



MAYOR AND CITY COUNCIL

WORK SESSION
Tuesday, September 9, 2025 - 1:00 PM

AGENDA

1. CALL TO ORDER

2. NOTICE AND REPORT ON CLOSED SESSION

- A. Closed Session Notice and Report - Tuesday, September 9, 2025, 12:00-1:00 PM to discuss Legal Matters

3. ACKNOWLEDGEMENTS AND RECOGNITIONS

4. COMMENTS FROM THE PUBLIC

- A. Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

5. NEW BUSINESS

- A. Bid Opening - Eagles Landing Golf Course Tidal Flood Remediation
- B. Request to Approve Minutes
 - 1. Regular Meeting #15 dated September 2, 2025
- C. Acknowledgement of Standing Committee Report
 - 1. Motor Event Task Force - September 3
- D. Request to Approve North Division Street Entrance Sign presented by Tourism and Business Development Director Tom Perlozzo
- E. Discussion of Projects for Inclusion in the Upcoming Bond Sale presented by Finance Director Chuck Bireley
- F. Discussion of Baltimore Ave Right Of Way presented by City Manager Terry McGean, Public Works Director Hal Adkins and City Solicitor Heather Stansbury
- G. Discussion of Municipal Infraction Fines and Penalties presented by City Solicitor Heather Stansbury

6. ADJOURN



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 2.A

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Closed Session Notice and Report
DATE: August 18, 2025

ISSUE(S): Closed Session Notice and Report

SUMMARY: A Mayor and Council closed session is scheduled for Tuesday, September 9, 2025, at 12:00 PM to discuss Legal Matters.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Closed Session Notice 9.9.25.doc
2. Closed Session Report 9.9.25.doc

NOTICE OF CLOSED SESSION OF MAYOR & CITY COUNCIL OF OCEAN CITY

AUTHORITY: State Government General Provisions Article: § 3-305(b)

DATE AND TIME: Tuesday, September 9, 2025 12:00 - 1:00 PM
PLACE: City Hall
SUBJECT: Legal Matters
VOTE: UNANIMOUS
OTHER: FOR: _____
AGAINST: _____
ABSTAIN: _____
ABSENT: _____

PURPOSES:

	1. To discuss: (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees or officials over whom it has jurisdiction; or (ii) any other personnel matter that affects one or more specific individuals;
	2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business
	3. To consider the acquisition of real property for the public purpose and matters directly related thereto;
	4. Consider a matter that concerns the proposal for a business or industrial organization to locate, expand or locate in the state;
	5. Consider the investment of public funds;
	6. Consider the marketing of public securities;
X	7. Consult with counsel to obtain legal advice;
	8. Consult with staff, consultants or other individuals about pending or potential litigations;
	9. Conduct collective bargaining negotiations or consider matters that relate to the negotiations;
	10. Discuss public security if the public body determines that public discussion would constitute a risk to the public or public security, including; a) the deployment of fire and police services and staff; and b) the development and implementation of emergency plans
	11. Prepare, administer or grade a scholastic, licensing or qualifying examination;
	12. Conduct or discuss an investigative proceeding on actual or possible criminal conduct;
	13. Comply with a specific constitutional, statutory or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
	14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process
	15. To discuss cybersecurity, if the public body determines that public discussion would constitute a risk to: (i) security assessments or deployments relating to information resources technology; (ii) network security information or (iii) deployments or implementation of security personnel, critical infrastructure or security devices.

For each provision checked above, disclosure of the topic to be discussed and the public body's reason for discussing that topic in closed session.

Citation	Topic	Reason for closed session discussion of topic
§3-305(b)7	Pending and potential litigation	Attorney-client privilege

REPORT OF CLOSED SESSION
OF THE MAYOR AND CITY COUNCIL OF OCEAN CITY

Prior to the Open Session on September 9, 2025, a Closed Session was held September 9, 2025, at 12:00 PM at City Hall, 301 N. Baltimore Avenue, Ocean City, Maryland. The following is a report of the closed session.

1. A statement of the time, place, and purpose of the closed session is attached.
2. A record of the vote of each member as to closing the session is attached.
3. A citation of the authority under the law for closing the session is attached.
4. (a) Topics of Discussion: Legal Matters

(b) Persons present:

Mayor Rick Meehan
City Manager Terry McGean
Deputy City Manager J.R. Harmon
Council President Matt James
Council Secretary Tony DeLuca
Council Members: Will Savage III, Larry Yates, John Gehrig, Jake Mitrecic,
Carol Proctor
City Clerk Diana Chavis
City Solicitor Heather Stansbury

Action(s) taken:

Motion to close meeting:

End Time:



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 4.A

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Public Comments
DATE: September 2, 2025

ISSUE(S): Comments from the Public

SUMMARY: Any person who may wish to speak on a matter scheduled for discussion on the Work Session Agenda may be heard during Comments from the Public for a period of three (3) minutes or such time as may be deemed appropriate by the Council President. Anyone wishing to be heard shall state their name, address and the Agenda item on which he or she wishes to speak.

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.A

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Matt Perry, Procurement Manager
RE: BID Opening - Eagles Landing Golf Course Tidal Flood Remediation
DATE: August 12, 2025

ISSUE(S): BID Opening - (B01-26) - Eagles Landing Golf Course Tidal Flood Remediation

SUMMARY: The Procurement, Recreation and Parks Department(s), and Public Works - Engineering Division solicited BID's for the Eagles Landing Golf Course Tidal Flood Remediation project.

FISCAL IMPACT: To be determined.

RECOMMENDATION: BID submissions to be opened, read aloud, and then remanded back to staff for further review.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Matt Perry, Procurement Manager

COORDINATED WITH: Kate Gaddis, Recreation and Parks Director

ATTACHMENT(S): 1. B01-26_-_Bidder_s_List_-_ELGC_Flood_Remediation.pdf
2. B01-26 - Bid Form Sheet.pdf
3 . Pages from B01-26_-_Bid_Document_-_ELGC_Flood_Remediation.pdf

B01-26 - EAGLES LANDING GOLF COURSE TIDAL FLOOD REMEDIATION	
Vendor Listing	
Vendor	
<p>McDonald & Sons, Inc. ATTN: Jay Nalls 8009 Old Jessup Road Jessup, Maryland 20794 jnalls@mcdonaldgolfinc.com (410) 799-7740</p>	jnalls@mcdonaldgolfinc.com
<p>Atlantic Contracting & Material Co., Inc ATTN: Ian Rainey 9712 Dorval Avenue Upper Marlboro, Maryland 20772 irainey@acmpave.com (703) 572-7847</p>	irainey@acmpave.com
<p>Harco Fittings LLC ATTN: Kenneth Yingling 3721 Cohen Place Lynchburg, Virginia 24501 kenneth.yingling@harcofittings.com (434) 845-7094 x651</p>	kenneth.yingling@harcofittings.com
<p>Trinity Subsurface ATTN: Evan Mowbray 335 Water Street Wilmington, DE 19804 emowbray@trinitysubsurface.com (302) 407-3697 x403</p>	emowbray@trinitysubsurface.com
<p>Landscapes Unlimited LLC ATTN: John Borchert 1201 Arives Drive Lincoln, Nebraska 68512 jborcher@landscapesunlimited.com (402) 423-6653</p>	jborcher@landscapesunlimited.com
<p>Bridges Land Management, Inc. ATTN: Eric Bridges PO Box 1020 Saint Michaels, Maryland 21663 ebridges@gmail.com (410) 820-4784</p>	ebridges@gmail.com
<p>Pay Dirt LLC ATTN: Morgan Foster 621 East Central Avenue, Suite A Edgewater, Maryland 21037 morgan@paydirtllc.com (443) 995-9531</p>	morgan@paydirtllc.com
<p>Stratified ATTN: James Kerns 1654 Crofton Blue, Suite 7 Croton, Maryland estimating@stratified.us (443) 822-7497</p>	estimating@stratified.us
<p>Chesapeake Turf ATTN: Levi Higgins 26760 Siloam Road, Unit 1 Salisbury, Maryland levi@chesapeakeketurf.com (757) 814-8354</p>	levi@chesapeakeketurf.com
<p>Irrigation Services Inc. ATTN: Ken Bolon PO Box 342 Haymarket, Virginia kenbolon@gmail.com (443) 944-6498</p>	kenbolon@gmail.com

BID FORM: FLOOD REMEDIATION PROJECT

Eagle's Landing Golf Course

12367 Eagles Nest Road Berlin, MD 21911

	Unit Costs	Units
1 SITE PREPARATION		
a Mobilization: Fixed Costs (includes all overhead, administration, required bonds, etc.)	\$	1.00 LS
b Layout & Staking (includes supplies)	\$	1.00 LS
c GPS Post-Construction As-Built Drawings (submitted/approved prior to final payment)	\$	1.00 LS
d Haul Road Protection (includes matting/mountable berms/temporary crossings)	\$	1.00 LS
e Demolition: Rota-till Existing Turf (perimeter sod cut included in 1f)		AC
f Demolition: Cut, Strip, Dispose On-Site of Existing Turf/Groundcover		SF
g Demolition: Tree & Stump Removal	\$	1.00 LS
h Demolition: Excavate Bunker Sand & Greens Mix, Haul, Stockpile for Re-Use		TN
i Demolition: Collapse Removed Green Trenches, Dispose of Drain Pipe Off-Site	\$	1.00 LS
j Demolition: Remove Existing Concrete Cart Paths, Bury On-Site (with minimum 24" soil cover)		SF
2 EROSION & SEDIMENT CONTROL		
a Construction Entrance: Install, Maintain, Remove		EA
b Temporary Stabilization		AC
c Silt Fence: Install, Maintain, Remove		LF
d Super Silt Fence: Install, Maintain, Remove		LF
3 EARTHWORK		
a Topsoil Management: Strip 4", Stockpile Locally, Replate		CY
b Pond Excavation (includes dewatering)		CY
c Localized Cut-to-Fill Excavation		CY
d Import Stockpiled Fill Soil from Airport Stockpile (incl. returning borrow area to original condition)	\$	1.00 LS
e Artwork & Contouring (includes architectural adjustments)	\$	1.00 LS
4 GREEN CONSTRUCTION (Modified Spec: 12" mix, no gravel layer)		
a "Finish Grade First" Rebar Staking & 12" Core-Out (Specs, 3.3.3)		CY
b Install Bubble-Up Discharge Sump/Existing Pipe Tie-In		EA
c Install 4" N-12 Perforated Pipe with Gravel and Tracer Wire (100 LF/1000 SF, 15' on-center)		LF
d Purchase Trench Gravel Material		TN
e Purchase 90% USGA Sand/10% Peat Blended Greensmix Material		TN
f Edge, Install, Compact Greensmix at Compacted Uniform 12" Depth		SF
5 TEES: WARM SEASON (Topsoil Tee Construction w/Stockpiled Sand/Mix Cut-In)		
a Install, Incorporate 2" of Demo'd/Stockpiled Mix/Sand Into Topsoil Replate Profile		SF
b Laser Level Tee Surfaces, Re-agitate/Rip Profile Prior to Soil Preparation (in addition to task 10D)		SF
6 BUNKER CONSTRUCTION (Better Billy Bunker liners)		
a Install Bubble-Up Sump/Existing Pipe Tie-In		EA
b Install 4" N-12 Perforated Pipe with Gravel w/ Tracer Wire (85 LF/1000 SF)		LF
c Purchase BBB/Trench Gravel Material AL		TN
d Install 2" Uncompacted Better Billy Bunker Liner Gravel		SF
e Install Better Billy Bunker Polymer		SF
f Purchase Bunker Sand Material		TN
g Edge Bunkers, Prepare & Compact Floors		TN
h Install Bunker Sand at Varying 4" - 8" Depth, Averages 6" Compacted		TN
7 ADDITIONAL SITE DRAINAGE		
a Architectural Drains: Install 4" N-12 Solid Drain Pipe w/Tracer Wire		LF
b Architectural Drains: Install 4" N-12 Perforated Fwy. Drainage w/Gravel & Mix w/Tracer Wire		LF
c Architectural Drains: Install 6" N-12 Solid Drain Pipe w/Tracer Wire		LF
d Architectural Drains: Install 8" N-12 Solid Drain Pipe w/Tracer Wire		LF
e Architectural Drains: Install 12" Drain Inlet (incl. temporary raised gravel cone)		EA
f Architectural Drains: Purchase Trench/Inlet Backfill Gravel Material		TN
g Architectural Drains: Purchase Trench/Inlet Backfill Mix Material		TN
h Install Engineered Pond Outfall Structures, 12" HDPE Piping, & Rock Outlet Protection		LS
8 CART PATHS		
a Cart Paths: Cut-Out & Backfill		SF
b Cart Paths: Concrete Paths (3500 psi w Fiber, Broomed, 10' panels, 60' expansion joints)		SF
c Cart Paths: Concrete Curbs (6" block, incl. path SF underneath, 8' travel width maintained)		LF
d Bridge Adjustment: E-1 (#17 Green End, Raised 6")	\$	1.00 LS
e Bridge Adjustment: E-2 (#18 Fairway End, Raised 10")	\$	1.00 LS
f Bridge Adjustment: F-1 (#18 Green End, Raised 10")	\$	1.00 LS
9 IRRIGATION (GPS irrigation as-built scope included within 1c)		
a Salvage, Re-Install Existing Heads (includes required supporting pipe & wire)		EA
b Salvage, Re-Install Existing Quick Connect Couplers (includes required supporting pipe & wire)		EA
c Raise Existing Heads In-Place (maximum head extension 12", otherwise pipe to be replaced)		EA
d Salvage, Re-Install Existing Gate Valves		EA
e Supply & Install New Irrigation Heads (includes required supporting pipe & wire)		EA
f Supply & Install New Quick Connect Coupler (includes required supporting pipe & wire)		EA
10 GRASSING		
a Green: Prepare Surfaces for Grassing (final float)		SF
b Greens: Purchased Unwashed Greens Height Bentgrass Sod Material (007 XL/Piranha Blend)		SF
c Greens: Install Purchased Sod (unwashed big roll sod, installed with smooth tired machine)		SF
d Fairways & Tees: Prepare All Soil for Grassing		SF
e Fairways & Tees: Purchase Sod Material (overseeded Ironcutter bermudagrass)		SF
f Fairways & Tees: Install Bermudagrass Sod		SF
g Fairways & Tees: Purchase Fwy. Approach Sod Material (unwashed fwy height 007 bentgrass)		SF
h Fairways & Tees: Install Fwy, Approach Bentgrass Sod		SF
i Rough Surrounds: Prepare Soil for Grassing		SF
j Rough Surrounds: Purchase Sod Material (Turf Type Tall Fescue)		SF
k Rough Surrounds: Install Sod (all slopes pinned)		SF
l Native Roughs: Prepare Soil for Grassing		SF
m Native Roughs: Seed Fine Fescue w/Curlex Erosion Matting		SF

FLOOD REMEDIATION PROJECT BID SUMMARY:

Projects A-F Total:	\$	-
Mobilization: Base Equipment Mobilization Fees:		
Install Landscape Mitigation Plantings:		
TOTAL BID:	\$	-

MAYOR & CITY COUNCIL OCEAN CITY



PROCUREMENT DEPARTMENT

BID DOCUMENT FOR

B01-26 – EAGLES LANDING GOLF COURSE FLOOD REMEDiation

BID TIMELINE OF EVENTS
PRE-BID MEETING: TUESDAY, JULY 22 ND , 2025 AT 8:00AM – EAGLES LANDING GOLF COURSE – CLUBHOUSE VENDOR ATTENDANCE IS MANDATORY FOR BID SUBMISSION
LAST DAY FOR QUESTIONS: MONDAY, AUGUST 4 TH , 2025 AT 3:00PM
ADDENDUM POSTING: TUESDAY, AUGUST 5 TH , 2025 BY CLOSE OF BUSINESS
BID SUBMISSION TIME AND DATE: MONDAY, SEPTEMBER 8 TH , 2025 BY 4:00PM
BID OPENING TIME AND DATE: MAYOR AND CITY COUNCIL WORK SESSION – TUESDAY, SEPTEMBER 9 TH , 2025 AT 1:00PM
BID SUBMISSION AND OPENING LOCATION: 301 NORTH BALTIMORE AVENUE, ROOM 230, OCEAN CITY, MARYLAND 21842 ATTENTION: CITY CLERK

SCOPE OF WORK (SOW) & SPECIAL CONDITIONS

1. Section #1 – General:

- a. Scope of Work: The Scope of Work for Eagles Landing Golf Course Flood Remediation includes in general, all materials, supplies, equipment, and labor to complete course remediation projects denoted by golf course hole location, per the plans and specifications.
- b. Contractor is required to provide the following with BID proposal submission:
 - i. A list of five similar construction projects completed by the Certified Golf Course Builder within the last three (3) years.
 - ii. A list of all general golf course construction projects completed by the Certified Golf Course Builder within a two-hundred and fifty (250) mile radius of Eagles Landing Golf Course.
 - iii. A list of all golf course irrigation projects completed by the Irrigation Association member within a two-hundred and fifty (250) mile radius of Eagles Landing Golf Course.
 - iv. A construction schedule proposing anticipated project completion including, but not limited to, the following below:
 - Mobilization Date
 - Construction Start Date
 - Intended order of operations
 - Key milestone grassing dates
 - Substantial completion of construction date
 - Punchlist/demobilization date
 - Crew size throughout project duration
 - v. A list of anticipated equipment.
 - vi. A written summary of pond dewatering/excavation strategy.

c. THE TOWN OF OCEAN CITY RESERVES THE RIGHT TO AWARD THE AWARD TO ONE VENDOR AND/OR MULTIPLE VENDORS FOR THIS INVITATION TO BID, INCLUDING PACKAGE A, PACKAGE B, PACKAGE C, PACKAGE D, PACKAGE E, AND PACKAGE F, IN PART OR IN WHOLE, AS DESCRIBED IN THE FORM OF BID DOCUMENT. PLEASE REMEMBER TO FILL IN ALL SECTIONS OF THE FORM OF BID, IF APPLICABLE.

- d. Worksite Safety: Contractor will take appropriate safety precautions at all times while performing work. Contractor is responsible for the security of the work site relative to interaction with pedestrian movements and interim access of the Eagles Landing Golf Course.
- e. Contractor: Contractor must be licensed in Ocean City, in addition to the State of Maryland with proof of insurance.

f. Contractor must presently possess active membership in the Golf Course Builders Association of America as a requirement to complete all golf feature construction and finishing/grassing work. If the Contractor is not a member, a partnering certified Golf Course Builder Subcontractor must be listed. Vendor may utilize the work of specialty Subcontractor with acknowledgment of, acceptance of, and adherence to, the policies regarding sub-contracting in Section III – Subsection 14.

g. Contractor must presently possess active membership in the Irrigation Association as a requirement to complete all irrigation system upgrade work. If the Contractor is not a member, a partnering certified Irrigation Association Subcontractor must be listed. Vendor may utilize the work of specialty Subcontractor with acknowledgment of, acceptance of, and adherence to, the policies regarding sub-contracting in Section III – Subsection 14.

- h. Contractor shall not execute any Agreement with any Sub-Contractor or permit any Sub-Contractor to perform work included in this Contract without written approval of aforementioned Sub-Contractor by the Town. Any payment discrepancies and/or related issues shall be between the Contractor and Sub-Contractor, and the Town shall not be responsible for remittance disputes of any kind.
 - i. Project Permits & Approvals: The Town of Ocean City actively possesses necessary permitting requirements.
 - j. Work Hours: Work hours will be between the hours of 7:00AM to 3:00PM, Monday – Sunday. Extended hours require approval of **Joel McTavish – (410) 520-5264 – Eagles Landing Golf Course Superintendent.**
 - k. Accessibility: The Contractor will make reasonable provisions to not impede Eagles Landing Golf Course patrons or employees.
 - l. Property Damage: The Contractor shall be responsible for any damages or breakage as a result of the Contractor's performance. The Contractor shall be responsible for repair of any damage to Town property and restoration of any facility damage, beyond normal wear and tear, caused by the Contractor's activities. Repair and restoration shall be to the satisfaction of the Town. Any repair and/or restoration of these damages shall be performed at no cost to the Town.
 - m. Contractor must coordinate with Town personnel to ensure that Work is completed as efficiently as possible within the guidelines of the project schedule.
 - n. The Town of Ocean City shall obtain and pay for all permitting, design, engineering, testing fees, boundary surveys, layout of benchmarks, and design and/or construction of support facilities including, but not limited to, Eagles Landing Clubhouse, Pro Shop, Maintenance Building, Landscaping, and/or related infrastructure.
 - o. The Town of Ocean City shall make the commitment of providing a healthy stand of turf to the Contractor during the grow-in and maturation phase. The Town of Ocean City shall maintain the finished golf course with adequate equipment, manpower, and/or resources as deemed appropriate.
2. Section #2 – Scope of Work:
- a. The Contractor, at the Contractor's expense, will dispose of all surplus material, rubbish, and debris.
 - b. **SITE PREPARATION** includes all labor, equipment, and materials needed to prepare the site for construction as shown on the applicable plans and these specifications. The scope of work may include but is not limited to, proper construction entrances, layout and staking of disturbance limits, clearing and grubbing of the golf course, and stripping of existing turf.
 - i. The Contractor's licensed surveyor will locate and identify property lines, corners of all structures to be built, roadways, easements, wetlands, setbacks, and necessary benchmarks. If these points are lost, they are to be re-located by the Owner's Engineer at the Owner's expense to ensure accuracy, however, care shall be taken by the Contractor to protect these points.
 - ii. The Contractor shall have paint, paint guns, flags, marking ribbon, grade stakes, measuring tapes, and laser surveying equipment always available.
 - iii. The Contractor will be responsible for providing an accurate GPS created as-built drawing of the project improvements at the completion of the project. Project invoiced quantities will be generated from these drawings and final payment will not be issued until the as-built drawing(s) is submitted.
 - iv. The Contractor shall supply sufficient labor and equipment to meet the goals of the project schedule during clearing and grubbing.

- v. Before clearing begins, the Contractor is to ascertain the proper clearing limits and work within these limits. Damage which is created outside of these limits is to be restored at the expense of the Contractor to the satisfaction of the Town.
- vi. The Contractor is to flag the first pass clearing as outline in the applicable plans and these specifications. The Contractor is to clear only 80% of potential clearing during the first pass.
- vii. Secondary clearing involves the thinning of vegetation, and the removal of understory in areas adjacent to golf holes. Secondary clearing must be performed manually unless otherwise directed. Existing grade shall not be disturbed in these areas. Tree pruning is not included in this project.
- viii. All work in wetland clearing that involves removing vegetation shall be performed in accordance with local, county, state, and federal guidelines.
- ix. The Contractor shall pay special attention to specimen quality trees. Trees not being removed shall be protected. These trees should be flagged, and no activity is to take place under the tree's drip line. While clearing adjacent trees, the Contractor shall take care not to damage protected trees. If a protected tree is damaged or removed, the Contractor shall replace the tree or compensate the Town.
- x. If material is buried, the Town is to approve all bury areas in non-play areas. Bury material shall be layered and compacted with native soil to prevent future setting. Bury areas are to have a minimum of 3' cover of compacted fill.
- xi. Machine-cleared areas shall be root raked in two directions to obtain clean soil conditions. The root rake shall comb the soil to remove all stumps, roots, large stones, brush, or other material that could hinder future grading and/or grassing operations before topsoil is stripped in the area.
- xii. The Contractor shall attempt to conserve as much topsoil as possible during clearing and grubbing operations.
- xiii. Contractor shall grade the cleared area once clearing is grubbing is complete to prevent pockets and/or depressions that would hinder surface drainage.
- xiv. Erosion and sedimentation control plans are to be generated by the Town. These plans will abide by all local, county, state, and federal laws concerning erosion and sedimentation control. The Contractor will abide by the installation procedures as displayed on the erosion and sediment control plans. Contractor is required to be a certified land disturber within the State.
- xv. Erosion and sedimentation control measures are to be installed by the Contractor. Contractor is responsible for the maintenance and complete removal of the erosion and sedimentation measures. Measures are not to be removed until the entire drainage area has been stabilized with sufficient stand of turf. Subsequent to removal of the erosion and sedimentation measures, the Contractor is responsible for grading and grassing area(s) so that area(s) blend naturally into the surrounding contour(s).
- xvi. Any rototilling required by the Contractor within an area of disturbance, the turf is required to be tilled using an appropriate tractor mounted tiller to a minimum depth of 4" in two directions to ensure the proper break-up of any existing root mat.
- xvii. Contractor is required to strip existing turf off of a site to ensure maximum amount of topsoil can be salvaged before grading commences. The turf is to be stripped used a walk-behind or larger tracked sod cutter machine.
- xviii. Once stripped, sod is to be gathered and disposed of in an area approved. If buried in an in-play area, the disposed sod must be compacted by incorporating loose sand, soil, water, and/or other methods approved by the Town. A minimum cover of 2' of compacted fill is required over all bury areas unless otherwise specified.
- xix. Non-natural construction debris (bunker lines, pipe debris, etc.) are to be disposed of in

- a hauled away dumpster and not buried on-site unless otherwise instructed by the Town.
- xx. When removing existing golf course landforms, the Contractor shall completely return the area to natural grade with no evidence of the removed feature remaining. No “ghost” landlords will be acceptable under any circumstances.
 - xxi. Existing sand and gravel buried on-site will be covered with a minimum of 2’ of suitable soil.
- c. **EARTHWORK** includes all labor, equipment, and materials needed to establish designed grades within the areas of work. Earthwork includes but is not limited to, stripping, topsoil, cut-to-fill operations, importing and/or exporting soil, pond and stream construction, and replacing of topsoil. The Town of Ocean City shall obtain all necessary permits for the earthwork phase of the project.
- i. All construction efforts (staging of equipment, stockpiles, markings, etc.) shall be coordinated to facilitate the layout and staking of the proposed work. This shall include preserving sightlines and hole corridors to ease the field design process.
 - ii. Contractor shall perform all necessary surveying and staking to execute the contracted scope of work. Contractor is required to provide the Town with a GPS verified as-built drawing that is to be updated periodically as construction progresses. The Town will have access to this progress survey data throughout construction. Contractor will be responsible for additional staking as needed to ensure that the designed grades are being met and positive drainage is obtained. Contractor shall be responsible for checking these locations and elevations at regular intervals to ensure they are correct.
 - iii. The Town shall have full access to the Contractor’s layout supplies such as wood stakes, marking ribbon, wire flags, paint, paint gun, etc. Contractor shall always have a laser instrument and target rod on site.
 - iv. Contractor shall take care not to disturb grading stakes or other golf feature markings. If disturbed, it is the Contractor’s responsibility to replace these stakes at their cost.
 - v. Contractor shall maintain all construction roads in and around the golf course site. The Town shall approve all grading and scarifying areas or ripping roads to relieve soil compacting prior to grassing. All construction areas shall be cleaned up and prepared for grassing to the Town’s satisfaction.
 - vi. Subsequent to grubbing and/or turf removal, Contractor shall strip all topsoil located within areas of grading before grading and shaping begin in those areas. A depth of 4” is required at a minimum.
 - vii. Stripped topsoil shall be stored in areas approved by the Town. These areas shall be in non-play, non-construction areas so as not to hamper progress of cut and/or fill excavation, shaping operations, and/or site lines. Stockpiles shall be well drained and shall not impound water. Topsoil shall be stockpiled in numerous areas in close proximity to areas of work when possible for replacement.
 - viii. Topsoil is to be replaced at a loose depth of 4” over all disturbed areas unless otherwise instructed by the Town.
 - ix. Topsoil may be replaced only when the Town has approved the shaping for the individual area. All topsoil shall be dry enough to spread at a uniform rate. All topsoil shall be spread when conditions are favorable to eliminate damage to existing shaped tees, fairways, and/or greens. The Town reserves the right to suspend topsoil operations if in their discretion the operation is damaging existing shaped features. Contractor will make every effort to allow shapes holes and/or features have topsoil replaced to prevent loss of subtle features.
 - x. Contractor shall retain all project materials on site and will not export any materials without permission of the Town.

- xi. Contractor will assume all elevations shown on the applicable plans are correct, but the Town reserves the right to make changes when deemed appropriate. The Town may change elevations and locations of golf course features to ensure the playability and character of the golf course is maintained. Select elevation alterations up to +/- 12" can be made by the Town for Contractor to execute to accomplish design objectives at no additional cost to the Town.
 - xii. The existing elevations on the plans are believed to be correct and accurate. The Town do not guarantee that accuracy of existing elevations shown.
 - xiii. Contractor will ensure that all cuts and fills shall be within +/- 4" of the designed grade unless otherwise directed by the Town. All cuts and fills shall be held down 4" to allow for the replacing of topsoil.
 - xiv. Contractor will be required to achieve certified compaction of fill materials only in designated areas as specified by the Town. Contractor is responsible for settling and/or sloughing of fills following earthwork operations.
 - xv. Contractor will be required to place bulk fills in lifts no greater than 6" at a time. While compaction requirements are typically not required for golf course work, Contractor is responsible for settling of work areas within project warranty period.
 - xvi. All materials used to create fill within in-play locations of greens, tees, and/or fairways shall be of suitable material. Muck, rock, sticks, peak, and/or excess organic material is not allowed as fill in these areas. Undesirable fill shall be placed in out-of-play and/or mounded areas.
 - xvii. The Town reserves the right to suspend earthwork operations if in their discretion the operation is producing improper fill.
 - xviii. All fills will be carefully placed in such a manner as not to destroy existing natural vegetation. All haul roads will be kept to a minimum during excavation, and shaping of all areas shall be executed to minimize retention of excess water.
 - xix. All surface drained areas will be graded with a minimum slope of 2.5% on or near the playable areas of the golf course with primary focus on the fairways, unless otherwise outlined by the Town. Greens, tees, and/or bunkers are exempted from this requirement.
 - xx. Slopes shall be constructed as indicated on the grading plans and shall not exceed a 3:1 slope unless otherwise directed by the Town. Contractor shall take care in building gradual slopes that blend into the existing topography.
 - xxi. All borrow and/or bury pit areas shall be graded providing positive surface drainage. Borrow areas shall blend into the surrounding topography to the satisfaction of the Town.
 - xxii. Newly graded areas are the responsibility of the Contractor. Repair from construction traffic and/or erosion must be repaired and grades reestablished to the required elevation and/or slopes. Work will be completed at no additional expense to the Town.
 - xxiii. If unmovable rock is encountered in the excavation process, Contractor shall contact the Town immediately. If the cut can be avoided, the Town will alter the grading plan for the area. If the rock must be blasted, the Town and Contractor are to negotiate a fair price for this work, which will be completed by way of a Change Order of the Contract. Contractor will not be paid for any blasted rock excavation work without prior written authorization from the Town. All rock blasting shall conform to local, county, state, and federal laws, and shall be completed by a licensed and insured sub-Contractor specializing in rock excavation. Contractor shall cover unmovable rock with a minimum of 2.5' of soil.
- d. **SHAPING** includes all equipment, labor, and materials needed to perform artwork and contouring across the entirety of the area of work.

- i. Contractor shall provide skilled operators that are capable of performing shaping operations. The Town reserves the right to work directly with Contractor's staff to ensure the best possible golf course sculpting. Contractor shall expect considerable interaction between the Town and Contractor's shapers, operators, and all labor efforts to achieve the desired artistic and playability effect. Contractor is expected to maximize the beauty and aesthetic impact of all features being constructed.
- ii. Shaping work involves molding and manipulating existing base cuts and fills to the satisfaction of the Town. This involves pushing a full blade of dirt and not merely trimming or minor pushing operation(s). The Town is to walk each area of work with Contractor's operators and discuss design intent, and how to achieve the design goals. The Town reserves the right to alter the shaping of the golf course features as many times as necessary before topsoil is spread until the design intent is achieved. Changes in shaping made by the Town shall be executed by Contractor as soon as possible and at no additional cost to the Town.
- iii. The Town is to make reasonably timely site visits so as not to delay progress of the construction schedule.
- iv. During the shaping, the Town may alter the number, location, or size of golf course features such as tees, bunkers, and/or swales. Contractor will shape these alterations at no additional cost to the Town, however, further construction(s) of these proposed features will be invoiced at the unit cost rate as outlined elsewhere within these documents.
- v. Shaping will always be performed with consideration for drainage. All swales that move surface water shall not infringe or cross directly on top of any bunkers, tees, and/or greens. No natural drainage flow is to be disturbed, and if so, shall be corrected. Finished grades on in-play fairway and rough areas shall have a minimum slope of 2.0% unless otherwise directed by the Town.
- vi. Shaping approvals by the Town may be achieved with larger bulldozer equipment, mini-track loaders, excavators, and/or mini-excavators with knuckles and/or tractors and then during the finishing process by trap rakes and through labor and/or hand tools. The Town may require Contractor to provide these varying pieces of equipment and resources to achieve the desired shaping effect at no additional cost to the Town.
- vii. All bunkers shall be shaped in accordance with the grading plans, unless directed otherwise by the Town. The Town reserves the right to adjust the size, location, and/or number of bunkers to ensure the best possible hole will be constructed.
- viii. Contractor shall blend bunker slopes into the natural surrounding topography as smoothly as possible. At no time shall surface drainage enter the bunker from anywhere other than the immediate bunker side slope. Berms directing water around bunkers shall be shaped to make them appear naturally irregular. Contractor shall contour the bunker floor slightly concave, which directs both surface drainage and golf balls toward the center of the bunker.
- ix. Contractor can expect to use but not limited to bulldozers, small track loaders, and/or mini-excavators with knuckle buckets, and/or hand labor to shape the bunker edges, floors, and/or surrounds. The final shaping of bunkers is detailed and requires precise work. Contractor shall use same operator and/or crew to finish all bunkers for the project to ensure continuity from hole to hole.
- x. All green side bunkers shall blend into the contours of the green. Significant handwork is required to ensure the green tie-ins are smooth and uniform.
- xi. Contractor shall construct the bunkers so as not to retain surface water during the rough shaping operation.
- xii. No bunker drainage, topsoil, liner, and/or bunker sand is to be installed until the Town

- has given final approval.
- xiii. The green surfaces and surrounds are the most important design features of the golf course, and special attention shall be given to this phase of construction. Contractor shall utilize expert operators to shape the green complexes.
 - xiv. The Town reserves the right to adjust the size, shape, orientation, and/or contours to ensure the best possible green complex will be constructed.
 - xv. Contractor shall contour the entire green site to finish grade before the green is cored out utilizing a finished grade first construction method. The Town will work with Contractor to establish the green's size, shape, and/or elevations within this initial finish grade process. Once the green site has been approved by the Town and the green's perimeter has been marked, Contractor shall install monument stakes (estimated 1.5 stakes per five hundred (500) square feet to record the future 12" cavity excavation process. The green floor is to be excavated to the 12" cavity floor elevation and the original surface contours are to be recreated and/or approved by the Town prior to installation of the herringbone drainage system and mix.
 - xvi. All greens shall be constructed with a modified green construction method.
 - xvii. No drainage, gravel, greens mix, and/or topsoil is to be installed until approval has been given by the Town.
 - xviii. Contractor shall provide a minimum slope of 2.0% across all fairway and in-play rough areas unless otherwise directed by the Town.
 - xix. Where drain inlets are constructed, Contractor shall shape the area so that the inlet collects the maximum amount of surface drainage. The hollow collecting the water shall be irregularly shaped to create a natural appearance. Contractor shall shape the hollow so that it transitions smoothly into the surrounding topography. Grades within 10' of the drain inlet shall have a varying slope between 3-6% and shall be contoured to ease future maintenance and/or mowing operations.
 - xx. All slope angles, safety benches, etc. of the lakes and/or streams will be designated by the Town.
 - xxi. Pond and/or stream banks shall blend in naturally with surrounding features and/or shall not impede surface drainage.
- e. **GREENS CONSTRUCTION** includes all equipment, labor, and/or materials needed to construct all proposed greens on the golf course and/or related practice facilities. Greens are to be constructed using a modified green construction method with no gravel layer.
- i. Topsoil used to ring the green cavity shall be the best available from the site.
 - ii. Trench gravel drainage material shall be a washed pea stone and/or crushed stone that meets the following criteria: gravel materials shall not have an LA Abrasion Test (ASTM C-131) value exceeding 40, and/or a loss not exceeding 12% using the sulfate soundness test (ASTM C-88). In addition, the under drainage stone must meet the following particle size criteria: 100% passing a ½" sieve, no more than 10% passing a 2mm (No. 10) sieve, no more than 5% passing a 1mm (No. 18) sieve, a uniformity coefficient (D90/D15) of less than or equal to 3.0, D15 of the gravel must be less than or equal to 8 x D85 of the root zone mix, D15 of the gravel must be greater than 5 x D15 of the root zone mix.
 - iii. The root zone sand will be defined in this section and shall be selected as such. The root zone sand will be evaluated using the ASTM Test Methods for putting green root zones by the Town's testing agent. A sand sample shall be submitted to the Town's testing agent at Contractor's expense, and tested for adherence to the specifications. The sand shall meet the following particle size criteria:
 - Fine Gravel – 2.0-3.4mm
 - Very Coarse Sand – 1.0-2.0mm with not more than 10% of the total particles in this range, including a maximum of 3% of fine gravel

- Coarse Sand – 0.5-1.0mm with a minimum of 60% of the particles must fall in this range
 - Medium Sand – 0.25-0.50mm with a minimum of 60% of the particles must fall in this range
 - Fine Sand – 0.15-0.25mm with not more than 20% of the particles may fall within this range
 - Very Fine Sand – 0.05-0.15mm with not more than 5%
 - Silt – 0.002-0.05mm with not more than 5%
 - Clay – less than 0.002mm with not more than 3%
 - Total Fines – very fine sand + silt + clay with less than or equal to 10%
- iv. In addition, there should be 100% passing the No. 5 screen (4mm) and no more than 30% fine sand. In addition, the sand shall have a uniformity coefficient of (D60/D10) of between 2 and 3.5.
 - v. The interior drainpipe shall be smooth-walled "N-12", 4" corrugated polyethylene pipes, A.D.S. and/or Approved Equal equivalent. The interior drainpipe shall be backfilled with the same gravel material as outlined in Section E – Greens Construction, Item III.
 - vi. Excavation of the green cavity shall only be completed once the Town has approved the shaping of the green and surrounds built with native soils and/or that surface has been staked to monument the 12" core-out depth. Once approved, Contractor shall core out the sub-grade 12" below (+/- 0.5") the Town's approved finished grade as determined by the finished grade first process. Contractor shall compact the sub-grade so that no future settling occurs. Contractor shall not hold water within the green cavity but cut trenches to alleviate water at the lowest ends of the green cavity (and/or have the 4" N-12 solid discharge line installed to function as a temporary sump).
 - vii. Contractor shall cut a vertical 12" green cavity wall by using machine and/or hand labor. The vertical wall is to properly divide the greens mix material from the surrounding soil. At no time will greens mix be utilized to blend and/or bridge grades between the greens and/or surrounding areas. The upper elevations of the green cavity wall shall be constructed with the site's best topsoil.
 - viii. Interior green drainage shall not be installed until the Town has approved the sub-grade of the green. Contractor shall lay out drainage in a herringbone and/or semi-herringbone pattern with approval given from the Town. Drain lines shall be installed no more than 15' apart. Perimeter and/or smile drains shall be installed along the low edges of the greens/soil interface to ensure all water is being collected.
 - ix. Trenches shall be dug at least 12" deep and/or 13" wide. The trench floors shall be graded with a minimum pitch of 1% and shall be free of debris and/or any loose material. All soil excavated from the trenches shall be removed from the green cavity to ensure the sub-grade of the green cavity is not disturbed. Contractor shall bevel the trench edges so no lips are created that may impede water flow.
 - x. Contractor shall install a uniform 2" layer of approved pea gravel on the clean trench floor. The 4" N-12 and/or equivalent perforated pipe is then installed in the trenches with a minimum slope of 1%. The trench is then completely backfilled with approved pea gravel. The pipe shall remain centered in the trench and no portion of the pipe shall come into contact with the trench wall during gravel backfill.
 - xi. 14-gauge tracer wire is to be installed within all green drainage trenches.
 - xii. Contractor will trench the drain lines and install the pipe and/or gravel backfill within the same day to limit potential contamination. If the mix layer is not installed on the same day, the gravel backfill shall be humped and/or an approved filter fabric is to be laid and secured over the trench lines. Trenches shall be clean of any silt and/or debris before the root zone sand is installed.

- xiii. At least one drainage clean-out is required per green. Contractor shall install the clean-out on the main collector trench that receives the greatest volume of water. The clean-out shall be constructed using 4" N-12 and/or equivalent solid pipe taken at least 2' outside the collar's edge. The clean-out shall be cut at a flush finished grade and/or capped with a solid black Toro and/or equivalent end cap with four 3/8" holes drilled into the cap to promote air exchange. The green's tracer wire is to extend and/or wrap around the clean-out pipe.
 - xiv. All 4" N-12 and/or equivalent pipe leading out of the green cavity shall be discharged into an approved sump, stream, pond, and/or pipe. This pipe shall be non-perforated and shall be installed with a minimum 18" of cover and/or a minimum 1% slope.
 - xv. Contractor shall supply the Town with accurate GPS as-built drawings that show the location of all sub-surface green drainage and/or outflow at the completion of the project.
 - xvi. After the underdrains have been installed, the green cavity must be repaired before the greens mix layer is installed. The green sub-surface shall be smooth-graded and/or compacted back to the originally approved grade.
 - xvii. Contractor shall place at least 3 grade stakes per 1,000 square feet of green surface, taking special care to stake significant features within the green cavity. The grade stakes shall be marked 12" from the sub-grade to ensure the root zone sand is spread uniformly. Care shall be taken not to disturb these stakes during material installation.
 - xviii. No gravel layer is to be installed within the greens.
 - xix. The root zone sand shall then be installed to a compacted depth of 12" and/or shall be brought up to final design grade. The finished greens material contours shall closely mimic the shaped soil subsurface.
 - xx. The root zone material shall be moist when spread to limit the migration into the gravel and/or to assist with compaction. The root zone sand shall be carefully distributed from the collar perimeter toward the center of the green. Contractor shall repair all damage to the green cavity that is associated with the hauling of the root zone sand at no additional expense to the Town.
 - xxi. Contractor shall compact the root zone mixture thoroughly. Contractor shall use back-and-forth motion of track equipment to ensure compaction during root zone sand installation. Special care shall be taken to compact the interior and/or exterior perimeter of the green using tires and/or tracks of small finishing equipment. Jumping-jack compaction will be required along the greens mix/soil perimeter interface.
 - xxii. If Contractor disturbs the subgrade during the root zone sand installation, repair will occur before any additional sand is placed by Contractor and at no additional cost to the Town.
 - xxiii. Machines used to haul and/or spread the root zone sand shall be free of mud, cakes of dry soil, and/or other debris that may contaminate the sand.
 - xxiv. Once all mix has been installed, the immediate surround should be compacted with a jumping jack tamper (or other approved method). Two passes on the mix around the edge and/or two passes on the topsoil. This is to limit future settling of green tie-in.
 - xxv. Contractor shall protect the installed mix from erosion, blowing, and/or irrigation installation prior to grassing. Contractor is responsible for the condition of the greens mix until the green has been grassed and/or released to the Town for grow-in.
 - xxvi. Contractor shall float and/or finish the green surfaces Section M - Grassing as described.
- f. **TEE CONSTRUCTION** includes all equipment, labor, and/or materials needed to construct all proposed tees on the golf course and/or related practice facilities.
- i. All tees shall be shaped in accordance with the grading plans, unless directed otherwise by the Town. The Town reserves the right to adjust the size, location, and/or number of

- tees to ensure the best possible golf hole will be constructed.
- ii. Tees shall not allow surrounding surface drainage to cross the new tee surfaces. Tee surface grades shall be raised, and/or swales and/or diversion mounds shall be constructed to channel surface water away from tee surfaces.
 - iii. Contractor shall allow for an additional 18" picture frame rough grass platform that encircles the teeing surface. The surrounding platform is to be shaped at the same grade and/or plane as the future tee surface. This picture frame platform will create a rough grass border around the future tee and/or will minimize future tee edge sloughing over time. The additional platform is not to be calculated as overall tee area by Contractor.
 - iv. All tee surfaces shall be smooth and/or free of any depressions. Tee sub-grade and/or finish grade shall pitch at a consistent 1.0-1.5% in the direction of the surrounding topography. Whenever possible, the tee shall be pitched away from the cart path servicing the tee. The Town shall instruct Contractor as to the direction that each tee shall slope in the field.
 - v. All tees shall blend into the surrounding natural topography, existing vegetation, and/or cart paths as naturally as possible. Tee banks shall not exceed 3:1 unless approved by the Town and/or particular care shall be taken to create a walkable slope up to each tee from the direction of access from the cart path and/or proceeding hole.
 - vi. The Town shall approve the rough grading and/or shaping of all tee complexes and/or surrounds before any drainage, irrigation, sand mixture, and/or topsoil is applied.
 - vii. Topsoil used to construct tees shall be the best on the site as identified by the Town.
 - viii. Prior to topsoil installation, the tee subgrade shall be leveled and/or graded, and also approved by the Town. At that time, the subgrade is to be ripped and/or toothed two times in the direction of water flow to improve future water infiltration.
 - ix. Topsoil is to be installed at a loose 6" depth, with Contractor making an effort to minimize soil compaction during this construction process. Harvested on-site sand is to be installed at a 1" depth and/or further toothed into the topsoil profile.
 - x. Once the Town approves the shaping completed for a tee, Contractor shall install the permanent outfall drainage pipe. This pipe shall outfall into a pond, larger pipe, and/or other approved discharge area and/or device. This pipe should be solid, double wall, corrugated polyethylene, A.D.S. N-12 pipe, 4" diameter and/or larger, installed with a minimum slope of 1% and/or otherwise instructed by the Town. A 14-gauge tracer wire shall be installed with all discharge drain lines to facilitate future tracking of the pipe's location. The discharge pipe shall be jumping-jack tamped to prevent future settling. The discharge pipe shall be installed with a temporary 4" tee fitting extending a temporary perforated riser 1' above the tee floor surrounded by gravel creating a temporary sump to drain the tee cavity during construction. Contractor shall keep this temporary sump in working order until detailed bunker shaping and/or interior perforated drainage is installed.
 - xi. Contractor shall install and compact topsoil along the immediate tee surrounds with 6" of approved topsoil. The tee perimeters are to be identified by paint by the Town if irregularly shaped and/or through detailed staking and/or stringlines installed by Contractor if a formal/rectangular tee shape is being constructed. Following mark-out, a clean 6" hand-cut vertical edge is to be cut to contain the 6" growing medium. At no time is Contractor to blend and/or bridge grades with tee mix outside of the 6" tee edge.
 - xii. Following the topsoil edge being cut, Contractor shall drain the interior of the tee using 4" perforated, double wall, corrugated polyethylene A.D.S. N-12 pipe. Drain trenches will be spaced in a herringbone pattern perpendicular to the flow of water at a spacing not to exceed 15' with special attention paid to smile trenches installed at the low

side(s) of each tee. Trenches shall be dug with a mini-excavator and/or trencher to a minimum depth of 12" and/or a minimum trench width of 13". Trench floors shall be first uniformly filled using 2" of USGA approved bridging gravel. The perforated pipe is then backfilled with approved bridging gravel to a depth 2" below the tee's subgrade elevation. Growing medium mix will be installed at an additional 2" depth over the trench lines to best moderate the moisture content of the tee mix.

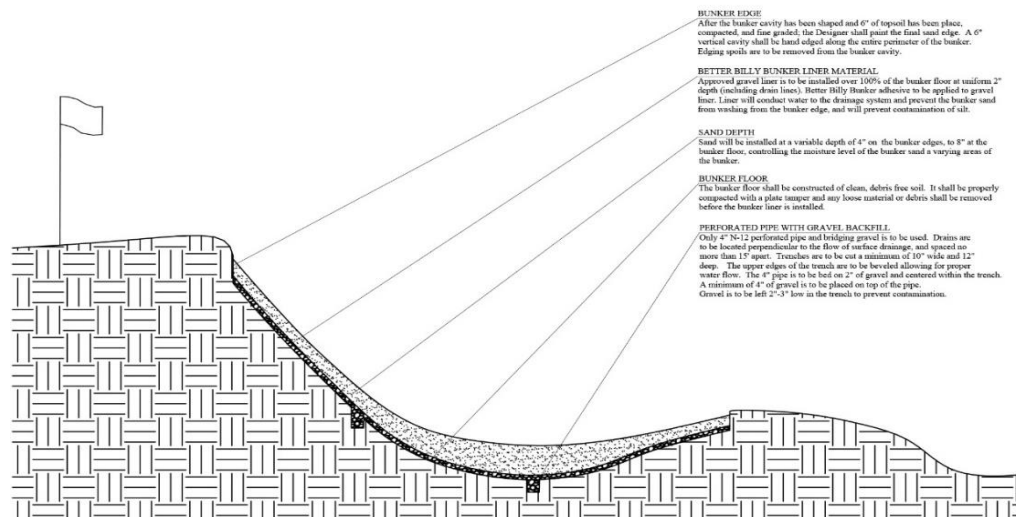
- xiii. Tee mix is to be installed at a compacted depth of 6", with the perimeter topsoil/mix interface compacted with a jumping jack tamper to prevent future settling. Machines used to haul and/or spread the root zone mix shall be free of mud, cakes of dry soil, and/or other debris that may contaminate the mix. Tee mix shall not contaminate the exterior topsoil edge.
 - xiv. All tees must be finished and leveled with the aid of a dual-planned laser level at the same pitch and/or plane as the subgrade. Smaller tees may be leveled by skilled labor floating the surface with hand tools and/or small equipment. Larger tees will be leveled and/or finished with a tractor equipped laser guided and/or hydraulic operated box blade as specified by the Town.
 - xv. The surrounding 18" picture frame edge is to be finished at the same uniform plane as the tee itself. Contractor shall expect handwork to be necessary to produce acceptable tee edge tie-in.
- g. **BUNKER CONSTRUCTION** includes all equipment, labor, and/or materials necessary to construct all proposed bunkers on the golf course and/or related practice facilities.
- i. All bunkers shall first be shaped in accordance with the project plans, unless directed otherwise by the Town. The Town reserves the right to adjust the size, location, and/or number of bunkers to ensure the best possible hole will be constructed.
 - ii. Bunker edging will be achieved through carving of the edge painted by the Town with a mini-excavator and/or knuckle bucket and/or hand tools at a thickness outlined by the Town. Edging of the bunker is a shaping task which Contractor shall expect alterations to the edge locations and/or thickness to achieve desired artistic result.
 - iii. Following edging, the bunker subgrade floor will be finished contoured with the use of a mini-excavator and/or knuckle bucket and/or hand tools. The bunker floor is to then be vibratory plate tamped to facilitate water movement across the bunker's subgrade. The Town will approve the contouring of the floor prior to installation of interior perforated drainage.
 - iv. Once the Town approves the shaping completed on a bunker, Contractor shall install the permanent outfall drainage pipe. This pipe shall be solid, double wall, corrugated polyethylene, A.D.S. N-12 pipe, 4" diameter and/or larger, installed with a minimum slope of 1% and/or otherwise instructed by the Town. A 14-gauge tracer wire shall be installed with all discharge drain lines to facilitate future tracking of the pipe's location. The discharge pipe shall be jumping-jack tamped to prevent future settling. The discharge pipe shall be installed with a temporary 4" tee fitting extending a temporary perforated riser 1' above the bunker floor surrounded by gravel creating a temporary sump to drain the bunker during construction. Contractor shall keep this temporary sump in working order until detailed bunker shaping and/or interior perforated drainage is installed.
 - v. Contractor shall drain the interior of the bunkers using 4" perforated, double wall, corrugated polyethylene, A.D.S N-12 pipe. Perforated trenches are to be installed within a herringbone pattern at a maximum 15' spacing. Tracer wire is to be installed within the main perforated drain line only to terminate at the clean-out port. Trench spoils shall be removed from the bunker. Trenches shall be dug with a mini-excavator to a minimum depth of 12" if a bunker liner is to be installed. The minimum trench width is

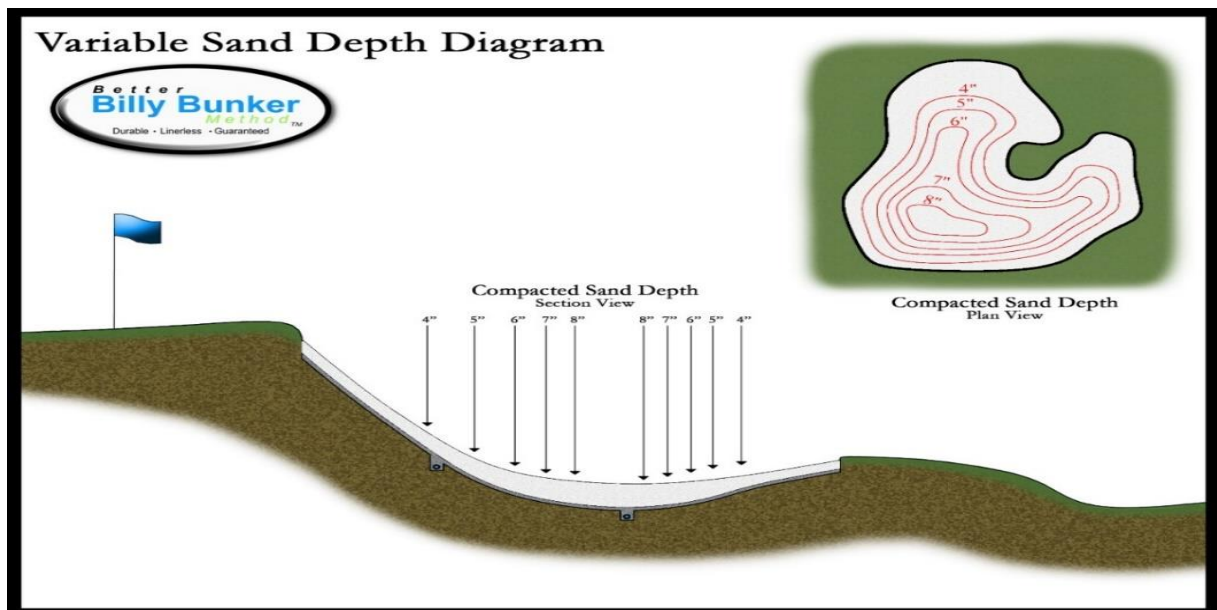
to be 13". Trench floors shall be first uniformly filled using 2" of USGA approved bridging gravel. The perforated pipe is then to be installed within the center of the trench with a minimum slope of 0.5%. The trench is then to be backfilled with approved bridging gravel during the Better Billy Bunker liner installation process. If bunker liner is not specified, the minimum trench depth is to be excavated to 16', and/or approved bridging gravel is to be installed 4" below the bunker subgrade floor. Bunker sand is to be installed within the remaining 4" trench depression to moderate the moisture content of the sand to prevent the contamination of sand by rising gravel.

- vi. At least one clean out port is required by bunker. Contractor shall install the clean out on the trench that receives the greatest volume of water. The clean out shall be constructed using 4" solid, N-12 pipe taken to the nearest flat surrounding bunker slope. The clean out shall be cut at finished grade and/or capped with a black Toro solid endcap (and/or equivalent) with a minimum of three 3/8" holes drilled into the lid to promote air exchange within the drain line. The bunker's tracer wire is to be extended to the clean-out port for ease of future tracking.
- vii. Better Billy Bunker liners are to be installed per the manufacturer's specifications.

BUNKER CONSTRUCTION DETAIL

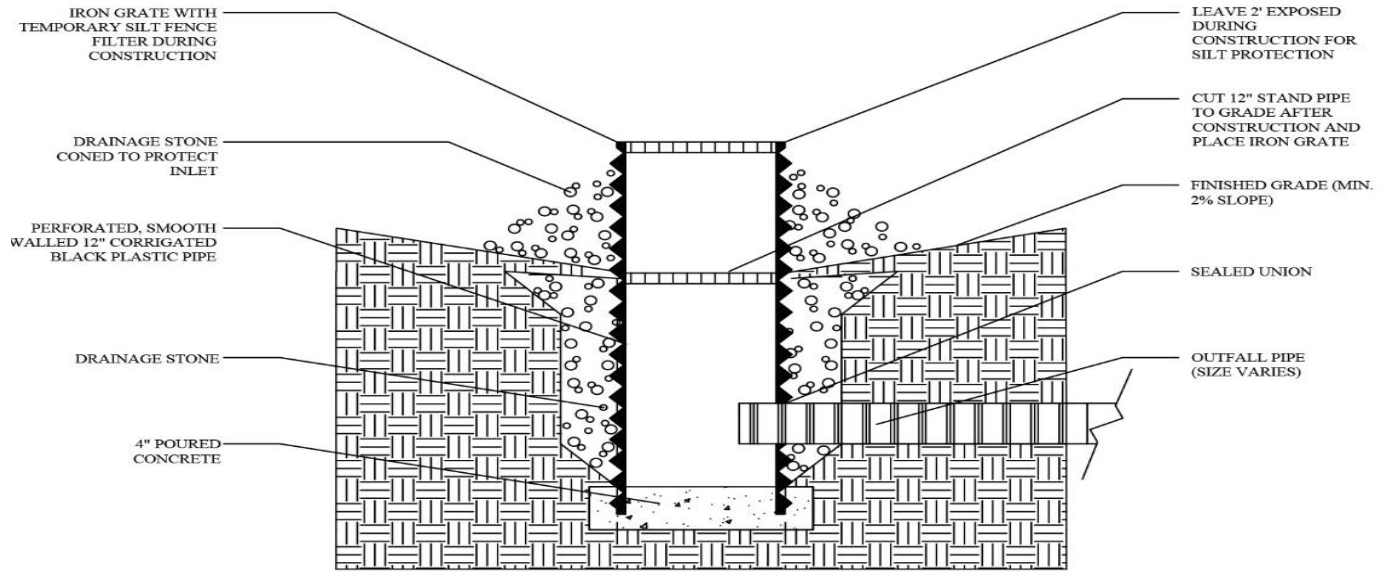
No Scale





- viii. The bunker subgrade floors are to be overly excavated in select locations by up to 5" prior to the installation of interior perforated drainage and/or liner as directed by the Town. This additional excavation of the floor will allow for additional bunker sand material to be installed at a greater depth within the lowest point of the bunkers to best moderate the moisture content of the sand to maximize consistent sand playing characteristics.
- ix. Before bunker sand is installed, Contractor shall sod the immediate bunker surround. The first ring of sod around the bunker shall be laid over the bunker edge (thus only 18" of the 24" strip of sod will be exposed once the sand is installed). Sod is to be installed perpendicular to the steepest surrounding bunker face. A small area may remain unsodded to allow for the hauling and installation of bunker sand.
- x. Contractor shall install the approved bunker sand to a consistent and compacted depth as instructed by the Town. The sand shall be vibratory plate tamped and then fine raked and/or ready for play prior to acceptance. Any bunker sand that is discolored or contaminated during the construction process shall be replaced at no additional cost to the Town. Contractor shall take care not to damage the interior drainpipe of the bunker and/or the bunker liner during the sand installation process. Once the sand is installed, Contractor shall repair all damage the sand hauling may have caused at no additional cost to the Town and complete the sodding of the bunker surrounds.
- h. **ADDITIONAL SITE DRAINAGE** includes all equipment, labor, and/or materials for the trenching and/or installation of drainage and/or materials for trenching, installing, and/or backfilling subsurface drain lines and/or drain inlets in all fairway, rough, and/or out-of-play areas. Interior green, tee, and/or bunker drainage is not included in this section.
 - i. All pipe and fittings shall be new and/or of the best quality. Contractor shall use A.D.S. N-12 smooth interior wall pipe (and/or Approved Equal equivalent) when installing all 4" and/or larger solid and/or perforated pipe. All drainpipe exiting from surface inlets shall be 6" pipe and/or larger.
 - ii. Contractor shall not trench and/or install drainage until the Town has approved the shaping of the sub-grade.
 - iii. Contractor shall excavate and/or backfill the pipe trenches in such a manner as to always provide for positive drainage.

- iv. Contractor shall trench in a manner so that no trenches will be left open and/or unattended. Trenching, pipe installation, backfilling, and/or compaction shall be completed efficiently so as not to delay other construction activities.
- v. During trench excavation, spoils shall be stored a sufficient distance from the trench to prevent overloading.
- vi. Trench floors shall be graded to promote positive drainage and/or shall be free of protruding rocks, debris, and/or loose material that may hinder water flow. Smooth interior wall pipe shall be installed with a minimum slope of 0.5% unless otherwise instructed by the Town.
- vii. Contractor shall trench drain lines so that the installed pipe has a minimum of 18" of cover including replaced topsoil once completed.
- viii. Contractor shall expect to raise and/or lower invert elevations to avoid conflicts with existing utilities particularly irrigation. Contractor is required to pothole existing utilities to avoid these conflicts. The Town is to facilitate the locating of potential utility conflicts prior to the installation of drainage.
- ix. Contractor shall install the drainage systems as specified by the Town. Pipe locations, sizes, and/or specifications shall strictly adhere to these specifications.
- x. When trenching beyond a pocketed area of work of exposed soil into existing turf, Contractor is to cut, strip, salvage, and/or re-install the existing turf along the trench line at no additional cost to the Town.
- xi. Contractor shall backfill the installed pipe in tamped lifts to minimize settling. If settling of drain lines occurs up to one year after the completion of the project, Contractor shall repair the area(s) at no additional cost to the Town. Excess soil shall be dispersed so the area blends naturally with the surrounding(s).
- xii. All points of discharge shall be located and connected to positive outflows approved by the Town. When possible, Contractor shall keep the top of pipe outlets into ponds a minimum of 2' below finish water elevation, so they are not visible to golfers.
- xiii. Contractor shall provide an accurate GPS as-built drawing of all new, replaced, and/or observed drain lines and/or structures. The "as-built" drawing shall 1"=100' in scale, and shall be neat and/or legible. The Town is not required to issue the project's final payment to Contractor unless the "as-built" drawing has been submitted.
- xiv. Surface drain inlets shall be constructed with a minimum perforated 12" N-12 standpipe riser backfilled with gravel. A round slotted ductile iron grate (East Jordan and/or equivalent) is to be installed at the surface.
- xv. Contractor shall take special care to build drain inlets that are level and/or true to line and/or grade.
- xvi. Holes cut in the standpipe for incoming and/or outgoing drain lines shall be cut to within 1" of the outside diameter of these incoming and/or outgoing lines. This gap in the pipes shall be sealed with a waterproof foam sealant.
- xvii. The bottom of the inlet shall be stabilized with concrete to create a firm base.
- xviii. During construction, Contractor shall protect the drain inlets from erosion and/or silting until the surrounding area has been stabilized by mature turf. The standpipe shall be left a minimum of 1' above finished grade, surrounded with excess gravel, and/or protected with silt fence and/or staked straw bales until the area is ready to be fine-graded. Contractor shall remove excess gravel, cut the standpipe to finish grade, and/or snugly place filter fabric under the metal grate. The Town shall remove the filter fabric once inlet's drainage area has been stabilized.



TYPICAL DRAIN INLET

No Scale

Section

- xix. Contractor shall install all other overflow structures, weirs, manholes, and/or etc. as designed by the Town.
- i. **CART PATHS** construction includes Contractor's preparation of the path's subgrade (4" cut-out prior to paving by Contractor), coordination with concrete forming and/or pouring, and/or backfilling of the paths prior to grassing.
 - i. Contractor shall cut-out and/or backfill all cart paths as shown on the plans or as otherwise instructed by the Town. The design intent is to construct convenient, functional paths, while hiding the paths from view whenever possible. Contractor shall be aware of this goal, and whenever possible shall locate and/or slope paths to reduce its visibility to the golfer.
 - ii. Contractor shall excavate the cart path sub-grade to facilitate surface drainage following cart path construction. The sub-grade shall be compacted to prevent future settling. If portions of the sub-grade are deemed unstable and/or pumping by the Town, these areas must be removed and/or replaced with acceptable material at a pre-approved cost to the Town.
 - iii. Contractor shall cut-out the paths 6" wider than the designed path width on both sides to allow ample spaces for the concrete forming process.
 - iv. Contractor shall cut-out the cart paths with a maximum cross slope of 5%, and/or an overall slope of 10%, unless otherwise directed by the Town.
 - v. Concrete paths and curbing shall be formed in place with a minimum 4" thickness utilizing 3500 PSI concrete with fiber, and include expansion joints every 60', tooled joints every 10', and a broomed finish.
 - vi. Following paving by Contractor, Contractor shall backfill and/or compact edges of completed paths with stockpiled on-site topsoil. Once re-graded, path edges shall blend into the surrounding topography as naturally as possible. Cart paths shall not impede natural drainage surface.
 - vii. All cart paths area to be constructed to a finished travel width of 8' wide, unless otherwise directed by the plans and/or Town.
 - viii. Select curbing locations are to be marked by the Town. Curbing is to be a 6" block curb. When curbing is installed, the width of the curb shall be installed in addition to the

travel width of the path as to not to reduce overall travel width of the path. Curbing shall be fully backfilled and tie-into surrounding grades.

- ix. Cart paths are to be paved by Contractor and Contractor is expected to coordinate paving activities with the Town, including haul road access to each paving site.
 - Contractor may utilize Eagle's Nest Road as appropriate to the completion of the Work. Contractor shall navigate Eagle's Nest Road in a safe and responsible manner, verifying normal operations are not impeded through use. Any damage(s) to Eagle's Nest Road in the completion of the work shall be reported to the Project Manager. Project Manager shall assess extent of reported damage(s), and Contractor shall replace damage(s) to the original condition at the Contractor's expense.

- j. **BRIDGE CONSTRUCTION** includes all hardware, demolition, carpentry, and associated work as indicated in the BID document. The following items are not intended to be an all-inclusive listing of specified work required but shall be reviewed as a clarification to specific items within this scope.

- i. Eagle's Landing Golf Course intends to fill, regrade, and install new golf cart path(s) in several locations on the Course, as displayed and indicated on the master plan. Newly elevated cart paths deemed meeting an existing bridge shall be modified to match the existing bridge and cart path elevation(s). Bridge modification(s) shall be constructed similar to the existing bridge(s). Modifications to the existing plan due to site specific conditions shall be discussed and approved by the Town.
- ii. The Town shall reserve the right, including, but not limited to, determining whether and to what extent bridge construction items will be incorporated into the Contract. Bridge construction renderings are not located on the plans, and estimated quantities on the Form of BID for such items are presented solely for the purpose of obtaining a representative BID price in determining the aforementioned extent. Actual quantities may not be representative of estimated quantity, and neither the Contractor and/or Town shall make any claim(s) for additional compensation due to an increase, decrease, and/or elimination of the aforementioned bridge construction items.
- iii. Carpentry efforts shall follow best practices to provide sound and stable structure. Modifications shall be approved by the Town prior to execution. Existing bridges were renovated in 2020 and are deemed as in good condition.
- iv. Contractor shall have a minimum of five (5) years' experience in heavy framing and/or marine contracting to be considered for qualification.
- v. Contractor shall be responsible for any damage and/or loss of wood.
- vi. Excess lumber shall remain the property of the Contractor. If additional lumber material is required to complete the project, and the Town determines the Contractor has wasted and/or damaged the provided materials, Contractor shall be responsible for additional material costs at the Contractor's expense.
- vii. Contractor shall provide all labor, materials, tools, and/or equipment to perform all work necessary for the renovation of the following golf cart bridge locations:
 - Hole #17 – approximate length of modification – eleven (11) feet
 - Hole #18A – approximate length of modification – twenty (20) feet
 - Hole #18B – approximate length of modification – eleven (11) feet
- viii. In the event that existing wood materials cannot be retained in place without raising them, Contractor shall adhere to the following sequence in order to raise bridge sections to the proper elevation(s):
 - Remove and dispose of existing 4x6 wood curb(s) and base(s)
 - Remove and dispose of all 2x8 wood decking board(s)
 - Remove and dispose of all 2x10 wood stringers, existing 3x10 wood stringers

- shall remain in place
 - Remove and replace any damaged 3x8 wale(s) as directed by the Town
 - Sister new 2x10 wood stringers at each 3x10 stringer
 - Install new treated wood stringers to replace existing
 - Install new treated wood bridge decking
 - Install new 4x6 curb(s) and curb base(s)
- ix. Access shall be restricted to existing cart path(s) and/or bridge(s) with the following weight requirements:
 - Cart Paths: 10,000 pounds (3/4 Ton Pickup Truck)
 - Cart Bridges: 3,500 pounds (Golf Course utility vehicle)
- x. Contractor shall perform demolition work to prevent injury and/or damage to the adjacent site, including, but not limited to, course turf and/or protected wetlands.
- xi. Existing structural components shall remain in place.
- xii. Each bridge shall be closed to the public during the demolition and renovation sequences; a maximum of one bridge may be closed at any given time, unless otherwise approved by the Town.
- xiii. Contractor shall report any damage(s) to adjacent structures to the Town promptly and repair damage(s) caused by demolition operations at the Contractor's expense, to the satisfaction of the Town.
- xiv. Existing structural components identified as remaining in place and damaged shall be reported to the Town, including, but not limited to 3x10 stringers, 3x8 wale(s), and/or piling(s).
- xv. Contractor shall provide portable generators and electrical extensions as necessary.
- xvi. Contractor shall perform daily site cleanup to remove debris generated from Work performed.
 - Debris disposal procedures along with certification submittals, if required, shall be furnished to the Town to verify Contractor has disposed of material in accordance with all local, state, and federal regulations.
 - Dumpsters may be placed at the staging area and/or as designated by the Town. Dumpsters shall not be placed outside the designated staging area. All demolished material(s) shall be promptly removed from each bridge location and transported to the designated staging area.
 - All demolished material(s) shall be removed from site within fourteen (14) calendar days of demolition.
 - On-site burning of demolished material(s) is expressly prohibited.
- xvii. Contractor shall adhere to coordination and sequencing efforts to ensure installation is proceeding as efficiently as possible within the guidelines of the project schedule. Contractor shall attend all progress meetings with the Town.
- xviii. Contractor shall provide all necessary means of transport for materials, including, but not limited to, removal of all materials to be disposed of and new wood materials from staging location to installation site.
- xix. Contractor acknowledges that site space and/or access may be limited during the Work, and shall familiarize with the site access requirements per the Town.
- xx. Ordering, delivery, storage, and/or payment of all wood materials shall be the sole responsibility of the Contractor and coordinated with the Town.
- xxi. Prior to wood treatment, Contractor shall have all lumber inspected and graded by an ALSC approved grading agency. The inspection certification shall include verification of product conformity by grade marking.
- xxii. Each piece of treated material shall bear the quality mark of an ALSC recognized agency which maintains continuous supervision, testing, and inspection over the quality of the

product. Quality marks shall include identification of the inspection agency, standard to which material was treated, identification of the treatment plant, and treatment retention. Each lumber shipment shall be accompanied with a certificate of treatment of AWP. The certificate shall include type of treatment used, method of application, final net retention by assay, and number of pieces involved.

- xxiii. Subsequent to delivery to the site, the Town reserves the right to inspect all materials in order to ensure compliance with the aforementioned specifications.
- xxiv. Acceptance and/or rejection of materials shall be made on the basis of adherence to the specified standards.
- xxv. Up to, but not including 1% of the delivered quantity in any single shipment shall be allowable as rejected. Any quantity of pieces 1% or higher shall be replaced by the Contractor at no cost to the Town within seven (7) days of written notification of rejection.
- xxvi. Inspections conducted at the mill and/or plant prior to delivery shall be at the Contractor's expense. Initial inspection(s) made subsequent to the delivery shall be at the Town's expense, not including reinspection of rejected material(s) by the Town.
- xxvii. Materials shall be in line with industry standards and comply with the provisions set forth by the American Lumber Standards Committee, Southern Pine Inspection Bureau, American Wood Protection Association, and/or American Society for Testing and Materials.
- xxviii. All lumber shall be Southern Pine, grade as specified:
 - Decking Lumber shall be #1 or better: 2" x 8", S4S, dressed to standard net dimensions with eased edges not to exceed 3/32" radius. Machine graded lumber will not be accepted. Loosened and/or heavy torn grain lumber and/or skips will not be accepted. Quantities and lengths are as indicated on the Form of BID.
 - Stringer Lumber shall be #1 or better or machine graded 1,800 Fb, 1.6E: 2" x 10" x 18'. All stringer lumber shall be dressed S4S to standard dimensions, with edges dressed so as to maintain uniform depth for each member size. Quantities and lengths as indicated on the Form of BID.
 - Curb Lumber shall be #2 or better or machine graded 1,200 Fb, 1.2E: 4" x 6" x 16' as indicated. All lumber shall be dressed S4S to standard dimensions, with edges dressed so as to maintain uniform depth for each member size. Quantities and lengths as indicated on the Form of BID.
 - Wale Lumber shall be #2 or better or machine graded 1,500 Fb, 1.4E: 3" x 8" x 8'. All wale lumber shall be dressed S4S to standard dimensions, with edges dressed so as to maintain uniform depth for each member size. Quantities and lengths as indicated on the Form of BID.
 - All treatment approval authority of AWP 1, Structural Lumber, and shall not be exposed to public. Lumber shall be pressure-treated to 0.80 lbs./cubic foot as determined by assay in accordance with AWP C2. CCA-C Oxide shall be in accordance with AWP Standard P5. Materials shall be kiln dried before treatment and then pressure treated in accordance with AWP and ICC, and shall be in accordance with minimum preservative retention application AWP – UC4A Ground Contact.
 - Lumber shall be delivered to Eagles Landing Golf Course, 8828 Bald Eagle Lane, Berlin, Maryland 21811, unloaded, and stacked. Lumber shall be delivered in strapped units containing only one thickness, one width, and one length for lumber, except that mixed lengths may be strapped together in the final two bundles. Timber shall be open stacked in piles of at least six (6) inches above

the ground surface so as to shed water and prevent warping. Protection shall be provided so as not to damage individual pieces during shipment or in transit. Any lumber damaged during shipment shall be replaced at the Contractor's expense.

- Hardware submittals shall be equal to or better than existing, and a sample of fastener and/or hardware may be submitted for approval by the Town.
- Connector Bolts shall be carriage head, hot dipped galvanized ASTM A153 with one nut and two USS washers per bolt. ASTM A 307, grade A, cut threads. Bolts (10" and/or longer) shall be carriage head, hot dipped galvanized ASTM A153 with one nut and two USS washers per bolt. ASTM A 307, grade A, cut threads at minimum 6" thread length.
- Deck Screws shall be used in all stringer to wale(s) and decking to stringer connections, unless otherwise approved by the Town.
- Deck Screws shall be #10-9 x 3-1/2" long, stainless steel, square drive heads with countersink nibbs, self-drilling type 17 point.
- Holes bored in timber structures shall conform to the following specifications:
 - a. Machine Bolts shall be the same as the diameter of the bolt
 - b. Rods shall be 1/16 inches larger than the diameter of the rod
 - c. Lag Screws shall be equal to the diameter of the screw at the base of the thread
 - d. Connector Bolts shall be 1/16 inches larger than the diameter of the bolt
 - e. Bolt Assemblies shall be hex bolt heads and/or nuts, which come in contact with the timber or foundation bracket, will be fitted with a washer of the size and type specified.
 - f. Countersinking shall be completed whenever smooth faces are required as designated by the Town.
 - g. Connector Holes shall be bored through members to be connected and bolt holes shall be kept perpendicular to the face of the timber
 - h. All timber shall be accurately cut and framed to provide even bearing over the entire contact surface
 - i. Stringers shall be placed in position so that knots near edges will be in the top portion of the stringer. Ends of outside stringers shall be overlapped and through bolted to piling as shown on the drawings. Each stringer shall be toenailed to each wale. Stringers shall not be spliced between wale(s).
 - j. Stringers shall be sistered to existing 3x10's and screwed with screws as specified at 32" O.C. staggered top and bottom.
 - k. Decking planks shall be attached to every stringer using not less than two fasteners at a minimum; planks shall be laid sap side up (cup side down) to prevent cupping.
- k. **IRRIGATION INSTALLATION** includes all equipment, labor, and/or materials necessary to furnish and install a fully automated irrigation system for the improved area(s) of the Golf Course as specified and shown on the drawings. Any alterations from the plans must be communicated and subsequently approved by the Town.
 - i. Contractor shall have installed a minimum of three (3) complete golf irrigation systems of similar scope in a 250-mile radius of Eagles Landing Golf Course within the last five (5) years.
 - ii. Contractor shall have comparable experience installing Rainbird and Toro 2-wire systems over the past five (5) years.

- iii. Prior to any trenching, construction, and/or installation of the irrigation system components, the Contractor and Town shall stake the area to ensure the best location is selected for pipe runs, sprinkler heads, valves, and/or satellites. Contractor shall be responsible for locating the sprinkler heads and/or other components to ensure proper installation and spacing as per the manufacturer's specifications. The Town shall approve all staking prior to Work. At the start of the main line installation, staking of sprinklers will commence as soon as weather conditions permit.
- iv. Contractor shall coordinate with the Town by providing a minimum of two (2) employees to work with the Town. Contractor shall be required to have required materials including, but not limited to three (3) 100' measuring tapes and appropriate marking flags.
- v. Contractor shall furnish wire flags to mark all sprinkler locations; wire flags shall be in new condition with a minimum size of 4"x6"x15". Contractor shall furnish a minimum of six (6) colors for the sprinklers, one for the quick coupling valves, one for the valve locations, and one for mainline routing.
- vi. Contractor shall supply vinyl staking "whiskers" for flagged sprinkler locations; once locations are flagged and GPS mapped, Contractor shall install whiskers using suitable landscaping and/or plastic stakes within the same work day. No more than 3" of the whisker shall be visible. Contractor shall remove steel flags so normal maintenance operation(s) can continue without interference. Contractor may elect to cup cut and paint sprinkler locations as an alternate option.
- vii. Contractor shall notify the Town no less than ten (10) working days in advance of when staking is required, and the Town shall determine date(s) when sprinkler staking shall commence.
- viii. Routing and staking shall be in general accordance with the drawings, and shall conform to the drawings wherever possible.
- ix. Contractor may adjust the routing to avoid obstacles provided that such an adjustment is not in conflict with evident intent of these drawings and specifications, but may not be adjusted and/or modified without the approval of the Town.
- x. Sprinkler head placement is diagrammatically indicated on the drawings and exact locations shall be determined onsite by the Contractor and Town.
- xi. Pipe lines shall be placed as close to the edge of the tee, sprinklers shall be placed on the flat part of the tee box approximately one foot (1') in from the edge(s) of the tee.
- xii. Valve locations are schematic and may be modified with approval from the Town. In all cases, the intent and function of the valving layout shall be adhered to, including, but not limited to, placement of valves in the rough(s) and adjacent to cart path(s) where applicable.
- xiii. Tracer wire shall be installed with any pipe that does not have decoder communication cable.
- xiv. Installation and routing of lines leaving the fuse device are as follows:
 - Line 1 shall be decoder wire going to the next area.
 - Line 2 shall be decode wire going to the near side of green, tee, and/or fairway if applicable
 - Line 3 shall be the next furthest line from Line 2 (i.e. adjacent side of tee/green and/or center fairway row)
- xv. Adjustments to the routing and layout as specified above shall in no way invalidate the Contract and/or affect the price and/or timing schedule of the project.
- xvi. Contractor shall within reason avoid excavation and/or plowing of pipe within existing tree canopies.
- xvii. Any adjustments, changes, additions, or deletions that have been approved by the Town

and affect the price of the original Contract shall be governed by the provisions as set forth in the Contract documents.

- xviii. Install plastic pipe in accordance with manufacturer's installation instructions and ASTM D2774, particularly as it applies to thermal expansion and contraction. Once temperature(s) reach a point below 33 degrees, Contractor shall cease the plowing of underground pipe, unless instructed by the Town.
- xix. Maximum length of pipe pulls shall be 300'.
- xx. Pipe shall be stored such that it is protected from oil and grease, and from prolonged exposure to sunlight and excessive heat.
- xxi. Interiors shall be maintained to be free of dirt and debris. Open ends of pipe shall be closed by capping, taping, or other acceptable method when pipe installation is not in progress, including overnight, to prevent the entrance of foreign matter.
- xxii. Pipe and fittings shall be handled in a manner to ensure delivery to the trench in sound, undamaged condition. If the coating of any pipe and/or fitting is damaged, and/or if materials are in poor condition, it shall be repaired or replaced at the Contractor's expense.
- xxiii. Thrust blocks shall be installed on the mainline pipe work in accordance with manufacturer's written instructions, and details on the drawings. Change of direction fittings not requiring a poured thrust block (2" and smaller), shall use a pre-formed concrete block.
- xxiv. Sections of polyethylene pipe shall be joined into continuous lengths on the jobsite above ground. The joining method shall be the butt fusion method and shall be performed in strict accordance with the pipe supplier's recommendations. The butt fusion equipment used in the joining procedures shall be capable of meeting all conditions recommended by the pipe supplier, including, but not limited to, temperature requirements of 450F, alignment, and an interfacial fusion pressure of 75 PSI. The fusion equipment used shall be manufactured by McElroy Manufacturing, or Approved Equal.
- xxv. Contractor's equipment for butt fusion of HDPE pipe must meet the following qualifications:
 - If the Contractor owns butt fusion equipment, the equipment must be serviced prior to use for this project. The machine shall be environmentally friendly and in satisfactory working order. The hydraulic system shall be leak free. The pressure gauge shall be checked for accuracy and the thermometer checked.
 - If a butt fusion machine is rented, it must be rented from a company that has a fusion machine service center or centers certified by the butt fusion machine manufacturer. The machine must arrive with certification that the pressure gauge and heater thermometer were accurate when shipped.
- xxvi. Before fusing pipe, both the pipe and the inserts of the machine must be cleaned with 96% isopropyl alcohol pads or wipes, or with acetone and a clean lint-free rag. Fusing of pipe shall be done out of winds or in a tented area when there is no rain, dust or pollen.
- xxvii. To fuse pipe, clamp pipe into machine and check for alignment. Pipe should be supported on both sides. Face edges of pipe to establish smooth, clean, parallel mating surfaces, and clear all shavings and pipe chips from the component ends. Heat to 450F (acceptable range is 435-465°F), verify heat-plate temperature with thermometer before inserting heat-plate. Heat until proper bead size is formed and remove plate. Bring ends of pipe together and apply correct fusion pressure until cool. See chart below for specific heating and cooling requirements by pipe size.
 - Pipe Size (IPS) Heating Time Approx. Melt Bead

- Size Cooling Time
- 2" 28-32 sec. 1/8" 90 sec. (1.5 min.)
- 3" 32-38 sec. 1/8" 180 sec. (3 min.)

- xxviii. Electrofusion may be used where the butt fusion method cannot be used. Electrofusion couplings and fittings shall be PE3408/3608 HDPE, cell classification of PE 345464C as determined by ASTM D3350-05. Electrofusion couplings or fittings shall have a manufacturing standard of ASTM F1055. Couplings and fittings shall have the same pressure rating as the pipe unless otherwise specified on the plans.
- xxix. Minimum depth of cover over pipe 3" and smaller shall be 18"; over pipe 4"-8" shall be 24"; and over pipe 10" and larger shall be 30" as measured from the top of the barrel of the pipe to the surface grade.
- xxx. All non-factory pipe end cuts to be cleaned of all burrs using a mechanically reamer or file prior to use in the piping system, including fittings. Where used with gasket end fittings, pipe shall be suitably beveled prior to insertion.
- xxxi. If trenching or plowing equipment leaves depressions in turf greater than what is able to be reasonably repaired as determined by the Town, Contractor shall stop installation until plywood sheets are available to drive installation equipment on. At any time during the irrigation system installation, if the Contractor is working on tees, green collars, and/or fairways, the Contractor is to use plywood sheets to drive equipment on, unless it is determined by all parties the soil conditions are receptive to equipment traffic.
- xxxii. Contractor, when possible, shall expose existing lateral piping while plowing new lateral piping. Any cut throughs to be capped and/or foam filled.
- xxxiii. Contractor to have vibratory roller on-site during duration of project or until suitable finish grades for main line trenches and pipe/wire pulls are accepted by the Town.
- xxxiv. Contractor shall install fittings and sprinkler heads in accordance with manufacturer's instructions, except as otherwise indicated.
- xxxv. Contractor shall set sprinkler heads perpendicular to finished grades, except as otherwise indicated, and level in position to prevent contact with grounds maintenance equipment.
- xxxvi. Contractor shall connect swing joints to pipe using mechanical Tap't Saddles. Contractor shall drill hole(s) in pipe using 1-1/2" hole saw and vacuum to remove drill shavings. Sealing gasket shall be clean and properly seated. Contractor shall place outlet half of saddle on pipe making sure that the four tabs are properly seated in pipe hole. Contractor shall attach back half of saddle and tighten bolts until the two flanges touch. Contractor shall tighten the bolts to 12-15 ft-lbs of torque. Contractor shall allow two (2) hours for pipe to shape to fitting, then retighten bolts, not exceeding 15 ft-lbs of torque and making sure the two flanges are touching.
- xxxvii. Contractor shall provide all quick coupling valves and rotary sprinklers with a three-elbow swing joint as detailed on drawings.
- xxxviii. The complete electrical installation shall conform to the National Electric Code, as adapted by the State in which the project is located.

- xxxix. Contractor shall install electrical control wire in the piping trenches wherever possible. Contractor shall place and bundle wire in trench adjacent to or underneath mainlines, but not above.
- xl. Contractor shall install wire with slack so as to provide for expansion and contraction. Expansion may be provided for at two-hundred-foot (200') intervals by making five to six turns of wire around a piece of one-half inch (1/2") pipe.
- xli. Where wire is installed in a separate trench, Contractor shall provide a minimum cover of 24". Contractor shall install electrical warning tape over all 120-volt wire that is not installed in the same trench with piping.
- xl.ii. Contractor shall not yank, stretch and/or excessively pull wire during installation. Contractor shall take strict precautions to ensure that wires are not cut, scraped, and/or nicked during installation.
- xl.iii. Contractor shall provide minimum 24" slack at all solenoid valves and at all wire splices to allow raising the solenoid or decoder to the surface without disconnecting the wires for repair.
- xl.ii. All field splices shall be installed in a valve access box and its location shall be noted on the as-built drawing. If any sprinkler or switch location is within 20' of the next sprinkler, there shall be no splices in between locations. Contractor shall loop an extra wire if required to feed next component.
- xl.v. The wire shall be fed through the chute off a wire cart or wagon that allows the free release of the wire off the spools.
- xl.vi. All wire shall be installed with suitable slack so as to provide for expansion and contraction without damage to it.
- xl.vii. Contractor shall perform all work necessary to maximize the possibility of meeting grounding standard, including consideration of grounding placement.
- xl.viii. Contractor shall take ohms readings on all grounding at the switches and verify that the ohms readings meet the manufacturer's recommendations.
- xl.ix. Contractor shall install thrust block or anchoring at all changes in pipe direction at gasket bell joints including elbows, tees, reducers, valves and/or fittings.
- l. The thrust blocks shall be constructed by pouring concrete in place. The concrete shall have a minimum compression strength of 3,000 PSI.
- Use of pre-cast concrete blocks is expressly prohibited.
 - Concrete shall be mixed and put back into trench; mixing in the trench is expressly prohibited.
- li. Unless otherwise noted, thrust blocks shall be of sufficient size to resist internal pipeline pressures of minimum 150 PSI.
- lii. Concrete thrust blocks shall be created with sufficient contact of the concrete on the body of the fitting. A form shall be used to protect the bell joints of the fitting from concrete envelopment. The pipe shall be free to flex and move within the gasket joint of the fittings.
- liii. Contractor shall be responsible for determining a safe soil bearing capacity to ensure an adequate thrust block surface area. All thrust blocks must bear against undisturbed soil.

- liv. Isolation valves shall have mechanical thrust restraints in lieu of concrete thrust blocks. Ductile iron joint restraints shall be as manufactured by HARCO or Approved Equal.
- lv. If the Town determines Contractor is not installing the thrust blocking in the proper manner, the Town shall reserve the right to direct Contractor to use pre-formed cardboard guides to pour the proper thrust blocks by size and fitting type.
- lvi. Valve boxes shall be installed plumb and flush with surrounding grade and aligned with adjacent boxes and/or adjoining site work.
- lvii. Contractor shall add extensions as required to prevent soil settlement around the valve. Contractor shall support box on bricks or concrete and properly notch or saddle box so it will not damage pipe or wire if it is pushed down.
- lviii. Contractor shall install valve boxes on a suitable base of gravel to provide a level foundation at proper grade and to provide drainage of the access box.
- lix. Contractor shall mark all valve boxes with approved weather proof tag, whatever the primary use of the valve box. Location of tag shall be placed under valve box lid (i.e. valve box to #3 Fairway would be “#3 FWY”), whereas valve box for a switch for #3 Green would be marked “#3 Green Switch”. Contractor shall provide same lid to the Town showing tag size, color, and font for approval before marking the boxes. Boxes shall not be marked until final grade of box is approved by the Town.
- lx. Electrical and manual valve installation shall be as indicated on the details on the drawings.
- lxi. Contractor shall do all necessary excavation required for the proper installation of work. Excavation shall be considered unclassified and include all materials encountered, except materials that cannot be excavated by normal mechanical means.
- lxii. Trenches for mainline pipe shall be excavated to a depth necessary to provide the specified covering over the pipe and wire, as measured from the top of the barrel of the pipe to the surface grade. Trench shall be of sufficient width to allow soil to be tamped solidly under the pipe to provide firm continuous support for the pipe, and to allow for proper installation of pipe.
- lxiii. The bottom of the pipe trench is to be graded to a line so that the pipe, as nearly as possible, will have bearing for its full length. The trench bottom shall be hand excavated below grade to allow for bells and couplings. All rock and organic material shall be removed from the trench bottom prior to placing of pipe. If rock is encountered in the excavation, the trench shall be excavated to a depth of two inches (2”) below grade and filled with well-compacted earth to grade. If unstable bedding material is encountered, it shall be removed and replaced with suitable material.
- lxiv. As soon as practicable, the excavated area around the pipe line shall be carefully backfilled, up to the specified grade, with the excavated material, solidly tamped in place, in layers of eight inches (8”) or less.
- lxv. Materials such as soft clay, topsoil, much peat, cinders, vegetable matter, refuse boulders and other objectionable and non-packing materials shall be excluded from any backfill and shall be removed from the site.
- lxvi. Stones larger than three inches (3”) in any dimension shall be excluded and removed from the site.
- lxvii. Removal of all materials shall be at the Contractor’s expense.

- lxviii. Contractor shall provide approved fine-grained earth fill or sand to a point 2" above the top of pipe, where soil conditions are rocky or otherwise objectionable.
- lix. Contractor shall fill to within 6" of final grade with approved excavated or borrowed fill materials free of lumps or rocks larger than 2" in any dimension.
- lxx. The top 6" of backfill shall be the previously excavated topsoil, free of rocks, subsoil or trash. Any special soil mixture shall be replaced to original condition prior to irrigation installation.
- lxxi. Backfill under cart paths and pavement shall be sand or other granular material, compacted in place so that no appreciable settlement will occur, and so that the area can be replaced and restored to the original condition shortly after Contractor has completed operations in the area.
- lxxii. Contractor shall excavate trenches and install piping and backfill during the same working day. Contractor shall not leave open trenches or partially filled trenches open overnight. Contractor shall use vibratory roller for all trenches and pipe pulls.
- lxxiii. During the entire prosecution of the work, Contractor shall be responsible for all open excavations, and as a means of protection, shall maintain protective devices at proper intervals along the excavation to protect the public from injury as may be required by the Town.
- lxxiv. Assuming suitable conditions prevail, all pipe three inches (3") and smaller and all wire may be installed by use of a vibratory plow.
- lxxv. Plow must be equipped with a suitable blade to given depth of bury as specified. Plow to be minimum 65 horsepower.
- lxxvi. Soil moisture content must be adequate and soil conditions reasonable to ensure proper depth and a minimum of scraping during installation.
- lxxvii. The Town reserves the right to determine the suitability of conditions for plowing.
- lxxviii. If plowing method is selected, three inch (3") and two inch (2") pipe shall have solvent weld joints.
- lxxix. Contractor shall be aware of all utility locations, type and depth and perform work accordingly to avoid damaging existing utility lines.
- lxxx. Contractor shall request from the owning utility and from the Town the staking of all known existing utility and drain lines, and Contractor shall assume the responsibility for repair if damaged by his operations.
- lxxxi. Water, sewer, gas mains, telephone cables, electric cables and/or similar utilities damaged or disturbed by Contractor's operations shall be repaired or replaced by the owning utility in a manner equal to the original condition and meeting the requirements of the owning utility at the Contractor's expense.
- lxxxii. Where water mains, sewers, gas mains, telephone cables, electric cables and/or structures are encountered, but not damaged by Contractor, they shall be supported and protected by Contractor at Contractor's expense against later damage or disturbance. Contractor shall consult with the owning utility to determine the means and/or methods required for supporting such utility.
- lxxxiii. If rock is encountered in the alignment and depth shown on the drawings and specifications, the alignment and/or depth shall be adjusted in order to avoid the excavation of the same if at all possible.

- lxxxiv. If alignment and depth adjustment cannot be made and it becomes necessary to remove the same, Contractor and the Town shall negotiate the additional cost incurred in the handling of same.
- lxxxv. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed, and prior to the installation of sprinkler heads, all control valves shall be opened and a full head of water used to flush out the system.
- lxxxvi. The sprinkler main shall be tested at 120 PSI for a period of 24 hours. If leaks occur, repair and repeat the test. Contractor shall give the Town forty-eight (48) hours' notice prior to testing.
- lxxxvii. Testing of the system shall be performed after completion of each section and again at the completion of the entire installation and any necessary repairs shall be made, at the Contractor's expense, to put the system in good working order before final payment by the Town.
- lxxxviii. Adjustment of the sprinkler heads and automatic equipment will be done by Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Town.
- lxxxix. Contractor shall service the system at the request of the Town during the guarantee period, and shall be paid for work performed which is not covered by the guarantee. After completion, testing and acceptance of the system, Contractor will instruct the Town's personnel in the operation and maintenance of the system.
- xc. Where trenching or excavation occurs on or around existing turf, the sod is to be cut, rolled, maintained and replaced.
- Cut sod a minimum of eighteen inches (18") wide and a minimum depth of three-quarters inch (3/4").
 - Ensure that all sod is replaced no more than forty-eight (48) hours after it is lifted.
 - Replace sod neatly and tightly, with strips being laid in the same place from which they were lifted.
 - Any void between the replaced sod and existing turf shall be filled with topsoil or topdressing mix and reseeded with a seed mix provided by the Town.
- xc. Where sod is to be lifted and re-laid, maintenance of the replaced sod, including watering, is to be the responsibility of the Town. Contractor shall be responsible for the first sod watering.
- xcii. Where cutting and lifting of the turf is not possible, or the Town concurs that turf quality does not warrant it, the disturbed areas will be brought to grade with clean topsoil and raked free of all debris including twigs, rocks and stones. Contractor shall ask for an inspection of the work. If restoration and clean-up is satisfactory, Contractor shall then seed the area using methods, seed mix and rate per the Town's direction. Maintenance of the area, including watering, shall be the Town's responsibility.
- xciii. It shall be the Contractor's responsibility to ensure and guarantee satisfactory operation of the entire system, including the workmanship and restoration of the area. The entire system shall be guaranteed to be complete and fully functional in every detail for a

period of two (2) years from the date of its final acceptance. Contractor hereby agrees to repair or replace any defective work or materials occurring or discovered within those three years, free of expense to the Town. Excluded from warranty obligations are those items that are created by acts beyond the control of Contractor including vandalism and lightning. Minor maintenance and adjustment shall be made by the Town.

- xciv. Contractor shall guarantee that all trenches, sprinkler heads, valve boxes, and other disturbed areas are free from heaving or settling more than one-quarter inch (1/4"). Should it become necessary to adjust the grade, Contractor shall re-grade the areas and resod. This no settlement clause shall extend over the entire period of guarantee of the project.
- xcv. Contractor warrants to the Town that materials and equipment furnished under this Contract will be of good quality and new, unless otherwise required or permitted by the Contract documents, and that the work will be free from defects, not inherent in the quality required or permitted, and the work will conform to the requirements of the Contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective. As required by the Town, Contractor shall furnish satisfactory evidences as to the kind and quality of materials and equipment.
- xcvi. Contractor shall keep the premises free from rubbish and debris at all times and shall arrange material storage so as not to interfere with the Town's operation. Contractor shall remove and legally dispose of all unused material, rubbish and debris, including unsuitable excavated material from the site.
- xcvii. Contractor shall dedicate no more than two (2) key employees dedicated to completion of all critical wire splicing required for project.
- xcviii. Contractor acknowledges that the site, drawings, and specifications have been summarily examined and the submission of a Proposal shall be considered evidence of such.
- xcix. Prior to ordering materials for the project, Contractor shall submit three (3) copies of the following catalogued cut sheets:
 - Pipe and fittings, including swing joints and joint restraints
 - Wire, wire splices, grounding, and surge protection
 - Control system components, including central control components
 - Sprinklers and quick coupling valves
 - Specialty valves including gate valves and air release
 - Valve boxes with notation of components to be housed in each
- c. Contractor shall document "As Built" conditions of all work installed during the period on a daily basis. Contractor shall record pipe and wire routing, sprinkler, decoder, valve placement, and valve scheduling. Documentation shall be made available to the Town including in electronic format, when applicable, as requested. Documentation shall include:
 - All sprinkler heads, type, and nozzle size
 - Wire routing (paths)
 - Pipe routing and sizing
 - Air release valves, quick coupling valves, manual valves, and automatic valves
 - Decoder numbers
- ci. Upon project completion, Contractor shall prepare a final "As Built" drawing and assist

in interpretation of field documentation in review of final as-built drawing for accuracy in interpretation.

- cii. The extent of the irrigation system is shown on the drawings and by provisions of this section, and shall be constructed using the sprinklers, valves, piping, fittings, decoders, wiring, or otherwise of sizes and/or types as displayed on the drawings, and as called for in these specifications. The system shall be constructed to grades and conform to areas and/or locations as shown on the Drawings.
- ciii. Sprinkler lines shown on the drawings are diagrammatic; spacing of the sprinkler heads or quick coupling valves is as displayed on the drawing, and shall be exceeded only with the permission and approval of the Town.
- civ. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the excavation and backfill, and all other work in accordance with drawings and specifications as required for a complete system including the furnishing, installing, and testing of all:
 - Mains, laterals, and fittings
 - Sprinkler heads and quick coupling valves
 - Decoders, electric wire, and enclosures
 - Gate valves, control valves, specialty valves, and enclosures
 - Central programmer/software, radio system (including 4-radios), and weather station
- cv. Exact existing utility locations and structures are not indicated on the drawings. The Contractor and Town shall determine their location(s), and the Contractor shall conduct work so as to prevent interruption of service and/or damage to them. Contractor shall protect existing structures and utility services, and shall be responsible for replacement at Contractor's expense if damaged.
- cvi. Unaffected areas of the existing irrigation system to remain operational during construction until such time as the new irrigation system is fully functional for those areas. Any damage(s) to the existing system shall be held to the same quality of installation as originally installed. Existing system shall be abandoned as work progresses, and Contractor and Town will determine when existing system shall be abandoned.
- cvii. Contractor shall be responsible for removal of the sprinklers and capping of the pipe under the sprinklers, removal of valve boxes and existing field satellites, with concrete pad. Salvaged parts are to be reused where deemed appropriate by the Town and remain the property of the Town. Contractor shall use reasonable efforts to avoid damaging paved cart paths and roadways, and the bridges located on Town property.
- cviii. Installation shall fully comply with all local, state, and federal laws and ordinances, and with all established codes applicable thereto.
- cix. In all cases where inspection of the sprinkler system work is required and/or where portions of the work are specified to be performed under the direction and/or inspection of the Town, Contractor shall notify the Town at least twenty-four (24) hours in advance of the time that such inspection and/or direction is required.
- cx. An area shall be allotted to the Contractor for outside material(s) storage. Contractor shall provide sufficient protection for material(s) and/or equipment from damage(s) by weather, vandalism, and/or theft. Contractor may utilize trailer and/or storage shed with approval from the Town regarding size and location. Tentative planned storage area will be the practice area and/or designated area(s) as approved by the Town. Contractor is responsible for security of material(s) stored on-site, and shall be responsible for any material(s) that are affected by, but not limited to, theft and/or damage.

- cx. Any necessary re-excavation and/or alterations to the system required due to the failure of the Contractor to conduct required inspections shall be performed at the Contractor's expense.
- cxii. Any areas disturbed by the Contractor's operations shall be repaired to their original condition except as noted below. The Town shall be the sole determining factor in acceptability of the cleanup. The Town reserves the right without prejudice to the Contract, to request restoration of areas already installed, which take precedence over new installation if conditions are detracting from the playability of the Golf Course.
- cxiii. Contractor shall be cognizant of all utility locations, type and depth, and perform work accordingly so as to avoid damaging existing utility lines. Contractor is to request from owning utility and/or the Town the staking of all known existing utility and drain lines, and shall assume responsibility for repair if damaged by operations at the Contractor's expense.
- cxiv. Water, sewer, gas, mains, telephone cables, electric cables, and/or similar utilities damaged and/or disturbed by the Contractor's operations shall be repaired and/or replaced in a manner equal to the original condition and meeting the requirements of the owning utility, at the Contractor's expense.
- cxv. Water, sewer, gas, telephone cables, electric cables, and/or similar utilities are encountered but not damaged by the Contractor, Contractor shall support and protect at the Contractor's expense against later damage and/or disturbance. Contractor shall consult with the owning utility to determine the means and/or methods required for supporting each utility.
- cxvi. Contractor desiring to relocate utilities or upon notification from the owning utility requiring relocation shall do so at the Contractor's expense.
- cxvii. Contractor shall be responsible for calling Utility Locating Company for staking of public utilities prior to initiating any excavation. Contractor shall be bound by all obligations and requirements of Miss Dig regarding exposing and crossing all utility lines.
- cxviii. During lateral piping installation, where the Town is able to locate the existing drain tiles and lines, the Contractor is responsible for any damage to them when installing the irrigation system. Where the Town is unable to locate the drain tile and lines, any damage to the drainage system shall be brought to the immediate attention of the Town, and the Town will assume responsibility for its repair.
- cxix. During mainline installation and/or trenching of pipe, Contractor shall be responsible for repair of all drain tile. The Town shall determine which type of drain tile repair Contractor shall use.
- cxx. Existing cart paths may be crossed by open cutting for 3" and larger piping; all other lateral piping shall be installed via directional bore.
- cxxi. Where open cut method is utilized, Contractor shall cleanly saw the concrete prior to excavation of the area. Cart paths are to be replaced to the specification and quality of the original installation as it pertains to bedding, depth of material, and quality of concrete.
- cxii. Where pipe and wire cross the existing road(s), pipe and wire sleeves are to be installed by directional bore. Roadways are to be replaced to the specification and quality of the original installation as it pertains to bedding, depth of material, and quality of existing surface.
- cxiii. Contractor shall notify Eagles Landing Golf Course seven (7) days prior to/before crossing so that County and City officials can be notified.
- cxiv. Depth under the road shall be a minimum of thirty-six (36") inches. All pipe shall be high density polyethylene piping, with flange and/or other Approved Equal transition fittings.
- cxv. Rock encountered in the alignment and/or depth shown on the drawings and

specifications shall be adjusted in order to avoid the excavation of the same when possible.

- cxxvi. Contractor shall make all field measurements necessary for work and assume responsibility for the accuracy of all dimensions, lines, levels, and/or grades.
- cxxvii. After completion of irrigation system work and testing of individual components as required, a sample water program shall be initiated to ensure system response is to demand as specified. Any component or operation of the system found defective shall be immediately repaired and/or replaced at the Contractor's expense.
- cxxviii. Further testing may be required by the Town if the system is deemed to not appear operating properly; all costs of such testing will be at the Contractor's expense.
- cxxix. Adjustment of the irrigation system equipment shall be completed by the Contractor upon installation completion to provide optimum performance. Minor adjustments during the guarantee period shall be made by the Town.
- cxix. Contractor shall service the system at the request of the Town during the guarantee period and shall be paid for work performed not covered by the guarantee. After completion, testing, and acceptance of the system, Contractor shall instruct the Town in the operation and maintenance of the system.
- cxix. Contractor shall bear responsibility to ensure and guarantee satisfactory operation of the entire system including, but not limited to, the workmanship and restoration of the area. The entire system shall be guaranteed to be complete and fully functional in every detail for a period of two (2) years from the date of final acceptance. Contractor shall agree to repair and/or replace any defective work and/or materials occurring and/or discovered within those three (3) years, free of expense to the Town. Excluded from warranty obligations are those items that are created by acts beyond the control of the Contractor including vandalism and lightning. Minor maintenance and adjustment shall be made by the Town.
- cxxii. Contractor shall guarantee that all trenches and/or other disturbed areas from free from heaving and/or settling more than one-quarter inch (1/4"). Should the determination be made by the Town that the grade needs adjustment, the Contractor shall re-grade the trench and reseed. The no settlement clause as highlighted shall extend over the entire period of guarantee of the project.
- cxxiii. Contractor warrants to the Town that materials and equipment furnished under Contract shall be of good quality and new, unless otherwise required and/or permitted by the Contract documents, and that work shall be free from defects, not inherent in the quality required and/or permitted, and the work shall conform to the requirements of the Contract documents. Work not conforming to these requirements, including substitutions not properly approved and/or authorized, will be considered defective. Contractor shall furnish satisfactory evidence(s) as to the kind and quality of materials and/or equipment to the Town.
- cxxiv. As a condition of final acceptance, Contractor shall submit parts sheets, operating, and/or maintenance instructions for the following components:
 - Sprinklers
 - Decoders
 - Central Controller
 - Manual Valves
 - Quick Coupling Valves
 - Specialty Valves
 - List of brands and types of pipes, fittings, wire, and splice connectors
- cxxv. Upon project completion, Contractor shall furnish to the Town the following parts below, to be utilized for repair and spare part(s) efforts. Contractor shall not make use

of extra stock part(s) through the installation of the project, and shall be furnished to the Town in new condition:

- All materials to be incorporated into this system shall be new unless otherwise noted and without flaws and/or defect, and of quality and performance as specified. All salvaged equipment deemed to be reusable is to be used before new components are installed. New components are only to be installed with the Town's approval.
 - Contractor shall use materials as specified; material(s) other than specified will be permitted only after written application by the Contractor and written approval by the Town is completed, with substitutions only allowable when in the best interest of the Town.
 - Materials of a single type and/or unit are to be by the same manufacturer (i.e. all ductile iron fittings, all decoder wire, all HDPE pipe).
 - All rejected materials due to damage(s), defect(s), or non-conformance shall be removed from the site at the time of said rejection.
- cxxxvi. Irrigation system components are to be delivered in manufacturer's original undamaged and unopened containers with labels intact and legible.
- cxxxvii. Plastic piping is to be delivered in bundles, packaged to provide adequate protection of pipe ends, both threaded and plain.
- cxxxviii. All HDPE pipe shall be in straight lengths, with the exception of 2" HDPE pipe which can be in coils if Contractor straightens and re-rounds pipe with a Line Tamer Machine. During loading, transportation, and unloading, every precaution shall be taken to prevent injury or damage to the pipe. No pipe shall be dropped from vehicle(s), or allowed to roll down slides without proper retaining rope(s). During transportation each pipe shall rest on suitable pads, strips, skids, and/or blocks securely wedged or tied in place. Any pipe identified as damage shall be replaced at the Contractor's expense. Pipe is to be delivered directly from the manufacturer and shall not be from local stock inventory.
- cxxxix. Materials shall be stored and handled to prevent all damage and/or deterioration.
- cxli. Contractor shall provide secure and locked storage for valves, sprinkler heads, and/or similar components that cannot be immediately replaced, so as to prevent installation delay(s).
- cxlii. Payment(s) for materials stored on-site do not relieve Contractor of responsibility for security of material(s) stored on-site, and Contractor remains responsible for the materials until 100% completion of the work and full demobilization has been achieved.
- cxlii. Contractor shall be responsible for removing existing sprinklers, control timers, and/or central control components, with existing sprinklers carefully unthreaded from swing joint(s), and all existing system voids filled with approved topsoil, brought back to grade.
- cxliii. PIPE – HDPE specifications are as follows below:
- ASTM D1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
 - ASTM D-2122 Method of Determining Dimensions of Thermal Plastic Pipe Materials
 - ASTM D-3350 Specification for Polyethylene Plastics Pipe and Fittings Manual
 - ASTM F714 Standard Specification for Polyethylene Plastic Pipe Based on Outside Diameter
 - Pipe is to be a PE 3408/3608/4710 dual resin or PE 4710 high density, extra-high molecular weight polyethylene. The resin material shall meet the specifications of ASTM D3350-05 with a cell classification of PE 345464C or 445474C. Pipe shall be manufactured to the dimensions and requirements of

ASTM F714. Pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material.

- Pipe shall be rated at 160 PSI working pressure at 73.4F, SDR 13.5.
- Pipe shall be listed with the PPI (Plastic Pipe Institute) as TR-4 with a 73F hydrostatic design stress rating of 800 PSI, and a 140F hydrostatic design stress rating of 400 PSI.
- Supplier of the HDPE pipe and fittings must comply with the following requirements:
 - a. Supplier shall be capable of supplying both the pipe and fittings, unless otherwise approved by the Town.
 - b. Supplier shall be capable of providing a trained representative on-site at the request of the Contractor and/or Town to address any issues encountered during installation.
 - c. Supplier must furnish a written a five (5) year limited warranty for HDPE pipe and fittings.
- Manufacturer shall provide certification that the pipe was manufactured from one specification resin in compliance with the aforementioned specifications, and certificate shall state the specific resin used, its source, and list its compliance to these specifications.

cxliv. FITTINGS – HDPE PIPE specifications are as follows below:

- Butt fusion fittings shall be DR-11, PE3408/3608 HDPE, cell classification of PE 3454964C as determined by ASTM D3350-05. Butt fusion fittings shall have a manufacturing standard of ASTM D3261. Molded and fabricated fittings shall have the same pressure rating as the pipe unless otherwise specified on the plans.
- Flanged and mechanical joint adapters shall be PE 3408/3608 HDPE, cell classification of 345464C as determined by ASTM d3350-05. Flanged and mechanical joint adapters shall have a manufacturing standard of ASTM D3261. Fittings shall have the same pressure rating as the pipe unless otherwise specified on the plans.
- Compression Fittings shall be polypropylene, manufactured for connection to HDPE pipe.
- Fused taps on HDPE pipe shall be made using Electrofusion branch saddles with 2" IPS HDPE outlet. The pressure rating shall be equal to and/or greater than the pipe.
- A 2" Lasco "Tapt saddle" with a 1 ½" acme outlet and/or Approved Equal shall be used for sprinkler and swing joint connections.

cxlv. SWING JOINTS specifications are as follows below:

- All sprinklers shall be installed on a prefabricated three-elbow swing joint made from gasket 'O' ring PVC elbows and a manufactured by Rainbird, Spears, or Lasco.
- All quick coupling valves are to be installed on a three-elbow Acme pipe swing joint with restraint and locking mechanism as manufactured by Lasco and/or Approved Equal.
- All swing joints to have the same iron pipe size as the sprinkler or quick coupling valve inlet size.
- The top thread of the swing joint for all valve-in-head sprinklers shall be Acme thread.
- The inlet into the service tee below the sprinklers shall be Acme thread.

- cxlvi. IRRIGATION EQUIPMENT specifications are as follows:
- The grounding and sprinklers shall be as shown on the drawings.
 - Sprinklers shall be a minimum 1-1/4" IPS closed case rotor. The internal rock screen shall be top-serviceable for the removal of debris.
 - Sprinkler 2-wire device shall be made available for service by Golf Course maintenance staff without disruption of soil and/or turf around sprinkler.
 - The quick coupling valve shall be 1" IPS, single piece valve with vinyl cover.
 - System will be using a effluent water supply. All lids, caps, sprinklers shall be labeled accordingly to meet the federal, state, and local requirements for effluent water use.
 - Include yardage markers from J. Davis marking systems and/or Approved Equal for all fairway, rough, and supplemental sprinklers from 250 yards to center of the green.
- cxlvii. CONTROL WIRE AND SPLICES specifications as follows below:
- All underground wire shall be UL approved for direct burial and shall be size as noted on the drawings.
 - a. Conductor shall be 600 volt single strand soft annealed copper.
 - b. Insulation shall be PVC and/or polyethylene.
 - Central control signal wire shall be from supplier approved by control system manufacturer and/or Approved Equal.
 - All underground splices to be made using wire nuts and 3M brand DBY/R-6 gel-filled encapsulated connectors and/or Approved Equal by the Town.
 - Where wires cannot be buried, such as ditches, streams, bridges, and/or over culverts with insufficient cover, wire shall be installed in PVC electrical conduit, schedule 40.
- cxlviii. SURGE PROTECTION specifications as follows below:
- Furnish all surge protection per decoder manufacturers latest publisher installation details. However, where the construction drawings exceed the manufacturer's recommendations, the construction drawings shall supersede.
 - Furnish and install an in-line suppresser and ground plate at decoder locations as shown on drawings.
 - Furnish and install an in-line suppressor and ground plate at all fuse device locations as shown on drawings.
 - Furnish and install surge protection on the communication lines at the central computer location.
 - Furnish and install a 600va UPS (uninterruptible power supply) unit to back up the central computer equipment for isolation and regulation plus 60 minutes of battery back up time in the event of a power interruption. UPS must be capable of accepting Ethernet ports, along with all critical central computer components.
- cxlix. GROUNDING specifications are as follows below:
- Grounding electrode shall be copper clad steel with a minimum diameter of five-eighths inch (5/8") and a minimum length of eight feet (8').
 - Copper ground plate shall be as distributed by manufacturer and/or Approved Equal, 4"x36"x0.060" with 25' of #10 insulated copper wire, central computer location-refer to detail sheet.
 - Ground wire shall be #6 or larger insulated copper wire, with minimum 12" bury to grounding rods.
 - All connections to the grounding rods or joining of the ground cable to be made using Cadweld connections. Use appropriate size and type of Cadweld

connection for wire size and type.

- cl. QUICK COUPLING VALVES specifications are as follows below:
 - All quick coupling valves shall be brass construction with a wall thickness guaranteed to withstand normal working pressure of 150 PSI without leakage.
 - Quick coupling valves shall be installed in a 6" diameter black valve box with black t-top snap-on lid only (all 6" valve boxes need to be approved by the Town before an order is to be placed).
 - cli. MANUAL VALVES specifications are as follows below:
 - Isolation valves shall be rated at 200 PSI water working pressure or better, and conforming to Federal Specifications for its class.
 - a. 3" and larger shall be D. I. AWWA C509 gate valves with M. J. ends and 2" non-rising square operating nut. They shall be pipe line size. Lateral valves to be Harco 3"X6" gasket X male swivel and/or Approved Equal.
 - b. 3" and larger shall be iron body, epoxy coated inside and out, high resilient wedge disc.
 - i. Valve to have 2" non-rising square operating nut. Valve handle turns to the left to open.
 - ii. Waterous series 500 or Nibco 619-RW* series or Approved Equal.
 - c. 2" and smaller shall be brass gate valve with resilient wedge seat, Nibco or Approved Equal.
 - Contractor shall furnish two (2) valve keys for each size of valve operating nut used on the system. Valve keys shall be made from steel pipe with welded connections and have a tee handle. Valve key length shall be suitable for convenient operator use.
 - clii. VALVE BOXES specifications are as follows below:
 - Valve access boxes for isolation valves shall be foam molded enclosures as manufactured by Carson or Approved Equal.
 - Drain valves and quick coupling valves to have a 9" diameter enclosure (approximate size) with black T-top snap-on lid. Center 6" sleeve over top of valve for access with valve key.
 - Manual isolation valves shall have a 10" diameter enclosure with black T-top lid. Center sleeve over top of valve for access with valve key.
 - In-line surge suppressor locations to have a 9" diameter enclosure (approximate size) with black T-top snap-on lid.
 - All valve boxes shall be installed on at least one cubic foot crushed aggregate conforming to MDOT 25A to provide foundation and drainage.
 - cliii. Contractor shall install pipe, wire, and valves in accordance with the manufacturer's recommended procedures, standard industry practices, and specifications. All workmanship shall be of the highest quality.
 - cliv. Final grades and installation conditions shall be examined by the Town, and irrigation system work shall not start until unsatisfactory conditions are corrected.
- I. **FINE GRADING** includes all labor, equipment, and/or materials needed to successfully ready the golf course for planting. Fine grading includes loosening and/or cleaning the soil, final grading the area to meet the design intent, and/or to prepare the soil for grassing.
- i. Before fine grading of an area is to begin, Contractor shall be certain that all irrigation and/or drainage systems in area are in working order. The Town shall give Contractor notice if the Town is aware of an improperly functioning irrigation component.
 - ii. Contractor shall not begin fine grading until all drainage, tee mixture, green mixture, and/or bunker sand is installed in area. Once fine grading has begun, traffic in area shall

- be kept to a minimum to minimize compaction.
 - iii. The Town reserves the right to adjust the re-plated topsoil to enhance and/or regain subtle features of the golf course. Contractor shall make all effort to retain any and/or all golf course features during the topsoiling and/or fine grading of the golf course. Whenever possible Contractor shall shape and topsoil the same area.
 - iv. All areas to be grassed (other than greens and/or tees) shall be thoroughly scarified and loosened by discing, tothing, harrowing, and/or other suitable means to a minimum depth of 3" prior to fine grading. Haul roads shall be properly ripped during the process and/or approved by the Town.
 - v. Areas to be grassed shall be free of weeds, rock, roots, twigs, garbage, and/or other debris that may hinder the planting and/or future playing and/or maintenance of the golf course. All rocks and/or debris 1" or larger in diameter shall be removed and/or disposed of in an area approved by the Town. The soil shall be raked and/or picked until the Town approves the area.
 - vi. Contractor shall grade and/or float all areas to be grassed once the soil has been disced and/or cleaned. This typically involves pulverizing, small equipment grading, and/or dragging the soil. All water-holding pockets and/or depressions shall be eliminated. Contractor shall repeatedly survey slower draining areas to ensure water-holding pockets are eliminated and/or the minimum surface percent slope requirements are achieved. Contractor shall take special care not to block and/or slow down water carrying swales during the fine grading process. Silt shall be removed from swales and/or surface drain inlets to reestablish approved grades.
 - vii. Areas to be planted shall be fine graded to tie into surrounding features, not inhibit surface drainage, eliminate unsightly variations in grade, and/or to remove any future turf maintenance issues.
 - viii. Contractor shall expect to perform a portion of the fine grading of the golf course utilizing hand labor. Round and/or flat shovels, pickaxes, landscape rakes, tampers, and/or wheelbarrows shall be used during this process. Greens, tees, bunkers, and/or other important mounds and/or features require hand labor. Hand labor shall be utilized in these areas to provide proper tie-ins, and/or to obtain natural looking features by grading areas with naturally appearing broken lines.
 - ix. Contractor shall prepare the soil properly before planting begins. If the seedbed becomes unfit due to a weather event, irrigation blowout, excess wind, and/or etc. before an area is seeded, Contractor shall reestablish the proper seedbed at no additional cost to the Town.
 - x. When fine grading where sod edges meet seeded edges and/or undisturbed perimeter areas, Contractor shall recess the installed sod edge areas 1 ½", to ensure a smooth transition between grasses and/or to not hinder surface drainage.
 - xi. Fine grading work spoiled by weather conditions prior to grassing must be properly repaired at no additional cost to the Town.
- m. **GRASSING** includes all labor, equipment, and/or materials to grass the golf course.
 - i. Contractor shall clean a grassed area completely before it is considered completed. This includes removing all undesirable debris, extra materials, and/or waste associated with the grassing process. Contractor shall also broom and/or wash cart paths and/or roads soiled during construction. An area must be grassed and/or cleaned with all equipment removed from area before it can be considered complete.
 - ii. Contractor shall immediately notify the Town after completion of planting in an area. Once area has been completed and/or accepted, the Town assumes all responsibility to maintain and/or provide necessary water and/or labor to successfully propagate areas to a healthy stand of turf.

- iii. The Town shall assume all responsibility for care of turf area(s) once Contractor has properly planted area(s) to the satisfaction of the Town. The Town shall ensure the finest possible stand of turf is achieved. Contractor shall not assume any responsibility for the growing and/or mowing of the grass.
- iv. After planting and/or acceptance of the grow-in for each area by the Town, Contractor shall not be held responsible for acts of God, and/or other acts out of control such as weather events, disease, insect attacks, vandalism, and/or etc. The Town is responsible for thin grassed areas, correcting wash outs, and/or other forms of erosion or damage.
- v. Following topsoil and/or soil preparation, but before grassing the Town shall install soil amendments as deemed appropriate to adjust pH and/or enhance germination and/or turf maturation. The Town and Contractor shall coordinate these efforts to not slow the grassing process and/or not spoil soil preparation work.
- vi. The green shall be prepared for grassing by floating the surface using a Sand-Pro machine, drag mat, and/or landscape rakes. Contractor shall take special care during this process. The goal of this operation is to properly reposition the green mix so that it mimics the gravel layer below and/or achieves the originally designed percent slopes. All water-holding pockets and/or ridges that may brown out and/or scalp shall be eliminated during this process.
- vii. Once the root zone sand is positioned as its designed grade, Contractor shall smooth all ridges and/or ditches with a drag mat. Contractor shall not drag foreign matter from the green onto the putting surface during this process.
- viii. Contractor shall create flowing tie-ins between the green mix and/or surrounding topsoil. The green should appear as a continuation of the surrounding terrain, free from undesirable joints and/or crevasses. This must be completely manually so as not to contaminate the green mix.
- ix. Before a green may be grassed, the rough grass surrounds must be sodded. If the green is to be seeded, Contractor shall recess the surrounding sod 1.5" along the perimeter of the green mixture. This process allows for a proper tie-in between the seedbed and/or the thickness of the sod, and/or also provides an adequate step to ensure positive surface water flow across an area. Where the seeded green mixture meets a seeded area, no recess is needed.
- x. Contractor may not grass a green surface until the green has been floated, dragged, perimeter tied-in with the surrounding grade, and/or approved by the Town.
- xi. Prior to grassing, the green shall be properly irrigated to obtain proper firmness so that the seeding operation does not disturb the seedbed.
- xii. If the green is to be seeded, Contractor shall seed the greens using 007 Creeping Bentgrass at a total rate of 1.5lbs. of seed to 1,000 square feet of area. The seed shall be mixed thoroughly with a carrier at the following rate: 1.5lbs. of seed with 5lbs. of Nature Safe 8-3-5 and/or equivalent. Seed shall be sown by a drop spreader operated in two perpendicular directions. Care shall be taken to not contaminate the surrounding rough grass with Bentgrass by walking and/or pushing the drop spreader through an area. Contractor shall use small tine leaf rakes to rake in the seed after planting. The green surfaces shall be dimpled with a knobby tired trap rake machine to ensure seed stabilization and/or proper seed/mix contact. Contractor is responsible for watering and/or grow-in for a seeded green.
- xiii. If the green is to be sodded, all foot traffic across the green surface will occur on lightweight mats and/or boards. Turf is to be installed tightly with no cracks and/or seams evident and/or turf is to be watered by Contractor immediately. Contractor is responsible for vibratory plate tamping of the green surface over top lightweight boards. Contractor is responsible for topdressing the seams of the sod and/or all later

watering.

- xiv. Contractor shall laser grade the tee surface after the tee drainage, surrounding topsoil, and/or tee mix has been installed. An automatic laser controlled tractor grader shall be used to pitch the tee surface 1-1.33% in the exact direction the tee was pitched during the shaping process. The entire tee surface shall pitch as one plane.
- xv. The 18" wide topsoil platform surrounding the tee is to be retained and/or graded to appear as an extension of tee surface.
- xvi. After laser grading the tee will be pulverized then floated with a Sand-Pro and/or drag mat to remove all irregularities from the surface. Following dragging, the tee will be lightly raked to provide a smooth loose finish for seeding.
- xvii. The prepared tee and surrounds shall not be planted until the Town approves the complex.
- xviii. Prior to grassing, the tee shall be properly irrigated to obtain proper firmness so that the grassing operation does not disturb the seedbed.
- xix. The tee surrounds are to be sodded first, and/or Contractor shall then sod all teeing surfaces with no gaps and/or seams. Contractor is responsible for only the initial thorough watering of all sod installed.
- xx. The fairway and/or roughs shall be grassed only when the fine grading is complete, and/or the Town has approved an area to be grassed and/or has marked out the grassing limits of each turf type.
- xxi. Contractor shall repair any areas damaged during the grassing process at no additional cost to the Town.
- xxii. Before sod is installed, Contractor shall ensure that the area has been fertilized, and/or the perimeter sod has been edged. If the soil is at all dry, Contractor shall moisten the soil before the sod is to be laid to prevent the sod from drying out.
- xxiii. The Town shall approve the sod farm from which the sod will be harvested. The selected sod shall consist of live, healthy plants, with a vigorous root system. The sod shall be free from obnoxious weeds, other grasses, and/or other foreign material that may cause a future problem with plant hardiness. Sod shall be cut with a minimum of 1" of a healthy root/soil mixture apparent. Contractor shall lay a sod within a maximum of 24 hours of the sod being cut.
- xxiv. The Town reserves the right to reject a sod delivery prior to installation if the sod does not meet the above criteria.
- xxv. Contractor shall lay all sod so that it is free of all spaces, gaps, voids, and/or depressions. Sod shall be laid strategically to limit the amount of foot traffic on the installed turf. Contractor shall repair all damage created by the sod moving equipment before sod is laid in those areas. Contractor shall lay the sod perpendicular to the slope and/or shall alternate seams, so as to minimize the impact from surface water erosion. Curvilinear sod perimeters shall be trimmed neatly to ensure a smooth, clean form.
- xxvi. Contractor shall use pins to stabilize rough sod on slopes steeper than 4:1, and/or where sod may be otherwise susceptible to washouts. Two pins shall be used per piece of sod installed. Pins shall be pushed into the ground enough to not interfere with future mowing operations.
- xxvii. When laying Bentgrass green sod, Contractor shall use ¼" wide plywood and/or other approved materials to work from. At no time shall the feet of sod installers come into direct contact with the prepared sub-grade and/or previously laid Bentgrass sod.
- xxviii. Contractor is responsible for the first watering of all installed sod. The sod shall be thoroughly soaked to prevent shock to the plant. All other watering of any sod and/or seed is the responsibility of the Town.

3. Section #3 – Material Specifications:

- a. **BUNKERS:**
 - i. Trench/Better Billy Liners: Washed #8's USGA (United States Golf Association) Bridging Stone
 - ii. Liner: Better Billy Bunker Polymer (applied as specified by supplier and/or manufacturer)
 - iii. Bunker Sand: to match current Golf Course use and/or Approved Equal
 - b. **GREENS:**
 - i. Trench Gravel: Washed #8's USGA Bridging Stone
 - ii. Greensmix: 90:10 Mix (required to meet and/or exceed USGA specifications)
 - c. **IRRIGATION:**
 - i. Pipe: HDPE and PVC hybrid system
 - ii. Wire: 2-wire decoder system
 - iii. Heads: Toro Infinity; Vendor shall reuse salvaged heads currently installed where applicable and install new heads where unapplicable
 - iv. Quick Couplers: New quick couplers required
 - v. Drainage Pipe shall be N-12 perforated and solid pipe
 - vi. Drain Inlet Grates shall be East Jordan slotted iron grates
 - vii. Trace Wire shall be 14-gauge wire
 - viii. Sod Staples shall be "U" metal pins, 6" length
 - d. **CART PATHS:**
 - i. Concrete Paths and Curbing: 3,500 PSI with fiber
 - e. **BRIDGES:**
 - i. Modifications and wood specifications provided in Section #2 – Scope of Work, Item J
 - f. **GRASSING:**
 - i. Rough Surround Sod: Maryland Certified Turf Type Tall Fescue Sod
 - ii. Fairway, Tee, and Approach Sod: Maryland Certified Overseeded Ironcutter Bermudagrass Sod
 - iii. Green Sod: washed (if available), Green's Height 007XL/Luminary Bentgrass Sod
4. Section #4 – Attachments:
- a. [State of Maryland – Critical Area Commission – Chesapeake and Atlantic Coastal Bays - Approval](#)
 - b. [State of Maryland – Department of the Environment – Stormwater Approval](#)
 - c. [Worcester County – Department of Environmental Programs – Stormwater Management and Sediment Control Approval](#)
 - d. [Eagle's Landing Golf Course Flood Remediation – Stormwater Management Plan Approval](#)
 - e. [Eagle's Landing Golf Course Flood Remediation – Travel Route Diagram](#)
 - f. [Eagle's Landing Golf Course Flood Remediation – Existing Irrigation As Built Rendering \(JPG\)](#)
 - g. [Eagle's Landing Golf Course Flood Remediation – Existing Irrigation As Built Rendering \(CAD\)](#)
 - h. [Eagle's Landing Golf Course Flood Remediation – Scope Rendering \(JPG\)](#)
 - i. [Eagle's Landing Golf Course Flood Remediation – Scope Rendering \(CAD\)](#)
 - j. [Eagle's Landing Golf Course Flood Remediation – Bridging Rendering](#)
5. Section #5 – Schedule and Sequence of Work:
- a. Project Schedule: Notice to Proceed anticipated to be issued by **OCTOBER 30TH, 2025**. Work under contract to begin by **NOVEMBER 1ST, 2026** and conclude by **APRIL 15TH, 2026**.
 - b. Construction Sequence: The successful vendor will assume full responsibility for the means, methods, and execution of the Contract and will coordinate fully with Eagles Landing Golf Course and Town of Ocean City Engineering.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.B
Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Mayor and City Council Minutes
DATE: August 11, 2025

ISSUE(S): Request to Approve Minutes

SUMMARY: 1. Regular Meeting #15 dated September 2, 2025

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Approve minutes.



Excellent Service through a High performing Town Organization

ALTERNATIVES: Advise of necessary modifications.

RESPONSIBLE STAFF: City Clerk Diana L. Chavis, MMC

COORDINATED WITH: Deputy City Clerk Jessica D. Cropper, CMC

ATTACHMENT(S): None



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.C

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Diana Chavis, City Clerk, MMC
RE: Standing Committee Report
DATE: September 3, 2025

ISSUE(S): Acknowledgement of Standing Committee Report

SUMMARY: 1. Motor Event Task Force - September 3

FISCAL IMPACT: Not Applicable

RECOMMENDATION: Not Applicable



Excellent Service through a High Performing Town Organization

ALTERNATIVES: Not Applicable

RESPONSIBLE STAFF: Not Applicable

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. 2025-09-03 Motor Event Task Force Meeting Minutes.pdf



Town of Ocean City
Motor Event Task Force Meeting
Wednesday, September 3, 2025
City Hall Council Chambers, 10:00 a.m.

I. Call to Order/Roll Call

Mayor Meehan called the meeting to order at 11:04 a.m. in the City Hall Council Chambers Room, 301 N. Baltimore Avenue, Ocean City, Maryland 21842.

Persons present: Mayor Richard Meehan, Council President Matt James, Councilmember Tony DeLuca, Councilmember Larry Yates, City Manager Terry McGean, Deputy City Manager JR Harmon, Police Chief Ray Austin, Police Captain Dennis Eade, Lt. Charles Kelley, Lt. Allen Hawk, City Attorney Heather Stansbury, Deputy Communications Manager Ashley Miller, Government Relations Manager Lauren Davis, Worcester County State's Attorney Kris Heiser, Maryland State Police Lt. Earl Starner, Worcester County Sheriff's Office Katie Edgar, Worcester County Sheriff's Office Allison Herman, OCDC Executive Director Zach Bankert, OC Chamber Executive Director Amy Thompson, HMRA Executive Director Susan Jones, Special Event Productions Bob Rothermel, Special Event Productions Meredith Herbert, Special Event Productions Jacklyn Lehr, Special Event Productions David Bafford, OC Rock and Ride Promotor Matt Odachowski, OC Rock and Ride Nicole Charvet, and Francis Pilkerton,

II. Comments from the Mayor

1. Thanked everyone for attending.

III. OC Rock and Ride Discussion

- Mayor Rick Meehan introduced OC Rock and Ride to replace Bikefest. Promoters have been good partners with the Town and community partners.
- Promoters Matt and Nicole stated that working with OCPD and community partners has been rewarding. Changes have been made to the event. Working with local charities. Promoting Special Event Zone on social media and sharing events and safety messages with registered attendees. No events planned for outside of Ocean City this year. Boardwalk parade will take place on Saturday, September 13.
- Chief Austin stated Special Event Zone will be in effect Tuesday, September 10, 2025 – Sunday, September 14, 2025. Recommendation was made by the METF in 2024 to add a Special Event Zone following a bad accident involving alcohol and reckless driving. Special Event Zone will only be enacted within Town of Ocean City corporate limits, will not be enacted throughout the county. Increased law enforcement with a heavy focus of Maryland State Police and Sheriff's Office patrolling Rt. 50 and

Rt. 90 coming into town. Communication regarding Special Event Zone has been posted to social media and shared with media partners. Increased enforcement in reference to vendors throughout Ocean City. Will have emergency operations center activated at 65th Street.

- Special Event Productions Bob Rothermel stated that OC Rock and Ride is very professional and have worked very well together.
- Maryland State Police and Worcester County Sheriff's Office stated there is a plan in place and ready on enforcement side.
- State's Attorney Kris Heiser stated she was appreciative of collaboration between promoters.
- Mayor Meehan thanked promoters for reinventing the event to make positive changes to Ocean City.

IV. Special Event Productions, Inc. Events

1. Spring Cruisin Update

- Chief Austin stated there was a challenge with large crowds uptown. Met with stakeholders and business owners to address problems.

2. Endless Summer Cruisin

- Chief Austin stated Special Event Zone will be in effect Tuesday, October 7, 2025 – Sunday, October 12, 2025. Special Event Zone will only be enacted within Town of Ocean City corporate limits, will not be enacted throughout the county. 389 properties are signed up through the TEAP Program.
- Meredith and Jacklyn stated that the hours of events are 9am-5pm with events occurring at the convention center. Boardwalk parade will take place Thursday, Friday, and Saturday morning. 2,500 cars registered to date.
- Mayor Meehan thanked promoters for continued support over the years.

V. Closing Comments from Mayor

1. Thanked everyone for attending. Stated goal was to make sure events are successful and everyone remains safe.

VI. Meeting adjourned at 10:36 a.m.



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.D

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Tom Perlozzo, Tourism and Business Development Director
RE: Entrance Sign at North Division Street
DATE: September 3, 2025

ISSUE(S): New entrance sign design at the head of North Division Street.

SUMMARY: The Tourism and Business Development Department is requesting the approval of a new entrance sign design at the head of North Division Street to continue with our brand evolution, welcoming residents and guests when entering onto Baltimore Ave.

FISCAL IMPACT: Upon approval, Tourism will solicit bids for the construction and installation of the sign. Funds will be used from concert "deferred revenues". Procurement to assist with the solicitation of bids.

RECOMMENDATION: Staff recommends the approval and installation of the Welcome Sign at the head of North Division Street.



1st Class Resort and Tourist Destination

ALTERNATIVES: Defer to Mayor and Council

RESPONSIBLE STAFF: Thomas M Perlozzo, Director of Tourism and Business Development

COORDINATED WITH: Matt Perry, Procurement Manager

ATTACHMENT(S): 1. NDivision_Welcome_2025_Sign_Idea_10.pdf





TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.E

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Chuck Bireley, Finance Director
RE: FY26 Bond Issuance
DATE:

ISSUE(S): Request approval to proceed with projects listed in this FY26 bond sale. First reading of bond ordinance will be at the Monday, September 15, 2025, Regular Meeting.

SUMMARY: The proposed projects to be included in the upcoming General Bonds for FY26 are as follows:

1. Wastewater-Influent Headworks Improvements - \$41,976.000
2. Golf Course-Tidal Flooding Remediation - \$2,300,000
3. Water-Radio Read Meter - \$2,300,000
4. Water-14th Street Generator - \$630,000
5. Fleet/Garage Renovations - \$1,500,000
6. Boardwalk Sign - \$765,000

Total Project Costs - \$49,471.000

Bond Issuance Cost and Rounding Amounts - \$1,529,000

FISCAL IMPACT: \$51,000,000 Bond Issuance

RECOMMENDATION: Approve proposed projects and proceed with ordinance first reading September 15, 2025, to authorize the sale of General Obligation Municipal Purpose Bonds of 2025.



Financially Sound Town Government

ALTERNATIVES: Do not approve some or all of the bond projects.

RESPONSIBLE STAFF: Charles Bireley, Finance Director

COORDINATED WITH: First Tryon Advisors; McGuire Woods; City Manager Terry McGean; Public Works Director Hal Adkins; Deputy City Manager Elton Harman, Director of Recreation and Parks Kate Gaddis, Planning and Community Development Director George Bendler

ATTACHMENT(S):

1. FY 2026 Bond issue.pdf

FY 2026 Bond issue: Bonds to be sold December 4, 2025

Projects included in FY 2026 Bond issue:	<u>Cost estimates</u>	
Wastewater-Influent Headworks Improvements	\$41,976,000	-debt service paid by user fees
Golf Course-Tidal Flooding Remediation	\$2,300,000	-debt service paid by user fees
Water-Radio Read Meters	\$2,300,000	-debt service paid by user fees
Water-14th Street Generator	\$630,000	-debt service paid by user fees
General Fund:		
Fleet/Garage Renovations	\$1,500,000	
Boardwalk Sign	\$765,000	
Total project costs	<u>\$49,471,000</u>	
	\$1,529,000	Bond issuance costs and rounding amounts
Total new debt	<u><u>\$51,000,000</u></u>	



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.F

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
FROM: Terence J. McGean, PE, City Manager
RE: Discussion of Baltimore Ave project next steps and right of way.
DATE: September 4, 2025

ISSUE(S): Moving forward with the Baltimore Ave Improvement project.

SUMMARY: Ocean City received \$20 million in federal funding for the Baltimore Ave Improvement project. The funds are administered by the State Highway Administration. The Public Works Director has been working with State Highway to finalize an MOU to move forward with the project. One of the necessary next steps is finalizing the status of the remaining right of way left after the improvements to the corridor are completed.

FISCAL IMPACT: Total project cost estimated at \$40 million. \$20 million Federal Grant, \$20 million City Bond.

RECOMMENDATION: Declare that the property remaining after improvements within the Baltimore Ave Right of Way is no longer needed for public use and schedule a public hearing.



Revitalized Ocean City: Development and Redevelopment

ALTERNATIVES: Do not find that the remaining property has no public use.

RESPONSIBLE STAFF: Public Works Director Hal Adkins
City Manager Terence McGean
City Solicitor Heather Stansbury

COORDINATED WITH: State Highway Administration

ATTACHMENT(S): 1. Baltimore Ave present 9.9.25.pdf



Baltimore Ave

Project Update and Next Steps



Baltimore Ave Scope of Work

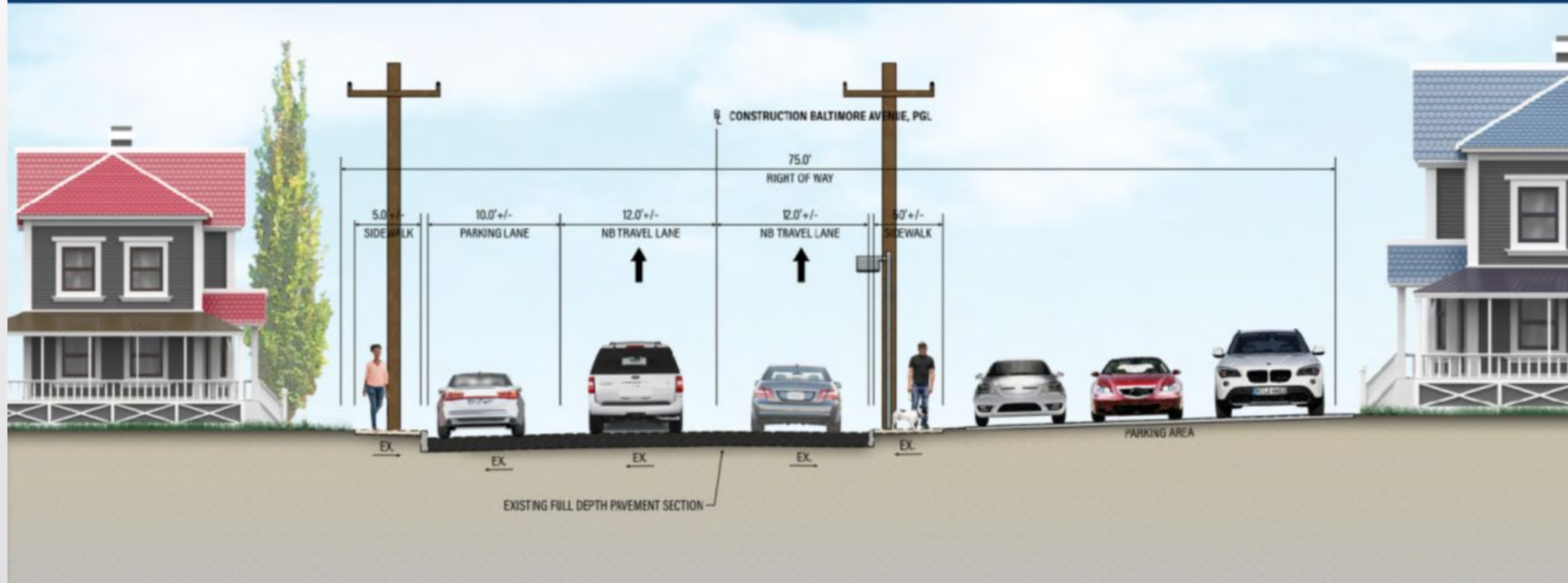
- Project Area
 - Baltimore Ave: North Division to 15th Street
 - Side streets from Baltimore Ave to the Boardwalk*: 1st, 2nd, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th
 - Underground all utilities – complete project area
 - Repave Streets – complete project Area
 - Relocate signal from 7th to 5th street
 - Replace storm drain pipe and relocate inlets
 - Add fire hydrants along East side of Baltimore Ave
 - Replace street lights
- * 3rd, 4th, 5th, 14th & 15th already underground and improved



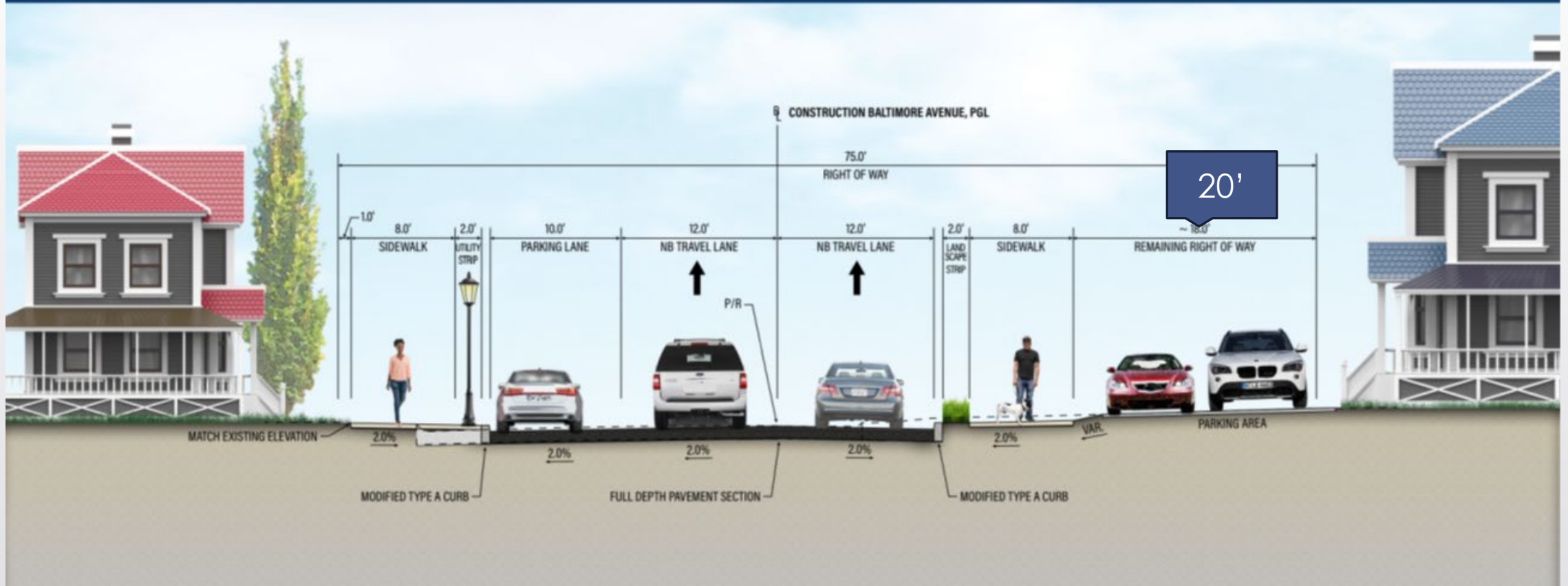
Baltimore Ave Scope of Work (continued)

- Widen sidewalks:
 - Baltimore Ave: from 5' to 10' both sides
 - 1st St: 5' to 6' both sides
 - 2nd St: 5' to 8' both sides
 - 13th St: 5' to 8' North side (in cooperation with new development)
 - 14th St: 5' to 8' South side (in cooperation with new development)
- Street grades adjusted to Boardwalk level
 - 1st, 2nd, 6th, 8th, 10th, 12th, 13th

BALTIMORE AVENUE - EXISTING CONDITIONS (12TH STREET - 13TH STREET)



BALTIMORE AVENUE - ALTERNATIVE 2 (12TH STREET - 13TH STREET)





Baltimore Ave Right of Way Impacts

- Current:
 - Total ROW width: 75'
 - Pavement width: 34'
 - Sidewalks : $2 \times 5' = 10'$
 - Unimproved ROW: 31'
- Proposed
 - Total ROW width: 55'
 - Pavement width: 34'
 - Sidewalks: $2 \times 10' = 20'$
 - Unimproved ROW: 1'
 - Existing ROW width abandoned to adjacent property owners: 20'
 - Utility easements will be required at most corners



Processes required prior to construction start

- Design
 - Completion to SHA Standards
 - NEPA Process
- Right of Way
 - Abandonment
 - Certification
- Funding
 - Grant agreement
 - Bonding
 - Bidding and Contract Award



Design Process

- Notice to Proceed: July 2021
- Conceptual design, public workshop & alternative selection: July-Oct 2021
- 0%-90% Design: Oct 2021– Dec 2022
- Stop work Funding decisions/Federal Grant: Sept 2022 – Current
- Design update to SHA Standards and SHA Approval: Sept 2025 – July 2026
- NEPA Process: Nov 2025- July 2026



Right of Way Abandon Process

- **Council declare no public need: Sept 9, 2025**
- Advertise and hold Public Hearing: Sept – Oct 2025
- Draft and approve abandonment ordinance – Oct 2025 – Nov 2025
- Prepare revised plat for each property showing new ROW lines and easements and mail plat and release letter to owners: Oct 2025
- Meet with property owners, adjust easements: Oct 2025 – March 2026
- Record revised plats for each property: March 2026 – May 2026
- ROW Certification for Grant: June 2026 (Deadline is 9.30.27)



Funding Process

- Grant MOU with State Highway: April 2024 – Current
- Final cost estimates and value engineering: March 2026
- Funding resolution from Council: April 2026
- Bidding: Aug 2026 – Oct 2026
- Bond ordinance and sale – phase 1 & 2: Oct 2026 – Dec 2026
- SHA Contract approval process: Oct 2026 – Dec 2026



Construction Schedule

- Contract award and material order: Jan 2027 – July 2027
- Phase 1: Oct 18, 2027 to March 31, 2027
 - 15th to 10th : Underground conduits, stormdrain work and hydrant additions
- Phase 2: Oct 16, 2028 to March 31, 2029
 - 15th to 11th : Cable pulls, above ground utility demo, streetscaping, paving.
 - 10th to 5th : Underground conduits, stormdrain work and hydrant additions
- Phase 3: Oct 15, 2029 to March 31, 2030
 - 11th to 5th : Cable pulls, above ground utility demo, streetscaping, paving
 - 5th to N. Division: Underground conduits, stormdrain work and hydrant additions
- Phase 4: Oct 15, 2030 to March 31, 2031
 - 5th to N. Division: Cable pulls, above ground utility demo, streetscaping, paving



90% Design Cost Estimate

Item	Cost	Comment
Design	\$1.5 Million	
City Work	\$25 Million	Demo, conduits, grading, sidewalks, paving
DPL Current estimate	\$7.9 Million	Assumed work in 2 years
Verizon Current est	\$0.8 Million	Assumed work in 2 years
Cost escalation	\$4.8 Million	Inflation over the 4 year project life
Total Project Cost	\$40 Million	Includes 15 % contingency all items



Funding Sources (total cost \$40 million)

- Federal Infrastructure Grants: \$20 Million
- Bond Proceeds: \$20 Million
 - \$1.5 for design previously funded in 2021 Bond
 - Water and Wastewater enterprise funds: \$2 Million
 - General Fund: \$16.5 Million



Next Steps

- **Declare that remaining property is no longer needed for the public use– Today**
- Hold public hearings to abandon ROW: Council and Planning Commission
- Sign Grant MOU
- Mail new plats and release letters
- Complete design and NEPA Process



TOWN OF OCEAN CITY

The White Marlin Capital of the World

Agenda Item # 5.G

Council Meeting September 9, 2025

TO: The Honorable Mayor, Council President and Members of Council
THRU: Terence J. McGean, PE, City Manager
FROM: Heather Stansbury, City Solicitor
RE: Municipal Infraction Fines and Penalties
DATE: September 4, 2025

ISSUE(S): Discussion of Municipal Infraction Fines and Penalties

SUMMARY: Effective October 1, 2025, and as a result of Senate Bill 820, §6-101 and §6-102 of the Local Government Article of the Maryland Annotated Code allows municipalities to increase the maximum monetary penalty for civil infractions, and maximum monetary penalty for misdemeanors to \$5,000 (previously both were \$1,000).

Additionally, §6-101 of the Local Government Article of the Maryland Annotated Code was amended previously by the Legislature to allow municipalities to establish a maximum length of imprisonment for misdemeanors to 6 months.

Section 1-8 is the section of the Town Code that generally covers penalties. Additionally, there are specific sections in the Town Code which also set forth a penalty beyond what is listed in Section 1-8.

Discussion needs to occur as to which of the following code sections should be updated to be consistent with the permitted State law penalty maximums. Also, not all of these sections are cross-referenced in Section 1-8 so that will need to be corrected.

FISCAL IMPACT: To be determined.

RECOMMENDATION: Increase maximum municipal fine amount from \$1,000 to \$5,000 as permitted by state law for all existing Chapter 1-8 offenses and defer to the Mayor and City Council and/or specific department heads for their recommendations as to penalties for other offenses.



1st Class Resort and Tourist Destination

ALTERNATIVES: Not increase existing penalties for some or all offenses.

RESPONSIBLE STAFF: City Solicitor Heather Stansbury
City Manager Terry McGean

COORDINATED WITH: Not Applicable

ATTACHMENT(S): 1. Code Sections 1-8 Project Final (3).docx
2. Ch_570_sb0820T.pdf

To: Mayor and City Council
From: City Solicitor and City Manager
Date: September 3, 2025

Effective October 1, 2025, and as a result of Senate Bill 820, §6-101 and §6-102 of the Local Government Article of the Maryland Annotated Code allows municipalities to increase the maximum monetary penalty for civil infractions, and maximum monetary penalty for misdemeanors to \$5,000 (previously both were \$1,000).

Additionally, §6-101 of the Local Government Article of the Maryland Annotated Code was amended previously by the Legislature to allow municipalities to establish a maximum length of imprisonment for misdemeanors to 6 months.

Section 1-8 is the section of the Town Code that generally covers penalties and will be amended to reflect these changes in State law.

The following are sections in the Town Code which also set forth a penalty beyond what is listed in Section 1-8. Discussion needs to occur as to which of the following code sections should be updated to be consistent with the permitted State law penalty maximums. Also, not all of these sections are cross-referenced in Section 1-8 so that will need to be corrected.

Please review the sections listed and determine whether you wish for the penalty to be a maximum of \$5,000 and/or \$5,000 and 6 months, or whether you wish for a specific infraction/offense to be less. Presently in the "Recc." column are the recommendations of the City Manager and City Attorney along with recommendations to defer to certain Town Staff/Departments. After your initial review the intent would be to circulate this chart (with any of your amendments) to the appropriate Town Staff for their input and further recommendation.

Section	Chapter & Title	Article	Current Penalty Fine Amount	Is The Section Covered In Section 1-8 Already?	RECC.
1-7. Altering or tampering with Code	Chapter 1 – General Provisions		\$5.00 nor more than \$100.00, or by imprisonment for a period not to exceed 20 days, or by both such fine and imprisonment	No	Change to be consistent with State Law
10-31. Violations and Penalties	Chapter 10 – Buildings and Building Regulations	Art. II – Building and Related Codes, Division 1-Generally	Infraction - not less than \$150.00 nor more than \$500.00. The fine for a third or any subsequent violation of the same offense by the same	Yes	Change to be consistent with State Law and generally increase the initial

			person shall be no less than \$1,000.00		violations to \$500 and \$1000 but defer to G. Bendler
14-38. Suspension & Revocation	Chapter 14 – Businesses	Art. II – Licensed Occupations	The city manager may levy a fine not to exceed \$1,000.00 per violation.	Yes	Change to be consistent with State Law
14-62. Violations and Penalties	Chapter 14 – Businesses	Art. III – Tattoo Establishments	Misdemeanor - not less than \$250.00 nor more than \$1,000.00 for each offense	No	Change to be consistent with State Law and make the low end \$1,000
14-152. Penalties	Chapter 14 – Businesses	Art. IV – Electric Personal Assistive Mobility Device Rentals, Division 3 -Violations & Penalties	Infraction - \$500.00	No	Increase to \$1,000
14-205. Violations and Penalties	Chapter 14 – Businesses	Art. VI – Body Piercing	Not less than \$100.00 nor more than \$500.00 and/or imprisoned for up to 30 days for each offense	No	Change to be consistent with State Law
14-292. Suspension	Chapter 14 – Businesses	Art. VII – Dry Nightclubs, Division 4 – Penalties and Remedies	Infraction - fine not to exceed \$500.00	No	Change to be consistent with State Law
14-295. Penalties and Remedies	Chapter 14 – Businesses	Art. II – Dry Nightclubs, Division 4 – Violations and Penalties	Fine of not more than \$500.00 or imprisonment of not more than 30 days, or both	No	Change to be consistent with State Law
14-320. Injunction	Chapter 14 - Businesses	Art. VIII – Sexually Oriented Businesses, Division 4 – Violations and Penalties	\$1,000.00 or 30 days imprisonment	No	Change to be consistent with State Law
14-335. Violations and Penalties	Chapter 14 – Businesses	Art. IX – Small Dis Placement Vehicles	Infraction - not more than \$500.00	No	Increase to \$1,000
22-42. Violations and Penalty	Chapter 22 – Elections	Art. III – Campaign Finances	Infraction - not to exceed \$1,000.00	No	Defer to Council

26-53. Violations and Penalties	Chapter 26 – Emergency Services	Art. II – Alarm Systems, Division 2 – Burglary Alarms	Infraction - \$100.00	No	Defer to Police Chief
26-55. Limit on Number of False Alarms; Fines for Excessive False Alarms	Chapter 26 – Emergency Services	Art. II – Alarm Systems, Division 2 – Burglary Alarms	*This is a fee not a fine. \$100.00 for each of the next two false alarms and \$200.00 for each additional false alarm thereafter	No	Defer to Police Chief
30-405. Violations	Chapter 30 – Environment	Art. V – Noise, Division 8 – Residences Providing Shelter to Transient or Temporary Population	Infraction - fine not to exceed \$1,000.00	Yes	Change to be consistent with State Law
30-604. Penalties	Chapter 30 – Environment	Art. VIII – Environmental Tobacco, Nicotine or Cannabis Smoke & Vapor	Infraction - up to \$500.00	Yes but 1-8 lists it as a misdemeanor when it is a civil infraction.	We need to fix 1-8 and Defer to Police Chief for penalty.
34-27. Violations	Chapter 34 – Fire Prevention and Protection	Art. II - Administration	Infraction- First offense carries a fine of \$500.00. The second offense carries a fine of \$750.00, third offense \$1,000.00	Yes	Defer to Fire Chief
38-32. Violations and Penalties	Chapter 38 – Floods	Art. II – Flood Damage Prevention, Division 1 - Generally	Guilty of a misdemeanor and shall be subject to a fine of not more than \$500.00	No	Change to be consistent with State Law
39-209. Violations and Penalties	Chapter 39 – Franchises	Art. IV – Cable Television	Infraction - not less than \$5.00 nor more than \$1,000.00	No	Change to be consistent with State Law and increase the low end to \$500
58-31. Harassment by Laser Pointers	Chapter 58 – Offenses and Miscellaneous Provisions	Art. II – Offenses Against Public Peace and Order, Division 1 – Laser Pointers	Up to \$1,000.00 and/or imprisonment for up to 90 days	Yes	Change to be consistent with State Law
58-97. Violations and Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. II – Offenses Against Public Peace and Order, Division 6 – Order of a Police Officer	\$1,000.00 and/or imprisonment for up to 90 days	Yes	Change to be consistent with State Law

58-122. Violations and Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. III – Offenses Involving Public Safety, Division 2 – Martial Arts Weapons	\$1,000.00 or imprisonment of up to six months	Yes	Change to be consistent with State Law
58-143. Violations and Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. III – Offenses Involving Public Safety, Division 3 – Gun Replicas	\$1,000.00 or imprisonment of up to six months	Yes	Change to be consistent with State Law
58-163. Violations and Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. III – Offenses Involving Public Safety, Division 4 – Electronic Weapons	Not to exceed \$1,000.00 or imprisonment not to exceed six months in jail, or both	Yes	Change to be consistent with State Law
58-183. Violations and Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. IV. – Offenses Involving Public Health	Imprisonment for up to six months or fined up to \$1,000.00, or both	Yes	Change to be consistent with State Law
58-194. Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. V – Offenses Involving Public Nudity or State of Nudity	Is Infraction - subject to a fine of up to \$1,000	Yes	Change to be consistent with State Law
58-204. Penalties	Chapter 58 – Offenses and Miscellaneous Provisions	Art. VI – Landing and Launching of Aircraft	For each launching and/or landing - a fine of up to \$1,000.00	Yes	Change to be consistent with State Law
59-4. Violations	Chapter 59 – Profane, Obscene, Sexually Explicit and Vulgar Merchandise and Materials		Infraction with a fine of \$500.00 for the initial violation, and for second violation a municipal infraction with a fine of \$1,000.00	No	Change to be consistent with State Law and increase low end to \$1000
62-9. Violations	Chapter 62 – Boardwalk Performing and Vending		Infraction - a fine of not less than \$100.00 and no more than \$1,000.00	Yes	Change to be consistent with State Law and increase low end to \$500
70-32. Violations and Penalties	Chapter 70 – Solid Waste	Art. II – Municipal Collection and Disposal Service	Infraction - \$100.00, for each and every day of the violation	No	Defer to H. Adkins
70-72. Violations and Penalties	Chapter 70 – Solid Waste	Art. III - Scavenging	A fine of not less than \$200.00 nor more than \$1,000.00 or imprisonment for up to six months, or both	No	Defer to H. Adkins

70-102. Violations and Penalties	Chapter 70 – Solid Waste	Art. IV - Recycling	Infraction - \$100.00	No	Defer to H. Adkins
90-136. Violations and Penalties	Chapter 90 – Traffic and Vehicles	Art. IV – Parking, Stopping and Standing, Division 1 - Generally	SEE ATTACHED CODE SECTION	Yes	Defer to J. Anthony (Parking Division) although in 1-8
90-213. Passengers in unenclosed areas of motor vehicles	Chapter 90 – Traffic and Vehicles	Art. V-A – Safety Equipment for Certain Vehicles, Division 2 – Seat Belts	Infraction - a fine of not more than \$250.00	Yes	Defer to Police Chief although in 1-8
90-301. Penalties	Chapter 90 – Traffic and Vehicles	Art. VI – Towing of Vehicles, Division 8 – Penalties and Severability	Subsection (a) Infraction - Towing without a license - a fine not exceeding \$1,000.00 for each and every offense; (b) towing on property without a contract to tow on the property - 90 days' imprisonment and/or a fine of \$1,000.00 with each violation; (c) Infraction - any other Tow violation - not exceeding \$1,000.00	Yes	Change to be consistent with State Law
90-404. Penalties	Chapter 90 – Traffic and Vehicles	Art. IX – Dockless Ride Share Programs	Infraction - \$500.00 per occurrence	No	Change to be consistent with State Law
94-86. Violations and Penalties	Chapter 94 – Utilities	Art. IV – Utility Installation	Misdemeanor and subject to a sentence of up to 30 days' imprisonment and/or a fine of up to \$1,000.00	Yes	Change to be consistent with State Law
102-53.1. Suspension or Revocation of Business License	Chapter 102 – Vehicles for Hire	Art. II – Taxicabs, Division 2 – Business License	*Police Commission may levy a fine not to exceed \$1,000.00 per violation (not a municipal infraction)	Yes	Change to be consistent with State Law
102-73. Violations	Chapter 102- Vehicles for Hire	Art. II – Taxicabs, Division 4 - Regulations	Infraction - employing or permitting a taxicab driver who does not meet the qualifications/ requirements set forth in this article is a municipal infraction punishable by a \$500.00 fine. A violation of any other provision of the article	Yes	Change to be consistent with State Law

			shall be a municipal infraction, and subject to a \$100.00 fine for the first violation; second violation carries a fine of \$500.00; and a third or subsequent violation carries a fine of \$1,000.		
102-133 Violations and Penalties	Chapter 102 – Vehicles for Hire	Art. V – Automobile (Electric) Shuttle Service	Infraction - fine of up to \$500.00	No	Defer to Police Chief
106-135. Violations and Penalties	Chapter 106 – Waterways	Art. III – Beach Regulations, Division 4 – Surf Fishing and Casting	Infraction - a fine of not more than \$1,000.00	No	Change to be consistent with State Law
110-884. Outdoor Display of Merchandise Standards for Properties Fronting on Atlantic Avenue (Boardwalk)	Chapter 110 – Zoning	Art. V – Supplemental Regulations, Division 1 - Generally	Infraction- a fine of \$500.00 for the initial violation; (2) a fine of \$1,000.00 for the second violation; (3) a fine of \$1,000.00 for a third violation. The display permit and the ability to display shall be suspended for two weeks beginning the day after the third violation.	Yes	Change to be consistent with State Law as the maximum and generally leave first two violations as is but defer to G. Bendler

CHARTER

C-1005. Prohibitions and Penalties (193C)	Title X – Officers and Employees		\$100 30 days	N/A	Defer to K. Callan
C-1406. Misdemeanors (206)	Title XIV - Miscellaneous		\$1,000 90 days	N/A	Change to be consistent

					with State law
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Chapter 570

(Senate Bill 820)

AN ACT concerning

Municipalities – Enforcement of Ordinances and Resolutions

FOR the purpose of increasing the maximum amount of a criminal fine or fine for a municipal infraction that may be imposed by a municipality to enforce certain ordinances and resolutions enacted by the municipality; and generally relating to the enforcement of ordinances and resolutions by a municipality.

BY repealing and reenacting, with amendments,

Article – Local Government

Section 6–101 and 6–102

Annotated Code of Maryland

(2013 Volume and 2024 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Local Government

6–101.

(a) The legislative body of a municipality may provide that violations of ordinances and resolutions authorized by this division are punishable as misdemeanors.

(b) A penalty for a violation of an ordinance or resolution that is declared to be a misdemeanor under this section may not exceed imprisonment for 6 months or a fine of [\$1,000] **\$5,000** or both.

(c) Sections 7–504 and 7–505 of the Courts Article shall govern imprisonment in default of fines and costs.

6–102.

(a) (1) Unless State law classifies a violation as a criminal offense, the legislative body of a municipality may provide, by law, that a violation of a municipal ordinance is a municipal infraction.

(2) A municipal infraction is a civil offense.

(b) The legislative body of a municipality may classify as a municipal infraction:

(1) a violation of an ordinance or regulation concerning zoning or land use;
and

(2) littering in the municipality as prohibited under § 10–110 of the Criminal Law Article.

(c) (1) A fine not exceeding **[\$1,000] \$5,000** may be imposed for each municipal infraction.

(2) The fine is payable to the municipality by the person charged in the citation within 20 calendar days of service of the citation.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2025.

Approved by the Governor, May 13, 2025.