKE  
BEACH (OWNER) 8200 BAYSIDE ROAD POST OFFICE BOX 400  
CHESAPEAKE BEACH, MARYLAND 20732

BY: BIDDER'S NAME AND ADDRESS:

Name: Design Teams, Inc. t/a McCrone

Address: 20 Ridgely Ave Suite 201

Annapolis, MD 21401

Telephone: 410.267.8621

Email: rsell@mccrone-engineering.com

Date: April 3, 2023

1 .01 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.

2.01 BIDDER accepts all the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged:

Addendum No.	Addendum Date
<u>1</u>	<u>3/16/2023</u>

#### BID PROPOSAL

- B. BIDDER has visited each 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 federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at each Site, if any that relates to the Work as indicated in the Bidding Documents.
- F. The Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that 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 agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding, and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.



- A. BIDDER acknowledges that BIDDER's price(s) constitutes BIDDER's sole compensation for performing all Work required by the Contract Documents, and if a particular part of the Work is not listed in the Bid Item Descriptions, BIDDER has included that part of the Work in the Bid Item Description which it most logically belongs.

5.01 Schedule of Bid Items:

**TOWN OF CHESAPEAKE BEACH, MARYLAND**

**CONTRACTOR RESPONSIBILITY FORM**

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

See Project Understanding and Approach and Professional Qualifications

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2. List the name and address of one bank or other institution that can provide the Town with an adequate credit reference:

PNC Bank, 303 Sail Place, Annapolis, MD 21401

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3. Have you ever refused to sign a contract at your original bid price? Yes  No

4. Have you ever defaulted on a contract? Yes  No

Federal I.D. #

52-1329554

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Name of Contractor: Design Teams, Inc. t/a McCrone

Address: 20 Ridgely Ave Suite 201

Annapolis, MD 21401

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Telephone #:

410.267.8621

---

By: 

---

Signature

**Robert M. Sell, PE, Principal**

---

Typed Name

and

Title

**REFERENCE LIST**

Bidder shall submit information on this sheet indicating construction experience on similar work. Failure to complete this sheet may cause for rejection of bid.

1. Type of Structure n/a  
Year Constructed n/a  
Owner Town of Galena  
Location (City, State) Galena, MD  
Owner's Contact Person John Carroll, Mayor  
Owner's Telephone No. [REDACTED]  
Owner's Email Address jcarroll@townofgalena.com

2. Type of Structure n/a  
Year Constructed n/a  
Owner Town of La Plata  
Location (City, State) La Plata, MD  
Owner's Contact Person Robert (Bobby) Stahl, Director of Operations  
Owner's Telephone No. [REDACTED]  
Owner's Email Address bstahl@townoflaplata.org

3. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

4. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_

5. Type of Structure \_\_\_\_\_  
Year Constructed \_\_\_\_\_  
Owner \_\_\_\_\_  
Location (City, State) \_\_\_\_\_  
Owner's Contact Person \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_  
Owner's Email Address \_\_\_\_\_  
Owner's Telephone No. \_\_\_\_\_

**TOWN OF CHESAPEAKE BEACH, MARYLAND**

Equal Opportunity Employer  
And  
Drug Free Workplace Certification

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, NATIONAL ORIGIN OR ETHNICITY, SEX, PREGNANCY, GENDER IDENTITY, OR FAMILY STATUS, CREED OR RELIGION, OR DISABILITY.

I HEREBY ARRIM THAT THIS COMPANY COMPLIES WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND POLICIES AND PROGRAMS REGARDING DRUG, ALCOHOL AND A SMOKE-FREE WORK PLACES.

Bidder: Design Teams, Inc. t/a McCrone  
Type/Print Name of Firm

Address: 20 Ridgely Ave Suite 201

City/State: Annapolis, MD 21401  
Zip Code

By:   
Signature of Person Authorized to Sign Bid

**Robert M. Sell, P.E., Principal**

Type/Print Name and Title of Person Authorized to Sign Bid

TOWN OF CHESAPEAKE BEACH, MARYLAND

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price. The bidder also represents that none of its officers, directors, partners, or employees who are directly involved in obtaining or performing contracts with any public bodies has:

- (1) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
(2) been convicted under a State or federal law or statute of any offense enumerated in Md. Code Ann., State Fin. and Proc. §16-203; or
(3) been found civilly liable under a State or federal antitrust statute as provided in Md. Code Ann., State Fin. and Proc., §16-203.
(4) the Contractor warrants and represents that non of its officers or key personnel are related to any Town elected or appointed official by blood or marriage within two degrees of consanguinity.

The Contractor warrants that it has not been debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16 Subtitle 3 and that it shall not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Md. Code Ann., State Fin., and Proc., Title 16, Subtitle 3 will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

The Bidder/Offeror and/or any person signing on its behalf acknowledges that all documents, information and data submitted in its Bid/Proposal shall be treated as public information unless otherwise indicated.

ATTEST/WITNESS

[Handwritten signature] By:

Design Teams, Inc. t/a McCrone
Name of Bidder-Type/Print

[Handwritten signature] Signature of Person Authorized to Sign

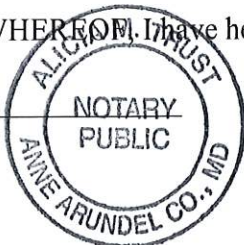
Robert M. Sell, P.E., Principal
Name and Title of Signatory (Type or Print)

STATE OF Maryland
COUNTY OF Anne Arundel, TO WIT:

On this 3rd day of April 2023, before the undersigned officer, personally appeared Robert M. Sell, P.E., known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

[Handwritten signature] Notary Public



My Commission Expires: 10/3/2023

Short Form Certificate for Acknowledgment

State of Maryland

County of \_\_\_\_\_

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_  
(name of the person making the acknowledgment)

[affix notary stamp]

\_\_\_\_\_  
Signature of notarial officer  
Notary Public  
My commission expires: \_\_\_\_\_

State of Maryland

County of Anne Arundel

This record was acknowledged before me on the 3rd day of April, 2023 by

Robert M. Sell, P.E. as  
(name of the person making the acknowledgment)

Principal of  
(type of authority, such as officer or trustee)

Design Teams, Inc. Ha McCrone  
(name of party, such as company or other individual, on behalf of whom record was executed)



Alicia M. Trust  
Signature of notarial officer  
Notary Public  
My commission expires: 10/3/2023

# Fee Proposal

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**Town of Chesapeake Beach**

**Town of Chesapeake Beach Headworks  
Improvement Project**

Prepared by:

**Design Teams, Inc. / McCrone**

20 Ridgely Ave

Annapolis, Maryland 21401

410.267.8621

April 3, 2023



# IV. Fee Proposal

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Fee Proposal provided in separate sealed envelope, as required. Please see the following pages.

DESIGN TEAMS, INC. family of companies:



**BIDDER PRICING:**

**BASE BID LUMP SUM FOR The total value of the contract is \$ \_\_\_\_\_.**

**Item 1: Lump Sum Cost-** BIDDER agrees to provide all material and perform all work outlined within the contract documents for a lump sum amount of:

\_\_\_\_\_ One hundred sixty three thousand \_\_\_\_\_ and fifty / one hundred \_\_\_\_\_ Cents/SY (in writing)  
two hundred forty two dollars

\$ 163,242.50 \_\_\_\_\_ (in figures)

**Item 2: Breakdown of cost-**

**Attach a breakdown of all costs associated within Item 1**

**ENGINEERING SERVICES  
FOR  
TOWN OF CHEASAPEAKE BEACH  
WASTEWATER TREATMENT PLANT HEADWORKS DESIGN**

**MANHOUR BREAKDOWN - McCRONE**

TASK	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ELECTRICAL ENGINEER	DESIGN ENGINEER
<b>Preliminary Design Phase</b>				
Kick-Off Meeting	4	4	4	
Structural Engineer to prepare and execute a plan for core-drill sampling of the wet well floor. This will be basis for the demolition and expanded wet well design.		2		
Review options for replacing the existing barscreen and make recommendations	2	12		
Review existing wet well design, core-drill sampling results and prepare a structural plan to remove concrete infill to enlarge the existing wet well	4	12		
Include an evaluation section with feasible alternatives for the existing wet well bypass	2	8		
Select new pumps (3) for the existing wet well with increased wet well operating volume	1	6		
Prepare recommended control elevations for the new pumps with upgraded capacity; include discussion on the wet well emergency storage volume		2		
Prepare a hydraulic evaluation of a primary screen assembly and bypass wet well.	2	12		
Include an evaluation section with feasible alternatives for new primary screen assembly upstream of the new bypass wet well	1	8		
Propose a pump control system and include a float backup redundancy for all control and alarm levels in the existing and bypass pumping stations	1	4		
Conduct an evaluation of the existing Motor Control Center and prepare an upgrade plan to accommodate the proposed equipment	2		20	36
Propose a plan for wet well concrete cleaning, rehabilitation and coating		4		
Prepare a Preliminary Design Report (30% design drawings and specifications table of contents) to include all findings and recommendations	4	36	8	16
Prepare Engineer's Opinion of Probable Construction Cost (EOPCC)	2	8	4	
<b>Subtotal Design Phase</b>	<b>25</b>	<b>118</b>	<b>36</b>	<b>52</b>

**ENGINEERING SERVICES  
FOR  
TOWN OF CHEASAPEAKE BEACH  
WASTEWATER TREATMENT PLANT HEADWORKS DESIGN**

**MANHOUR BREAKDOWN - McCRONE**

TASK	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ELECTRICAL ENGINEER	DESIGN ENGINEER
<b>DESIGN</b>				
Create existing conditions drawings	2	16		
Prepare detailed design drawings and specifications for upgrading the existing wet well station and bar screen.	6	24		16
Prepare details for new pump installations and modified float settings		4		
Prepare design drawings and specifications for the primary screen assembly.	4			
Prepare design drawings and specifications for the bypass wet well.	4	16		4
Prepare a detailed plan for temporarily diverting all influent pipes from the existing wet well to the proposed bypass wet well.	2	8		
Prepare general materials specifications	2	8		8
Prepare specifications for new pumps	2	8		
Submit 60% Drawings to the Town and Messick		2		
Address comments and finalize plans and specifications	6	24		8
Submit 90% Design to the Town and Messick		2		
Submit MDE construction permit application package to MDE		2		
Prepare Response Letter		2		
Finalize Drawings	2	8		
Finalize Specifications	2	4		4
Submit 100% Design		2		
Prepare Engineer's Opinion of Probable Construction Cost (EOPCC) and preliminary schedule.	2	16		
<b>ELECTRICAL</b>				
Electrical Site Plan			1	2
Coordinate with Electric Company			4	
Single Line Diagram/Power Riser			4	12
Electrical Details/Schematics			4	12
Control System Details and Riser			4	12
Panel & Conduit/Wire Schedules			24	12
Prepare Drawings			8	24
Specifications			16	
Quality Review/Quality Assurance	16			
Submit 90% Design				2
Finalize Drawings			8	16
Finalize Specifications			2	8
Prepare Response Letter			2	
<b>Subtotal Design Phase</b>	50	146	77	140

**ENGINEERING SERVICES  
FOR  
TOWN OF CHEASAPEAKE BEACH  
WASTEWATER TREATMENT PLANT HEADWORKS DESIGN**

**MANHOUR BREAKDOWN - McCRONE**

TASK	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ELECTRICAL ENGINEER	DESIGN ENGINEER
<b>BIDDING</b>				
Attend Pre-Bid Meeting	4			
Address Questions from Contractors	2	6	2	
Assist Town Engineer with Preparing Addendum		4		
<b>Subtotal Design Phase</b>	<b>6</b>	<b>10</b>	<b>2</b>	<b>0</b>

TASK	PROJECT MANAGER	SENIOR PROJECT ENGINEER	ELECTRICAL ENGINEER	DESIGN ENGINEER
<b>CONSTRUCTION SERVICES</b>				
Attend Pre-Construction Meeting	4	4		
Attend Progress Meetings (6)		24		
Review Shop Drawings	12	80	15	60
Address RFIs	2	16	12	12
Address Field Orders	2	16	4	
Consultation	12	52	18	6
Review O&M Manuals	2	12	2	8
Attend Start-Up		8	8	8
<b>Subtotal Design Phase</b>	<b>34</b>	<b>212</b>	<b>59</b>	<b>94</b>

**ENGINEERING SERVICES  
FOR THE  
TOWN OF CHEASAPEAKE BEACH  
WASTEWATER TREATMENT PLANT HEADWORKS DESIGN**

**PROJECT COST - McCRONE, INC.**

**PRELIMINARY DESIGN**

	HOURS	LABOR COST		EXTENDED COST
<b>LABOR COSTS</b>				
PROJECT MANAGER	25	\$180.00		\$4,500.00
SENIOR PROJECT ENGINEER	118	\$135.00		\$15,930.00
ELECTRICAL ENGINEER	36	\$135.00		\$4,860.00
DESIGN ENGINEER	52	\$120.00		\$6,240.00
				<b>\$31,530.00</b>
<b>SUBTOTAL LABOR</b>				
<b>DIRECT COSTS</b>				
MILEAGE	160	MILES @	\$0.66 /MILE	\$104.80
STRUCTURAL ENGINEER				\$10,560.00
NON-DESTRUCTIVE TESTING				\$1,512.50
CONCRETE CORE SAMPLING				\$5,893.80
PRINTING				\$100.00
PHONE/FAX/POSTAGE				\$25.00
<b>SUBTOTAL DIRECT COSTS</b>				<b>\$18,196.10</b>
<b>TOTAL TASK COST</b>				<b>\$49,726.10</b>

**DESIGN**

	HOURS	LABOR COST		EXTENDED COST
<b>LABOR COSTS</b>				
PROJECT MANAGER	50	\$180.00		\$9,000.00
SENIOR PROJECT ENGINEER	146	\$135.00		\$19,710.00
ELECTRICAL ENGINEER	77	\$135.00		\$10,395.00
DESIGN ENGINEER	140	\$120.00		\$16,800.00
				<b>\$55,905.00</b>
<b>SUBTOTAL LABOR</b>				
<b>DIRECT COSTS</b>				
MILEAGE	80	MILES @	\$0.66 /MILE	\$52.40
PRINTING				\$250.00
PHONE/FAX/POSTAGE				\$100.00
<b>SUBTOTAL DIRECT COSTS</b>				<b>\$402.40</b>
<b>TOTAL TASK COST</b>				<b>\$56,307.40</b>

**ENGINEERING SERVICES  
FOR THE  
TOWN OF CHEASAPEAKE BEACH  
WASTEWATER TREATMENT PLANT HEADWORKS DESIGN**

**PROJECT COST - McCRONE, INC.**

**BIDDING**

	HOURS	LABOR COST		EXTENDED COST
<b>LABOR COSTS</b>				
PROJECT MANAGER	6	\$180.00		\$1,080.00
SENIOR PROJECT ENGINEER	10	\$135.00		\$1,350.00
ELECTRICAL ENGINEER	2	\$135.00		\$270.00
DESIGN ENGINEER	0	\$120.00		\$0.00
				<b>\$2,700.00</b>
<b>SUBTOTAL LABOR</b>				
<b>DIRECT COSTS</b>				
MILEAGE	0	MILES @	\$0.66 /MILE	\$0.00
PRINTING				\$0.00
<b>SUBTOTAL DIRECT COSTS</b>				
				<b>\$0.00</b>
<b>TOTAL TASK COST</b>				
				<b>\$2,700.00</b>

**CONSTRUCTION SERVICES**

	HOURS	LABOR COST		EXTENDED COST
<b>LABOR COSTS</b>				
PROJECT MANAGER	34	\$180.00		\$6,120.00
SENIOR PROJECT ENGINEER	212	\$135.00		\$28,620.00
ELECTRICAL ENGINEER	59	\$135.00		\$7,965.00
DESIGN ENGINEER	94	\$120.00		\$11,280.00
				<b>\$53,985.00</b>
<b>SUBTOTAL LABOR</b>				
<b>DIRECT COSTS</b>				
MILEAGE	800	MILES @	\$0.66 /MILE	\$524.00
PRINTING				\$0.00
<b>SUBTOTAL DIRECT COSTS</b>				
				<b>\$524.00</b>
<b>TOTAL TASK COST</b>				
				<b>\$54,509.00</b>
<b>TOTAL PROJECT COST =</b>				<b>\$163,242.50</b>



To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator  
Josh Stinnett, CBWRTP Superintendent

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Spare Pump Replacement

Date: April 6, 2023

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**I. BACKGROUND:**

The Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) requires a spare pump to be purchased to ensure 24/7 back up operation at the plant.

**II. PROJECT GOALS:**

Ensure redundancy at the Plant for 24/7 operation.

**III. RECOMMENDATION:**

It is recommended that the Town council authorize the Mayor to purchase a spare pump in the amount of \$31,075.00 for the CBWRTP. This cost will be shared with the CBWRTP Partners.







To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator  
Josh Stinnett, CBWRTP Superintendent

Subject: Chesapeake Beach Water Reclamation Treatment Plant (CBWRTP) Security Upgrades

Date: April 6, 2023

## I. BACKGROUND:

The security of the network systems of the CBWRTP is paramount due to critical infrastructure risk. The servers currently used to manage the 24/7 Supervisory Control and Data Acquisition (SCADA) system for operations at the CBWRTP require an upgrade to ensure continued support. As these servers house the “brain” for the Plant, further postponing upgrading this hardware could result in significant issues should they fail. The software licensing for our Allen-Bradley Programmable Logic Controllers (PLCs) will need to be updated when the servers are upgraded, and the program will need to be migrated from the existing servers to the new servers.

Facchina Strategic Planning (the Town IT provider) and Industrial Monitoring and Control Systems (IMACS) have been working in tandem to source the needed hardware, software upgrades, and data migration support for this project. With the upgrade to the software, it will be necessary to replace two of the Human-Machine Interface (HMI) panels and replace them with Allen-Bradley panels. These two panels were installed in the ENR upgrade but were not matched to the others installed elsewhere in the Plant. IMACS provided pricing for the Rockwell software from Rexel Automation Solutions, allowing the Town to purchase directly from Rexel to reduce the cost of markup if IMACS purchased the software for the project. IMACS will provide all technical field service for the installation of the software, migration of the program to the new server(s), and installation/start-up of the HMI panels being replaced.

## II. PROJECT GOALS:

- 1) Ensure continued technical operation at the plant to monitor all systems 24/7 *with Pro Support 4-hour mission critical response.*
- 2) Install 2 (two) new upgraded servers at the CBWRTP with full disaster recovery.

## III. BREAK DOWN OF PROJECT COSTS:

	Qty	Rate	Total
<b>Facchina Strategic Planning</b>			
PowerEdge R750XS Server	2	\$9,524.60	\$19,049.20
<b>Rexel</b>			
Rockwell TechConnect Software Licensing	1	\$10,785.00	\$10,785.00
<b>IMACS</b>			
Field Service – Programming configuration of SCADA system upgrade to the newest version software license not included (Hourly Rate)	80	\$140.00	\$11,200.00
Technician Installation of HMI Screens	8	\$120.00	\$960.00
Investigation and transfer of missing software licenses and development of TechConnect with Rexel (Hourly Rate)	6	\$140.00	\$840.00
Replacement HMI Panels	2	\$3541.20	\$7,082.40
Sub Total			\$20,082.40
<b>Project Total</b>			<b>\$49,916.60</b>



#### **IV. RECOMMENDATION:**

It is recommended that the Town Council authorize the Town Administrator to enter into a contract with IMACS for the field service under *CBWRTP Equipment Purchases* for this project to replace the servers, which includes the software/program migration. The account balance in CBWRTP Equipment Purchase is currently \$61,323.57.



# Rockwell Automation Services Agreement

## FIXED PRICE PROPOSAL

City of Chesapeake Beach  
Chesapeake Beach, Maryland

**Date of Issue:** Thursday, March 23, 2023  
**Quotation #:** 228562

**Presented to:**

City of Chesapeake Beach  
8550 Bayside Rd  
Chesapeake Beach, Maryland 30732  
United States

**Proposed by:**

Bryan Wenner  
Rexel  
401 Winfield Ave  
Salisbury, MD 21801-2197  
United States

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## Executive Summary

Rockwell Automation is providing robust, standardized, and reusable solutions that can be quickly leveraged within your enterprise. Our solutions are based on industry-tested and proven methodologies and technologies, providing World-Class service levels and significant business value to our clients. Our services help our clients reduce risk, increase productivity, and reduce cost across a broad range of facility operations.

To further understand what is contained in this proposal document, please refer to the detailed descriptions of each of the deliverables in the Statement of Work in Section 1 of this document and/or speak with your Rockwell Automation or Authorized Distributor representative.

Rockwell Automation's world-class phone and electronic technical support. Whether you need help installing, configuring, and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks, we deliver the tools and answers you need to get and keep your industrial automation systems up and running

TechConnect<sup>SM</sup>

## About Rockwell Automation

In providing our services we are committed to complying with safety regulations and to demonstrating the highest standard of occupational safety and health performance. This includes implementing and maintaining health and safety management systems based on OHSAS 18001, but of course will consider any local or corporate customer requirements. To drive continuous improvement, we establish annual corporate performance goals — which translate to local performance metric and activity-based objectives. Rockwell Automation excelled in global safety performance, as measured by Recordable Case Rate (0.38), remained best in class in 2022 when compared to the average private industry rate and with the average rate for electronic manufacturing peers.

Lastly, when you work with Rockwell Automation, you know you are partnering with an ethical, sustainable organization. Rockwell Automation is a recognized global leader in the area of ethics and compliance, having been named a World's Most Ethical Company 14 times and winning the BBB International Torch Award and American Business Ethics Award in recent years. Integrity is a core company value that is part of our strategic framework and is an integral part of the company's culture. Many of our accomplishments in the area of ethics, compliance, safety and sustainability are set forth in our latest Corporate Responsibility Report available [here](#).

Rockwell Automation has prepared the Statement of Work set forth in section 1 below for resale by its authorized distributor Rexel.

# 1 Rockwell Automation Statement of Work for Services

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

## 1.1 Statement of Work Summary

The service(s) included in this Statement of Work are as follows:

Term Based Contracts Included:

TechConnect<sup>SM</sup> Support Agreement

## 1.2 TechConnect<sup>SM</sup> Support Agreement

This TechConnect<sup>SM</sup> Support Agreement (“Agreement”) allows plants to be connected to Rockwell Automation's world-class phone and electronic technical support.

Rockwell Automation’s technical support team will provide assistance with installing, configuring and maintaining equipment and software, obtaining current software updates, diagnosing and fixing operating problems, or performing basic programming tasks.

### 1.2.1 TechConnect<sup>SM</sup> Support Levels

Product Family	Description	Support Level	Service Level
9800-DC8AUTOB	Automation Control Hardware	Product Support	8 x 5 M-F
9800-DC8HMICOM	HMI Software	Product Support	8 x 5 M-F

**Table 1: TechConnect<sup>SM</sup> Support Levels**

### 1.2.2 Product Coverage Details

Rockwell Automation will provide TechConnect<sup>SM</sup> Support coverage to Customer for the Rockwell Automation Product Families & software serial numbers listed below. Please ensure the following information is complete and includes any new “Software Maintenance” products you wish to add to this support agreement.

Hardware Type	No. Of Devices
Automation Control Hardware	6

Product Family & Software Serial Numbers	Description	Install Count
9800-DC8AUTOB	Automation Control Hardware	
9324-RLD300ENE		2

Product Family & Software Serial Numbers	Description	Install Count
1203173487	Studio 5000 Standard Edition ESD S/W	1
1203173488	Studio 5000 Standard Edition ESD S/W	1
<b>9800-DC8HMICOM</b>	<b>HMI Software</b>	
9301-OPCSRVE		2
1421014107	Kepserver Enterprise ESD Software	1
1421014108	Kepserver Enterprise ESD Software	1
9701-VWSCWAENE		5
2524101426	FT View Client Site Edition ESD S/W	1
2524101427	FT View Client Site Edition ESD S/W	1
2524101428	FT View Client Site Edition ESD S/W	1
2524101429	FT View Client Site Edition ESD S/W	1
2524101430	FT View Client Site Edition ESD S/W	1
9701-VWSS250AENE		2
2528016763	FT View Server SE 250 Display Lic sfw	1
2528016764	FT View Server SE 250 Display Lic sfw	1
9701-VWSTENE		1
2529050058	FT View Studio SE FT View Ent EN ESD S/W	1

Note: If changes to the TechConnect<sup>SM</sup> Support Product Coverage Details above are required, please contact your local Rockwell Automation sales office or Allen-Bradley® authorized distributor to request an updated proposal.

### 1.2.3 TechConnect<sup>SM</sup> Support Information

#### 1.2.3.1 TechConnect<sup>SM</sup> Support Options

Rockwell Automation offers progressive levels of support to meet your business needs; see table below for all available support level options. Please refer to *Table 1: TechConnect<sup>SM</sup> Support Levels* regarding support levels included in this Statement of Work.

Support Level	Support Services Description
<b>Application Support</b>	<p>You are partnered with a team of technical support engineers who are uniquely designated to support your key applications. This team visits your site, becomes familiar with the applications, and gathers system drawings and documentation. This team will become an extension of your support staff, providing technical account management and scheduled consulting time.</p> <p>Application Support <b>includes the support elements of Product Support, System Support</b> and the following support elements:</p> <p><b>Real-time, Application-Level Support</b>  <i>Designated support team / Dedicated telephone and email / Documentation and case familiarization / Application knowledge management / Periodic performance reviews</i></p> <p><b>Surveillance and Alarming Options</b>  <i>Device and/or process monitoring and alarming at Rockwell Automation facility or remotely / Access to historical data for troubleshooting</i></p> <p><b>Application-Level Administration Option</b>  <i>Emergency backup / Performance tuning / Guaranteed field service call-out</i></p>
<b>System Support</b>	<p>System Support allows your calls to be routed to a group of technical support engineers with proven expertise in Rockwell Automation control systems. You</p>



Support Level	Support Services Description
	<p>will work with an engineer who manages your case through resolution and follow-up.</p> <p>System Support <b>includes the support elements of Product Support</b>, and the following support elements:</p> <p><b>Real-time, System-Level Support</b>  <i>Standard product and programming software / Advanced software / Proactive follow up / Single-point resolution</i></p> <p><b>Advanced Engineering Expertise</b>  <i>Get support from system-level support engineers that have multiple years of experience in the industrial automation industry</i></p>
<p><b>Product Support</b></p>	<p>As often as Customer needs require, you can contact Rockwell Automation technical support engineers for real-time phone support. Our engineers have deep knowledge of our products, software and legacy hardware and can use remote desktop technology to help troubleshoot or assist in the configuration of products quickly.</p> <p>Product Support <b>includes the support elements of Self-Assist Support</b>, and the following support elements:</p> <p><b>Real-Time, Product-Level Support</b>  <i>Standard product and programming software / Telephone and live chat support available in 20 languages / Remote desktop troubleshooting</i></p> <p><b>Learning+ Subscription Available for Purchase</b>  <i>Highly interactive learning featuring lessons, software simulations, and demonstration videos to help reinforce learning concepts. Available on any tablet or PC using Chrome, Safari, IE, Edge or Firefox. Each course has a knowledge assessment, requiring 80% to pass. Upon successful completion of the course, a learner will be awarded CEUs (where applicable).</i></p> <p><b>Live View</b>  <i>An enhanced support experience connecting you with Rockwell Automation Technical experts leveraging a live video feed and augmented reality annotations.</i></p> <p><b>Software Maintenance II</b>  <i>Software update media / Emergency software replacement</i></p> <p><b>Genius Webinars</b>  <i>Extend and apply knowledge gained via access to on-demand library of online technical seminars</i></p>
<p><b>Self-Assist Support</b></p>	<p>Take advantage of the Knowledgebase, an online resource for technical information, support, and assistance. The Knowledgebase can assist in increasing productivity by finding solutions to technical questions more quickly - saving both time and money. The KnowledgeBase is maintained by the same engineers who provide TechConnect<sup>SM</sup> Support and is updated with the hardware and software solutions from actual support cases. These updates are incorporated dynamically. Self-Assist includes the following support elements:</p> <p><b>Welcome Kit</b>  <i>Essential support agreement information / Support authorization number / Local support telephone number / User guide</i></p> <p><b>Digital Assist Library</b></p>

Support Level	Support Services Description
	<p><i>Cloud-hosted augmented reality library of work instructions. Leverage augmented reality to walk through the proper steps to complete tasks related to the repair and maintenance of Allen-Bradley hardware</i></p> <p><b>Software Maintenance I</b>  <i>Software update downloads</i></p> <p><b>Online Support Centre Access</b>  <i>Knowledgebase tech notes / Interactive forums / Product notifications / Manage service tickets / Submit questions via email</i></p>

### 1.2.3.2 Definitions of Common Terms Used in Services

**Technical Phone Support:** Rockwell Automation phone support provides technical assistance for installation, configuration, troubleshooting, diagnosis, basic instruction programming and best practice recommendations. With an unlimited phone support agreement, Customer can call as often as needed throughout the term of your Agreement. Standard hours of coverage are 8:00 AM to 5:00 PM Monday – Friday (based on your local calling time; Rockwell Automation observed holidays excluded). Information on Rockwell Automation observed holidays can be found via the Knowledgebase in article #QA33258 ([https://rockwellautomation.custhelp.com/app/answers/answer\\_view/a\\_id/819086/redirect](https://rockwellautomation.custhelp.com/app/answers/answer_view/a_id/819086/redirect)).

**Case Handling:** Rockwell Automation handles cases that require further investigation as a priority with automatic escalation procedures, and call Customer back to provide a progress update if an answer is not immediately available.

**Case Resolution Follow-up:** For cases where Rockwell Automation could not confirm resolution on the initial call, Customer will receive a proactive follow-up within one business day (target response) to confirm that the problem was resolved or continue troubleshooting, if necessary.

### 1.2.3.3 Product Families

Rockwell Automation groups products into product families, making it simpler to deliver integrated support for hardware and software, including older and discontinued products. The lists available at the following link are not comprehensive; however, they illustrate how products are classified.

[TECHCONNECT<sup>SM</sup> PRODUCT FAMILY COVERAGE](http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf)

[http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021\\_-en-p.pdf](http://literature.rockwellautomation.com/idc/groups/literature/documents/sp/gmsc-sp021_-en-p.pdf)

## 1.2.4 Changes to Agreement

### 1.2.4.1 Updates to Supported Software Installed Base

Support included with new Licenses purchased during the agreement term as a Perpetual License with Maintenance and or Subscription are not covered by this scope of work. The support included with new software purchases will have a maintenance value included at the time of purchase which will be treated as additive to this agreement. New Perpetual with Maintenance products will be added to the “Software Maintenance” category and renewed with your agreement. Any software which may have been purchased in the interim between the date of this quotation being created and accepted will not be covered by this scope of work.

### 1.2.4.2 Upgrade Options

Updates to existing TechConnect<sup>SM</sup> Support Agreement and/or upgrades must be custom quoted by Rockwell Automation. Customer has the following upgrade options:

**Coverage Level:** Product and System Support agreements can be upgraded to 24x7x365 coverage (e.g., 8:00AM – 5:00PM to 24x7x365), which provides the option to call at any time, including weekends and holidays.

**Support Level:** Customer may upgrade support levels (e.g., Product Support to System Support) during the term of an existing agreement.

#### 1.2.4.3 Changes to Scope

In the event that Customer closes or sells a plant and moves supported equipment and software to another Customer facility, the TechConnect<sup>SM</sup> Support Agreement can be transferred.

#### 1.2.4.4 Reinstatement Policy

If Customer does not renew their contract until after the expiration date of the contract, the Customer has the following options to reinstate their support:

- a. If an agreement is not renewed on time and it has been less than 12 months since expiration, the renewed agreement will be backdated to the original expected start date and a 10% fee<sup>1</sup> will be added to the cost of the renewal.
- b. If an agreement is not renewed on time and it has been longer than 12 months since expiration, the support agreement will be priced as a new agreement with current price levels and any previous discounts will not be applied.
- c. For software packages that are removed from support and later reinstated, often referred to as “frozen” and “unfrozen,” a 30% premium will be applied to each piece of software which carries a fee for maintenance as part of the TechConnect<sup>SM</sup> program.

**Note:** There is a grace period of 10 days after the date of the Agreement expiration during which Customer can still access support. If Customer renews after the expiration date of the Agreement, the policy above applies regardless of this grace period.

### 1.2.5 Product Coverage Exclusions

Rockwell Automation products excluded from TechConnect<sup>SM</sup> Support coverage under this Agreement (if applicable) are listed below:

No exclusions apply; all of Customer’s currently registered Rockwell Automation product is included in coverage. Please refer to *Product Coverage Details*.

## 1.3 Customer Responsibilities

### 1.3.1 Single Point of Contact

Customer to appoint a representative responsible for communicating and explaining support program entitlements and methods of obtaining support. This includes verification of supported software licensees, reviewing all available software upgrades and revisions for Customer with Rockwell Automation Technical Support, and delivery of Welcome Kit materials to potential users of support.

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<sup>1</sup> If Customer’s TechConnect<sup>SM</sup> Support Agreement has never included support for the product family in question, then the commercial “waive reinstatement” program applies for the respective packages.

**Utilize Welcome Kit details.** Always use the phone number and authorization number provided in the Welcome Kit to ensure the quickest response time.

### 1.3.2 Maintenance, Electrical, and Operations Staff

When applicable, Customer will provide dedicated and available appropriate personnel knowledgeable in the process, operation, control system, and facility layout to assist Rockwell Automation personnel during onsite visits. They will remain onsite and available as necessary for project and/or safety reasons.

### 1.3.3 System Maintenance and Use

Customer is responsible for (i) the overall performance and overall design of the machine or manufacturing system, including safety features failure modes; (ii) properly using, calibrating, operating, monitoring and maintaining the products and system consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations, and product and system documentation; (iii) ensuring that properly trained personnel use, operate and maintain the products and system at all times; (iv) staying informed of product updates and alerts and implementing all updates and fixes; (v) notifying Rockwell Automation of any problems with the products or system; and (vi) all other factors affecting the products or system that are outside of the direct control of Rockwell Automation.

### 1.3.4 Access to the System

Customer will make the applicable processes and/or systems available to Rockwell Automation personnel during the mutually agreed upon schedule for services and equipment implementation as described in this Statement of Work.

## 1.4 Assumptions, Clarifications and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Assumptions (A), Clarifications (C) and Exceptions (E)
A1	<b>Safety.</b> All aspects of mechanical, electrical, and process safety are responsibilities of Customer.
A2	<b>Installation.</b> If applicable, all mechanical and electrical installation is to be provided and managed by Customer and their selected Contractor.
C1	<b>Quotation Scope.</b> Any elements not explicitly outlined within this Statement of Work are not included in the deliverables for this Rockwell Automation Services Agreement.
C2	<b>Documentation.</b> All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C3	<b>RoHS.</b> Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C4	<b>Existing Devices.</b> Customer represents that any existing operator, machine-mounted, or field devices that are in use or are to be reused are in good working order and will be repaired or replaced by Customer when required. Repair and/or replacement of damaged devices is not included in Rockwell Automation's Statement of Work.
C5	<b>Documented Change Request (DCR) Process.</b> Changes to this scope of work requested by Customer throughout the duration of the Support Agreement will be identified and communicated through project management at Rockwell Automation. Estimates for the material costs, labor, and

	schedule impacts will be prepared when a change in scope is identified. Refer to the Rockwell Automation Changes provision for additional terms.
C6	<b>Customer Specific Requirements.</b> This proposal does not include Customer specific requirements or onsite activities such as Customer or site-specific safety training, background checks, COVID-related testing or vaccinations, international work visas, and copies of expense receipts. Rockwell Automation must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C7	<b>On-site Working Hours.</b> Rockwell Automation Standard working hours may differ by country. Contact your local Rockwell Automation Distributor or Sales Office to obtain current local standard working hours.
C8	<b>Stand-by time</b> is defined as time spent on-site waiting for completion of customer activities. This includes, but is not limited to, waiting for correction of construction, installation, and wiring or piping errors, and other delays beyond the control of, or not within, Rockwell Automation's specific responsibilities. Stand by time will be invoiced separately at applicable time and expense rates.
C9	<b>Work Site Safety.</b> Customer is responsible for assuring a safe and secure work environment, compliant with relevant local, state, provincial, and nationally recognized standards and regulations, for work at the site
C10	<b>Safety and Substance Abuse.</b> Rockwell Automation will comply with its own Substance Abuse Policy which meets the intent of the DRUG FREE WORKPLACE Act and all other legal requirements regarding drug testing. A copy of this policy can be supplied upon request.
C11	<b>Ethics and Compliance.</b> All of Rockwell Automation's employees and every person who performs work for, or on behalf of Rockwell Automation are treated with respect and dignity. Rockwell Automation has a no-tolerance policy for discrimination, and harassment, and zero tolerance for workplace violence and weapons. Please see the PartnerNetwork Code of Conduct and the Rockwell Automation Global Policy People for further details. <a href="https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html">https://www.rockwellautomation.com/en-us/company/about-us/sustainability/ethics-compliance.html</a> .
C12	<b>Third Party Software.</b> This Statement of Work may include third party software that is subject to third party license terms ("Third-Party Software"). Customer's right to use such Third-Party Software as part of or in connection with the Work is subject to any applicable acknowledgements and license terms accompanying such Third-Party Software contained therein. If there is a conflict between the licensing terms of such Third-Party Software and this Statement of Work, the licensing terms of the Third-Party Software shall prevail in connection with the related Third-Party Software.
C13	<b>Information Security Standards</b> In the performance of all Work pursuant to this Agreement and Statement of Work, Customer and Rockwell Automation will comply with the following standards and practices: <b>1. Data Transmission</b> Customer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place using secure, industry acceptable, standards (e.g., password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, an encrypted file transfer service; physical media such as paper/DVD sent securely; or another equally secure means of transport). If Customer requires Rockwell Automation to use Customer specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Customer's sole responsibility. <b>2. Customer-Provided Hard Disk</b> If Rockwell Automation personnel are required to use Customer provided hard disks, Customer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry standard open-source encryption solutions. The Customer must use commercially reasonable efforts to prevent the Customer-provided hard disk from introducing any malicious software into Rockwell Automation's systems. These efforts shall include, but are not limited to, the use of anti-virus and/or anti-malware and the regular deployment of security patches to remediate any vulnerabilities.

	<p><b>3. Remote Access</b></p> <p>Remote access by Rockwell Automation’s personnel into Customer’s control system(s) must be accomplished in accordance with either Customer or Rockwell Automation procedures, whichever is more stringent. If Customer requires Rockwell Automation personnel to use Customer-specified procedures, the security of the connection/session is Customer’s sole responsibility, and Customer is solely responsible for logging activities of all users accessing the Customer’s system.</p>
C14	<p><b>Cybersecurity for Solutions.</b> Sub-contractors and/or third-party vendors will follow any applicable industry best practices and/or guidelines for cybersecurity and data protection with regard to IEC 62443 2-4.</p>
C15	<p><b>Customer Success Publication.</b> Sharing customer success stories helps position customers as leaders among companies pursuing excellence in their industrial operations. Customer agrees that Rockwell Automation can reference and disclose Customer’s name and logo in internal and external marketing materials and will share only the solutions and services purchased, Customer industry, location, and general results through a customer success story. Rockwell Automation will make no claims that Customer endorses the product or solution, and the success story will be used for marketing purposes only.</p>

## 1.5 Rockwell Automation Commitment for Sales Through Distribution

*In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.*

**General.** This Commitment (“Commitment”) covers purchase by Distributor’s customer (“Customer”) from Distributor of the hardware, and/or software (individually a “Product” and collectively “Products”), and/or services (“Services”) and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the “Work”) to be provided by Rockwell Automation, Inc. and/or its affiliates (“Rockwell Automation”). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

**Warranty.** (a) *Warranty for the Work:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation’s published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Products Warranty:* Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation’s published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) *Services Warranty*: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) *Remedies*: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) *General*: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

**Disclaimer and Limitation of Liability.** NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Software Licenses and Ownership.** (a) *Standard Software*. Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software*. Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the

Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

**Confidentiality.** (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

**Delivery.** Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

**Acceptance.** (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

**Changes.** Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin



work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

**Temporary Suspension of Work by Customer.** Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

**Safety and Standards.** Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end users, if different from Customer) facility, equipment, process, information system, or data.

**Site Rules, Licenses, Permits, Site Preparation.** (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

**Customer Specification.** (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) **RoHS:** Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

**Customer Information.** (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

**Accepted.** \_\_\_\_\_

**Customer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## 2 Distributor Commercial Terms

### 2.1 Pricing Summary

Rexel's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Proposal is valid for 30 days from date of issue.

**AGREEMENT TERM: 1 Year**

**TOTAL PRICE: USD 10,785.00**

**TechConnect<sup>SM</sup> Contract Reinstatement Fee** USD 1,078.50

If this contract is not renewed before the current Contract Expiration Date, a 10% Contract Reinstatement Fee will be applied to the Suggested Resale Price.

### 2.2 Purchase Order Instructions

Rexel  
401 Winfield Ave  
Salisbury, MD 21801  
Attn: Dave Winey  
Email: David.Winey@rexelusa.com  
Reference quote # 228562

Purchase order should match the value and term proposed above. If a purchase order received does not match the term of the agreement, pricing will be subject to annual price adjustments.

### 2.3 Rexel Terms and Conditions of Sale

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are conditioned upon Rexel's Terms and Conditions of Sale located at <http://www.rexelusa.com/terms>. Quotation is valid for 30 days after the date of issue unless otherwise specified. Items subject to governmental tariffs effective on or after quotation will be price in effect at time of shipment unless otherwise specified. Quotation for commodity items is valid for the day of the quote only unless otherwise specified. All amounts quoted do not include state, local or municipal taxes. Appropriate taxes are added at time of sale.



Selling Ideas That Work!

Facchina Strategic Planning, Inc.  
 PO Box 967  
 Edgewater, MD 21037  
 410-798-7365  
 facchina@facchina.net

# Invoice

Date	Invoice #
3/1/2023	14201

Bill To:

Town of Chesapeake Beach Treatment Plant  
 P.O. Box 400  
 Chesapeake Beach, Md 20732

P.O. Number	Terms	Rep	Project		
Description			Quan...	Price Each	Amount
			1	9,524.60	9,524.60
				0.00	0.00

Subtotal	\$9,524.60
Sales Tax	\$0.00
Total	\$9,524.60
Payments/Credits	\$0.00
Balance Due	\$9,524.60

Please make all checks payable to:  
 Facchina Strategic Planning, Inc.  
 PO Box 967  
 Edgewater, MD 21037

4 April 2023

## Scope of Work for: Chesapeake Beach SCADA System Upgrade

Josh,

Thank you for reaching out to IMACS for this proposal to upgrade your SCADA system to the newest version. This Scope included all the work required to upgrade the two servers, clients, and PLC software to the current version. This software upgrade includes what is required for the system to run on the new Servers being provided by the Towns, IT contractor. Please reach out with any questions. We look forward to working with you on this project.

**IMACS is pleased to provide the following scope of work:**

### **IMACS will furnish and deliver the following:**

- **Software**
  - **Software under this scope is to be provided by the town via their Tech Connect Contract with Rockwell Software. IMACS will facilitate the coordination of the software acquisition with the Town and Rockwell to ensure the licensing is correct and activated properly. Below is the Licenses on the Tech connect proposal and their associated equipment:**

#### **Primary SCADA Server:**

Studio 5000 Standard, PLC configuration Software  
PN: 9324-RLD300ENE  
SN: 1203173487

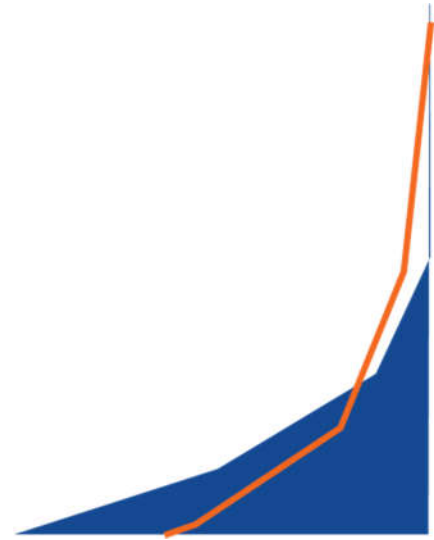
Factory Talk Server SE, 250 Displays, SCADA Server Software  
PN: 9701-VWSS250AENE  
SN: 2528016763

Factory Talk View Studio ENT, SCADA Development Software  
PN: 9701-VWSTENE  
SN: 2528016763

Kepserver Enterprise, SCADA Driver Software  
PN: 9301-OPCSRVE  
SN: 1421014107

#### **Secondary SCADA Server:**

Studio 5000 Standard, PLC configuration Software



PN: 9324-RLD300ENE  
SN: 1421014108

Factory Talk Server SE, 250 Displays, SCADA Server Software  
PN: 9701-VWSS250AENE  
SN: 2528016764

Kepserver Enterprise, SCADA Driver Software  
PN: 9301-OPCSRVENE  
SN: 1421014108

### **RAS/WAS PLC SCADA Client Display:**

FT View Client Site Edition  
PN: 9701-VWSCWAENE  
SN: 2524101426

### **Blower PLC SCADA Client Display:**

FT View Client Site Edition  
PN: 9701-VWSCWAENE  
SN: 2524101427

### **(3) Office Client Computers**

FT View Client Site Edition  
PN: 9701-VWSCWAENE  
SN: 2524101428, 2524101429, 2524101430

Note: The UV and Filter Displays are not SCADA clients; they are panel-specific HMIs and do not need to be upgraded at this time.

- **Software Implementation**
  - **IMACS will install, migrate and update the following systems with the software provided above:**
    - **Primary SCADA Server**
      - Install SCADA software
      - Configure the computer to interface with the plant network.
      - Configure users and permissions with IT support
      - Install Industrial Control System Drivers and misc. Software Components
      - Migrate the existing plant program to the new server.
      - Install updated PLC configuration software utilized for plant troubleshooting and maintenance.
    - **Secondary SCADA Server**
      - Install SCADA software
      - Configure the computer to interface with the plant network.
      - Configure users and permissions with IT support
      - Install Industrial Control System Drivers and misc. Software Components

- Migrate the existing plant program to the new server.
- Confirm the operation of server redundancy.
- **(3) Client Computers**
  - Install SCADA software
  - Configure the computer to interface with the plant network.
  - Configure users and permissions with IT support
- **(2) Panel PCs for RAS/WAS and Blower**
  - Provide a new 15" industrial touchscreen computer
  - Install new display in existing panels
  - Configure networking to interface with the plant network
  - Load Plant SCADA program
- **Programming**
  - Reconfiguration and programming of SCADA computers and devices as required for a complete and operational system
- **Documentation**
  - Plant Licensing
  - Copy of Plant Programs
  - User information
- **Testing**
  - Confirmation of functionality of all new installations
  - Confirm operation of redundancy
- **Training**
  - Basic Client access and controls
  - Restarting and Basic troubleshooting
- **Administration**
  - Coordination with other trades
- **Delivery and installation**
  - Freight and Delivery to Job Sites
- **Miscellaneous**
  - All other required ancillary components for a fully operable and acceptable installation per the contract documents
  - Warranty 1 year manufactured defects on provided panel HMIs

**Not Included:**

1. All sales and use tax
2. Any Equipment Not Specifically listed on this scope.

**Lead Time: Begin approximately six Weeks upon approval and approximately two weeks to complete.**

**Cost: \$20,082.40**

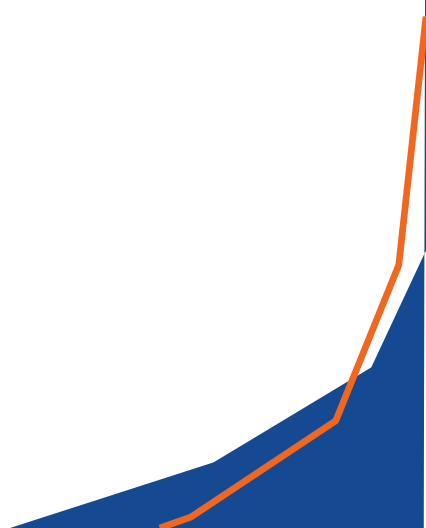
Prepared by:

Trevor McConville

President, Chief Engineer

[trevor@imacscontrols.com](mailto:trevor@imacscontrols.com)

443-340-6708



IMACS, inc.

PO Box 248

New Windsor, MD 21776

Tax ID 36-4625016  
DUNS 625282165

# Estimate

Date	Estimate #
3/28/2023	849

Name / Address
Chesapeake Beach Attn; Jon Castro 8200 Bayside Road Chesapeake Beach, MD 20732

Blanket P.O.

Description	Qty	U/M	Rate	Total
Field Service Provided by Jordan Birdsall -Programming configuration of SCADA system upgrade to the newest version software license not included	80	hr	140.00	11,200.00
Technician Install of new screens	8	hr	120.00	960.00
Engineering Services -Investigation and transfer of missing software licenses and development of Techconnect with Rexel	6		140.00	840.00T
Panel PC Replacement for existing clients	2		3,541.20	7,082.40
<b>Subtotal</b>				\$20,082.40
<b>Sales Tax (0.0%)</b>				\$0.00
<b>Total</b>				\$20,082.40





To: The Honorable Mayor and Town Council

From: Holly Wahl, Town Administrator  
Carla Richard, Operations Manager

Subject: CBWP Security Enhancement

**Date: March 30, 2023**

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## **I. BACKGROUND:**

Water park staff have the responsibility to ensure that all access points to the park are securely locked, especially when there is water in the pool. This is to protect our staff, patrons, and community, especially a child or a person that is unable to swim from wandering onto the premises to potentially fall four feet into an empty pool or drown. The water park staff does an exceptional job of making sure that doors are always locked at the end of the day (when water is in the pool), but multiple departments and staff entering and exiting at all times of the day leaves room for mistakes and communication malfunctions, resulting in access points being vulnerable. Keep in mind that 76% of our staff was under the age of eighteen for the 2022 season. The tampering of food and inventory sold to our guests is also the staff's responsibility directly associated with proper locking up of the park. The main office door lends access to park assets theft if not properly locked. Our current situation is securing the main office door with a dead bolt keyed lock and the three gates with uniquely coded padlocks.

The Chesapeake Beach Water Park welcomes many wonderful guests each season. With the nature of a theme park and the expected crowds, this welcomes hostile and sometimes unsafe guest interactions and situations. Previous instances include but are not limited to threatening staff at the front gates and admission window, patrons that are under the influence of drugs or alcohol in the park and in the parking lot, and fights between guests at the park. Authorities have had to be called for other emergencies in the past, mostly involving water-related injuries.

The water park is an outdoor facility in the heart of town which leaves it exposed to all kinds of security risks. With the recent events of the stolen car and high-speed chase that started in our parking lot, security is and will continue to be an issue. Sharing the parking lot with the Northeast Recreation Center exposes our access points to large amounts of people, most of those being children. Our staff, guests, and community are our main concern when it comes to safety.

## **II. PROJECT GOALS:**

The goal is to purchase and install a two-part security system to work towards enhancing our staff, guests', and community members' safety. The first component is an electronic access control system that can only be accessed by those with specific fobs with unique credentials. The system will integrate with Town Hall's current system and is cloud based. The Operations Manager and Town Administrator will be able to check online to ensure that all access points are securely locked as well know who enters the park. In an emergency, this would allow the gates to be shut and locked automatically from the outside without having to quickly install a padlock. The reason(s) for this part of the project would be to (i) ensure access points are securely locked when unattended at all times, (ii) give staff or patrons the ability to shut and lock the gate via an electronic strike rather than a padlock, (iii) control access to managers and staff that have been designated a key fob, and (iv) integrate with the Town Hall existing system to be able to monitor who enters the park and when.



The second part of the security system would be to install one fixed and two remote panic buttons that tie into an alarm system that directly notifies authorities of an emergency. The fixed panic button would be installed underneath the admissions desk which is the first point of contact for most guests, and the two remotes would be distributed to the park manager and the staff at the side gate entrance. The reason(s) for this part of the project would be to (i) allow staff to protect themselves and guests from personal harm in a discrete manner, (ii) allow staff to quickly alert emergency professionals and authorities of an emergency dealing with water safety and our guests without having to wait on radios or cell phones, and (iii) provide staff with a sense of security to effectively perform their daily duties without concern of their safety.

### III. SCOPE OF WORK:

The Chesapeake Beach Water Park seeks to install a two-part security enhancement system for the start of the 2023 operating season.

The Chesapeake Beach Water Park seeks to purchase:

- (1) Electronic access control system securing 3 exterior gates and 1 main office door that are all controlled by uniquely programmed key fobs which tie into a cloud-based system integrating with the existing Town Hall system.
- (2) Panic Button Alarm System with 1 fixed and 2 remote panic buttons that tie into an alarm system that directly alerts local authorities.

### IV. RESULTS:

The Town of Chesapeake Beach currently uses **B.O.S.S.** for their cloud-based security system, so the Water Park would like to continue this working relationship and purchase the security system from **B.O.S.S.** Implementation time for this project would be within 3 weeks of the award. Exhibit "A" includes itemized pricing for the desired system and Exhibit "B" shows the desired locations.

*See Exhibit "A" and "B" below.*

### V. RECOMMENDATION:

It is recommended that the Town Council authorize the Mayor to approve the purchase of the two-part security system from B.O.S.S. to be installed right away prior to the start of the season. This project will take place in lieu of the cabana installation that was previously awarded by the Town Council. The cabana project requires additional timing for permit processes due to conditions under the Park. For this reason, staff expect the cabana project to start following the 2023 water park season.

The total amount needed for this purchase is broken down by the two parts:

- Part 1 – Electronic Access Control System
  - Invoiced amount: **\$15,789.71**
  - Monthly Cloud Service Fee (\$49.95) Billed Annually: **\$635.36**
- Part 2 – Panic Button Alarm System
  - Invoiced amount: **\$1,589.99**
  - Monthly Cellular Monitoring Fee (\$39.95) Billed Annually: **\$479.40**



- Project Total: **\$17,379.70** with an annual fee of **\$1,114.76**

**Exhibit “A” – Estimated Invoice for Project on the following page**



P.O. Box 91  
Owings, MD 20736

410-286-5555  
bodmerowingsllc@gmail.com

## Estimate

Date	Estimate #
2/15/2023	2489

<b>Customer Name</b>
Chesapeake Beach Water Park PO Box 400 Chesapeake Beach, MD 20732

<b>Ship To</b>
Chesapeake Beach Water Park 4079 Gordon Stinnett Avenue Chesapeake Beach, MD 20732

Description	Qty	Rate	Total
<b>Water Park - Access Control System Estimate</b>			
PDK Cloud Node Access Control System w/ Single iO Door Controller	1	979.95	979.95T
PDK 1-Door iO Door Controller	3	699.95	2,099.85T
PDK Proximity Card/Fob Reader	4	239.99	959.96T
Securitron Gate Lock w/ mounting Brackets	3	799.99	2,399.97T
HES 5000 Series Electronic Strike	1	299.99	299.99T
Access Control Cable	1	849.99	849.99T
Miscellaneous Equipment	1	1,250.00	1,250.00
Installation, programming and training	1	6,950.00	6,950.00
Monthly Cloud Service \$49.95 - Billed Annually \$635.36			
Note: This estimate is based on having a stable network connection inside the slide tower for the rear gate.			
Honeywell Alarm System for (3) Panic Buttons (1 fixed; 2 remote) Monthly Cellular Monitoring Fee: \$39.95 per month (Billed Annually)	1	1,589.99	1,589.99
Thank you for giving B.O.S.S. this opportunity!	<b>Subtotal</b>		\$17,379.70
	<b>Sales Tax (0.0%)</b>		\$0.00
	<b>Total</b>		\$17,379.70



**Exhibit "B" – Location of Entryways to be Secured**





To: The Honorable Mayor and Town Council  
Subject: Richfield Station Saddle Replacements  
Date: April 6, 2023

From: Holly Wahl, Town Administrator  
Jay Berry, Public Works Administration

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## **I. BACKGROUND:**

Public works staff spends hundreds of hours every year repairing failed saddles in the Richfield Station community costing the Town both direct and indirect costs. These hours are never planned and are always an emergency response requiring an “*all hands-on deck*” response from Public Works. The repair is time intensive requiring repair of the failed line and removal of the wet material before the hole can be backfilled and then asphalt installed.

There are several reasons for the failures, some are caused by (i) stray currents, (ii) electrical panels inside the home grounded in some form to the copper water line, and (iii) a possible magnetic field around underground utilities that latches onto copper laterals. In all these cases the current travels along the copper (metal) water line to the main C-900 (plastic) water main. At that point the current can no longer travel and finds the weakest metal which is the saddle.

## **II. PROJECT GOALS:**

Under the direction of the Public Works Administrator, the Town plans to move forward to phase 1b of the saddle replacements in Richfield station with (2) two contractors under a labor rate invoice agreement. The Town will purchase all materials needed at a tax-free rate with no mark-up and have each contractor complete (5) five days’ worth of saddle replacement work. A representative from BGE will be on site to check the “stray current” and the Public Works Administrator will be collecting soil samples at each saddle location to monitor the PH levels and other data. The project scope will be adjusted based on this evaluation period.

The phased testing period plan is determined to be the most cost-effective way to complete the work needed. Issuing an RFP with a lump sum of price per saddle would prompt any contractor to bid a worst-case scenario as there are many unknown variables contractors must account for. A phased-in approach with daily rates gives the town options and further information. In this approach, production will be monitored closely and as issues arise, we can always switch or get other bids when a new vender may come available.

## **III. RECOMMENDATION:**

Town Council to consider authorizing the Town Administrator to move forward with phase 1b of the project after completing saddle replacements in 1a.

## **IV. FISCAL IMPACT:**

The total project cost is expected to be \$750,000 of which American Rescue Plan Act (ARPA) funds would be used. The Town Council approved authorizing the Town Administrator to initiate work not to exceed \$50,000 for Phase I of the project from the FY23 General Fund Capital Improvement line item. These funds were used to replace 11 saddles on Deerfield Lane and 1 on Forest Ridge Terrace. Town staff is requesting another



\$150,000 in funds as we work through making additional saddle repairs. In all predicted areas of derogation, it is confirmed by Public Works that the saddles do require full replacement.

**Total project expected costs are \$750,000:**

**Phase 1a:** \$50,000 approved and completed.

**Phase 1b:** \$150,000 additional request to complete by a time and material rate.

After Phase 1b is complete Public Works will report the total number of saddles replaced in phase 1a and 1b and will be able to better predict the total number of saddles moving forward.