



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
AGENDA

Wednesday, January 20, 2021
7:00 PM, Microsoft Teams Meeting

Call to Order – Larry Perrone, President

Pledge of Allegiance – All

Approval of Agenda – Board

Approval of Minutes

November 20, 2020 – Special Meeting

December 19, 2020 – Regular Meeting

President's Remarks – Larry Perrone, President

GM Report – John Viola

Treasurer's Report- Doug Parks

Public Comments

Capital Purchases Requests –

White Horse Campus Parking Lot Paving

Police Dept. – 2 Vehicles

Racquet Center - 4 Pickleball Courts

Racquet Center – Fence for New Courts

Racquet Center – Junior Tennis Courts

CPI Violations-

18 Harbormist Circle (roof maintenance)

1 Maid Marion Lane (roof maintenance)

9 Chestnut Way (roof maintenance)

Unfinished Business – None

New Business – None

Appointments –

John Dilworth – 2nd Term – ARC

Gerald Horn – 2nd Term – Marine

Jerry Leuters – 2nd Term - Marine

Adjournment



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS SPECIAL MEETING
Friday, November 20, 2020, 4 PM
Assateague Room, Community Center

PRESENT: Larry Perrone, Colette Horn, Doug Parks, Frank Brown, Tom Janasek and Frank Daly. Camilla Rogers via phone.

ALSO PRESENT: John Viola, General Manager and Jeremy Tucker, Association legal counsel, 2 members of the press and approximately 14 Association members.

Call to Order – Larry Perrone called the meeting to order at 4:00 pm with the Pledge of Allegiance.

Approval of Agenda – Ms. Horn moved to approve the Agenda, Mr. Daly seconded, all in favor.

President's Remarks – Larry Perrone – Mr. Perrone stated all Public comments must kept to the topic of the Agenda.

Public Comments –

John Reeve – 18 Fishing Creek Lane
Esther Diller – 9 Widows Watch
John Latham – 7512 Yacht Club Drive
Stuart Lakernick – 9 Widows Watch
Tom Bierley – 6 Oceans End

**Public Hearing as authorized under by-law section 5.12(b), Resolution B-08, 4.,
Viola v Janasek**

MOTION: to remove Director Janasek from the Board for cause in accordance with OPA Bylaws section 5.12(b) – Colette Horn - Mr. Brown seconded; Mr. Perrone called for each Director's vote.

Colette Horn – Yes
Frank Brown – Yes
Doug Parks – No
Tom Janasek – No
Camilla Rogers – No
Frank Daly – No
Larry Perrone – Yes
Motion failed.

Motion – To censure Tom Janasek – Jeremy Tucker read the resolution attached) -

Frank Daly, Mr. Brown seconded; Mr. Perrone called for each Director's vote.

Colette Horn – Yes

Frank Brown – Yes

Doug Parks – Yes

Tom Janasek – Yes

Camilla Rogers – Yes

Frank Daly – Yes

Larry Perrone – Yes

Motion passed.

At 4:38 pm, Mr. Daly moved to Adjourn, Mr. Parks seconded, all in favor.

Respectfully submitted:

Camila Rogers, Secretary



OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS' REGULAR MEETING
Saturday, December 19, 2020
9:00 am, Microsoft Teams Meeting

PRESENT: Larry Perrone, Doug Parks, Frank Brown, Colette Horn, Camila Rogers, Frank Daly and Tom Janasek.

ALSO PRESENT: John Viola, General Manager.

Call to Order – Larry Perrone called the meeting to order at 9:00 am with the Pledge of Allegiance.

Approval of Agenda

Ms. Horn moved to accept the Agenda, Mr. Daly seconded, all in favor.

Approval of Minutes

November 18, 2020 – Regular Meeting – Ms. Rogers moved to accept, Mr. Parks seconded, Mr. Perrone asked to remove Steve Tuttle and add Frank Brown from the present line of the Minutes; all in favor of the change. Mr. Parks moved to accept the amended Minutes, Ms. Horn seconded, all in favor.

November 18-19, 2020 – Closed Meeting – Ms. Horn moved to accept, Ms. Rogers seconded, all in favor.

President's Remarks – Larry Perrone – Mr. Perrone announced the details of the Jenkins Point project are in the Board packet.

GM Report- John Viola (see attached)

Treasurer's Report- Doug Parks (see attached)

Public Comments

Frank Delaurentis – 22 Quarter Staff Place – drainage issues

Capital Purchases Requests- None

CPI Violations-

- 5 White Cap Lane (roof maintenance)
- 5 White Cap Lane (house number)
- 18 Harbormist Circle (roof maintenance)
- 4 Moby Dick Dr. (roof maintenance)
- 28 Birdnest Dr. (roof maintenance)
- 62 Falconbridge Rd. (roof maintenance)

61 Falconbridge Rd. (roof maintenance)

23 Falconbridge Rd. (roof maintenance)

21 Falconbridge Rd. (roof maintenance)

42 Bramblewood Dr. (roof maintenance & house number)

1 Maid Marion Lane (roof maintenance)

9 Chestnut Way (roof maintenance)

Mr. Viola will bring these back to the Board next month with a plan to address the work.

Unfinished Business –

Second Reading – Resolution C-14 – Camilla Rogers – Mr. Parks seconded and offered an amendment; Motion should read *"I move that C-03 be reinstated, reestablishing the Racquet Sports advisory committee."* Ms. Rogers accepted the amendment. Mr. Janasek seconded the amendment, all in favor. All in favor of the amended motion.

Board Work Group Updates – Larry Perrone – Mr. Perrone asked each Director to give an update on their work groups.

New Business –

Motion – Move to approve the selection of Republic Services to provide trash and recycling services to Ocean Pines. – Doug Parks – Ms. Horn seconded, all in favor.

Motion – Move to approve the selection of TGM Group as the accounting firm for the Ocean Pines Association. – Doug Parks – Ms. Rogers seconded, all in favor.

Motion – HR Policies – Colette Horn – Mr. Perrone seconded and offered an amendment to remove the sick policy changes from the Motion. Mr. Parks seconded the amendment, all in favor. Ms. Rogers seconded the amended Motion, all in favor.

Discussion – Jenkins Point Project – Larry Perrone – Mr. Perrone explained the Jenkins Point project and stated with no objections or comments, he would sign and forward the requested form to MD Dept. of Natural Resources.

Appointments – None

At approximately 10:42 am, the Board adjourned to Closed Session for the purpose of matters pertaining to employees and personnel as permitted by the MD Homeowner's Association Act, Section 11B-111(4)(i) and consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters as permitted by the MD Homeowner's Association Act, Section 11B-111(4)(iiv) – Doug Parks – Mr. Daly seconded, all in favor.

Respectfully submitted:
Camila Rogers, Secretary

*Please note at the November 18m 2020 Regular Board Meeting – At 7:49 pm there were 2 Motions to Adjourn to Closed Session. Adjournment to closed session for the purpose of discussing matters pertaining to employees and personnel; specifically pertaining to the general manager's annual performance review as permitted by the MD Homeowner's Association Act, Section 11B-111(4) (i). – Colette Horn – Mr. Perrone moved to amend the motion to include (iii) Consultation with legal counsel on legal matters. Mr. Daly seconded the amendment, all in favor. Mr. Daly moved to accept the amended Motion, Mr. Parks seconded, all in favor.

And - adjourn to closed session for the purpose of discussing matters pertaining to employees and personnel; specifically pertaining to an employee complaint regarding director ethics and conduct as permitted by the MD Homeowner's Association Act, Section 11B-111(4) (i). – Larry Perrone – Mr. Parks seconded, all in favor.



**OCEAN PINES ASSOCIATION, INC.
BID REQUEST FORM**

DEPARTMENT Public Works DATE December 11, 2020
 ITEM DESCRIPTION Paving Administration/Police Parking Lot
 FOR REPLACEMENT OF (if applicable) _____
 RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ _____

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Terra Firma of Delmarva, Inc Delmar, De 19940 302-846-3350	\$60,599.76		1 1/2" overlay
Morris McNeil Paving Contractor LLC	\$59,500.00		2" overlay (Staff Recommended)
Morris McNeil Paving Contractor LLC	\$93,555.00		3" overlay
Chesapeake Paving			No Bids
Pruitt Paving			No Bids

APPROVAL

DEPT. HEAD [Signature] DATE 12/14/20
 GENERAL MANAGER See attached email DATE _____
 ACCOUNTING [Signature] DATE 12/22/20
 BOARD _____ DATE _____

* Please limit 1 item per sheet



TERRA FIRMA OF DELMARVA, INC.

36393 SUSSEX HWY | DELMAR, DE 19940

(P) 302-846-3350 (F) 302-846-3517

WWW.TERRAFIRMACORP.COM | PAVING | SITE WORK

To: Ocean Pines Association, Inc.	Contact: Eddie Wells
Address: 239 Ocean Parkway Ocean Pines, MD 21811	Phone: (410) 641-7425
Project Name: White Horse Park	Bid Number: 01
Project Location: Ocean Pines, MD	Bid Date: 10/27/2020
Item Description	

Scope Of Work (48,419 SF)

- Mobilization
- Patch W/ 2" Base Course Asphalt
- Taper-Mill Asphalt At Sidewalks
- Roto-Mill Butt Joints
- Broom Area Free From Loose Debris
- Tack Coat To Ensure Proper Bond
- Provide And Install 1.5" Surface Course Asphalt Overlay Machine Laid And Rolled
- Remove And Replace Existing Wheel Stops (14)
- Striping

Total Price for above Scope Of Work (48,419 SF) Items: \$60,599.76

Notes:

- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may then be subject to review or change.
- Asphalt paving prices are based on **November 2020** liquid asphalt base index being **\$398.33** per metric ton. Hot mix quoted is 64-22/160 unless otherwise specified. Paving will be invoiced to reflect changes in liquid asphalt, energy and fuel escalation costs from the time of the proposal.
- Terra Firma does not guarantee drainage from pavement if designed slope is less than 1%.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$1,000.00 will be requested.
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specifically required beyond express clarification in our scope, overtime will be charged as an extra.
- All quotes and prices are based on the information received and plans provided for bidding purposes only. Information received post-bid are subject to our review and additional pricing if deemed necessary.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or individuals without written permission from Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates tacit agreement to abide by the proprietary disclosure conditions defined above.
- New pavement is prone to scuff marks by vehicle traffic. This is normal, and scuff marks will wear off with time.
- **EXCLUSIONS:**
 - All Permits, fees and bonds
 - Others to abandon roof drain
 - Undercut and / or refill of soft or yielding material
 - Any work not specifically mentioned in the above scope of work.

Payment Terms:

One third upon acceptance, balance net 15 days from date of invoice. A 1.5% per month service charge will be added to all unpaid balances after 30 days from the date of invoice. If Owner fails to pay Terra Firma of Delmarva Inc. in accordance with the payment terms set forth in this proposal, Terra Firma of Delmarva Inc. shall be entitled to, but not obligated to, suspend its work and / or terminate its contract with the owner, if the Owner fails to pay invoices when due. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Terra Firma of Delmarva Inc. shall have no obligation to the owner for the resolution of uncompleted work. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Owner agrees to defend and indemnify Terra Firma Inc. from all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by Terra Firma of Delmarva Inc., Owner agrees that if Terra Firma of Delmarva Inc. is subsequently directed to remobilize to the project, Terra Firma of Delmarva Inc. shall be entitled to a remobilization fee, which shall be determined by Terra Firma of Delmarva Inc. and is paid prior to any remobilization as well as any impact, delay and / or acceleration damages. Owner agrees to pay Terra Firma of

Delmarva Inc. in full, NO retainage withheld; within 30 days after the work set forth in this proposal has been completed. If Terra Firma of Delmarva, Inc. refers to collection of balances due under this contract to an attorney, then reasonable attorney fees of 35% of the balance plus court costs will be charged.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Terra Firma Of Delmarva, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Cahall 302-846-3350 ryan@terrafirmacorp.com</p>
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Proposal

PROPOSAL NO.	1892
SHEET NO.	
DATE	11-19-20

ADDRESS
1 Firehouse Lane
Ocean Pines, MD 21811

PHONE NO.

WORK TO BE PERFORMED AT:
ADDRESS
Ocean Pines
White Horse Parking Lot

DATE OF PLANS

ARCHITECT
MORRIS McNEIL

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

- Mill out asphalt along all sidewalks including entrance near Ocean parkway
- Haul away broken asphalt
- Clean and make ready 49,500 sq feet of asphalt
- Install 2 inches type C asphalt
- Compact asphalt
- Remove 14 old concrete parking bumpers
- Reinstall 14 new concrete parking bumpers
- Stripe 63 parking stalls / Fire lanes / Directional arrows

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$59,500⁰⁰

Dollars (\$ _____) with payments to be made as follows. 35% Down = \$20,825

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Date _____

Proposal

PROPOSAL NO.	1734
SHEET NO.	
DATE	10-28-20

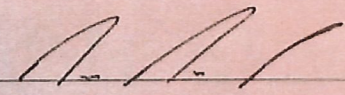
PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME Ocean Pines Public Works	ADDRESS Ocean Pines
ADDRESS 1 Firehouse Lane	White horse Park Parkins
Ocean Pines, MD. 21811	DATE OF PLANS
PHONE NO.	ARCHITECT MORRIS MCNEIL

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

- Mill out asphalt along all sidewalks including entrance OF parking lot near Ocean Parkway
- Haul away broken asphalt
- Clean and make ready 49,500 square Feet OF asphalt
- Apply tac-coat on surface OF asphalt
- Install 3 inches type C asphalt covering 49,500 square Feet
- Compact Asphalt
- Remove 14 old Parking Bumpers
- Re install 14 new concrete Bumpers
- Stripe 63 parking stalls / Fire lanes / Directional ARROWS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of ninety three thousand five hundred and fifty five Dollars (\$ 93,555) with payments to be made as follows.



Respectfully submitted 

Per _____
 Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
 Signature _____
 Date _____



Save



Share

Michelle Bennett

From: John Viola
Sent: Friday, January 15, 2021 2:23 PM
To: Michelle Bennett
Subject: FW: Message from "FinancePrinter"
Attachments: 20210115142846818.pdf

Approved

-----Original Message-----

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Friday, January 15, 2021 2:21 PM
To: John Viola <jviola@oceanpines.org>
Subject: FW: Message from "FinancePrinter"

The bid request for the White Horse Campus parking lot paving is attached. Please reply with your approval.

Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org

-----Original Message-----

From: OP Scanning <scanning@OCEANPINES.onmicrosoft.com>
Sent: Friday, January 15, 2021 2:29 PM
To: Michelle Bennett <mbennett@oceanpines.org>
Subject: Message from "FinancePrinter"

This E-mail was sent from "FinancePrinter" (MP C6004).

Scan Date: 01.15.2021 14:28:46 (-0500)
Queries to: scanning@OceanPines.org



**OCEAN PINES ASSOCIATION, INC.
BID REQUEST FORM**

DEPARTMENT Police Dept. DATE 1/12/2021
 ITEM DESCRIPTION 2 Police Vehicles
 FOR REPLACEMENT OF (if applicable) #1648 & #1651
 RESERVE STUDY - PAGE # 24 LINE# 7.067 & 7.070 BUDGET AMOUNT \$ 37,000/2020-2021

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
Hertrich Fleet Services	\$38,854 x 2 = \$76,908	\$(39,908)	State Contract (see attachment)

DEPT. HEAD <u>[Signature]</u> DATE <u>1-14-2021</u>	APPROVAL <u>[Signature]</u> GENERAL MANAGER DATE <u>1/14/21</u>	BOARD DATE _____
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*Please limit 1 item per sheet



Ocean Pines Police Department
239 Ocean Parkway
Ocean Pines, Maryland 21811

Memorandum:

Date: Jan 9, 2021

TO: Mr. J. Viola
FROM: Chief James L. Ehrisman
SUBJ: Police Vehicle Replacement

At this time I would like to provide a little background on the use of our police vehicles. We are currently the only police department in Worcester County that does NOT have a take-home vehicle program for its officers. While this hurts us in recruitment and retention, it does enable us to keep the police fleet small. To illustrate this, the two similar sized police agencies in our County: Berlin (15 vehicles) and Pocomoke (17 vehicles) have much larger fleets.

In our agency, we may have 6 marked vehicles on the road on weekends between 9PM and 3AM, when our two patrol shifts overlap on the busiest days of the week. Some of our police vehicles run 24 hours per day, unlike departments with take-home vehicles. In those departments, the vehicle is only operated 8-10 hours, and only when the officer is working. This enables these departments to keep the vehicles much longer.

Our police vehicles show dramatic increase in repairs when they reach the 125,000 mile mark. Remember, these vehicles are often operated 24 hours per day, and the engines have many more hours on them, when they are run at idle. There are some years we request no vehicle replacement, and some years we request one or two, due to mileage. The replacement vehicles we have requested are the two oldest vehicles in our fleet.

Vehicles of the Ocean Pines Police Department needed to replace:

2011 Ford Expedition Mileage 176567 (Major engine issues)

2014 Ford Explorer Mileage 143730 (Major repairs , Seats door panels interior ect.)

Replacing these Fords with the Chevy Tahoe has been found to be the best package and price for the current STATE CONTRACTED PRICE used by neighboring police agencies. It fits the physical needs as the size of the vehicle for practical use for officers, equipment and transport needs.

Thank you for understanding our needs.

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

MO #300. Poss.

DELAWARE STATE CONTRACT GSS20013 2021 Tahoe PPV

Includes Standard Equipment - 40/20/40 Split Bench Front Seat w/Center Section Deleted,
Vinyl Rear Seat, Vinyl Floor, Bluetooth, Rear Camera
5.3L V8 ECOTEC3 & 6 Speed Automatic Transmission

✓	Code	Description	Amount
	CC10706	2021 Tahoe PPV 2WD OR	\$ 33,698
✓	CK10706	2021 Tahoe PPV 4WD	\$ 36,423
✓	KEY/FOB	Additional Key/FOB	\$ 155
	A50	Front Bucket Seats w/Full Console (non-removable)	\$ 325
	AZ3	40/20/40 Front Split bench w/center section fold-down to console/cup holders	N/C
	ATZ	Second row seat delete (credit) – ships as an incomplete vehicle	(\$ 400)
	B30/B58	Carpet w/ Carpeted Mats	\$ 255
	PQA	Fleet Safety Package Includes: Forward Collision Alert, Lane Departure Warning, Forward Automatic Emergency Braking, Following Distance Indicator	\$ 375
	BTV	Remote Start	\$ 280
	DRZ	Rear Camera Mirror – rear camera image in rear view mirror	\$ 450
✓	7X3	Driver's Side Spotlight	\$ 750
	7X2	Dual Spotlights	\$ 1,275
✓	V76	Black Tow Hooks	\$ 50
✓	6J4	Pre-wiring for horn & siren circuit	\$ 55
✓	6J3	Pre-wiring for grille lamps & siren speakers	\$ 92
✓	6J7	Flashers, headlight & tail light, with control wire	\$ 50
✓	6N5/6	Rear door lock & window switches disabled	\$ 119
✓	T53	Lamps, alternate flashing Red/Blue, rear compartment lid warning	\$ 565
✓	VQK	Molded Splash Guards	\$ 195
	No Charge Colors	GAZ – White GBA – Black GJI - Shadow Grey GLU – Midnight Blue GJW – Empire Beige G9K - Satin Steel GS6 – Graywood (**Reds & Special Paint Available For Additional Cost**)	
	Interior	Jet Black Premium Cloth	
		Total for Vehicle	<i>36,454</i> \$

Please contact us with any questions or to place an order.

Susan Hickey - shickey@hertrichfleet.com - or call 800-698-9825

Michelle Bennett

From: John Viola
Sent: Friday, January 15, 2021 2:14 PM
To: Michelle Bennett
Subject: FW: Message from "FinancePrinter"
Attachments: 20210115142009385.pdf

approved

-----Original Message-----

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Friday, January 15, 2021 2:12 PM
To: John Viola <jviola@oceanpines.org>
Subject: FW: Message from "FinancePrinter"

The bid sheet for the Police vehicles is attached. Please reply with approval.

Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org

-----Original Message-----

From: OP Scanning <scanning@OCEANPINES.onmicrosoft.com>
Sent: Friday, January 15, 2021 2:20 PM
To: Michelle Bennett <mbennett@oceanpines.org>
Subject: Message from "FinancePrinter"

This E-mail was sent from "FinancePrinter" (MP C6004).

Scan Date: 01.15.2021 14:20:09 (-0500)
Queries to: scanning@OceanPines.org



**OCEAN PINES ASSOCIATION, INC.
 BID REQUEST FORM**

DEPARTMENT Racquet Center DATE 1/15/21
 ITEM DESCRIPTION 4 PICKLEBALL COURTS LOCATED NEXT TO HARD SURFACE COURT #10
 FOR REPLACEMENT OF (if applicable) _____
 RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ New Capital

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
ATC CORP 443 632 6928 NICK ROUHANA	\$128,000		
TERRA FIRMA 302 846 3350 RYAN CAHALL	\$67,895		Recommended
JERRY'S PAVING ROB FAUCETT 302 500 3366 ROB@JERRYSPAVING.COM	\$88,500		

APPROVAL	
DEPT. HEAD <u>Jerry Mc Mull</u> / 1/15/21 DATE	GENERAL MANAGER <u>See Attached email</u> DATE
ACCOUNTING <u>Spaai</u> 1/15/21 DATE	BOARD _____ DATE

EST. 1945

ATC CORP

FORMERLY AMERICAN TENNIS COURTS

CERTIFIED MINORITY BUSINESS ENTERPRISE

TO: Ocean Pines

DATE: 9/23/2020

ATTN: Mr. Tim McMullen

FAX:

FROM: Nick Rouhana

RE: Pickleball Court Construction at Ocean Pines – Four (4) Pickleball Courts Measuring a Total of Roughly 60' x 120'

TOTAL NUMBER OF PAGES (Including Cover Sheet): 4

Dear Mr. McMullen:

We are pleased to submit the following lump sum price of **\$128,375.00**, to perform the work specified therein, at the above referenced project.

- A) Excavate 10", **dispose of on site** and rough grade.
- B) Fine grade, place six inches (6") of crusher run stone, and compact to maximum density.
- C) Furnish and install two inches (2") of hot mix base course asphalt, compacted thickness.
- D) Furnish and install two inches (2") of hot mix surface course asphalt, compacted thickness.
- E) Furnish and install black vinyl coated fencing system, ten feet (10') in height, around entire perimeter of court.
- F) Furnish and install two (2) pedestrian gates.
- G) Furnish and install eight (8) concrete net post foundations. Foundations shall be 3'x3'x3' in depth, and bell-shaped at the bottom. Ground sleeves shall be constructed of a schedule 40 PVC pipe and fitted with an airtight cannon plug to prevent concrete seepage into the sleeve.

- H) Furnish and install four (4) concrete center tie down anchors. Anchors shall be a "Sure
- I) Furnish and install one (1) coat of Acrylic Resurfacer over entire court surface.
- J) Furnish and install **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- K) *Layout, tape and hand paint playing lines with Acrylic Line Paint.*
- L) Furnish and install four (4) set of Douglas Pickleball Net Posts.
- M) Furnish and install four (4) Douglas Pickleball Nets.

NOTE: THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. PROPER ACCESS TO BE PROVIDED BY CUSTOMER. ABOVE PRICE IS BASED ON FLAT LAND READY FOR EXCAVATION AND EXCLUDES ANY TREE REMOVAL. A SITE VISIT WILL BE REQUIRED BEFORE ACCEPTANCE OF PROPOSAL.

CONDITIONS

Any permits, if necessary, are to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access is to be provided by Customer, or Customer's representative. ATC CORP is not responsible and Customer agrees to hold ATC CORP harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing sub-base that is encountered during the execution of this contract will be charged to the Customer on a time plus materials basis. Due to the temperature and climatic conditions, the **color coating** surfaces may not be installed when the ambient temperature is less than 55 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP *In the event the Customer accepts this proposal, but requires ATC CORP to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail.* In the event that Customer maintains ATC CORP is not complying with the terms and conditions of this proposal, it shall immediately provide written notice to the ATC CORP representative who has signed below of the basis of ATC CORP's non-compliance with the proposal, and/or any other problems concerning ATC CORP's performance of its work. Notification to any other individuals shall not be binding on

ATC CORP. Any claim for back-charges must be submitted in writing to the ATC CORP representative who has signed below within five (5) calendar days of said occurrence or such claim shall be deemed waived by Customer. ATC CORP shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said *unavailability of supplies/materials when the shortage is caused by an event beyond ATC CORP's control*. Any controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if ATC CORP, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If ATC CORP elects to arbitrate; Subcontractor expressly consents to arbitration in Baltimore County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If ATC CORP in *its sole discretion elects to waive arbitration, any controversy or claim shall be resolved by* formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland. **Unless otherwise agreed to by ATC CORP, acceptance of this proposal requires that the Customer sign, date and return the executed proposal to ATC CORP so that it is received by ATC CORP within 30 days of the date of the proposal. The price(s) in this proposal is/are valid for a period of 30 days from the date of the proposal, and if this proposal is not accepted by the Customer within such time frame, this proposal shall be deemed null and void. The price(s) in this proposal was/were calculated based upon the assumption that the work set forth herein would be completed within 30 days of acceptance of the proposal. In the event that this proposal is accepted, but ATC CORP is not able to perform the work of this proposal within such a timeframe, for reasons beyond the reasonable control of ATC CORP, ATC CORP shall be entitled to additional compensation associated with any delays or price increases that are caused by such delay in the performance of its work.**

PAYMENT TERMS

25% due upon acceptance of proposal, **\$50,000.00** due upon completion of paving and balance due upon completion of stated work. Monthly progress payments due for all work completed that month, up until project completion. If Customer fails to pay ATC CORP in accordance with the payment terms set forth in this proposal, ATC CORP shall be entitled to, but not obligated to, *suspend its work and/or terminate its contract with the Customer, if the Customer fails to pay invoices when due*. In the event of such a suspension or termination by ATC CORP, ATC CORP shall have no obligation to the Customer for the resolution of uncompleted work. In the event of such a suspension or termination by ATC CORP, Customer agrees to defend and indemnify ATC CORP from any and all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by ATC CORP, Customer agrees that if ATC CORP is subsequently directed to remobilize to the project, ATC CORP shall be entitled to a remobilization fee, which shall be determined by ATC CORP and is to be paid prior to any remobilization as well as any impact, delay and/or acceleration damages, including but not *limited to extended home office and field overhead*. Customer agrees to pay ATC CORP in full, including retainage (if applicable); within 30 days after the work set forth in this proposal has been completed.

GUARANTEES

We will guarantee for the period of one (1) year from the date of substantial completion, against any defects in materials or workmanship. Warranty does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 1-410-477-4400 EXT.117.

Very Truly Yours,

Nick Rouhana
ATC CORP

Customer:

Signature

By: _____
Print Name

Title

Date: _____



TERRA FIRMA OF DELMARVA, INC.
 36393 SUSSEX HWY | DELMAR, DE 19940
 (P) 302-846-3350 (F) 302-846-3517
WWW.TERRAFIRMACORP.COM | PAVING | SITE WORK

To:	Tim McMullen	Contact:	Tim McMullen
Address:	11443 Manklin Creek Rd. Ocean Pines, MD 21811	Phone:	443-827-2091
Project Name:	Ocean Pines Racquet Center	Fax:	
Project Location:	Ocean Pines, MD	Bid Number:	01
Item Description		Bid Date:	9/25/2020

Parking Lot/Angled Parking (28,485 SF)

- Mobilization
- Provide Necessary Engineering Layout
- Excavate Existing Material 6" And Export In Angled Parking Area
- Provide And Install 4" CR-6 Stone Base In Angled Parking Area
- Finish Grade, Roll And Compact Existing Stone Base
- Provide And Install 2" Surface Course Asphalt Machine Laid And Rolled
- Remove And Replace Existing Wheel Stops

Total Price for above Parking Lot/Angled Parking (28,485 SF) Items: \$53,836.45

Alt: Parking Lot Striping

- Striping

Total Price for above Alt: Parking Lot Striping Items: \$4,132.96

Pickleball Court (60x120) - Loader Fed

- Mobilization
- Provide Necessary Engineering Layout
- Excavate Existing Material
- Provide And Install 6" CR-6 Stone Base
- Finish Grade, Roll And Compact Existing Stone Base
- Provide And Install 2" Base Course Asphalt Machine Laid And Rolled
- Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled
- 1. Install sleeve type net post footers (concrete footers are 18" on top belled to 30" at bottom) to proper depth and orientation. The footers are to be circular in shape not square so no corners exist.
- 2. Four (4) Galvanized steel net post ground sleeves for 3 inch round net post using Midwest sports Item # 1234473 or equivalent are to be installed at the proper distances.
- 3. Install two (2) center strap anchor to proper depth and orientation set in 12" x 12" x 12" concrete footer. Using Midwest Sport Item #CPA anchor for center strap or equivalent.
- 4. Provide and install net posts in the pre-installed ground sleeves using Midwest Sports item # 1234404 Edwards 3" classic round net posts or equivalent.
- 5. Install tournament tennis court nets and center strap to ready courts for play using Midwest Sports Item # 1234374 Edwards Aussie Tennis nets and item #793 Tennis net center straps or equivalent.

PICKLEBALL COURT

- 1. Color coat with two (2) coats of black Acrylic Resurfacer (#4200-55) and two (2) coats of Fortified Plexipave blue center courts and green perimeters.
- 2. After completion, 2" wide playing lines will be accurately located and painted with white acrylic latex line paint. (item # 6220-5).
- 3. The lines for the Tennis Courts and the Pickleball ball court shall be placed accurately to the correct dimensions, lengths and spacing to provide a complete and playable court.

Total Price for above Pickleball Court (60x120) - Loader Fed Items: \$67,895.33

Item Description

Tennis Court (60x120) - Loader Fed

Mobilization

Provide Necessary Engineering Layout

Excavate Existing Material

Provide And Install 6" CR-6 Stone Base

Finish Grade, Roll And Compact Existing Stone Base

Provide And Install 2" Base Course Asphalt Machine Laid And Rolled

Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled

1. Install Sleeve Type Net Post Footers (concrete Footers Are 18" On Top Belled To 30" At Bottom) To Proper Depth And

Orientation. The Footers Are To Be Circular In Shape Not Square So No Corners Exist.

2. Four (2) Galvanized Steel Net Post Ground Sleeves For 3 Inch Round Net Post Using Midwest Sports Item # 1234473 Or Equivalent Are To Be Installed At The Proper Distances.

3. Install Two (1) Center Strap Anchor To Proper Depth And Orientation Set In 12" X 12" X 12" Concrete Footer. Using Midwest Sport Item #CPA Anchor For Center Strap Or Equivalent.

4. Provide And Install Net Posts In The Pre-installed Ground Sleeves Using Midwest Sports Item # 1234404 Edwards 3" Classic Round Net Posts Or Equivalent.

5. Install Tournament Tennis Court Nets And Center Strap To Ready Courts For Play Using Midwest Sports Item # 1234374 Edwards Aussie Tennis Nets And Item #793 Tennis Net Center Straps Or Equivalent.

Total Price for above Tennis Court (60x120) - Loader Fed Items: \$66,087.98

Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120

1. Crack Fill Between Courts

2. Color Coat With Two (2) Coats Of Black Acrylic Resurfacer (#4200-55) And Two (2) Coats Of Fortified Plexipave Blue Center Courts And Green Perimeters.

3. After Completion, 2" Wide Playing Lines Will Be Accurately Located And Painted With White Acrylic Latex Line Paint. (item # 6220-5).

4. The Lines For The Tennis Courts And The Pickleball Ball Court Shall Be Placed Accurately To The Correct Dimensions, Lengths And Spacing To Provide A Complete And Playable Court.

Total Price for above Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120 Items: \$33,580.33

Notes:

- Access to be provided by OPA.
- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may then be subject to review or change.
- Asphalt paving prices are based on September 2020 liquid asphalt base index being \$428.33 per metric ton. Hot mix quoted is 64-22/160 unless otherwise specified. Paving will be invoiced to reflect changes in liquid asphalt, energy and fuel escalation costs from the time of the proposal.
- Terra Firma does not guarantee drainage from pavement if designed slope is less than 1%.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$1,000.00 will be requested.
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specifically required beyond express clarification in our scope, overtime will be charged as an extra.
- All quotes and prices are based on the information received and plans provided for bidding purposes only. Information received post-bid are subject to our review and additional pricing if deemed necessary.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or individuals without written permission from Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates tacit agreement to abide by the proprietary disclosure conditions defined above.
- New pavement is prone to scuff marks by vehicle traffic. This is normal, and scuff marks will wear off with time.

• **EXCLUSIONS:**

- All Permits, fees and bonds
- Fencing for Tennis Courts and Removal for Access
- Removal/Replacement of Wooden Fencing
- Lighting
- Site electrical including any associated patching
- Landscaping including irrigation sleeves, irrigation, plantings, trees, mulching, permanent seeding and / or sod
- Geo-technical / soils testing
- Undercut and / or refill of soft or yielding material
- Special handling or manipulation of onsite materials including drying, wetting, aeration, sorting or chemical enhancements including cement or lime stabilization
- Dewatering of any kind
- Relocation of existing utilities
- Removal of unknown objects below grade
- Conduits for other trades (I.e. electrical, telephone, gas lines, etc)
- Any work not specifically mentioned in the above scope of work.

Payment Terms:

One third upon acceptance, balance net 15 days from date of invoice. A 1.5% per month service charge will be added to all unpaid balances after 30 days from the date of invoice. If Owner fails to pay Terra Firma of Delmarva Inc. in accordance with the payment terms set forth in this proposal, Terra Firma of Delmarva Inc. shall be entitled to, but not obligated to, suspend its work and / or terminate its contract with the owner, if the Owner fails to pay invoices when due. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Terra Firma of Delmarva Inc. shall have no obligation to the owner for the resolution of uncompleted work. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Owner agrees to defend and indemnify Terra Firma Inc. from all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by Terra Firma of Delmarva Inc., Owner agrees that if Terra Firma of Delmarva Inc. is subsequently directed to remobilize to the project, Terra Firma of Delmarva Inc. shall be entitled to a remobilization fee, which shall be determined by Terra Firma of Delmarva Inc. and is paid prior to any remobilization as well as any impact, delay and / or acceleration damages. Owner agrees to pay Terra Firma of Delmarva Inc. in full, NO retainage withheld; within 30 days after the work set forth in this proposal has been completed. If Terra Firma of Delmarva, Inc. refers to collection of balances due under this contract to an attorney, then reasonable attorney fees of 35% of the balance plus court costs will be charged.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Terra Firma Of Delmarva, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Cahall 302-846-3350 ryan@terrafirmacorp.com</p>
---	--

Jerry Kovach
President



17776 Oak Hill Drive - Milford, DE 19963
302-422-7676 Fax: 302-422-3434

Proposal

Date of Proposal:

11/18/2020

Project Number:

JP200705

-rf-

To: Ocean Pines
11144 Macklin Creek Pond
Ocean Pines, MD 21811
Contact: Tim McMullen

Project: Ocean Pines Pickleball Courts,
Ocean Pines, MD

Phone: 1-443-827-2891

Email: mac122147@gmail.com

We hereby submit the following specifications and price quotes for the above referenced project:

Ocean Pines Pickleball Courts

- 60' x 120' Pad with four (4) courts

Site Work

1. Excavation to a depth of 12". Excavated material to be exported.
2. Furnish and place 8" CR6 (crusher run) and fine grade.
3. Topsoil and seed edges of court after paving.

Paving

1. 4" type "C" (9.5mm) surface course hot mix in two (2) lifts on court area

Court Surfacing

1. Apply a four (4) coat Laykold Color System.

Footers, Posts, and Nets

1. Install four (4) sets of concrete net post foundations and center anchors.
2. Furnish and install four (4) sets of Har-tru equipment and nets.

General Notes:

- If mats are required because ground is too soft, add \$2,250.00
- No Retainage
- One Mobilization
- Fencing and lights by others
- All mix quoted is 64-22/160 GY unless otherwise specified.
- Jerry's Inc. cannot guarantee drainage for any design that allows for less than 1% slope.

Escalation Clauses:

- *Quote based on current Liquid Asphalt Cost for November 2020, \$398.33 per Ton*
- *Invoicing to reflect changes in liquid asphalt & fuel surcharges, and annual aggregate and transportation increases, from the time proposal was quoted*
- *By signing below, you indicate that you accept the above general notes and escalation clause.*

We hereby propose to furnish labor, materials and equipment in accordance with the above specifications and terms, for the sum of:

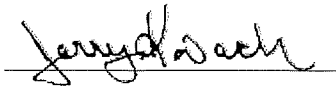
Eighty-Eight Thousand, Five- Hundred and 00/100 Dollars..... (\$88,500.00)

Standard Terms: Additional Hot Mix used due to change in plans, scope, leveling and wedging will be billed separate from and in addition to the proposal price. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Jerry's Inc. will not be responsible for damage to pavement due to construction activities and traffic. Owner to carry fire, tornado and other necessary insurance. This agreement is subject to strikes, accidents, unforeseen construction problems, and other causes beyond our control. Jerry's Inc. workers are covered by Worker's Compensation Insurance.

Payment Terms: Net 30 days from date of invoice. A 1.5% per month (18% per year) service charge will be added to all unpaid balances after 30 days from date of invoice. Purchaser agrees that payment is not contingent on future events, including regulatory approval, release of bond or draws. This proposal creates a contractual obligation requiring purchaser to pay all monies due, any service charge due and any collection costs Jerry's Inc. may incur including, but not limited to, reasonable counsel fees, court costs and other similar collection expenses. If at any time the financial responsibility of purchaser becomes impaired or unsatisfactory to the Company, Jerry's Inc. reserves the right to require payment in advance or satisfactory security.

ACCEPTANCE OF PROPOSAL: I hereby accept the above terms, specifications and conditions, and I authorize Jerry's Inc. to do the work as specified. Payment will be made as outlined above. I represent that I am authorized on behalf of the above-named owners to execute this proposal, to bind owners in contract to the contents of this proposal, and to undertake the work on this property.

Authorized by:
Jerry Kovach



Signature: _____

Title: _____

Printed Name: _____

Date: _____

Please return signed copy of proposal for scheduling. Keep a copy for your records.

Michelle Bennett

From: John Viola
Sent: Friday, January 15, 2021 1:11 PM
To: Michelle Bennett
Cc: Stephen Phillips
Subject: FW: Need approval
Attachments: 4 pickleball Courts Bid request pkg..pdf; Bid request pkg. Junior Tennis courts.pdf; Fencing Bid sheet pkg..pdf

I approve 4 pickleball courts

I approve Junior Tennis

I approve the fence

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Friday, January 15, 2021 1:07 PM
To: John Viola <jviola@oceanpines.org>
Subject: Need approval

Please see the attached bid requests. I need an email approval so I can get the Board packet distributed today.



Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org



**OCEAN PINES ASSOCIATION, INC.
 BID REQUEST FORM**

DEPARTMENT Racquet Center DATE 1/15/21
 ITEM DESCRIPTION FENCING FOR NEW COURTS
 FOR REPLACEMENT OF (if applicable) _____
 RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ New Capital

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
TERRA FIRMA	\$44,000-BOTH COURTS		
ANDERSON FENCE	DECLINED TO BID		
NANTICOKE FENCE	TENNIS COURT \$12,000 PICKLEBALL COURT \$14,859		Recommended

<u>Timothy Mc Muller</u> DEPT. HEAD	<u>1/15/2021</u> DATE	<u>See Attached email</u> GENERAL MANAGER	_____ DATE
<u>SPD</u> ACCOUNTING	<u>1/15/21</u> DATE	_____ BOARD	_____ DATE

*Please limit 1 item per sheet

Open with Google Docs



TERRA FIRMA OF DELMARVA
 36393 SUSSEX HWY | DEI
 (P) 302-846-3350
 WWW.TERRAFIRMACORP.COM

To:	Tim McMullen	Contact:	
Address:	11443 Manklin Creek Rd. Ocean Pines, MD 21811	Phone:	
Project Name:	Ocean Pines Racquet Center Fence	Fax:	
Project Location:	Ocean Pines, MD	Bid N	
Item Description		Bid D	

Tennis/Pickleball Court Fencing

44,000

- Install (1) 60'x120'x10' High 9 Gauge 1-3/4" Mesh Galv. Chainlink Tennis Court With (1) 4' G Rail, 2-1/2" Line Posts, 4" Terminal And Gate Posts, Bottom 7 Gauge Tension Wire. All Posts Concrete Footings.
- Install (1) 60'x120' Pickleball Court With 120' Of 10' High And 240' Of 4' High With (2) 4' Gat Mesh 9 Gauge Galv. With 1-5/8" Top Rail, 2-1/2" Line Posts, 4" Terminal And Gate Posts, Bo Wire. All Posts In Concrete Footings.

Total Price for above Tennis/Pickleball Court Fenc

Notes:

- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may than be subject to review or change.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remc
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specif our scope, overtime will be charged as an extra.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates ta disclosure conditions defined above.
- **EXCLUSIONS:**

and bonds
specifically mentioned in the above scope of work.

NANTICOKE FENCE LLC

302/628-7808

23464 Sussex Highway
SEAFORD, DE 19973
302/629-4926 FAX

www.nanticokefence.com
nanticokefence@comcast.net

Licensed and Insured

AN EQUAL OPPORTUNITY EMPLOYER



Delaware Contractors' License # 1989052814
Maryland Contractors' License #09550324

November 30, 2020
Ocean Pines Tennis Center
11144 Manklin Creek Road
Ocean Pines, MD 21811

Tennis Court 60x120

Furnish and install one 10' high commercial three rail tennis court with two 4' wide gates.
All mesh to be 1-3/4" green mesh (prevents balls from lodging in mesh) . All posts to be set in concrete.
Posts to be 3" OD corner and gate posts and line posts to be 2-1/2"OD. All railing to be 1-5/8"OD.

1. All framework to be galvanized with green mesh - 11,990.00
2. All framework to be bonded green with green mesh - 14,200.00

Pickle Ball Court – 416 lineal feet of 10' high and 4' high fencing with two 4x7 gates
Framework to match above tennis court.

1. All framework to be galvanized with green mesh - 14,859.00
2. All framework to be bonded green with green mesh - 17,777.00

CUSTOMER _____ DATE _____

MATERIALS AND EQUIPMENT:

All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. Nanticoke Fence LLC guarantees above fence to be free from defects in installation. Customer is responsible for obtaining permits.

Nanticoke Fence LLC will erect fence where customer directs but assumes no responsibility for accuracy of property lines.

If valid markers are not present, Nanticoke Fence LLC recommends that customer have the property surveyed.

If trees, excessive foliage or stumps are present, customer is responsible for clearing fence line unless otherwise notified by Nanticoke Fence LLC. Nanticoke Fence LLC will notify Miss Utility locating service to have public lines marked.

Nanticoke Fence LLC is not responsible for private underground lines, wires or objects which may incur damage.

Nanticoke Fence LLC will use care on digging but is not responsible for damage to hidden private lines and objects.

Upon request, Nanticoke Fence LLC will have a certificate of insurance(s) issued to customer.

Any requests by customer to be added as 'additional insured' to Nanticoke Fence LLC's insurance(s) or for additional insurance will have cost of that addition added to the above price.

Fence is not warranted against damage from storms or acts of nature.

Credit card sales subject to 7% bank fee.

Nanticoke Fence LLC reserves the right to enter upon customer's property to repossess fence for non-payment of money due on contract/agreement

NOTICE OF RIGHT TO CANCEL: You may cancel this transaction, without any penalty or obligation, within three

business days from the above date. If you cancel, any payments made by you under the contract or sale, and any

negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation

notice.

Michelle Bennett

From: John Viola
Sent: Friday, January 15, 2021 1:11 PM
To: Michelle Bennett
Cc: Stephen Phillips
Subject: FW: Need approval
Attachments: 4 pickleball Courts Bid request pkg..pdf; Bid request pkg. Junior Tennis courts.pdf; Fencing Bid sheet pkg..pdf

I approve 4 pickleball courts

I approve Junior Tennis

I approve the fence

From: Michelle Bennett <mbennett@oceanpines.org>
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Subject: Need approval

Please see the attached bid requests. I need an email approval so I can get the Board packet distributed today.



Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org



**OCEAN PINES ASSOCIATION, INC.
 BID REQUEST FORM**

DEPARTMENT Racquet Center DATE 1/15/21
 ITEM DESCRIPTION RACQUET COURT- NET GENERATION LOCATED BEHIND PLATFORM COURTS #5 AND #6
 FOR REPLACEMENT OF (if applicable) Jr. Tennis Courts
 RESERVE STUDY - PAGE # _____ LINE# _____ BUDGET AMOUNT \$ New Capital

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
ATC CORP 443 632 6928 NICK ROUHANA	\$107,000 EST		
TERRA FIRMA 302 846 3350 RYAN CAHALL	\$66,087		Recommended
JERRY'S PAVING ROB FAUCETT 302 500 3366 ROB@JERRYS PAVING.COM	\$84,976		

DEPT. HEAD <i>Judy Mcmullen</i> DATE <u>1/15/2021</u>	APPROVAL GENERAL MANAGER <i>See Attached email</i> DATE _____
ACCOUNTING <i>Spoo</i> DATE <u>1/15/21</u>	BOARD DATE _____

EST. 1945

ATC

C O R P

FORMERLY AMERICAN TENNIS COURTS

CERTIFIED MINORITY BBUSINESS ENTERPRISE

TO: Ocean Pines

DATE: 9/23/2020

ATTN: Mr. Tim McMullen

FAX:

FROM: Nick Rouhana

RE: Tennis Court Construction at Ocean Pines – One (1) Tennis Court Measuring Roughly 60' x 120'

TOTAL NUMBER OF PAGES (Including Cover Sheet): 4

Dear Mr. McMullen:

We are pleased to submit the following lump sum price of **\$107,470.00**, to perform the work specified therein, at the above referenced project.

- A) Excavate 10", **dispose of on site** and rough grade.
- B) Fine grade, place six inches (6") of crusher run stone, and compact to maximum density.
- C) Furnish and install two inches (2") of hot mix base course asphalt, compacted thickness.
- D) Furnish and install two inches (2") of hot mix surface course asphalt, compacted thickness.
- E) Furnish and install black vinyl coated fencing system, ten feet (10') in height, around entire perimeter of court.
- F) Furnish and install two (2) pedestrian gates.
- G) Furnish and install two (2) concrete net post foundations. Foundations shall be 3'x3'x3' in depth, and bell-shaped at the bottom. Ground sleeves shall be constructed of a schedule 40 PVC pipe and fitted with an airtight cannon plug to prevent concrete seepage into the sleeve.

- H) Furnish and install one (1) concrete center tie down anchors. Anchors shall be a "Sure
- I) Furnish and install one (1) coat of Acrylic Resurfacer over entire court surface.
- J) Furnish and install **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- K) *Layout, tape and hand paint playing lines with Acrylic Line Paint.*
- L) Furnish and install one (1) set of Douglas Premier XS Internal Wind Net Posts.
- M) Furnish and install one (1) Douglas TN-28DM Tournament Tennis Net.

NOTE: THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. PROPER ACCESS TO BE PROVIDED BY CUSTOMER. ABOVE PRICE IS BASED ON FLAT LAND READY FOR EXCAVATION AND EXCLUDES ANY TREE REMOVAL. A SITE VISIT WILL BE REQUIRED BEFORE ACCEPTANCE OF PROPOSAL.

CONDITIONS

Any permits, if necessary, are to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access is to be provided by Customer, or Customer's representative. ATC CORP is not responsible and Customer agrees to hold ATC CORP harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing sub-base that is encountered during the execution of this contract will be charged to the Customer on a time plus materials basis. Due to the temperature and climatic conditions, the **color coating** surfaces may not be installed when the ambient temperature is less than 55 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP *In the event the Customer accepts this proposal, but requires ATC CORP to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail.* In the event that Customer maintains ATC CORP is not complying with the terms and conditions of this proposal, it shall immediately provide written notice to the ATC CORP representative who has signed below of the basis of ATC CORP's non-compliance with the proposal, and/or any other problems concerning ATC CORP's performance of its work. Notification to any other individuals shall not be binding on



TERRA FIRMA OF DELMARVA, INC.

36393 SUSSEX HWY | DELMAR, DE 19940

(P) 302-846-3350

(F) 302-846-3517

WWW.TERRAFIRMACORP.COM | PAVING | SITE WORK

To:	Tim McMullen	Contact:	Tim McMullen
Address:	11443 Manklin Creek Rd. Ocean Pines, MD 21811	Phone:	443-827-2091
Project Name:	Ocean Pines Racquet Center	Fax:	
Project Location:	Ocean Pines, MD	Bid Number:	01
Item Description		Bid Date:	9/25/2020

Parking Lot/Angled Parking (28,485 SF)

Mobilization

Provide Necessary Engineering Layout

Excavate Existing Material 6" And Export In Angled Parking Area

Provide And Install 4" CR-6 Stone Base In Angled Parking Area

Finish Grade, Roll And Compact Existing Stone Base

Provide And Install 2" Surface Course Asphalt Machine Laid And Rolled

Remove And Replace Existing Wheel Stops

Total Price for above Parking Lot/Angled Parking (28,485 SF) Items: \$53,836.45

Alt: Parking Lot Striping

Striping

Total Price for above Alt: Parking Lot Striping Items: \$4,132.96

Pickleball Court (60x120) - Loader Fed

Mobilization

Provide Necessary Engineering Layout

Excavate Existing Material

Provide And Install 6" CR-6 Stone Base

Finish Grade, Roll And Compact Existing Stone Base

Provide And Install 2" Base Course Asphalt Machine Laid And Rolled

Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled

1. Install sleeve type net post footers (concrete footers are 18" on top belled to 30" at bottom) to proper depth and orientation. The footers are to be circular in shape not square so no corners exist.

2. Four (4) Galvanized steel net post ground sleeves for 3 inch round net post using Midwest sports Item # 1234473 or equivalent are to be installed at the proper distances.

3. Install two (2) center strap anchor to proper depth and orientation set in 12" x 12" x 12" concrete footer. Using Midwest Sport Item # CPA anchor for center strap or equivalent.

4. Provide and install net posts in the pre-installed ground sleeves using Midwest Sports item # 1234404 Edwards 3" classic round net posts or equivalent.

5. Install tournament tennis court nets and center strap to ready courts for play using Midwest Sports Item # 1234374 Edwards Aussie Tennis nets and item # 793 Tennis net center straps or equivalent.

PICKLEBALL COURT

1. Color coat with two (2) coats of black Acrylic Resurfacer (#4200-55) and two (2) coats of Fortified Plexipave blue center courts and green perimeters.

2. After completion, 2" wide playing lines will be accurately located and painted with white acrylic latex line paint. (item # 6220-5).

3. The lines for the Tennis Courts and the Pickleball ball court shall be placed accurately to the correct dimensions, lengths and spacing to provide a complete and playable court.

Total Price for above Pickleball Court (60x120) - Loader Fed Items: \$67,895.33

Item Description

Tennis Court (60x120) - Loader Fed

Mobilization

Provide Necessary Engineering Layout

Excavate Existing Material

Provide And Install 6" CR-6 Stone Base

Finish Grade, Roll And Compact Existing Stone Base

Provide And Install 2" Base Course Asphalt Machine Laid And Rolled

Provide And Install 1.5" Surface Course Asphalt Machine Laid And Rolled

1. Install Sleeve Type Net Post Footers (concrete Footers Are 18" On Top Belled To 30" At Bottom) To Proper Depth And

Orientation. The Footers Are To Be Circular In Shape Not Square So No Corners Exist.

2. Four (2) Galvanized Steel Net Post Ground Sleeves For 3 Inch Round Net Post Using Midwest Sports Item # 1234473 Or Equivalent Are To Be Installed At The Proper Distances.

3. Install Two (1) Center Strap Anchor To Proper Depth And Orientation Set In 12" X 12" X 12" Concrete Footer. Using *Midwest Sport Item #CPA Anchor For Center Strap Or Equivalent.*

4. Provide And Install Net Posts In The Pre-installed Ground Sleeves Using Midwest Sports Item # 1234404 Edwards 3" Classic Round Net Posts Or Equivalent.

5. Install Tournament Tennis Court Nets And Center Strap To Ready Courts For Play Using Midwest Sports Item # 1234374 Edwards Aussie Tennis Nets And Item #793 Tennis Net Center Straps Or Equivalent.

Total Price for above Tennis Court (60x120) - Loader Fed Items:

\$66,087.98

Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120

1. Crack Fill Between Courts

2. Color Coat With Two (2) Coats Of Black Acrylic Resurfacer (#4200-55) And Two (2) Coats Of Fortified Plexipave Blue Center Courts And Green Perimeters.

3. After Completion, 2" Wide Playing Lines Will Be Accurately Located And Painted With White Acrylic Latex Line Paint. (item # 6220-5).

4. The Lines For The Tennis Courts And The Pickleball Ball Court Shall Be Placed Accurately To The Correct Dimensions, Lengths And Spacing To Provide A Complete And Playable Court.

Total Price for above Resurface/Stripe Tennis Courts/Pickleball Courts - (4) - 60x120 Items:

\$33,580.33

Notes:

- Access to be provided by OPA.
- The above prices do not include cost for any Permits or Fees.
- All quotes and prices are good for thirty days, which may then be subject to review or change.
- Asphalt paving prices are based on **September 2020** liquid asphalt base index being **\$428.33** per metric ton. Hot mix quoted is 64-22/160 unless otherwise specified. Paving will be invoiced to reflect changes in liquid asphalt, energy and fuel escalation costs from the time of the proposal.
- Terra Firma does not guarantee drainage from pavement if designed slope is less than 1%.
- If project delays occur, requiring remobilization of our equipment, (due to no fault of our own) a remobilization fee of \$1,000.00 will be requested.
- All prices and quotes are based on forty hour work week. If longer daily hours or weekends are specifically required beyond express clarification in our scope, overtime will be charged as an extra.
- All quotes and prices are based on the information received and plans provided for bidding purposes only. Information received post-bid are subject to our review and additional pricing if deemed necessary.
- Information contained herein is proprietary and shall not be disclosed to other vendors, companies or individuals without written permission from Terra Firma of Delmarva, Inc. Receipt of any proposal from Terra Firma of Delmarva, Inc. indicates tacit agreement to abide by the proprietary disclosure conditions defined above.
- New pavement is prone to scuff marks by vehicle traffic. This is normal, and scuff marks will wear off with time.

• **EXCLUSIONS:**

- All Permits, fees and bonds
- Fencing for Tennis Courts and Removal for Access
- Removal/Replacement of Wooden Fencing
- Lighting
- Site electrical including any associated patching
- Landscaping including irrigation sleeves, irrigation, plantings, trees, mulching, permanent seeding and / or sod
- Geo-technical / soils testing
- Undercut and / or refill of soft or yielding material
- Special handling or manipulation of onsite materials including drying, wetting, aeration, sorting or chemical enhancements including cement or lime stabilization
- Dewatering of any kind
- Relocation of existing utilities
- Removal of unknown objects below grade
- Conduits for other trades (I.e. electrical, telephone, gas lines, etc)
- Any work not specifically mentioned in the above scope of work.

Payment Terms:

One third upon acceptance, balance net 15 days from date of invoice. A 1.5% per month service charge will be added to all unpaid balances after 30 days from the date of invoice. If Owner fails to pay Terra Firma of Delmarva Inc. in accordance with the payment terms set forth in this proposal, Terra Firma of Delmarva Inc. shall be entitled to, but not obligated to, suspend its work and / or terminate its contract with the owner, if the Owner fails to pay invoices when due. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Terra Firma of Delmarva Inc. shall have no obligation to the owner for the resolution of uncompleted work. In the event of such a suspension or termination by Terra Firma of Delmarva Inc., Owner agrees to defend and indemnify Terra Firma Inc. from all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by Terra Firma of Delmarva Inc., Owner agrees that if Terra Firma of Delmarva Inc. is subsequently directed to remobilize to the project, Terra Firma of Delmarva Inc. shall be entitled to a remobilization fee, which shall be determined by Terra Firma of Delmarva Inc. and is paid prior to any remobilization as well as any impact, delay and / or acceleration damages. Owner agrees to pay Terra Firma of Delmarva Inc. in full, NO retainage withheld; within 30 days after the work set forth in this proposal has been completed. If Terra Firma of Delmarva, Inc. refers to collection of balances due under this contract to an attorney, then reasonable attorney fees of 35% of the balance plus court costs will be charged.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Terra Firma Of Delmarva, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Ryan Cahall 302-846-3350 ryan@terrafirmacorp.com</p>
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Jerry Kovach
President



17776 Oak Hill Drive - Milford, DE 19963
302-422-7676 Fax: 302-422-3434

Proposal

Date of Proposal:

11/18/2020

Project Number:

JP200706

-rf-

To: Ocean Pines
11144 Macklin Creek Pond
Ocean Pines, MD 21811
Contact: Tim McMullen

Project: Ocean Pines Tennis Court,
Ocean Pines, MD

Phone: 1-443-827-2891

Email mac122147@gmail.com

We hereby submit the following specifications and price quotes for the above referenced project:

Ocean Pines Tennis Court

- 60' x 120' Pad with one (1) court

Site Work

1. Excavation to a depth of 12". Excavated material to be exported.
2. Furnish and place 8" CR6 (crusher run) and fine grade.
3. Topsoil and seed edges of court after paving.

Paving

1. 4" type "C" (9.5mm) surface course hot mix in two (2) lifts on court area

Court Surfacing

1. Apply a four (4) coat Laykold Color System.

Footers, Posts, and Nets

1. Install one (1) set of concrete net post foundations and center anchor.
2. Furnish and install one (1) set of Har-tru equipment and nets.

General Notes:

- If mats are required because ground is too soft, add \$2,250.00
- No Retainage
- One Mobilization
- Fencing and lights by others
- All mix quoted is 64-22/160 GY unless otherwise specified.
- Jerry's Inc. cannot guarantee drainage for any design that allows for less than 1% slope.

Escalation Clauses:

- *Quote based on current Liquid Asphalt Cost for November 2020, \$398.33 per Ton*
- *Invoicing to reflect changes in liquid asphalt & fuel surcharges, and annual aggregate and transportation increases, from the time proposal was quoted*
- *By signing below, you indicate that you accept the above general notes and escalation clause.*

We hereby propose to furnish labor, materials and equipment in accordance with the above specifications and terms, for the sum of:

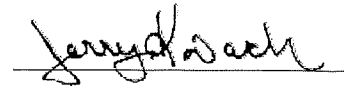
Eighty-Four Thousand, Nine-Hundred Seventy-Six and 00/100 Dollars..... (\$84,976.00)

Standard Terms: Additional Hot Mix used due to change in plans, scope, leveling and wedging will be billed separate from and in addition to the proposal price. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Jerry's Inc. will not be responsible for damage to pavement due to construction activities and traffic. Owner to carry fire, tornado and other necessary insurance. This agreement is subject to strikes, accidents, unforeseen construction problems, and other causes beyond our control. Jerry's Inc. workers are covered by Worker's Compensation Insurance.

Payment Terms: Net 30 days from date of invoice. A 1.5% per month (18% per year) service charge will be added to all unpaid balances after 30 days from date of invoice. Purchaser agrees that payment is not contingent on future events, including regulatory approval, release of bond or draws. This proposal creates a contractual obligation requiring purchaser to pay all monies due, any service charge due and any collection costs Jerry's Inc. may incur including, but not limited to, reasonable counsel fees, court costs and other similar collection expenses. If at any time the financial responsibility of purchaser becomes impaired or unsatisfactory to the Company, Jerry's Inc. reserves the right to require payment in advance or satisfactory security.

ACCEPTANCE OF PROPOSAL: I hereby accept the above terms, specifications and conditions, and I authorize Jerry's Inc. to do the work as specified. Payment will be made as outlined above. I represent that I am authorized on behalf of the above-named owners to execute this proposal, to bind owners in contract to the contents of this proposal, and to undertake the work on this property.

Authorized by:
Jerry Kovach



Signature: _____

Title: _____

Printed Name: _____

Date: _____

Please return signed copy of proposal for scheduling. Keep a copy for your records.

Michelle Bennett

From: John Viola
Sent: Friday, January 15, 2021 1:11 PM
To: Michelle Bennett
Cc: Stephen Phillips
Subject: FW: Need approval
Attachments: 4 pickleball Courts Bid request pkg..pdf; Bid request pkg. Junior Tennis courts.pdf; Fencing Bid sheet pkg..pdf

I approve 4 pickleball courts

I approve Junior Tennis

I approve the fence

From: Michelle Bennett <mbennett@oceanpines.org>
Sent: Friday, January 15, 2021 1:07 PM
To: John Viola <jviola@oceanpines.org>
Subject: Need approval

Please see the attached bid requests. I need an email approval so I can get the Board packet distributed today.



Michelle Bennett
Senior Executive Assistant
239 Ocean Parkway
Ocean Pines, MD 21811
410-641-7717 ext. 3002
410-641-5581 fax
mbennett@oceanpines.org

To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: January 20, 2021

Responsible Party	Freddie & Shanika Burton
Ocean Pines Address & Sec./Lot	18 Harbormist Circle, 01/0286
Mailing Address	Same as above
Responsible Party Phone #(s)	No phone # listed
Violation	Roof Maintenance
Violation Reference	Section 8.A.I. of the Declaration of Restrictions
Violation Reported	8/8/2020
Violation Confirmed	8/8/2020
Letter sent to Responsible Party detailing violation and advising them of ARC Meeting	8/8/2020
ARC Hearing and Results	9/15/2020; final letter then forward to General Manager
Follow Up Inspection	10/1/2020
CPI Notification to GM and ARC of Responsible Party not in compliance	10/1/2020
To Counsel for Court Order	10/8/2020
GM notification to Board, ARC & CPI	12/19/2020; 1/20/2021
GM Continuing Violation Recommendation to Board	Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments
Board Decision	

01-0286
18 HARBORMIST CIRCLE



To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: January 20, 2021

Responsible Party	John & Susan Dahl
Ocean Pines Address & Sec./Lot	1 Maid Marion Lane, 10/0543
Mailing Address	13 David Drive, Old Bridge, NJ 08857
Responsible Party Phone #(s)	No phone # listed
Violation	Roof Maintenance
Violation Reference	Section 8.A.I. of the Declaration of Restrictions
Violation Reported	8/15/2018
Violation Confirmed	8/15/2018
Letter sent to Responsible Party detailing violation and advising them of ARC Meeting	8/15/2018
ARC Hearing and Results	9/19/2018; final letter then forward to General Manager
Follow Up Inspection	10/4/2018
CPI Notification to GM and ARC of Responsible Party not in compliance	10/20/2018
To Counsel for Court Order	10/20/2018
GM notification to Board, ARC & CPI	12/19/2020; 1/20/2021
GM Continuing Violation Recommendation to Board	Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments
Board Decision	

10-0543
1 MAID MARION LANE



To: Ocean Pines Board of Directors
 From: John Viola
 Subject: Request for Compliance Action
 Date: January 20, 2021

Responsible Party	Elsie Stein
Ocean Pines Address & Sec./Lot	9 Chestnut Way, 10/0776
Mailing Address	3005 Kramer Street, Silver Spring, MD 20902
Responsible Party Phone #(s)	No phone # listed
Violation	Roof Maintenance
Violation Reference	Section 8.A.I. of the Declaration of Restrictions
Violation Reported	6/11/2020
Violation Confirmed	6/11/2020
Letter sent to Responsible Party detailing violation and advising them of ARC Meeting	6/11/2020
ARC Hearing and Results	7/20/2020; final letter then forward to General Manager
Follow Up Inspection	9/4/2020
CPI Notification to GM and ARC of Responsible Party not in compliance	10/21/2020
To Counsel for Court Order	10/26/2020
GM notification to Board, ARC & CPI	12/19/2020; 1/20/2021
GM Continuing Violation Recommendation to Board	Per paragraph 14 of the Declaration of Restrictions, repair the exterior and have cost of service added to assessments
Board Decision	

10-0776
9 CHESTNUT WAY





302-934-5555

1-888-PWRWSH1

P.O. Box 127 Millsboro, DE 19966 | www.jandjpowerwashing.com/

Details

Quote Number: 13996

Payment Terms: Net 15 - 5% late fee

First Name: Linda

Last Name: Martin

Company: Ocean Pines Association

Home/Business: 410-641-7425

Cell Phone:

Fax:

Email: lmartin@oceanpines.org

Date: Not scheduled yet

How Heard:

Comments

Services

Serviced On	Description	Price
Shingle Cleaning	Entire roof cleaning 18 Harbormist Circle	\$495
Shingle Cleaning	Entire roof cleaning 1 Maid Marion Lane	\$445
Shingle Cleaning	Entire roof cleaning 9 Chestnut Way	\$475
Total		\$1,415

Customers are responsible for water to complete the work on this proposal. If water is not provided a charge of \$.25 per gallon used will be charged.

P.O. Box 127 Millsboro, DE 19966 | www.jandjpowerwashing.com

OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: JOHN L. DILLWORTH
 2. Address: 133 TERN CIRCLE
 3. Email: jdillworth219@gmail.com
 4. Telephone: 410-208-0988 Property Owner for 17 (years)
 5. Committee in which you would like to be involved:

- | | | | |
|-------------------------------------|------------------------------|----------------|-------|
| <input type="checkbox"/> | Aquatics | Re-Appointment | _____ |
| <input checked="" type="checkbox"/> | Architectural Review | Re-Appointment | _____ |
| <input type="checkbox"/> | Budget & Finance | Re-Appointment | _____ |
| <input type="checkbox"/> | By-Laws & Resolutions | Re-Appointment | _____ |
| <input type="checkbox"/> | Clubs | Re-Appointment | _____ |
| <input type="checkbox"/> | Elections | Re-Appointment | _____ |
| <input type="checkbox"/> | Environment & Natural Assets | Re-Appointment | _____ |
| <input type="checkbox"/> | Golf | Re-Appointment | _____ |
| <input type="checkbox"/> | Recreation & Parks | Re-Appointment | _____ |
| <input type="checkbox"/> | Communications | Re-Appointment | _____ |
| <input type="checkbox"/> | Strategic planning | Re-Appointment | _____ |
| <input type="checkbox"/> | Search | Re-Appointment | _____ |
| <input type="checkbox"/> | Marine Activities | Re-Appointment | _____ |
| <input type="checkbox"/> | Other _____ | Re-Appointment | _____ |

Impending Term: 1st 2nd 3rd ~ Term will expire: JAN 27, 2023

6. Why do you want to be on this Committee? _____

7. What knowledge/input can you offer to this Committee? _____

Signature: [Signature] Date: 1/5/21

1st Endorsement from Committee Chairperson:
 Comment: MR. DILLWORTH CONTRIBUTES SIGNIFICANTLY TO ARC ACTIVITIES

Signature: [Signature] Date: 1/5/21

2nd Endorsement from Board Liaison to Committee:
 Comment: 3 years of service appreciated

Signature: [Signature] Date: 1/6/21

Board Action: _____ Date: _____

President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: Gerald Horn

2. Address: 35 Sundial Circle O.P., MD 21811

3. Email: geraldstrack@gmail.com

4. Telephone: 443 791 7723 Property Owner for 5 (years)

5. Committee in which you would like to be involved:

<input type="checkbox"/> Aquatics	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Architectural Review	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Budget & Finance	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> By-Laws & Resolutions	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Clubs	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Elections	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Environment & Natural Assets	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Golf	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Recreation & Parks	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Communications	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Strategic planning	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Search	Re-Appointment	<input type="checkbox"/>
<input checked="" type="checkbox"/> Marine Activities	Re-Appointment	<input checked="" type="checkbox"/>
<input type="checkbox"/> Other _____	Re-Appointment	<input type="checkbox"/>

Impending Term: 1st 2nd 3rd ~ Term will expire: 9/29/2022

6. Why do you want to be on this Committee? to continue to participate

7. What knowledge/input can you offer to this Committee? history with the committee, active boarder

Gerald Horn _____ 1/14/2021
Signature Date

1st Endorsement from Committee Chairperson:
Comment: _____
Signature _____ Date _____

2nd Endorsement from Board Liaison to Committee:
Comment: _____
Signature _____ Date _____

Board Action: _____ Date: _____

President's Signature _____ Date _____

**OCEAN PINES ASSOCIATION
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: JERRY LEUTERS

2. Address: 109 Bramblewood Dr Ocean Pines

3. Email: lorado1045@yahoo.com

4. Telephone: 248-427-8929 Property Owner for 3 (years)

5. Committee in which you would like to be involved:

<input type="checkbox"/> Aquatics	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Architectural Review	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Budget & Finance	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> By-Laws & Resolutions	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Clubs	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Elections	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Environment & Natural Assets	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Golf	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Recreation & Parks	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Communications	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Strategic planning	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Search	Re-Appointment	<input type="checkbox"/>
<input checked="" type="checkbox"/> Marine Activities	Re-Appointment	<input type="checkbox"/>
<input type="checkbox"/> Other _____	Re-Appointment	<input type="checkbox"/>

Future Term: 1st 2nd 3rd ~ Term will expire: 1/20/23

6. Why do you want to be on this Committee? INTEREST IN MARINE BOAT OWNER, WANT TO PARTICIPATE IN COMMUNITY

7. What knowledge/input can you offer to this Committee? Been a boat owner for 40 years

Signature: [Signature] Date: 1/7/2021

1st Endorsement from Committee Chairperson:

Comment: _____

Signature: [Signature] Date: 1/13/2021

2nd Endorsement from Board Liaison to Committee:

Comment: _____

Signature: _____ Date: _____

Board Action: _____ Date: _____

President's Signature: _____ Date: _____