



OCEAN PINES ASSOCIATION, INC.

**Mission Statement:** Provide the governance, administration, facilities, services, and amenities that are necessary to make Ocean Pines an attractive, affordable, safe, and enjoyable place to live and work.

BOARD OF DIRECTORS' REGULAR MEETING  
AGENDA

Wednesday, April 20, 2022

11:00 a.m., Clubhouse Meeting Room

**Join Via Microsoft Teams:**

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmFiZDg1ZjltMmQ5OC00Y2NiLTljMWUtYTRjZjVIMWUxZWZl%40thread.v2/0?context=%7b%22Tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22Oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d)

[join/19%3ameeting\\_YmFiZDg1ZjltMmQ5OC00Y2NiLTljMWUtYTRjZjVIMWUxZWZl%40thread.v2/0?context=%7b%22Tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22Oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmFiZDg1ZjltMmQ5OC00Y2NiLTljMWUtYTRjZjVIMWUxZWZl%40thread.v2/0?context=%7b%22Tid%22%3a%22625a6322-2b2f-40fa-94f8-d7dd44d78153%22%2c%22Oid%22%3a%225fa869f5-01ad-476a-9570-540fe1ce4736%22%7d)

Call to Order – Colette Horn, President – **all cell phones must be silenced; board cell phones must be powered off and stowed away; emergency text-in or call-in number for Directors' families is 443-377-1079**

Pledge of Allegiance – All

Approval of Agenda – Board

Approval of Minutes –

March 23, 2022 – Regular Meeting

President's Remarks – Colette Horn

Announcement of Email Votes/Motions – Josette Wheatley

GM Report – John Viola

Treasurer's Report – Larry Perrone

Public Comments – **Members wishing to make comments must state their name and address. Time limit for comments is 5 minutes. Comments may be made on any topic of interest to the member that pertains to the mission of OPA (see above). Order for comments for hybrid meetings: 1<sup>st</sup> – members in attendance in-person; 2<sup>nd</sup> – MS. Teams Participants (use of "raise hand" function required to enter speaking queue); 3<sup>rd</sup> – members participating through the MS Teams call-in (audio only) function. To enter call-in queue, text Josh Davis at 443-377-1079. 4<sup>th</sup> – Members wishing to speak via the MS Teams chat function – chat function is for Public comments only; all other comments in the chat function will be considered out of order, as will be speaking during the meeting without being given the floor by the Chair.**

Purchase Requests –

Racquet Sports – Court Repairs

Yacht Club – Banquet Chairs

CPI Violations – None

Unfinished Business – None

New Business –

First Reading – Resolution M-09, Attachment B – Colette Horn

Appointments –

Gary Murray – 1<sup>st</sup> Term – Architectural Review Committee

Jennifer Cropper-Rines – 1 year Extension – Communications Committee

Announcement of next meeting date: May 25, 2022 at 11:00 a.m.

Adjournment



OCEAN PINES ASSOCIATION, INC.  
BOARD OF DIRECTORS' REGULAR MEETING  
Wednesday, March 23, 2022  
11:00 a.m., Board Room

PRESENT: Colette Horn, Frank Daly, Larry Perrone, Josette Wheatley, Rick Farr, Doug Parks, and Amy Peck.

ALSO PRESENT: John Viola (General Manager), Steve Phillips (Director of Finance), 10 Association members, and approximately 22 attendees through Microsoft Teams.

**Call to Order** – Colette Horn called the meeting to order at 11:00 a.m. with the Pledge of Allegiance.

**Approval of Agenda**

Mr. Daly moved to amend the agenda, Mr. Parks seconded. Dr. Horn added a Golf Carts under Purchase Requests, and noted the last name of the Search Committee appointment is Stewart not Steward. Mr. Daly moved to accept the amended agenda, Mr. Parks seconded, all in favor.

**Approval of Minutes**

February 23, 2022 – Regular Meeting – Mr. Perrone moved to amend the minutes, Mr. Farr seconded. Mr. Perrone noted the correct voting on the appointment of Stuart Lakernick was Mr. Farr And Mr. Parks in favor, Mr. Daly, Mr. Perrone, and Ms. Wheatley opposed, and Ms. Peck and Dr. Horn abstaining.

Mr. Daly moved to accept the amended minutes, Mr. Farr seconded, all in favor.

March 12, 2022 – Town Hall – Mr. Perrone moved to amend the minutes, Mr. Daly seconded. Mr. Perrone clarified that Ms. Wheatley's absence was an excused absence.

Mr. Parks moved to accept the amended minutes, Mr. Daly seconded, all in favor.

**President's Remarks – Colette Horn** – Dr. Horn welcomed all attendees and thanked them for participating in today's meeting.

**GM Report – John Viola (attached)**

**Treasurer's Report – Larry Perrone (attached)**

**Public Comments**

Tom Piatti – 13 Chatham Court  
Louis Williams – 78 Teal Circle  
Joe Reynolds – 84 Watertown Road  
Dinah Hoffmeister – 43 Ocean Parkway  
Ken Waters – 27 Birdnest Drive

## **Purchases Requests**

Public Works – North Gate Bridge Lights – Ms. Wheatley moved to accept the recommendation, Mr. Daly seconded, all in favor.

Racquet Sports – Pickleball Courts – Mr. Parks moved to accept the recommendation, Ms. Peck seconded, all in favor.

Golf – Golf Carts – Mr. Perrone moved to accept the recommendation, Ms. Wheatley seconded, all in favor.

## **CPI Violations – None**

### **Unfinished Business –**

Second Reading – Resolution M-09 – Colette Horn

Dr. Horn moved to approve the second reading of Resolution M-09, Ms. Wheatley seconded, all in favor.

Second Reading – Resolution M-09, Attachment B – Colette Horn

Dr. Horn moved to approve the second reading of Resolution M-09, Mr. Perrone seconded, all in favor.

### **New Business –**

Review of Resolution B-07 Petitions – Colette Horn

To be amended and then discussed further at the next Board Meeting.

Review of Resolution M-05 Animal Control – Colette Horn

To be updated and then discussed at the next Board Meeting.

Review of Resolution M-07 Bulkhead and Waterway Maintenance – Colette Horn

Dr. Horn requested Mr. Parks, the liaison for the Marine Advisory Committee, to have the Committee review and amend.

Review of OPA Mission and Vision Statement – Colette Horn

Strategic Planning Committee to develop an updated mission and vision statement.

Discussion on Social Media Policy – Doug Parks

Dr. Horn requested Ms. Parks to lead the revisions after Counsel is contacted for input on code of conduct/proposal, and after the review of Mr. Farr's proposed policy.

Discussion on Tree Removal Policy – Rick Farr

Dr. Horn suggested the Architectural Review Committee revise and return with one option for recommendation.

Discussion on HB 882 – Doug Parks

The Board agreed not to send a letter of support regarding HB 882.

Motion for Mailbox Investigation and Field Test – Josette Wheatley

Mr. Daly seconded, 1 in favor (Wheatley), 6 opposed (Horn, Daly, Perrone, Farr, Parks, Peck).

Motion for Intersection Lighting Test – Frank Daly

Ms. Wheatley seconded.

Mr. Daly withdrew the motion.

Motion for Revision to Owner of Record Referendum Question – Colette Horn

Mr. Perrone seconded, 6 in favor (Horn, Daly, Wheatley, Perrone, Farr, Peck), 1 abstained (Parks).

Motion for Revision to Candidate Eligibility Referendum Question – Colette Horn  
Mr. Perrone seconded, 6 in favor (Horn, Daly, Perrone, Parks, Peck, Wheatley), 1  
opposed (Farr).

Motion for Revision of Bylaws Section 5.02(a) Employee – Colette Horn  
Ms. Wheatley seconded, all in favor.

**Appointments –**

Sherrie Clifford – 1<sup>st</sup> Term – Search Committee

Endorsed by Dr. Horn, all in favor.

Stuart Lakernick – 1<sup>st</sup> Term – Search Committee

Not endorsed by Dr. Horn. Appointment not approved.

Michelle Stewart – 1<sup>st</sup> Term – Search Committee

Endorsed by Dr. Horn, all in favor.

Vicki Eckenrode – 1<sup>st</sup> Term – Strategic Planning Committee

Endorsed by Ms. Peck, all in favor.

**Adjournment –**

Mr. Perrone moved to adjourn the meeting, Ms. Wheatley seconded, all in favor.

The meeting adjourned at 2:02 p.m.

Respectfully submitted:

Josette Wheatley, Secretary



# OCEAN PINES ASSOCIATION, INC.

## PROPOSED MOTION

**DATE:** 3/29/22

**TOPIC:** To Approve Capital Spend Using A Different Vendor for the Northgate Lights

**TO BE REPORTED IN MEETING HELD ON:** 4/20/22

**SUBMITTED BY:** Colette Horn      **SECOND BY:** Doug Parks

**MOTION:** to approve spending \$46,390.65 for installation of Northgate Lights by Capital Tristate Electric Company instead of the spend of \$42,394.70 to Denney Electric as approved in our 3/23/22 regular board meeting.

**PURPOSE AND EFFECT:** To allow our General Manager to use the now lowest bidder, Capital Tristate Electric Company, for the Northgate Light replacement instead of Denny Electric due to a change in pricing.

**BACKGROUND:** The cost for the Northgate Light replacement project quoted by Denny Electric and approved in a prior motion went up, and now exceeds the second-lowest bid received. This motion will approve switching to the now lowest bid, which was submitted by Capital Tristate Electric. Capital Tristate is a preferred vendor based on history of work done for OPA by them.

**MOTION OUTCOME:** PASSED:  FAILED:

DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:
Amy Peck		
Frank Daly		
Colette Horn		
Larry Perrone		
Josette Wheatley		
Doug Parks		
Richard Farr		



# OCEAN PINES ASSOCIATION, INC. PROPOSED MOTION

**DATE:** 4/1/22

**TOPIC:** To Approve Capital Spend Using a different cost but same vendor for the Northgate Lights Replacement Project

**TO BE REPORTED IN MEETING HELD ON:** 4/20/22

**SUBMITTED BY:** Colette Horn      **SECOND BY:** Doug Parks

**MOTION:** to approve spending \$46,390.65 for installation of Northgate Lights by Capital Tristate Electric Company instead of the spend of \$48,449.79 originally bid for the project and approved by email vote on 3/29/22.

**PURPOSE AND EFFECT:** To allow our General Manager to complete a contract with Capital Tristate Electric Company for the Northgate Light replacement at a cost of \$46,390.65 instead of the original bid amount of \$48,449.79.

**BACKGROUND:** The cost for the Northgate Light replacement project quoted by Capital Tristate Electric and approved in a prior email motion went down. This motion will approve spending the new, lower amount.

**MOTION OUTCOME:** PASSED:  FAILED:

DIRECTORS IN FAVOR:	DIRECTORS OPPOSED:	DIRECTORS ABSTAINED:
Amy Peck		
Frank Daly		
Colette Horn		
Larry Perrone		
Josette Wheatley		
Doug Parks		
Richard Farr		



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

DEPARTMENT Public Works DATE April 18, 2022  
 ITEM DESCRIPTION Court Repairs  
 FOR REPLACEMENT OF (if applicable) \_\_\_\_\_  
 RESERVE STUDY - PAGE # N/A LINE# N/A BUDGET AMOUNT \$ not budgeted

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
ATC Corporation 4051 North Point Road Baltimore, MD 21222	\$55,260.00		Staff recommended. Economies <sup>of</sup> at scale since they will already be here for new courts.
Mid-Atlantic Asphalt P.O. Box 361 Linthicum, MD 21090	\$110,961.24		
American Sports Builders; Sport Systems; Welch Tennis			did not bid

<u>[Signature]</u> DEPT. HEAD	<u>4/18/22</u> DATE	<u>[Signature]</u> GENERAL MANAGER	<u>4/18/22</u> DATE
<u>[Signature]</u> ACCOUNTING	<u>4/18/22</u> DATE	BOARD	DATE

\*Please limit 1 item per sheet



EST. 1945

# ATC CORP

**FORMERLY AMERICAN TENNIS COURTS**

**CERTIFIED MINORITY BUSINESS ENTERPRISE**

TO: Ocean Pines Racquet Center  
11443 Manklin Creek Road  
Ocean Pines, MD 21811

DATE: 4/7/2022

ATTN: Eddie Wells

EMAIL: ewells@oceanpines.org

FROM: C.J. Gerbes

PHONE: 443-608-3256

**RE: Tennis Court Repair proposal with options at Ocean Pines Racquet Center**

**TOTAL NUMBER OF PAGES (Including Cover Sheet): 6**

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Mr. Wells:

We are pleased to submit to **OCEAN PINES RACQUET CENTER** (the "Customer") the following alternate proposals to perform the work specified therein, at the above referenced project.

**ALTERNATE 1: CRACK REPAIR ON EIGHT (8) PICKLEBALL COURTS AND TWO (2) TENNIS COURTS, WITH SPOT COLOR COATING (COATING IN REPAIRED AREAS ONLY).**

- A) Clean all severely stained and damaged areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Fill structural cracks with **PREMIER COATINGS®** Acrylic Crack Sealing Compound.
- C) Furnish and install the **ARMOR®** Crack Repair System over structural cracks. **NOTE: CRACKS AROUND OR UNDERNEATH THE PERIMETER FENCE LINE CANNOT BE REPAIRED WITH ARMOR® CRACK REPAIR SYSTEM.**

- D) Color coat in repaired areas **ONLY** with three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice. **NOTE: NEW COATINGS WILL NOT MATCH EXISTING COLOR EXACTLY, AND WILL BE NOTICEABLY DIFFERENT.**
- E) Layout, tape and touch up eight (8) Pickleball Playing Courts, two (2) Tennis playing lines, and two (2) Pickleball playing lines with **PREMIER COATINGS®** Acrylic Line Paint.

**ALTERNATE 1 PRICING: \$34,620.00**

**ALTERNATE 1A: OPTION TO MESH REPAIR UNDER 4' FENCING**

- A) Clean all severely stained and damaged areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Fill structural cracks with **PREMIER COATINGS®** Acrylic Crack Sealing Compound.
- C) Furnish and install the **ARMOR®** Crack Repair System over structural cracks. **NOTE: CRACKS AROUND OR UNDERNEATH THE PERIMETER FENCE LINE CANNOT BE REPAIRED WITH ARMOR® CRACK REPAIR SYSTEM.**
- D) Remove 4' vinyl fence fabric.
- E) Furnish and install the **ARMOR®** Crack Repair System over structural cracks under 4' vinyl fence system.
- F) Replace 4' fence fabric.
- G) Color coat in repaired areas **ONLY** with three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice. **NOTE: NEW COATINGS WILL NOT MATCH EXISTING COLOR EXACTLY, AND WILL BE NOTICEABLY DIFFERENT.**
- H) Layout, tape and touch up eight (8) Pickleball Playing Courts, two (2) Tennis playing lines, and two (2) Pickleball playing lines with **PREMIER COATINGS®** Acrylic Line Paint.

**ALTERNATE 1A PRICING: \$45,920.00**

**ALTERNATE 2: CRACK REPAIR ON EIGHT (8) PICKLEBALL COURTS AND TWO (2) TENNIS COURTS, WITH FULL COLOR COATING.**

- A) Clean and scrape all damaged areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Fill structural cracks with **PREMIER COATINGS®** Acrylic Crack Sealing Compound.
- C) Patch several low areas with **PREMIER COATINGS®** Leveling Compound to minimize any ponding and "birdbaths". (**NOTE:** Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.)
- D) Furnish and install the **ARMOR®** Crack Repair System over structural cracks. **NOTE: CRACKS AROUND OR UNDERNEATH THE PERIMETER FENCE LINE CANNOT BE REPAIRED WITH ARMOR® CRACK REPAIR SYSTEM.**

- E) Furnish and install three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- F) Layout, tape and paint eight (8) Pickleball playing courts, two (2) Tennis playing lines, and two (2) Pickleball playing lines with **PREMIER COATINGS®** Acrylic Line Paint.

**ALTERNATE 2 PRICING: \$44,745.00**

**ALTERNATE 2A: OPTION TO MESH REPAIR UNDER 4' FENCING**

- A) Clean and scrape all damaged areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Fill structural cracks with **PREMIER COATINGS®** Acrylic Crack Sealing Compound.
- C) Patch several low areas with **PREMIER COATINGS®** Leveling Compound to minimize any ponding and "birdbaths". (NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.)
- D) Furnish and install the **ARMOR®** Crack Repair System over structural cracks. **NOTE: CRACKS AROUND OR UNDERNEATH THE FENCE LINE CANNOT BE REPAIRED WITH ARMOR® CRACK REPAIR SYSTEM.**
- E) Remove 4' vinyl fence fabric.
- F) Furnish and install the **ARMOR®** Crack Repair System over structural cracks under 4' vinyl fence system.
- G) Replace 4' fence fabric.
- H) Furnish and install three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.
- I) Layout, tape and paint eight (8) Pickleball playing courts, two (2) Tennis playing lines, and two (2) Pickleball playing lines with **PREMIER COATINGS®** Acrylic Line Paint.

**ALTERNATE 2A PRICING: \$55,260.00** ✓

**ALTERNATE 3: CRACK REPAIR AND FULL COLOR COATING ON SIX (6) PLATFORM TENNIS COURTS.**

- A) Clean and scrape all damaged areas by means of a high-pressure power wash system to allow for the proper bonding of all new materials. The Owner is responsible to supply water.
- B) Fill structural cracks with **PREMIER COATINGS®** Acrylic Crack Sealing Compound.
- C) Patch low areas with **PREMIER COATINGS®** Leveling Compound to minimize any ponding and "birdbaths". (NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.)
- D) Furnish and install the **ARMOR®** Crack Repair System over structural cracks. **NOTE: CRACKS AROUND OR UNDERNEATH THE FENCE LINE CANNOT BE REPAIRED WITH ARMOR® CRACK REPAIR SYSTEM.**
- E) Furnish and install three (3) coats of **PREMIER COATINGS®** Acrylic Color Sealer, the 100% acrylic color-in-depth surfacing system in the color(s) of your choice.

- F) Layout, tape and paint six (6) Platform playing courts with **PREMIER COATINGS®** Acrylic Line Paint.

**ALTERNATE 3 PRICING: \$26,325.00**

**NOTE: WATER SUPPLY TO BE PROVIDED BY OTHERS. PROPER ACCESS TO BE PROVIDED BY OTHERS. THE ABOVE PRICING IS FOR THE LISTED ITEMS ONLY. NO OTHER ITEMS ARE INFERRED OR IMPLIED AND NO OTHER ITEMS, WHETHER IN THE SPECIFICATIONS OR DRAWINGS, WILL BE PERFORMED FOR THESE ITEM PRICES. THE EXISTING COURTS HAVE POCK MARKS (EXCESSIVE IRON DEPOSITS IN THE ASPHALT BLEND), THESE MAY RETURN AFTER NEW COATINGS ARE APPLIED. SPOT REPAIRS WILL NOT MATCH EXISTING COLOR EXACTLY, AND WILL BE NOTICEABLY DIFFERENT.**

## CONDITIONS

Permits, if necessary, to be obtained by and paid for by others. ATC CORP will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. ATC CORP, is not responsible and Customer agrees to hold ATC CORP, harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. Landscaping, seeding, sodding, or topsoil not included in base bid. The cost to repair any unforeseen failure of the existing sub-base, base, surface or fence system that is encountered during the execution of this contract will be charged to the Customer on a time plus materials basis. Vegetative growth on and around track area is to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others. Quoted price is based upon the paving being delivered to ATC CORP, in acceptable condition. Due to the temperature and climatic conditions, the surface may not be installed when the ambient temperature is less than 80 degrees Fahrenheit, or when rain is imminent. Quoted price is based upon performing the proposed scope of work in a single mobilization. Any additional mobilization(s) that are required due to any negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of ATC CORP, shall result in an additional charge to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization. Customer will be responsible for prohibiting access on the tennis court by general public, animals, wildlife, employees, school personnel and others during performance of our work. Any damages resulting from persons other than employees of ATC CORP, shall be the responsibility of Customer. This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and ATC CORP, In the event the Customer accepts this proposal, but requires ATC CORP, to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail.

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

## PAYMENT TERMS

**30% deposit** due at signing of proposal and remainder of balance due once the project is completed. Monthly progress payments due for all work completed that month, up until project completion. If Customer fails to pay ATC CORP in accordance with the payment terms set forth in this proposal, ATC CORP shall be entitled to, but not obligated to, suspend its work and/or terminate its contract with the Customer, if the Customer fails to pay invoices when due. In the event of such a suspension or termination by ATC CORP, ATC CORP shall have no obligation to the Customer for the resolution of uncompleted work. In the event of such a suspension or termination by ATC CORP, Customer agrees to defend and indemnify ATC CORP from any and all claims, causes of action or damages resulting from the suspension or termination. In the event of suspension by ATC CORP, Customer agrees that if ATC CORP is subsequently directed to remobilize to the project, ATC CORP shall be entitled to a remobilization fee, which

shall be determined by ATC CORP and is to be paid prior to any remobilization as well as any impact, delay and/or acceleration damages, including but not limited to extended home office and field overhead.

### GUARANTEES

We will guarantee for the period of one (1) year from the date of substantial completion, against any defects in materials or workmanship. Warranty does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered.

Customer agrees to pay ATC CORP in full, including retainage (if applicable); within 30 days after the work set forth in this proposal has been completed.

If you have any questions, or if I can be of further service to you, now or in the future, please do not hesitate to contact me at 443-608-3256.

Very Truly Yours,

*CJ GERBES*

CJ Gerbes  
ATC CORP

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

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

ALTERNATE 1: \_\_\_\_\_

ALTERNATE 1A: \_\_\_\_\_

ALTERNATE 2: \_\_\_\_\_

ALTERNATE 2A: \_\_\_\_\_

ALTERNATE 3: \_\_\_\_\_

PLAYING AREA COLOR: \_\_\_\_\_

BORDER AREA COLOR: \_\_\_\_\_

TENNIS LINE COLOR: \_\_\_\_\_

PICKLEBALL PLAYING LINES COLOR: \_\_\_\_\_

MHIC# 134825

# Proposal for Tennis Court and Pickleball Court Repairs

Cable, William E

2/18/2022



Ocean Pines Rec:Manklin Meadows Park

Debbie Donahue

11443 Manklin Creek Rd

Ocean Pines

MD

21811

Mid Atlantic Asphalt is a third generation, family operated company. We take pride in serving clients who own, manage or build facilities in Maryland, Washington D.C., Virginia, Pennsylvania and Delaware. Mid Atlantic Asphalt believes in customer satisfaction and honest pricing, which are reflected in our A+ Better Business Bureau rating.

In 1975, our founder, Austin Rice, started the company by offering honest pricing, effective communication, and superior workmanship, which exceeded the industry standards at that time. Austin focused on developing the company by servicing local businesses in Anne Arundel County, as investing in the community where he grew up was important to him. We are a home-grown business, but over four decades later, we are fortunate enough to have expanded into the neighboring counties and even bordering states, such as Virginia, Delaware, Pennsylvania and the District of Columbia. Austin's simple but effective business model has been passed down to his son, Warren Rice, and his grandson, Chris Rice, who now proudly run Mid Atlantic Asphalt. Despite our growth, the principles established by Austin decades ago, remain the same.

Today, we are proud to service various businesses throughout our region, whether local business owners, shopping centers, communities or government entities. Some of our clients include the Kevin Durant Charity Foundation, Maryland National Parks and Planning Commission, Anne Arundel County Recreation & Parks, University of Maryland Baltimore County, Community College of Baltimore County, general contractors, property managers, apartment complex owners and hotel establishments.

Our employees are the heart of our business. We are fortunate to retain valuable and dedicated employees who professionally pave and resurface asphalt, demolish and install new concrete, seal and stripe parking lots along with building, repairing and refurbishing tennis and basketball courts for our customers.

At Mid Atlantic Asphalt, we are committed to achieving customer satisfaction. We offer a Gold and Platinum Warranty for the work performed. Our business relies upon the reputation we forge through a job well done, and as a result, we proudly have repeat customers and a solid referral customer base. Both are a significant part of our ever-growing family of customers. We believe that once you are a Mid Atlantic Asphalt customer, you are our customer for life.

At Mid Atlantic Asphalt, we salute those who serve by hiring veterans. We're committed to supporting those who fight for our country and our freedoms. We're proud to show our appreciation to our military by offering the jobs they need to live the life they deserve.

Mid Atlantic Asphalt is proud to members of the Community Associations Institute, National Apartment Association, Maryland Multi-Housing Association, Maryland Recreation & Parks Association, American Sports Builders Association and the Better Business Bureau.

If you have not had the opportunity to work on a project with Mid Atlantic Asphalt, our hope is that you will consider working with us. We are confident that you will agree with our long-standing and proven business practice of hard work and excellent work product will enhance your business needs.

*Ask about our Platinum and Gold Warranties.*





<u>Description</u>	<u>Price</u>
<p>POWER WASHING (____/____)</p> <p>MAA/Contractor will provide the following services:            Clean (3,603) square yards or (5) court by means of commercial grade, high-pressure power wash system.            This is required to ensure proper bonding of all new materials.            NOTE: The owner is responsible to supply water.</p> <p>MOBILIZATIONS: 2 Days</p>	\$13,503.91
<p>LOW AREA / DEPRESSION REPAIR (____/____)</p> <p>MAA/Contractor will provide the following services:            Repair (50) square yards of low areas and depressions in (5) areas, with SportMaster® Acrylic Patch Binder.            The depth of low areas determines how many layers of SportMaster® Acrylic Patch Binder will need to be applied to ensure a level playing surface.            This helps prevent water accumulation, which will break down the components of the acrylic coating system.            SportMaster® Acrylic Patch Binder is 100% acrylic liquid binder designed for on-site mixing with sand and cement.            SportMaster® Acrylic Patch Binder is ideal for leveling and repairing low spots and depressions up to 3/4" deep on tennis court and other sport surfaces.            NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we can not guarantee to remove all of the standing water.</p> <p>MOBILIZATIONS: 1 Day</p>	\$6,322.69
<p>ARMOR® CRACK REPAIR SYSTEM (____/____)</p> <p>MAA/Contractor will provide the following services:            Furnish and install the (8) step ARMOR® Crack Repair System to repair (914) linear feet of structural cracks.            Clean and remove dirt and debris from all structural cracks.            Step 1: Seal structural cracks up to 4" wide with SportMaster® Acrylic Patch Binder.            Step 2: Sand/buff existing structural cracks flush to surface to ensure a smooth and even playing surface.            Step 3: Apply ARMOR® release tape            Step 4: Apply liquid adhesive            Step 5: Install narrow ARMOR® fabric            Step 6: Install wide ARMOR® fabric            Step 7: Install yellow ARMOR® mesh            Step 8: Apply (1) coat of SportMaster® Acrylic Resurfacer over all repaired areas.</p> <p>The ARMOR® Crack Repair System utilizes a knitted fabric that will expand as the structural crack widens.            The secret to making this repair work is how it is purposely NOT bonded to the court in the vicinity of the crack.            This allows more of the fabric to absorb any movement or growth of the structural crack without the fabric tearing or delaminating from the surface.            The reason why the ARMOR™ Crack Repair System works so well is that it effectively spreads the stress of the structural crack over a wide area of expandable fabric.            Other brand name repair "systems" do not employ the ARMOR® slipsheet technology.            Although your tennis court is technically still cracked, the filled cracks are</p>	\$32,707.07

hidden beneath our repairs and then painted to hide the repairs.  
ARMOR® will not prevent structural cracks from developing elsewhere on the court, or prevent structural cracks from growing in length out beyond the repair.

The ARMOR® Crack Repair System has successfully kept repaired structural cracks from reappearing on the surface of tennis courts since 1993.

NOTE: Mid Atlantic Asphalt, Inc. has successfully installed over 11 miles of the ARMOR® Crack Repair System since 2009.

MOBILIZATIONS: 9 Days

CRACK MAGIC™ (\_\_\_\_/\_\_\_\_)

\$3,885.51

MAA/Contractor will perform the following services:

Fill up to (7) cracks with Crack Magic™ .

Smooth flush to adjoining pavement with putty knife, trowel, or u-shaped squeegee.

Feather edges for smooth transition to playing surface.

Crack Magic™ is a 100% acrylic elastomeric crack sealant designed for sealing cracks in asphalt and concrete pavement sport surfaces.

Crack Magic™ provides a protective barrier against moisture intrusion into pavement surfaces.

Crack Magic™ is designed for filling cracks up to (1/2") wide in asphalt pavement.

MOBILIZATIONS: SAME DAYS AS ARMOUR REPAIRS

SPORTMASTER® OR DYNAFLEX® (3 COATS) (\_\_\_\_/\_\_\_\_)

\$39,131.93

MAA/Contractor will provide the following services:

Clean the surface of (3,603) square yards or (5) courts utilizing a commercial grade high power blower.

When courts are resurfaced they are painted with a multi-layer paint system that seals the voids in the asphalt, creates surface texture and protects the asphalt from damage.

Coating systems ultimately enhance overall playability and gives the surface a vibrant new color scheme.

Furnish and install (1) coat of SportMaster® or DynaFlex® Acrylic Resurfacer fence to fence

Furnish and install (2) coats of SportMaster® or DynaFlex® ColorPlus™ Neutral Concentrate fence to fence

NOTE: This price is for (2) standard colors, which includes light-green, dark-green, beige, red, gray, dark-blue and light-blue.

Non-standard colors, which include tournament-purple, yellow and orange will be an additional charge.

Tennis Court Color(s) Desired:

\_\_\_\_\_ (Playing Area)

\_\_\_\_\_ (Border)

Pickleball Court Color(s) Desired:

\_\_\_\_\_ (Non-Volley Zone)

\_\_\_\_\_ (Service Area)

\_\_\_\_\_ (Border)

2" LINE PAINTING (\_\_\_\_/\_\_\_\_)

\$12,060.93

MAA/Contractor will provide the following services:

Install (2) set of (color) Tennis Court lines according to the United States Tennis Association (USTA).

Install (14) set of (color) Pickleball Court lines according to the United States of American Pickleball Association (USAPA).

MOBILIZATIONS: COLOR/STRIPE - (5) DAYS

OPTION #1 - PLATINUM LIFETIME WARRANTY -\$16,869.31/YR -  
(\_\_\_\_\_/\_\_\_\_\_) )

PLATINUM LIFETIME WARRANTY ON ALL CRACKS REPAIRED W/  
ARMOR® CRACK REPAIR SYSTEM W/ ANNUAL MAINTENANCE  
AGREEMENT

TERM

This Contract begins on January 1, 2022 and continues in force until canceled by Customer/Owner (the "Term").

MAA/Contractor will provide the following services annually:

Step 1: Clean (3,603) square yards or (5) courts by means of commercial power wash system. This is required to ensure proper bonding of all new materials.

NOTE: The owner is responsible to supply water.

NOTE: MAA cannot guarantee to remove all dirt from the court without the use of spinners; however, the use of spinners will damage the existing acrylic material.

Step 2: Seal up to (100) linear feet of newly formed structural cracks with SportMaster® CrackMagic.

SportMaster® CrackMagic is a 100% acrylic elastomeric crack sealant designed for sealing structural cracks in asphalt or concrete tennis courts and other sport and recreational pavement surfaces.

SportMaster® CrackMagic provides a protective barrier against moisture intrusion into pavement surfaces; therefore, reducing premature sub-base failure.

NOTE: Additional cracks, above (100) linear feet, will be charged at a rate of \$7.00 per linear foot.

Step 3: Repair up to (400) square feet of low areas and depressions with SportMaster® Acrylic Patch Binder.

The depth of a low area determines how many layers of SportMaster® Acrylic Patch Binder will be needed.

This helps prevent water accumulation, which will break down the components of the acrylic coating system.

SportMaster® Acrylic Patch Binder is 100% acrylic liquid binder designed for on-site mixing with sand and cement.

SportMaster® Acrylic Patch Binder is ideal for leveling and repairing low spots and depressions up to 3/4" deep on tennis court and other sport surfaces.

NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.

NOTE: Additional low areas above (400) square feet, will be charged at a rate of \$3.00 per square foot.

Step 4: Install SportMaster® ColorPlus™ Neutral Concentrate on all repaired areas to match existing color. Color may vary slightly.

Step 5: Install T/C White Line Paint over all repaired areas to match existing lines.

Step 6: Install and adjust the Customers existing tennis posts and net(s).

MAA/Contractor will provide the following services every 5 years in addition to the annual services:

SportMaster® ColorPlus™ System (2 COATS)

Step 1: Furnish and install (2) coats of SportMaster® ColorPlus™ Neutral Concentrate fence to fence

Step 2: Install (2) sets of white tennis court lines according to the United States Tennis Association (USTA).

Install (14) sets of white pickleball court lines according to the United States Tennis Association (USTA).

Step 3: Install and adjust the Customers existing tennis posts and net(s).

Customer agrees to pay MAA an Annual Fee for the services (the "Annual Fee").

The Annual Fee shall be calculated on the basis of an annual per-square-yard charge for the size of the courts, which is (\$4.68) per-square-yard. The Annual Fee of (\$16,869.31) shall be paid on the 1st day of January during the term.

An annual increase cost of living adjustment (COLA) of 2.5% will be added each year.

January 1st, 2023 - \$16,869.31  
January 1st, 2024 - \$17,291.04  
January 1st, 2025 - \$17,723.32  
January 1st, 2026 - \$18,166.40  
January 1st, 2027 - \$18,620.56  
January 1st, 2028 - \$19,086.08  
January 1st, 2029 - \$19,563.23  
January 1st, 2030 - \$20,052.31  
January 1st, 2031 - \$20,553.62  
January 1st, 2032 - \$21,067.46

If the Customer/Owner chooses to no longer maintain the Annual Maintenance Agreement w/ the Platinum Lifetime Warranty, the Customer/Owner must cancel the Contract, in writing, prior to December 31st of any year.

If Customer/Owner cancels the Annual Maintenance Agreement, the Platinum Lifetime Warranty will be null and void.

All payments are to be made payable to Mid Atlantic Asphalt, Inc, PO Box 361, Linthicum, MD 21090.

OPTION #2 - GOLD 10-YEAR WARRANTY -\$7,206.00/YR - (\_\_\_\_/\_\_\_\_)

GOLD 10-YEAR WARRANTY ON ALL CRACKS REPAIRED W/ ARMOR® CRACK REPAIR SYSTEM W/ ANNUAL MAINTENANCE AGREEMENT

#### TERM

This Contract is for a (10) year period beginning on January 1, 2022 and ending on December 31, 2031 (the "Term").

MAA/Contractor will provide the following services:

Step 1: Clean (3,603) square yards or (5) courts by means of commercial power wash system. This is required to ensure proper bonding of all new materials.

NOTE: The owner is responsible to supply water.

NOTE: MAA cannot guarantee to remove all dirt from the court without the use of spinners; however, the use of spinners will damage the existing acrylic material.

Step 2: Seal up to (100) linear feet of newly formed structural cracks with SportMaster® CrackMagic.

SportMaster® CrackMagic is a 100% acrylic elastomeric crack sealant designed for sealing structural cracks in asphalt or concrete tennis courts and other sport and recreational pavement surfaces.

SportMaster® CrackMagic provides a protective barrier against moisture intrusion into pavement surfaces; therefore, reducing premature sub-base failure.

NOTE: Additional cracks, above (100) linear feet, will be charged at a rate of \$7.00 per linear foot.

Step 3: Repair up to (400) square feet of low areas and depressions with SportMaster® Acrylic Patch Binder.

The depth of a low area determines how many layers of SportMaster®

Acrylic Patch Binder will be needed.

This helps prevent water accumulation, which will break down the components of the acrylic coating system.

SportMaster® Acrylic Patch Binder is 100% acrylic liquid binder designed for on-site mixing with sand and cement.

SportMaster® Acrylic Patch Binder is ideal for leveling and repairing low spots and depressions up to 3/4" deep on tennis court and other sport surfaces.

NOTE: Due to the existing irregularity of the court surface, and the limitations of the leveling compound, we cannot guarantee to remove all of the standing water.

NOTE: Additional low areas above (400) square feet, will be charged at a rate of \$3.00 per square foot.

Step 4: Install SportMaster® ColorPlus™ Neutral Concentrate on all repaired areas to match existing color. Color may vary slightly.

Step 5: Install T/C White Line Paint over all repaired areas to match existing lines.

Step 6: Install and adjust the Customers existing tennis posts and net(s).

Customer agrees to pay MAA an Annual Fee for the services (the "Annual Fee").

The Annual Fee shall be calculated on the basis of an annual per-square-yard charge for the size of the courts, which is (\$2.00) per-square-yard.

The Annual Fee of (\$7,206.00) shall be paid on the 1st day of January during the term.

An annual increase cost of living adjustment (COLA) of 2.5% will be added each year.

January 1st, 2023 - \$7,206.00

January 1st, 2024 - \$7,386.15

January 1st, 2025 - \$7,570.80

January 1st, 2026 - \$7,760.07

January 1st, 2027 - \$7,954.08

January 1st, 2028 - \$8,152.93

January 1st, 2029 - \$8,356.75

January 1st, 2030 - \$8,565.67

January 1st, 2031 - \$8,779.81

January 1st, 2032 - \$8,999.31

If the Customer/Owner chooses to no longer maintain the Annual Maintenance Agreement w/ the Gold 10-Year Warranty, the Customer/Owner must cancel the Contract, in writing, prior to December 31st of any given year.

If Customer/Owner cancels the Annual Maintenance Agreement, the Gold 10-Year Warranty will be null and void.

All payments are to be made payable to Mid Atlantic Asphalt, Inc, PO Box 361, Linthicum, MD 21090.

CHAIN LINK FENCE INSTALLATION (\_\_\_\_/\_\_\_\_)

\$3,349.20

MAA/Contractor will provide the following services:

Remove and re-install 234 linear feet of 4' fence. Fence & Deck connection will remove the fence and leave on site. When repairs are completed, we will come back and re-install.

MOBILIZATIONS: 2 Days

Total \$110,961.24

EXCLUSIONS:

- Engineering and layout.
- Clearing, grubbing and selective tree removal.
- Permits, fees, testing, bonds.
- Undercutting and backfilling, site grading, off-site haul or borrow.
- Inlet throats and adjustment of utilities.
- Location, relocation, protection, support, capping, cutting, plugging, demolition or removal of existing utilities.
- Rock excavation, removal or blasting; Removal of similar man-made obstructions.
- Sheeting, shoring, bracing, underpinning and removals/cut-off.
- Furnishing of topsoil, spreading or re-spreading of topsoil.
- Soil poisoning, herbicide.
- Installation and protection of waterproofing, drainage board and filter cloth.
- Builders risk, railroad and other special insurance.
- Handling and/or removal of hazardous, toxic or contaminated substances.
- Sediment/erosion controls, maintenance and removal.
- Colored concrete, match texture or color of existing concrete or proposed precast features.
- Gravel bedding, sealant, caulking, backer rod and structural/architectural expansion joints, other than cork or asphalt impregnated fiber joint filler.
- Maintenance of traffic.
- Demolition/removal work, saw cutting, coring or drilling.
- Pumping and dewatering systems.
- Sodding, temporary or permanent seeding, mulching, landscaping.
- Excavation and backfill for mechanical and electrical work.
- Underdrains and foundation drainage systems.
- Porous or special gravel fills and backfills.
- Knowledge of addenda, specifications and soils report.
- Temporary and/or permanent paving patch.
- As-Built drawings.
- Responsibility for damage to existing asphalt or concrete pavement due to required access by our trucks and equipment.
- Responsibility for cold seams and asphalt raveling due to work being performed in temperatures below 50 degrees Fahrenheit.
- Any work not shown on the drawings, i.e., concrete, pavers, etc.
- Davis-Bacon Wage Rates.
- SuperPave asphalt materials and/or methods.
- Scarify or proof roll sub grades.
- Prime coat.
- Towing and/or removal of vehicles or equipment cost of towing.

NOTES:

- Our proposal is based on performance and completion of our scope of work in above stated mobilization(s). Additional mobilizations required beyond the control of Mid Atlantic Asphalt, Inc. will be billed as an increase.
- Grade to be +/- 0.2" balanced on site by others prior to our site occupancy.
- Additional handling, aeration, disposal and/or borrow resulting from conditions beyond the control of Mid Atlantic Asphalt, Inc., will be chargeable expenses.
- This proposal is based on having adequate access to all areas of our work for necessary trucks and equipment.
- Price is based on work being executed Monday through Friday 6am - 5pm. After hours and weekend work is available at a premium rate.
- Prices listed on this proposal are based on all of the work being completed. If all of the work listed is not accepted, MAA may have to

increase the prices of some or all of the items listed on this proposal.

#### ASPHALT CONSTRUCTION TERMS AND CONDITIONS:

If Mid Atlantic's Proposal is accepted, the Proposal shall become a subcontract document. In the event of any conflict between the Proposal and the other subcontract documents, the Proposal shall apply. This Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative from Mid Atlantic Asphalt, Inc., herein referred to as "MAA," and by an authorized representative from your firm, herein after referred to as either "Owner" and/or "Customer." This "Contract" constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written or oral, except as specified herein.

NOTE: Before any work commences, adequate financial arrangements must be presented to MAA accounting department as evidence that the project is covered by a Labor and Materials Payment Bond and/or in addition to any existing Performance Bonds or Letter of Credit, satisfactory funds exist for payment to MAA for services rendered. You must also furnish the name of the Owner and a legal description of the property where said services are to be performed. Failure to meet these requirements will result in our withdrawal of this "Contract" and will void this "Contract." Memos or notices distributed to tenants or others concerning the scheduling of the work as described herein must be presented to your sales representative for approval prior to distribution. You may email said notice to [info@midatlanticasphalt.com](mailto:info@midatlanticasphalt.com).

SITE CONDITIONS: The Owner represents and is responsible for making sure that all site conditions are clear of dirt and debris and are in proper order for MAA to perform their work. And will maintain safe access to the Work site at all times. If, in the course of performing the scope of Work, MAA is impeded by site conditions caused by others, MAA shall notify the Owner of such conditions and the Owner shall take immediate actions to correct any/all site problems, at Owner's expense. If stone is encountered before the maximum depth of asphalt in the proposal specifications then there will be a change order for additional charges for labor, equipment, trucking, and dumping to remove sub-base or subgrade.

FINE GRADING: Fine grading of the top 0.2 ft. of the subgrade is included in this "Contract." The subgrade is to be balanced within a +0.2 ft. tolerance and fully compacted and tested by others previous to the start of any fine grading. Fine grading does not include grading for curbs, sidewalks, aprons, ditches, etc., nor does it include any back-filling or the filling or grading along the edges of the pavement. All compaction testing is to be completed by others and is not the responsibility of MAA. MAA will provide one (1) proof rolling per subgrade mobilization. The second proof rolling will incur a fee of \$400.00 per proof roll test.

MINIMUM SLOPE: A minimum slope of two percent (2%) is necessary for proper surface drainage. MAA is not responsible for standing or ponding water on pavement installed with less than two percent (2%) rate of slope.

SUBGRADE: MAA reserves the right to refuse the installation of asphalt, curbs, sidewalks, etc. if it is determined by MAA that the subgrade is unstable due to soil, weather, compaction or any other condition. If the Owner directs that any of these items be installed against the recommendations of MAA, Owner accepts full responsibility for all failures and varying thickness to the asphalt as well as the payment for any/all over-runs in quantities for reinstallation of any area. Notwithstanding the above, the installation of asphalt on the Owner's subgrade does not imply MAA acceptance thereof and any paving failures due to subsequent subgrade deterioration will be repaired at the Owner's expense. All compaction testing, and coring of the pavement is to be completed by others and is not the responsibility of MAA and Owner agrees to accept responsibility for all compaction testing. Select material furnished and installed by MAA in an attempt to stabilize any subgrade failure will be paid for by the Owner at the rate of \$140.00 per ton, which includes the excavation of unsuitable material, the disposal of and furnishing and installing of select material. MAA reserves the right to use millings instead of stone if we so choose. Additional costs to the Owner and subsequent payments to MAA shall be based on material delivery tickets. At no time, does MAA accept the responsibility for any grade(s) and/or unless otherwise noted in detail in the scope of work, MAA is not responsible for any grade(s) and/or grade work. If removal of existing subgrade is required, there will be an extra charge.

ASPHALT PAVING: Owner accepts the financial responsibility for any/all compaction testing to the asphalt. If there are minimum compaction requirements, customer/owner must have their testing personnel on site at the beginning of paving operation and if testing results are not provided to MAA while equipment and labor are paving on site each day, MAA cannot be responsible for meeting compaction requirements.

ASPHALT MILLING EXCLUSION: MAA is not responsible for damage(s) incurred to concrete or branches by asphalt milling machine where asphalt and concrete abut. If paving fabric is found under surface layer of asphalt, an additional \$500.00 per truck load will be charged for environmental dumping.

ASPHALT DEEPER THAN SPECIFIED: In the event that the existing asphalt is deeper than specified in this "Contract," an additional charge of Eleven and 00/100 Dollars (\$11.00) per square yard, per inch for the extra depth asphalt. Payments shall be made based on actual field measurements of areas requiring this item.

#### CONCRETE QUALIFICATIONS AND EXCLUSIONS:

- If concrete depth is greater than 4" an additional charge of \$2.50 per inch, per square foot, for removal will apply. In this case, stone is necessary, and we will charge an additional \$150.00 per ton.
- MAA will not be responsible for any wiring, piping, conduit, sprinkler lines, sprinkler heads, post tension cable or any other unknown conditions that are within or below the concrete.
- MAA will take every precaution to avoid damaging underground lines but cannot assume responsibility for any damage.
- It is the responsibility of property management to locate any utilities in proposed work area.
- MAA will not be responsible for vandalism to freshly poured concrete, damage to concrete as a result of application of ice melt or color variation due to existing and new surface conditions.
- MAA does not warranty concrete against cracking or heaving over the winter due to freezing and thawing.
- Additional disposal charges will be assessed for the removal of any refuse or debris that is placed in our dumpster while on site.

- Backfilling will be performed using on site material. If turf restoration is required, additional charges will be assessed.
- If permits are necessary, the cost of the permit and the cost of an expediter will be added to the total cost of this contract.

**TRAFFIC CONTROL:** Maintenance of traffic is not included. Any/all traffic control is the responsibility of the Owner, unless otherwise specified in the "Contract."

**HAZARDOUS MATERIALS:** MAA specifically disclaims any liability and/or responsibility for any existing or future hazardous materials on the property and/or hazardous material violations pursuant to any Federal, State and/or Municipal ordinance and/or common law tort/contract theory regarding and/or any amendments and/or change orders. The Owner, where MAA specifically warrants that the subject property is free of hazardous material, agrees to indemnify and hold harmless MAA and its subcontractors from any claims, suits, settlements and/or judgments which may be filed, assessed, settled by agreement and/or entered plus all costs, expense and attorney's fees actually incurred in the investigation, defense, settlement and/or satisfaction thereof.

**PERMITS:** The Owner agrees to obtain and assume the costs for all required permits necessary for performance of the Work. Owner further agrees that any/all utilities, such as utility lines, manholes, gas lines, poles, etc. shall be on approved grade and alignment and properly staked prior to the performance of Work. Owner shall be responsible for securing engineering reports, land surveys, and establishing and clearly defining, all areas of Owner's property to be surfaced. Owner will be held responsible for securing all permits, licenses and surveys prior to the commencement of said work, and releases MAA from any/all liabilities resulting in delays or failure to secure necessary documents. Furthermore, any non-specific utilities ("house utilities") located on the job site such as, house lights, underground cables, traffic sensors, or any other sub-surface utilities not listed with Miss Utility or any other utility-based organization, is the responsibility of the owner and MAA is not responsible for any damage to these items. Furthermore, owner agrees to correct any problems to these "House utilities" at owner's expense and will do so in a timely manner not to delay schedule. MAA is not responsible for any design or engineering of the site conditions.

**MOBILIZATIONS:** Additional move-ins (Mobilizations) required by the Owner will incur additional charges. See Commencement of Work paragraph below for rates. If the entire design section for the paving is not installed at one time and construction traffic is allowed on the initial course before final surfacing, the owner shall bear the responsibility and costs for all repairs or cleaning which may become necessary. After installation of asphalt is completed, Owner shall be fully responsible for any damage thereto caused by others.

**WARRANTIES:** Upon request, MAA shall furnish the Owner with any warranties (if any) supplied by manufacturers on any materials installed by MAA under this "Contract." The parties agree that MAA is not an agent or representative of the manufacturer and MAA shall not be held responsible for any claims or requests for service under the manufacturer's warranty. All materials are warranted to be as specified and all Work is to be completed in workmanlike manner according to standard practice in the industry for a period of one (1) year. In the event of any defects in an asphalt surface due to faulty materials or workmanship, MAA will repair such surface, or parts thereof, at its expense provided Owner so notified MAA during the one-year period from date of completion. Due to the nature of asphalt, such corrections may be noticeable upon repair. Reasonable efforts will be taken to blend these areas with the existing asphalt; however, time is the best solution for proper blending. This limited warranty does not apply: (i) to the extent Owner fails to properly care for and use asphalt surfaces; allowing traffic on newly sealed or paved surfaces sooner than 24 hours after work is performed (ii) to cracks or other defects resulting from installation over concrete or other surfaces not provided or installed by MAA within the last 12 months; (iii) abnormal vehicular use or constant exposure to oil or other chemicals; (iv) sealants or other materials applied to such surface or unauthorized repairs made by persons other than MAA or performed after October 15th in any given year; (v) Mid Atlantic Asphalt, Inc. does not warranty curb painting (vi) events, occurrences or other factors beyond MAA's control (i.e. severe weather, earthquake, tree roots, vandalism, etc.) or (vii) Owner is in default of financial obligation under this Agreement. This limited warranty is not transferable to any subsequent owner of the property.

**WARRANTIES CONTINUED:** THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MAA AND THERE ARE NO OTHER WARRANTIES OTHER THAN AS STATED HEREIN, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER NATURE, WHICH ARE HEREBY EXPRESSLY EXCLUDED, AND THE REPAIR OF A DEFECTIVE ASPHALT SURFACE BY MAA SHALL BE THE OWNER'S SOLE REMEDY THEREFORE, AND IN NO EVENT SHALL MAA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES EXCEEDING THE TOTAL CONTRACT PRICE.

**COMMENCEMENT OF WORK:** Owner agrees to notify MAA at least twenty-four (24) hours prior to the scheduled time for commencement of the Work if the Work cannot be commenced at scheduled time. In the event of failure of Owner to provide said notification, Owner agrees to pay the following charges as damages for Owner's failure it being agreed by the parties that the exact amount of damages sustained by MAA will be difficult to determine or ascertain: (a) Asphalt patching (\$2,500) + plant fees if required by plant + dump trucks, per job (\$730) per truck per day, (b) Asphalt paving (\$4,500) + plant fees if required by plant + dump trucks per job (\$730) per truck, per job; (c) Sealing (\$2,800) per job; (d) Striping (\$1,000) per job; (e) Concrete (\$3,900) per job; (f) Excavation and/or grading (\$3,500) + dump trucks, per job (\$730) per truck per day per job. (g) 4' or 7' Milling Machine (\$4,500) + dump trucks, per job (\$730) per truck per day per job. (h) Crack Filling (\$1,500) per job; (i) Signs (\$1,000) per job; (j) Bollards (\$1,000) per job; (k) Wheel Stops (\$1,000) per job. Notwithstanding said payments, the "Contract" shall remain in full effect and the above damages shall be paid within (7) days from the date incurred and shall be in addition to the payments due under the "Contract."

**CHANGES TO PLANS:** This "Contract" is based on plans given to MAA on N/A. Any subsequent changes in the plans, which in our opinion affect the contract price will be invoiced to the Owner as an extra to the "Contract" at prices to be negotiated. The Owner shall notify MAA immediately of any such changes. MAA Required 48 hours advance notice for any changes to striping scope of work. Any written changes established in the field without such required notice will require an additional \$250.00 service fee.

**TOWING:** If Mid Atlantic Asphalt, Inc. coordinates the towing of vehicles prior to seal coating or paving, the cost will be \$50.00 per vehicle with a minimum charge of \$125.00 per mobilization.

**CHANGE ORDERS:** Extras and/or change orders will be performed on a time and material or negotiated basis. MAA standard change order forms with all included mark-ups will be used and when signed by the Owner, Director of Operations, foreman or any other agent, servant or employee on behalf of the Owner, will be deemed acceptable by the Owner and represented as a legitimate extra to the "Contract." All Rental(s) and/or T&M invoices will be billed separately and shall be paid separately and not as a change order to the "Contract."



**BONDS:** Unless specifically included in this proposal, all Performance, and/or Payment Bonds are excluded.

**DAMAGES:** MAA must be notified in writing of any alleged damage(s) to existing items within 48 hours of occurrence. If MAA is not notified within 48 hours, it is agreed that MAA will not be responsible for nor will MAA suffer any back charge(s) from Owner regarding the alleged damage. MAA is not responsible for damage(s) due to strikes, fires, accidents, acts of God or any other causes beyond MAA control. If MAA is delayed at any time by an act, breach or neglect as a result of the Owner or Owner's Agent, or from an employee of either, or by a separate contractor engaged by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond MAA's control, then the Approximate Date of Completion shall be extended by a reasonable period of time to reflect the time MAA was so delayed. It is also understood that MAA must use heavy trucks and equipment in the performance of the work. MAA is not responsible for damage(s) to surrounding asphalt or concrete due to the use of these vehicles during normal construction activities.

**BREACH OF CONTRACT:** In the event that the Owner is in breach of this "Contract," and such breach is not cured within five (5) days written notice from MAA, in addition to any other remedies which MAA may have under law or equity, MAA may elect to either suspend or terminate its obligation to further perform any of its obligation under this Agreement, and shall be immediately paid for all Work performed MAA up to the time of such election.

**SPORT COURT TERMS AND CONDITIONS:**

**WARRANTIES:** MAA shall guarantee the materials and workmanship for a period of one (1) year from date of substantial completion. This warranty is limited to the newly installed SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing surface only and does not cover any situations arising from normal wear and tear, negligence, misuse, abuse, vandalism and/or acts of God. The appearance or reappearance of surface and/or structural cracking or any conditions caused by settlement and/or standing water are not covered. MAA does not warranty cracks repaired with SportMaster® Acrylic Patch Binder, SportMaster® CrackMagic or any crack that was repaired by others. MAA does not warranty the SportMaster® ColorPlus™, Dynaflex® Sport Surfacing or the ARMOR® Crack Repair System installed over a rubber matting, a fiberglass membrane or a concrete surface. MAA reserves the right to install either SportMaster® or Dynaflex® products.

**EXTENDED WARRANTIES:** MAA offers a Gold 10-Year Warranty or a Platinum Lifetime Warranty on all structural cracks that were repaired by MAA with the ARMOR® Crack Repair System. The Gold 10-Year Warranty and the Platinum Lifetime Warranty are offered in conjunction with MAA's Annual Maintenance Agreement. If the Owner chooses to no longer maintain the Annual Maintenance Agreement with the Gold 10-Year Warranty or the Platinum Lifetime Warranty, the Customer/Owner must cancel the Contract, in writing, prior to December 31st of any year. If Owner cancels the Annual Maintenance Agreement, the Gold 10-Year Warranty or the Platinum Lifetime Warranty will be null and void.

**WEATHER:** Due to the temperature and climatic conditions, the SportMaster® ColorPlus™ and Dynaflex® Sport Surfacing may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, SportMaster® CrackMagic may not be installed when the ambient temperature is less than 50 degrees Fahrenheit, or when rain is imminent. Due to the temperature and climatic conditions, the ARMOR® Crack Repair System may not be installed when the ambient temperature is less than 65 degrees Fahrenheit, or when rain is imminent.

**PERMITS:** Permits, if necessary, to be obtained by and paid for by others.

**ACCESS:** MAA will be using heavy trucks and equipment to perform the work set forth in this proposal. Proper access to be provided by Customer, or Customer's representative. MAA is not responsible, and Customer agrees to hold MAA harmless for all damage(s) incurred by mobilization through provided access, and to any unavoidable disturbance to the area adjacent to the work (or access route), unless specifically provided for in this contract. The cost to repair any unforeseen failure of the existing sub- base, base, surface or fence system that is encountered during the execution of this contract, will be charged to the Customer on a time plus materials basis. Customer will be responsible for prohibiting access on courts by general public, animals, wildlife, employees, club members and others during performance of our work. Any damages resulting from persons other than employees of MAA shall be the responsibility of Customer.

**VEGATATION:** Vegetative growth on and around court area to be treated with herbicide and/or removed by others, prior to commencement of work. The cost of the removal and or treatment of such vegetative growth shall be paid for by others.

**MOBILIZATIONS:** Quoted price is based upon performing the proposed scope of work in the allotted mobilization(s). Any additional mobilization(s) that are required due to negligence, oversight, or misrepresentation by the Customer (or Customer's representative) or due to events beyond the control of MAA shall result in an additional charge of (\$1,500) per day, to be paid by the Customer. This additional charge will be computed, and subsequently authorized by the Customer (or Customer's representative) prior to any re-mobilization.

**OBSTRUCTIONS:** All obstructions, e.g. divider curtains, ball machines, ball hoppers, etc., which impedes performance of our scope of work, are to be removed by others prior to start of work. All items removed by others are to be replaced by others. Others shall pay for the cost for the removal and replacement of obstructions.

**EXCLUSION:** Crack repair work does not include repairs of cracks around fence post footers.

**CONDITIONS:** This proposal, when executed by the Customer, shall be a binding and enforceable contract between the Customer and MAA. In the event the Customer accepts this proposal, but requires MAA to execute a separate written contract, the Customer agrees that this proposal will be incorporated by reference into and become a part of the separate written contract, and if there are any conflicts between the terms of the separate written contract and this proposal, the terms of this proposal shall prevail. MAA shall not be responsible for the unavailability of supplies/materials or for any delays or delay damages caused by said unavailability of supplies/materials when the shortage is caused by an event beyond MAA's control. In the event MAA's work is impacted, delayed and/or accelerated due to an event or events beyond MAA's control, MAA shall be entitled to recover impact, delay and/or acceleration controversy or claim arising under, or relating to this proposal, or the breach thereof, shall be settled by arbitration if MAA, in its sole discretion elects to arbitrate the controversy or claim in lieu of litigation. If MAA elects to arbitrate; Subcontractor expressly consents to arbitration in Anne Arundel County, Maryland, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Any award rendered in any arbitration arising out of a dispute regarding the work of this proposal, shall be enforceable in the circuit court of any county in the State of Maryland. If MAA in its sole discretion elects to

waive arbitration, any controversy or claim shall be resolved by formal litigation in a court of competent jurisdiction in the State of Maryland, and the Customer consents to the personal jurisdiction of the State of Maryland. This proposal shall be construed in accordance with the laws of the State of Maryland.

NOTICE: (Applicable in Maryland only): All home improvement contractors in Maryland must be licensed by the Maryland Home Improvement Commission. MAA's MHIC#134825. Inquiries about a contractor should be transmitted to the Home Improvement Commission, 501 St. Paul Place, Baltimore, Maryland 21202; Telephone (410) 333-6310.

PAYMENT TERMS: All amounts are due and payable upon receipt of invoice. MAA requires a 33% deposit prior to the commencement of work on all projects over \$5,000. Final payment is due upon substantial completion. The Owner agrees to pay a 2% processing fee for all credit card transactions. The Owner agrees to pay 1.75% interest per month (21% annual rate) on any unpaid balance(s) over 30 days from the date indicated on the invoice. In the event that MAA incurs collection costs on any past due monies, Owner agrees to pay reasonable attorney's fees and any other collection costs incurred by MAA. MAA reserves the right to bill in progress invoices for each scope of work completed. If full payment (including aforementioned late charges) is not received by MAA within sixty (60) days from final invoice date, all warranty rights will be waived.

COMPANY INFORMATION:

PO Box 361

Linthicum, MD 21090

(p) 410-923-5155

(e) info@MidAtlanticAsphalt.com

APPROVAL

This proposal will not be binding upon Contractor until the signed acceptance has been received by Contractor.

Company Name: Mid Atlantic Asphalt, Inc.

Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Customer Acceptance and Work Authorization

The above quote is accepted as written and you are hereby authorized to proceed with the work.

Company Name: \_\_\_\_\_

Billing Point of Contact

Representative Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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





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

DEPARTMENT Yacht Club DATE 3/9/2022  
 ITEM DESCRIPTION Banquet Chairs/Cushions  
 FOR REPLACEMENT OF (if applicable) Yacht Club Furniture  
 RESERVE STUDY - PAGE # 461 LINE# 7.07.13 BUDGET AMOUNT \$ 20,969.74

BIDDER	TOTAL PRICE EACH	DIFFERENCE FROM BUDGETED	COMMENTS
The Chiavari Chair Company 215 SE 10th Avenue Floor 2 Hialeah, FL 33010	\$20,547.68	-\$422.06	Capital for FY 22/23 Staff recommended
Webstaurant Store 40 Citation Lane Lititz, PA 17543	\$26,328.09	\$5,358.35	
Restaurant Furniture 4 Less 4350 Ball Ground Highway Canton, GA 30114	\$27,576.88	\$6,607.14	

DEPT. HEAD <u>[Signature]</u>	DATE <u>3/9/22</u>	APPROVAL <u>[Signature]</u>	DATE <u>3/9/22</u>
ACCOUNTING <u>[Signature]</u>	DATE <u>3/9/22</u>	GENERAL MANAGER	DATE
		BOARD	DATE

\*Please limit 1 item per sheet

# The Chiavari Chair Company

215 SE 10th Avenue  
 Floor 2  
 Hialeah, FL 33010

# Invoice

Date	Invoice
2/16/2022	19678


Name / Address
Ocean Pines Association Stephen Phillips 239 Ocean Parkway Ocean Pines, MD 21811 410-641-7717


Ship To
Ocean Pines Association Stephen Phillips 239 Ocean Parkway Ocean Pines, MD 21811 410-641-7717


P.O. No.	Terms	Rep	Account #
		JR	


Item #	Description	Qty	Price	Total
CXWC-BH-T	Chair Crossback Wood - Chestnut (B Series)	220	72.98	16,055.60
BXWC-ZG-T	Barstool Crossback Wood - Chestnut (Z Series)	20	139.98	2,799.60
CUSHSTRAPBLK-T	Cushion Chiavari - Velcro Strap - Black	250	7.49	1,872.50
TPLYHRD60M-AX-T	Table Plywood Half Round 60", Metal Edge (A Series)	1	109.98	109.98
Discount	****Crossback Promotion, Ends March 1, 2022	220	-13.00	-2,860.00
S02A, Shipping Charge via ...	Shipping Charge via Truck (Quote Valid for 3 Days, Requote Required on 4th Day)	1	2,570.00	2,570.00
	7- 52x48x89 394 lbs. 250 SCH			
	1- 52x48x95 310 lbs. 250			

<b>Subtotal</b>	\$20,547.68
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$20,547.68

 Lancaster Table & Seating Black Chiavari Chair Cushion with Ties - 2" Thick ✕  
Qty: 220  
TOTAL:  
**\$1,386.00**

 HON SH3060ENDK Build 60" x 30" Half Round Natural Maple Laminate Table Top ✕  
Special Order ⓘ  
Qty: 1  
TOTAL:  
**\$264.49**

 Flash Furniture XA-X-BAR-GO-GG Hercules Dark Antique Wood Stackable Cross Back Barstool ✕  
Usually ships in 3-5 bus. days  
Qty: 20  
TOTAL:  
**\$2,899.80**

 Flash Furniture X-BACK-DNAT Advantage Dark Natural Stackable Wood Dining Height Cross Back Chair ✕  
Usually ships in 3-5 bus. days  
Qty: 220  
TOTAL:  
**\$21,777.80**

### Recommended Products

*plus*  Acopa Lunar 6" Round White Coupe Melamine  
**\$29.99/Case**

*plus*  Acopa 5 Gallon Curved Glass Beverage  
**\$69.99/Each**

 Fryclone XL Oil Filter Bag Holder Frame  
**\$30.49/Each**



Subtotal **\$26,328.09**

Ships To **Business** at ZIP/Postal code

Pay with credit card



**HERCULES Series Stackable Mahogany Wood Cross Back Chair**

Item XU-X-MAH-GG

Color: Mahogany



Add Accident Protection

Out of stock. Will ship once available

~~\$297.00~~

\$20,787.80

**\$94.49**



**HERCULES Series Dark Antique Wood Cross Back Barstool**

Item XA-X-BAR-GO-GG



Add Accident Protection

Out of stock. Will ship once available

remove

~~\$357.00~~

\$2,269.80

**\$113.49**



**5-Foot Half-Round Wood Folding Banquet Table**

Item YT-WHRFT60-HF-GG



Add Accident Protection

Out of stock. Will ship once available

remove

~~\$527.00~~

\$114.26

**\$114.26**



**Soft Black Fabric Chiavari Chair Cushion**

Item LE-L-C-BLACK-GG

Color: Black



Add Accident Protection

Out of stock. Will ship once available

remove

~~\$38.00~~

\$2,247.50

**\$8.99**

**Additional Comments:**

**Cart Total**

Order Subtotal

\$25,419.36

Shipping

\$2,157.52

Recalculate Shipping →

**Estimated Total**

**\$27,576.88**

APPLY PROMOTION CODE

**Enter code**

Enter code





ATTACHMENT B
OCEAN PINES ASSOCIATION, INC.
BOARD OF DIRECTORS [YEAR] CANDIDATE REGISTRATION FORM

1. Applicant's Full Legal Name: \_\_\_\_\_
(Attach a copy of a state issued ID)

Property Owned

I have owned property in Ocean Pines since (date): \_\_\_\_\_

List of all Ocean Pines property addresses for which I have an ownership stake:

Four horizontal lines for listing property addresses.

(If your legal name as provided on your state issued ID does not appear on the property deed(s) listed, you are required to attach supporting documentation for proof of ownership.)

Contact Information: Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Primary Phone to use: Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email Address: \_\_\_\_\_

Primary Mailing address if different from above: \_\_\_\_\_

2. Answer yes/no to the following questions. Provide explanatory information for any question to which you answer "yes." These questions are optional.

- 1) Are you an incumbent Director completing a second consecutive full term of office?.....YES\_\_NO\_\_
2) Are you ineligible to vote under section 3.01(c) of the Ocean Pines By-Laws?.....YES\_\_NO\_\_
3) Are you currently an employee of the Ocean Pines Association?.....YES\_\_NO\_\_
4) Have you been convicted of a felony within the past 10 years? .....YES\_\_NO\_\_
5) Are you currently under investigation by Local, State, or Federal Agencies for any alleged crime? YES\_\_NO\_\_
6) Within the past 10 years, have you served on any HOA Board of Directors where you were forcibly removed? .....YES\_\_NO\_\_
7) Are any other owners of the property listed above currently serving on the Board of Directors? YES\_\_NO\_\_
8) If the property listed above is part of a Trust, are any members of that Trust, representing any other real property in Ocean Pines, currently serving on the Board of Directors?.....YES\_\_NO\_\_
9) Do any of the above properties appear on the deed as Corporations, LLC, Partnership or Agency? .....YES\_\_NO\_\_





ATTACHMENT B  
OCEAN PINES ASSOCIATION, INC.  
BOARD OF DIRECTORS [YEAR] CANDIDATE REGISTRATION FORM

(Continued)

**3. The following information is suggested, but optional. Attach related information to this application as you desire:**

- Memberships in social clubs and/or organizations
- Service on any OPA Advisory Committees
- Chairmanship of any committees
- Service on executive board of any organizations in Ocean Pines
- Service in other communities where you have resided
- Education
- Work Experience

**4. Disclosures and agreements**

You agree:

- 1) that you will immediately notify the Association Secretary should any of the information provided on this form change at any time prior to the reading of the votes
- 2) that should any of the information provided on this form be found to be incomplete or inaccurate at any time prior to the reading of the votes, the Association Secretary may have cause to consider rescinding your eligibility as a candidate for the Board of Directors
- 3) that should any of the information provided on this form be found to be incomplete or inaccurate after your election to the Board, the Board may have cause to consider removing you
- 4) that if you are approved as a candidate for the Ocean Pines Board of Directors, information provided on this form will be available to the association members, the public and the media
- 5) that if elected, you will familiarize yourself with the Ocean Pines community governing documents, uphold them, and honor the fiduciary responsibility to the Ocean Pines Association.

To the best of my knowledge, I meet the Director eligibility requirements of Section 5.02 of the Association By-Laws and am willing to serve as Director if elected. To be considered for candidacy to the OPA Board of directors, I must complete this and return it with all required attachments to the OPA Assistant Secretary's office at the Administration building at 239 Ocean Parkway to the attention of the Search Committee no later than 4 p.m. Eastern Standard Time on May 10th of the year of the election. If Association offices are not open on May 10th or not open for a full business day, Candidate Registration forms and attachments are then due no later than 4 p.m. Eastern on the next full business day.

Required Attachments:

1. Copy of a State Issued Identification
2. Supporting documentation of Proof of Ownership as required by Section 1

Optional Attachments:

1. Response to any questions in Section 2 of this form
2. Desired Biographical work experience information per Section 3 of this form

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

For Office Use Only:

Received by OPA Date: Signature: OPA Designee	Received by Association Secretary Date: Signature: OPA Secretary	Verification of Property Ownership Section 1 Above Date: Signature: OPA Secretary	Verification of candidacy pursuant to Ocean Pines By-Laws Section 2 Above Date: Signature: OPA Secretary
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**OCEAN PINES ASSOCIATION  
ADVISORY COMMITTEE APPLICATION**

1. Name of Applicant: GARY MURRAY

2. Address: 23 BEARBERRY RD OCEAN PINES MD 21811

3. Email: GARYRMURRAY@VERIZON.NET

4. Telephone: 301-461-2988 Property Owner for 7 <sup>(MONTHS)</sup> ~~(YEARS)~~

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

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

Potential Term: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> ~ Term will expire: \_\_\_\_\_

6. Why do you want to be on this Committee? I AM RATHER NEW TO OCEAN PINES AND I'VE ALWAYS HELPED MY PRIOR COMMUNITY BY VOLUNTEERING MY TIME. I WANT TO BE INVOLVED!

7. What knowledge/input can you offer to this Committee? I WAS A BOARD MEMBER IN MY PRIOR COMMUNITY AND BEFORE AN ARC MEMBER

Gary Murray Signature 2-12-2022 Date

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1<sup>st</sup> Endorsement from Committee Chairperson:  
 Comment: MR MURRY BRINGS A DESIRE TO SERVE OCEAN PINES AND PREVIOUS BOARD AND A.R.C. EXPERIENCE WITH FAMILIARITY WITH THE PROCESS.

Signature [Signature] Date 4/5/22

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2<sup>nd</sup> Endorsement from Board Liaison to Committee:  
 Comment: Approves!

Signature [Signature] Date 4/10/22

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Board Action: \_\_\_\_\_ Date: \_\_\_\_\_

President's Signature \_\_\_\_\_ Date \_\_\_\_\_

# OCEAN PINES ASSOCIATION ADVISORY COMMITTEE APPLICATION

1. Name of Applicant: Jennifer Cropper Rines

2. Address: 37 Harbormist Circle

3. Email: Jennifer@CropperRines.com

4. Telephone: 443.614.6215 Property Owner for 24 (years)

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

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

Term: 1st 2nd 3rd 6th Term will expire: 04-23-2022

6. Why do you want to be on this Committee? \_\_\_\_\_  
I wish to follow through on the some projects and continue to be involved with the preservation of historic items.

7. What knowledge/input can you offer to this Committee? \_\_\_\_\_  
Many years of participation and chairing the 50th Anniversary committee. Local Real Estate Agent.

Signature: Jennifer Cropper-Rines dotloop verified  
04/11/22 1:44 PM EDT  
ELNT-Z6W3-KPWR-HS4P Date: 04/11/2022

1<sup>st</sup> Endorsement from Committee Chairperson:  
 Comment: I strongly support her continued participation.  
 Signature: Cheryl Jacobs Date: 4/13/2022

2<sup>nd</sup> Endorsement from Board Liaison to Committee:  
 Comment: I strongly support her continued participation.  
 Signature: Asitha Whittley Date: 4/13/2022

Board Action: \_\_\_\_\_ Date: \_\_\_\_\_  
 President's Signature \_\_\_\_\_ Date \_\_\_\_\_