



## **TOWN MEETING**

**August 8, 2024**

**8:00 PM**

**Virtual**

### **AGENDA**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Consent Agenda\***
  - **Approval of Minutes:** (Town Meeting - 7/11/24, Work Session – 7/25/24, Closed Meeting Summary 7/29/24)
  - **Grant Requests**
    - CAACO
- 5. Resident Input** – Public comment period for agenda items and other topics. All comments are limited to 3 minutes. Residents are asked to please state their name and ward. There will not be any additional time for resident input.
- 6. Committee Reports**
  - Recreation Council
  - Cheverly Day Committee
  - Planning Board
  - Board of Elections
  - Ethics Commission
- 7. Approval of Charles P Johnson Engineering Contract\***– The Mayor & Council will review and vote on the contract for Charles P Johnson (CPJ) Associates, an engineering firm that has been doing work for the town.
- 8. Approval of Employment Agreement\*** – Mayor & Council will vote on Town Administrator contract
- 9. Town Administrator Report**—The Town Administrator will provide the Mayor and Council with a report on Town operations and a summary of actions taken.
- 10. Police Report** – Chief Morris will give a monthly report.
- 11. Public Works Report** – Director Brayman will give an update on the Department of Public Works.
- 12. Review the September town meeting agenda and future requests, and the Town Administrator will offer a forecast of the town meeting agenda.** The mayor will seek Council input on agenda items for consideration for future meetings.
- 13. Mayor and Council Announcements** – Opportunity for Mayor and Council to share community happenings and events. The mayor will afford each elected official up to five



minutes to speak. Unused time may not be transferred, and formal council business will not be conducted.

#### **14. Adjourn**

*(\* denotes an agenda item requiring action (typically expressed by a vote) of Mayor and Council.*

*At Town Meetings, resident input is only permitted during the agenda item titled “Resident Input” unless otherwise noted.*

***Please Note: Pursuant to the Annotated Code of Maryland, General Provisions Article, Section 3-305, the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session, the mayor will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.***

#### **Topic: Cheverly Town Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84025983118?pwd=cEhscmU2aEs5MGViaGJnWVh6c1h6UT09>

**Webinar ID: 840 2598 3118**

**Passcode: 213079**

Or One tap mobile:

US: +13017158592,84025983118#

Dial (for higher quality, dial a number based on your current location):

US: +1 301 715 8592



## TOWN MEETING

July 11, 2024

8:00 PM

### Minutes

Meeting called to order at 8:00 pm

**In attendance: Mayor** Munyeneh, **Vice Mayor** Fry, **Council Members** Wade, Watson, Bryner, Dalaker, Garces

Town Attorney: Jason DeLoach

Staff: Town Administrator Dylan Galloway, Assistant Town Administrator Bryon Whittington, Public Works Director Steve Brayman, Deputy Chief Jennifer Krauss, Town Clerk Giselle Richards

Pledge of Allegiance

Motion to remove Approval of Employment Agreement made by CM Fry. 2<sup>nd</sup> by CM Dalaker

Motion to approve the agenda made by CM Dalaker. 2<sup>nd</sup> by CM Fry. Approved unanimously.

### Consent Agenda

- **Approval of Minutes:** (Town Meeting - 6/13/24, Closed Meeting Summary 6/20/24)

Motion to approve consent agenda made by CM Watson. 2<sup>nd</sup> by CM Wade. Approved unanimously.

### Resident Input-

Girls Scout Troop 22029 –

- Request to fix the swing in Town Park
- Add an ADA swing in Town Park

Joyce Lang – Ward 4- Representing Cheverly Woman’s Club

- Will be sharing information regarding rights and responsibility for voting
- Gifted the town two flags to display



Sheila Salo – Ward 2 – University of Maryland seeking recommendations on website for sustainability at your homes.

### **Committee Reports**

**Recreation Council** – No report provided.

**Planning Board** – No report provided

**Cheverly Day Committee** – Gary Beale – Cheverly Day 2024 is 9/28/24

- Food trucks will start at noon -dusk,
- New feature is music & lunch in the park, provided music schedule
- Midway will be back
- Meeting with Public Works, PD and Town Administrator in July
- Seeking sponsorships. Community tables available
- Cheverly 2025 will be October 4, 2025

**Board of Elections** – No report provided.

**Ethics Commission** – No report provided.

**Town Administrator Report** –Town Administrator Galloway provided monthly report.

- Smith & Son's Visit Update – 6/28/24 there was a plant tour. Met executive leadership of Smith & Son's.
- WSSC Visit Update – Field meeting with WSSC on 6/28/24
- SHA DPWT District 5 Site Visit Update – Site visit on 7/3/24. SHA looking to add a left lane on Columbia Park Rd
- Hospital Hill preliminary plan of subdivision
- 5801 Annapolis Rd – Met with Mr. Singh of the developer who purchased 3 parcels from the RDA to build 31 townhomes. The tentative schedule is to obtain permits 2024 & 2025 and to start construction 2026. The town administrator will invite the developer to a future work session.
- The Cheverly Historical District with the inclusion of the Old Forth Ward is now listed on the National Register of Historic Places effective July 5, 2024.
- With the help of Diane Beedle, Director Brayman and Superintendent Cardenas we were awarded the Chesapeake Bay grant of \$50,000 for the design and some of the contract work for the site on Landover Road.
- We received a Project Restore Revitalization grant for the property on 6005 Landover Rd in the amount of \$132,000 to renovate the space and install technology devices. The goal is to renovate the space so that we can provide Wi-Fi computers for use by residents of the Town of Cheverly.
- The town website has been upgraded thanks to Mrs. Jones and staff.



- The town will host 3 Prince George's County Summer Youth Experience Program interns.
- Cheverly Stream Restoration construction has begun.
- Met with representatives from the county Public Works and Transportation and Chair Ivey regarding the upcoming work on 63<sup>rd</sup> pl to extend sidewalks heading toward Gladys Noon Spellman Elementary to address pedestrian safety. The work is set to begin within the following weeks.  
Also discussed the path from Landover Rd to Kilmer Park to not duplicate work.
- CPJ has been providing support to the town regarding infrastructure throughout the town. We will be seeking authorization to enter into a contract with them at the next meeting.
- Town Administrators 5 yr. anniversary is 7/15/24

**Police Report** – Deputy Chief Krauss provided a monthly report.

- New officer starting 7-15-24
- New police records clerk starting 7/22/24
- Hosting open house with open fitness test on site
- Officers attended Critical Incident training
- Columbia Park Rd initiative is still going on
- Cheverly PD supervisors are working with the county PD to establish guidelines for enforcement of car take overs.
- Stop sign initiative underway in the area of 63<sup>rd</sup> & 62<sup>nd</sup> and Kilmer Rd
- National Night Out will be 8/6/24
- The police schedule will be adjusting to 12 hr. work shifts for officers beginning 8/5/24 to with coverage 7 days a week

**Public Works Report** – Director Brayman provided a report:

- Crestlawn & Parkway work is moving forward. Preconstruction meeting will be held next week to produce a schedule.
- Eley Building – The building is being razed sooner than expected to get access to the building site better. The public works crew will be using containers for equipment storage and as an office/break room during the construction.
- Traffic Striping for traffic lines will resume at intersections of Forest Rd, and intersections of Cheverly Ave

**Review of July work session agenda and future requests**

- Redistricting update at work session
- Reducing speed limit on Lake Ave & Newton St from 20mph to 15mph
- Police Accountability group update
- Traffic hotspots throughout the town



- Update on crosswalk at Hillside Ave
- Assistance for Cheverly Station Apt residents regarding AC

**Mayor and Council Announcements –**

CM Wade – 2<sup>nd</sup> Annual Ward 1 Community Day 7/13/24. Funds raised will be supporting Vine Corp

CM Watson – Commend Mt Hope Commission for outstanding Juneteenth Program

CM Dalaker – Enjoyed the Mt. Hope Juneteenth Event. Encourages residents to join Mt. Hope Commission. Encourages everyone to attend /join the Ward 4 Civic Association meets 3<sup>rd</sup> Mondays of the month.

CM Bryner – Thanks staff for good looking website. Reminding everyone about the Genocide going on in Gaza. Thanks to supporters of the call to Cease Fire

CM Fry – Commends Ward 6 resident for being vigilant and reporting a vehicle theft in action.

CGBC Soccer registration open. Special Election for At Large County Council seat coming up.

Mayor Munyeneh – Thanks residents for being ambassadors of Cheverly

Motion to adjourn made by CM Garces. 2<sup>nd</sup> by CM Dalaker. Approved unanimously.



## WORKSESSION

July 25, 2024

7:30 PM

### Minutes

#### **Call to Order:**

Meeting called to order at 7:30 pm via Zoom.

In attendance: Mayor Munyeneh, Vice Mayor Fry, Council Members Wade, Watson, Bryner, Dalaker, Garces

Staff: Town Administrator Dylan Galloway, Assistant Town Administrator Whittington, Chief David Morris, Deputy Chief Krauss, Public Works Director Brayman, Town Clerk Richards

#### **Grant Requests**

- CAACO – Mrs. Brown presented the grant request from CAACO

#### **Speed Limit and Traffic Hot Spot Discussion**

- The town administrator presented a timeline for addressing the townwide speed limit and traffic hotspots.
- Asked council members to provide additional areas that they would like to add.
- Will provide an update at the September town meeting.

#### **Deadline Local Government Equipment**

- The town administrator presented a new plan to deadline vehicles and equipment owned by the town.
- Made recommendation to hold an internal bid before it's made public.
- Will work with the town attorney to develop a policy.

#### **Procurement of Refuse Truck \***

- The town administrator requested approval to move forward with the purchase of a new refuse truck from Grand Turk.

Motion to authorize the town administrator to enter an agreement with Grand Turk to purchase new refuse at \$316,000 from account 700.185 made by CM Watson. 2<sup>nd</sup> by CM Dalaker. Approved unanimously.



**Town Administrator Update** – Town administrator provided an update:

- **Redistricting Update**
  - Draft letter to send to affected homes.
- **Update on Crosswalk at Hillside Ave**
  - A temporary crosswalk will be installed.
- **Clean Water Project**
  - Provided an update on the status.
    1. Fence
    2. Cleared trees
    3. Erosion sedative erosion
- **Erosion on Forest RD site summary**
  - Proposal submitted by Ecosite to address erosion and compaction.
  - \$500,000 grant expected from the state to address this location.
- **Crestlawn & Valley Way Update**
  - Test pits are being complete
  - Estimated work to begin Aug 26
    - 9/11-9/25
    - 9/26-10/22
- Made a recommendation to hold the August town meeting virtually only.
- Playground swings that the Girl Scouts requested have been installed at Town Park.
- Update on the environmental impact of the (Todd Aburn).
- MML is requiring elected officials to attend an ethics training if they are on any board or committee.
- Hospital Hill—The RDA is responsible for security at the site. Cheverly PD is waiting on approval for an MOU to act as an arrangement agent for the RDA and developer. The mayor and council have been invited to tour the site to understand the security plan. There will be a tour of the Walter Reed development on 8/15/24.
- The engineering contract with CPJ is still pending and will be sent to the mayor & council once received.
- Audit update- The town is working with the accountant to send the trial balance of the audit to the auditor. We are currently closing out FY24 books.
- HR manual – working with LGIT to update the HR handbook.
- WSSC Town hall meeting – was held and WSSC took responsibility for subpar work and made a commitment to repair areas that need to be redone with a compaction report.



- Verizon is going to drive around town to evaluate dead zones and townwide coverage.
- The mayor and council will have a team-building event on 8/24/24.
- The first Cheverly Day 2024 planning meeting was held with Cheverly Day, Public Works, Police Dept, and Town administration.
- CM Bryner attended the town hall hosted by Chairman Ivey at Gladys Noon Spellman regarding the sidewalks that will be installed on the county side of Kilmer St. They will be on 63rd Ave & Kilmer and Sullivan Dr & Kilmer. Construction is expected to be from August to November.
- Landover Rd Park at 5701 – CM Wade provided an update on the park. A grant of \$50,000 was awarded to CNPPC for this park.

**Police Chief Report** – Chief Morris provided a report to the Mayor and Council

- Camera up on Columbia Park Rd, Citations being 8/29/24
- National Night Out will be 8/6/24 at Cheverly Station Apartments
- The perpetrator of the home invasions in the town last year, Angelo Scott, has been arrested

**Update by CM Fry and Garces Regarding Cheverly Station Apartments** –

- CM Garces asks that Cheverly PD increase presence to deter individuals from hanging out and drinking in areas outside
- The AC is still an issue at the complex. Would like to address/explore ways to avoid these issues next year.

**Review of August Town Meeting Agenda and Future Requests -**

- Financial Review at the Sept Work Session
- Closed session on 7/29/24 at 7 pm for personnel and legal advice
- Homestead tax credit for the Sept meeting
- Move with the Mayor Campaign Health & Wellness Walk 8/10/24 @ 10am starting in Boyd Park
- Historic Preservation application for oral history

Motion to adjourn at 9:40 pm made by CM Bryner. 2<sup>nd</sup> by CM Garces. Approved unanimously.



## **Town of Cheverly**

### **Closed Session**

#### **Summary**

**07/29/24**

Town of Cheverly Closed Session Summary: Monday, July 29, 2024 the Mayor and Council of the Town of Cheverly met virtually in closed session with the Town Attorney to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; to consult with counsel to obtain legal advice and to consult with staff, consultants, or other individuals about pending or potential litigation.

## GRANT ACQUISITION AGREEMENT

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

Name: Barbara Brown Phone: 202-670-6418

Address: 6452 Forest RD  
Cheverly, MD 20785

Organization: Civic African American Community Organization (CAACO)

- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.
- As duly authorized by the above named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff the manner in which expended.
- Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30<sup>th</sup>

I also understand that the funds provided are not for my own personal use, and that violation of this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.

Date: 8-10-2024

  
Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

*THE PURPOSE OF THE GRANT REQUEST.*

*A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.*

*A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.*

*A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.*

*THE OVERALL BENEFIT TO THE COMMUNITY.*

## **CHEVERLY GRANT REQUEST**

The Civic African American Community Organization, (CAACO) is requesting a grant to host our 4th CAACO Annual Community Day and Back-To-School supply distribution on August 10, 2024. The grant request is presented below.

### **GRANT PURPOSE:**

To facilitate the CAACO Annual Community Day and Back-To-School supply distribution event. This event is an opportunity for all residents in the Cheverly community, to come together, interact with one another, and meet our neighbors. Additionally, back-to-school supplies are provided to the children in attendance to help get the school year off to a positive start. The children get to participate in activities with their families and friends.

The event is scheduled for Saturday August 10, 2024, from 12 PM to 4 PM in the parking lot of the Cheverly United Methodist Church located at, 2801 Cheverly Avenue, Cheverly, MD 20785. We plan to have food trucks, shaved ice, family entertainment, and games area.

### **REQUESTED FUNDS:**

Food Vendor	\$ 1200.00
Porta Potty (2)	200.00
Entertainment	<u>600.00</u>
<b>TOTAL:</b>	<b><u>\$ 2,000.00</u></b>

### **COMMUNITY BENEFIT:**

CAACO is honored to be hosting our 4th CAACO Annual Community Day and Back-To-School supplies event. The event will provide for students in our community and vicinity, a chance to come out and have some good old fashion fun as we whine down from the summer break from school. This also demonstrates CAACO's continued commitment to engage in community awareness and administer community focused activity events.

**Barbara Brown**

**CAACO President**

## **ENGINEERING CONSULTANT'S AGREEMENT**

THIS ENGINEERING CONSULTANT'S AGREEMENT ("Agreement"), by and between The TOWN OF CHEVERLY, hereinafter called "The Town", a municipal corporation of the State of Maryland, whose address is 6401 Forest Road, Cheverly, MD and CHARLES P. JOHNSON & ASSOCIATES, INC., hereinafter called the "Consultant", located at 6305 Ivy Lane, Suite 710, Greenbelt, Maryland 20770, each individually a party and, collectively, the parties.

**WHEREAS**, The Town, requested proposals for Consultant/Engineer Services, and the Consultant was awarded a contract based upon their "Statement of Qualifications" and "Hourly Rate Sheet" pursuant to the request for performing Engineering Services for future projects; and

**WHEREAS**, The Consultant desires to provide engineering services on an as requested basis; and the Town desires that Consultant provide such services; and

**NOW, THEREFORE**, in consideration of the forgoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services as requested by the Town and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.
2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town, provision of services with respect to civil and site engineering. All services shall be described in a per task scope of work approved by the Town describing the services and a not to exceed cost therefore based on hourly rates stated in this Agreement. The Town shall furnish any and all information relevant and relating to the Scope of Services in its possession or secured at a later date, including reports, plans, drawings, surveys, deeds, topographical information, reports, etc. The Town shall also provide for Consultant's right to enter as necessary, property owned by the Town or others so Consultant may perform the services requested.
3. **Payment.** The Town shall pay the Consultant within 30 days of the submission of an invoice by the Consultant and acceptance of same by The Town.
4. **Term of Agreement.** The term of this Agreement is two years from the effective date, with three additional, consecutive option years if approved by the Town. All work shall be performed at the request of the Town. It is understood by the parties hereto that time is of the essence in the completion of the approved services under this Agreement.

5. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the hourly rates contained the Consultant's Statement of Qualifications dated July 30, 2024, attached hereto as Exhibit A and incorporated herein by reference. Any increase in price after the second year of the term shall be negotiated by the parties.

The not to exceed contract price for each project or task shall be included in a Town approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-approved by the Town.

All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc. are included in the hourly billable rate. The Town shall pay the Consultant for approved tasks on a monthly basis subject to receipt and approval of an invoice by the Town's Treasurer. All services related to this Agreement will be provided by the Consultant on an as-requested basis as directed by the Town in writing. Such services shall be billed to the Town at hourly rates referenced herein.

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

- A. Exhibit A – Consultant's Statement of Qualifications dated July 30, 2024
- B. Required affidavits and certifications
- C. All approved tasks scope of work and not to exceed costs

D. Certificate(s) of Insurance and additional insured endorsement

8. **Non-discrimination.** The Consultant shall not discriminate against any individual because of race, gender, age, color, national origin, disability, sexual preference or gender reclassification. If the Consultant is determined to be in violation of Federal, State, or County non-discrimination laws by an order, opinion, or a decision of a Maryland court or an administrative body or agency, this Agreement may be terminated or suspended in whole or in part by the Town, and the Consultant may be declared ineligible for any future contracts with the Town.

9. **Insurance.** The Consultant shall maintain the following insurance policies during the term of this Agreement: Broad Form General Liability \$2,000,000 combined single limit for property damage and bodily damage; Business Automobile \$1,000,000 combined single limit for property damage and bodily injury; Worker's compensation statutory limits; Professional errors and omissions. The Consultant shall maintain a policy with limits of not less than \$2,000,000 each claim/ aggregate and an Umbrella of at least \$2,000,000. All policies except Workers' Compensation and Professional Errors and Omissions shall name The Town of Cheverly as an additional insured. Consultant shall give written notice to the Town within 24 hours of receipt of any notice of cancellation, non-renewal or any other modification of any of the insurance policies required under this Agreement, . Certificates of insurance evidencing such coverages are to be supplied to the Town at the time of Consultant's execution of the Agreement and in any event prior to beginning any work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in this Agreement, or for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

10. **Standard of Care.** The Consultant and any sub-contractor shall exercise a normal degree of skill and diligence to effectuate the services and duties required, and shall perform at or above the prevailing professional standard of care applicable for the same or similar services. Consultant may be subject to liability associated with the negligent act or material breach of this Agreement, including consequential, delay, error, omission and premium costs, in failing to maintain the prescribed professional standard of care.

11. **Indemnification.** The Consultant shall be fully liable for and shall defend and indemnify the Town, its officers, employees, agents, and representatives, and shall require that each subcontractor defend and indemnify the Town, its officers, employees, agents, and representatives, from and against any and all actions, liabilities, claims, demands, damages, liens, costs and expenses, including attorneys' fees, of any kind arising from or in any way connected with the performance or breach or lack of performance of this Agreement, or the services provided under this Agreement, or any negligent act or omission of Consultant, its agents, servants, representatives, officers, employees or Sub-Consultants. The Consultant's duty to indemnify the Town shall be limited to the

extent such provisions or indemnity is covered by the design professional's professional liability insurance.

12. **Right to Rely.** The Consultant shall be entitled to rely on, and shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the Town and the Town's other consultants. The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information provided by Consultant shall be a material breach of this Agreement and is grounds for the Town to terminate this Agreement.

13. **Attorneys' Fees.** In any litigation between the parties arising from or relating to the Agreement and/or Contract Documents, the losing party shall reimburse the prevailing party for all reasonable attorneys' fees incurred by the prevailing party as awarded by a court of competent jurisdiction, including, but not limited to, attorneys' fees incurred by the prevailing party in any post-judgment or post-award proceedings and any fees incurred on appeal. The right to collect such fees does not merge into the judgment or award.

14. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with the contract documents, each of which shall constitute a material breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated, or to prepare a plan agreeable to the Town to correct or remediate such breach in a timely manner. Should the Consultant fail to prepare such a plan or, having done so, to commence such correction or remediation no later than 10 days after receipt of notification, the Town may immediately terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have. Delayed or non-payment for services beyond 90 days of invoicing, with no indication from the Town of defective services, may be deemed by consultant as cause for the pause or suspension of services under this agreement.

15. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the date on which the Consultant receives notice of such termination.

**16. Materials.**

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town of Cheverly.

B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for review remain the property of the Town and may not be duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and sub-contractors, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Town. This subparagraph (D) does not apply to records or documents which are in the public domain or available to the public in a printed publication through no act or failure to act on Consultant's part, or which Consultant may hereafter receive from another party which did not receive the information directly or indirectly from the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

17. **Permits, Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall comply with all applicable laws and regulations. Requirements for obtaining permits shall be determined in each task order.

18. **Assignment Prohibition.** The Consultant shall be prohibited from assigning or transferring any rights under this Agreement without the prior written consent of the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

19. **Entire Agreement.** This document and the Contract Documents incorporated herein contain the entire agreement between the parties and shall not be modified except in writing and signed by the parties and attached hereto.

20. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Maryland, excluding its conflicts of laws rules, and enforced in any court of competent jurisdiction in Prince George's County, Maryland.

21. **Waiver.** The failure of the Town to enforce any part of this Agreement shall not be deemed as a waiver thereof.

22. **Recitals.** The recitals set forth above shall be incorporated in this Agreement.

23. **Notices.** All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight carrier to the parties at the following addresses:

To the Town:

Town Manager  
Town of Cheverly  
6401 Forest Road  
Cheverly, MD 20785

To the Consultant:  
James Fetchu  
Contracts Administrator  
Charles P. Johnson & Associates, Inc.  
1751 Elton Road  
Silver Spring, MD 20903

**24. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**25. Interpretation.** Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing to Consultant by the Project Manager. By execution of this Agreement, the Consultant certifies that it understands the terms and specifications as set forth in the Contract Documents.

**26. Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the prior written consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work delegated to the subcontractor. There shall be no contractual relationship between the Town and the Consultant's subcontractor.

**27. Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the Town and Consultant. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

**28. Execution of Agreement.** This Agreement may be executed in multiple counterparts and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

**IN WITNESS WHEREOF**, Charles P. Johnson & Associates, Inc. and the Town of Cheverly have executed this Agreement on the date set forth below.

**Charles P. Johnson & Associates, Inc.**

By: 

Name: James Fetchu

Title: Contracts Administrator, Corporate Center

Date: July 30, 2024

**The Town of Cheverly**

By: \_\_\_\_\_

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

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

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

# Town of Cheverly

## On-Call Civil and Site Engineering Services

Statement of Qualifications



6305 Ivy Lane, Suite 710  
Greenbelt, MD, 20770  
301-222-0600

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## Cover Letter

TOWN OF CHEVERLY  
6401 Forest Road  
Cheverly, MD 20785

Re: **ON-CALL CIVIL AND SITE ENGINEERING SERVICES**

Charles P. Johnson & Associates, Inc. (CPJ) is pleased to submit the enclosed Statement of Qualification for your review and use.

We are a full-service civil engineering firm that has provided quality surveying, engineering, and land planning services to both the public and private sector since 1971. We are comprised of approximately 100 talented employees including licensed engineers, professional surveyors, and registered landscape architects. CPJ is a Corporation organized under the laws of the State of Maryland and a Prince George's County Certified Located Business. Our Public Sector Division is in the Greenbelt office just minutes from Cheverly and will be providing services to the Town under this contract. Our Maryland corporate division office is located in Silver Spring, MD and will assist with additional manpower if needed. We also have specific expertise in our other nearby office locations in Annapolis, and Frederick, MD.

CPJ is experienced in town engineering having performed these services for many local municipalities including but not limited to Bladensburg, Capitol Heights, Cottage City, Glenarden, Hyattsville, University Park, Berwyn Heights, Greenbelt, College Park, Bowie, Thurmont, Gaithersburg and Rockville. These services have included topographic surveys, boundary surveys, annexation support, site improvements, utility surveys, easement document preparation, tree surveys, metes and bounds descriptions, civil and environmental site design, stormwater management design, ADA compliance, roadway maintenance, and permitting.

In summary, CPJ's team has a dedicated, experienced, educated, and competent staff that is well suited for this contract. We thank you for your consideration.

Sincerely,



James Fetchu

Contracts Administrator

## Cheverly and CPJ – A Shared Vision of Success

Charles P. Johnson & Associates, Inc. (CPJ) is a proven design firm ready and eager to provide superior civil and site engineering, surveying, landscape architecture, stormwater management and ecological services. We are focused on furthering environmentally-inspired design that serves the needs of the public. Our design tradition of public site development is rich and offers time-tested precedents from which to draw examples of excellence in site design.

Founded as a Professional Association of partners and associates in 1971 under the name of Johnson, McCordic & Thompson, P.A. in Silver Spring, Maryland. The firm continually expanded until 1988, where the firm split into two separate entities, JMT and CPJ. Charles P. Johnson & Associates, Inc. (CPJ) is now a fully employee-owned full-service civil engineering firm that provides quality surveying, engineering, land planning, landscape architecture, and environmental services to both the public and private sector. We are comprised of over 100 talented employees including professional land surveyors, licensed engineers, certified arborists, and registered landscape architects.

Our corporate motto is ‘A Shared Vision of Success’. It is part of our relationship with each client and all of our employees. It represents how we approach every project and how we make every decision. We look for opportunities and not problems. Our understanding of success for this contract is to provide the Town with timely and cost effective engineering services to capitalize on the opportunities presented.

### Firm Experience

CPJ has held on-call multi-disciplinary contracts since 1998 for counties and municipalities within the Washington D.C. and Baltimore metropolitan areas. During performance of these contracts, CPJ has provided a wide array of services including the design of civil engineering structures and facilities, and standard and specialized surveys. Under our current contract with the Town of Bladensburg CPJ has worked closely with City staff on several street improvements projects and scoping services for a new municipal center. With eight other municipal current on-call contracts in place, CPJ continues to meet planning, design, permitting, and construction management, program management and NPDES (MS4) program support needs of our clients.

CPJ’s list of public clients includes:

- Chevy Chase Village
- City of College Park
- City of Greenbelt
- City of Bowie
- City of Hyattsville
- City of Rockville
- City of Gaithersburg
- City of Frederick
- Town of Bladensburg
- Town of Cottage City
- Town of Capitol Heights
- Town of University Park
- Town of Chevy Chase View
- The Columbia Association
- Town of Thurmont
- Town of Berwyn Heights
- Maryland – National Capital Park and Planning Commission (Montgomery and Prince George’s County)
- Montgomery County, MD
- Prince George’s County
- Maryland Department of Environment
- Maryland State Highway Administration
- Howard County, MD
- Baltimore County, MD
- Frederick County, MD

- Wicomico County, MD
- Washington County, MD
- Loudoun County, VA
- Potomac Electric Power Company
- National Institute of Standards and Technology
- Johns Hopkins University
- University of Maryland
- Federal Bureau of Investigation
- US Army Corps of Engineers
- Washington Suburban Sanitary Commission
- Maryland Environmental Service

CPJ has years of experience working with various County and Municipal agencies on similar on-call contracts in the DC Metropolitan Area. This experience has allowed CPJ to develop an excellent knowledge base of the scope of services required, and how to effectively allocate resources to achieve individual project goals and schedules, often amidst competing interests and priorities.

### Civil Site Design Services

Design innovation is a strength of the CPJ team. We find that through exploration of function, systems and relationships we are able to approach the design process as an opportunity to uncover and maximize the potential of each site. CPJ has found that this type of open and integrated process expands our thinking beyond the potential limitations of program and capacity and enables us to arrive at innovative solutions. Significant factors in the process include observing the natural characteristics of the land; considering the relationship of the site to larger natural and built systems; weighing the impacts (environmental, visual, functional) of the final product on the site and surrounding area; and reviewing the entire open space system within the site. Because we view this as an essential part of innovation, we strive to integrate the physical characteristics of the site and the program into one composition while balancing the spatial and technical requirements for each proposed element and the potential positive or negative impacts to the community.



### Traffic Engineering

CPJ has a long track record of providing municipal traffic engineering services that are essential for ensuring the safety and efficiency of transportation systems to our public clients. These services include street and sidewalk condition assessments, signage and striping plans, traffic control plans, transportation safety plans, alignment studies, street lighting plans, traffic signal design, plan review, permitting, expert witness services, and in-house staffing. Municipal traffic engineering services can also involve capacity analysis, traffic impact studies, roadway design, traffic speed and signing studies, sight distance evaluations, and grant applications. The application of sound engineering practices and innovation is vital to make these systems function at their full potential at a reasonable cost.

Municipal traffic engineering services are not only essential for ensuring the safety and efficiency of transportation systems in cities and towns, but also for improving the quality of life of the residents. CPJ has helped many of our municipal clients evaluate and find solutions to reduce their traffic congestion, improve air quality, and promote sustainable transportation options. Our expertise and design services can also help to reduce the number of accidents on the road by implementing safety measures such as speed limits,

traffic calming measures, and pedestrian crossings. In addition, these services can help to improve accessibility for all road users including pedestrians, cyclists, and public transport users. By providing a comprehensive range of municipal traffic engineering services, CPJ can help the Town of Cheverly ensure that their transportation systems are safe, efficient, and sustainable.

### **Plan reviews and Inspections**

Inspection services are crucial for ensuring the safety and compliance of buildings and infrastructure in municipalities. CPJ provides inspection and plan review services to our clients to ensure that their buildings and infrastructure are safe, up to code, and meet the necessary standards. Our engineers, landscape architects, and inspection staff are experienced in plan review and inspection services with an emphasis on ensuring the work is in compliance with all relevant regulations and codes. Inspection services can also help to identify potential issues before they become major problems, saving time and money in the long run.

CPJ has been the leader in providing inspection services to local jurisdictions to meet their National Pollutant Discharge Elimination System (NPDES) regulations for over 25 years. Our dedicated inspection program prides itself on the environmental and economic benefits we have offered to so many of the counties and municipalities in the Washington D.C. Metro Area. Our engineers and inspectors are diligent, thorough, and committed to the success of the program. CPJ can immediately provide up to (20) inspectors just from CPJ staff alone with additional specialized inspectors available through our subcontractor relationships. Each CPJ inspector is first aid, CPR, and OSHA confined-space trained and certified.

### **Surveys**

Surveying is an integral part of CPJ services since its founding. Most public works projects start and end with surveying being a vital component. CPJ has experience working with municipalities and counties for a vast array of needs. With the sound philosophy of investing in our employees by encouraging their participation in continuing education and involvement in professional associations, we believe that we can provide a superior service at a competitive price. CPJ has also made a commitment to invest in the latest surveying technology to ensure that we maintain a high level of efficiency enabling us to pass on savings to our clients.

CPJ's philosophy of reliable, swift, and accurate service is maintained throughout the project development process but begins and ends with surveying. As long-standing members of the development community, we also understand the importance of positive communication with our clients. The result is a team of survey professionals who have the flexibility, expertise, and determination to provide the quality of service that is absolutely essential.

Our experienced personnel are complemented by state-of-the-art computer and field equipment. All field crews are equipped with electronic instruments and measuring devices with integrated data collectors that allow for the direct transfer of field information into our computer system on the fly from any jobsite for utilization by the field supervisors and the engineering and planning design staff. The ability to collect and process this information precisely and quickly enables us to meet our clients' needs in a timely and economical fashion.

In addition to our experience, CPJ has on staff 9 licensed Land Surveyors and 15 NSPS Certified Survey Technicians. We are licensed in Maryland, District of Columbia., Virginia, and Delaware. Furthermore, CPJ is at the forefront of technology in office systems. We are equipped with cutting-edge surveying equipment including robotic total stations and real time GPS/GNSS data collection.

## Specialized Experience

### Public Sector Division

CPJ is unique in that we have separate divisions for public and private engineering. While the engineering areas overlap and can be considered redundant, we have learned that the client needs of public agencies and that of private developers are very different and require different approaches. This division of services allows us to concentrate on perfecting the service deliverables to each clients specific needs.

Our Public Sector Division has specialized in providing municipal engineering services throughout the DC region. We understand the needs of municipalities and the constraints that they have. Our staff members are familiar managing and working with subconsultants to deliver the one stop shop needed by most government entities. We have assisted on everything from feasibility studies and cost estimating to help agencies budget for future projects; to assisting on grant applications for funding assistance. We also have vast experience in public outreach and presentations to the general public, interest groups and even Town Councils. This focus on public agencies has let the CPJ Public Sector Division become the civil engineer of choice for many Maryland municipalities.

### Prince George's County Permitting

CPJ has long history with Prince George's County. From our founding in the DC region 48 years ago to today; we have lived, played and worked in Prince George's county. We currently hold a County Located Business certification with Prince George's County Supplier Development & Diversity Division. Not only is our staff knowledgeable about the County's permitting process, our current Director of Operations, Dr. Haitham Hijazi had a distinguished 25 year career within Prince George's County Government. First at the County's Department of Public Works and Transportation (DPW&T) and then at the Department of Permitting, Inspection and Enforcement (DPIE). At DPW&T, he directed and was responsible for as many as 450 employees and strove to ensure the highest degree of public service in the County's public roadway system, public transit systems, and storm drainage infrastructure.

Haitham's major career accomplishment was overhauling and consolidating Prince George's County permitting, inspection, and enforcement processes that were scattered across seven agencies and offices into a one-stop center now known as DPIE.

Haitham now brings his expertise to CPJ and our clients.

## Typical Approach and Methodology for Task Orders

CPJ's approach to providing services under on call contracts as described in this RFP is to provide a basic framework of guidelines to accomplish project tasks in a timely and cost-efficient manner while allowing for flexibility based on the specific project goals and requirements.

This process begins with the identification of a problem or a project need by the Town. The project is then presented to CPJ's project manager either with a full scope of services from which CPJ can produce a competitive bid or as an identifiable problem from which a scope of services can be produced to solve the problem. The full development of the scope of services is an important step in the success of the project. Often, project budgets leave little room for adjustment so CPJ staff takes extra precautions to identify any potential problems or action items that may arise during the project. Prior to submission of a cost proposal, CPJ staff normally will conduct a site visit and review existing documentation to identify potential gaps in information and design issues. Once a scope of services has been identified and agreed upon, hours are estimated for the completion of each task. The hours are then multiplied by the previously negotiated rate table fees and compiled into a cost proposal. Upon review and acceptance by the Town, a Purchase Order is written and a notice to proceed issued.

Upon receipt of the notice to proceed, CPJ begins the assessment phase of the project. For most design projects, this involves developing base plans and compiling existing data into a usable project format. The assessment phase may also require gathering more specific information such as topographic survey, geotechnical investigations, utility locating, and natural resource delineations. The end product of the assessment phase is normally a set of base information including site plans and computations which can be used in the design phase.

The design phase of the project normally consists of three distinct steps. The first step is to create one or more concepts to meet the project goals. This step is normally completed in concert with a project kickoff meeting at the site with all affected parties including Town staff, landowners, utility and agency representatives, and other stakeholders. It is important to restate the goals at the project kickoff meeting and obtain input at this early stage to guide the project to an end product that meets the needs of the Town.

Once a concept plan is agreed upon, CPJ begins the design development stage of the project. During this stage the concept is expanded to include more specific detailing and layout issues such as forest conservation, sediment control, stormwater management, access, preliminary cost estimates, and constructability. The design development drawings are reviewed in house for quality control and assurance before distribution to stakeholders for review comments and permitting application.

The final step of the design phase is a review period. During this period, CPJ continues to refine the design and begins preparation of the construction specifications and final construction drawings. Once the comments are received from all parties, CPJ coordinates all the design comments and responds to each reviewer individually, on a point-by-point basis, as to why comments were accounted for or considered and dismissed. If necessary, all conflicting comments are addressed immediately so that the stakeholders can come to an early agreement on the best and most cost-efficient solution. The final construction drawings are then presented to the client for a final review before final permitting.

As permits are obtained, CPJ will assist the Town with the selection of a contractor either through an existing on-call contract or a competitive bid process. CPJ then works in concert with Town staff and the contractor to ensure the project is built in a timely and cost-effective manner according to the approved construction

drawings and specifications. CPJ believes that regular communication throughout the project is important, however, it is key during the construction period. CPJ makes every effort to have daily communication with the contractor either through site visit or telephone. Regular progress meetings, every two weeks at a minimum, between all affected stakeholders is also important to maintain focus and identify potential problems and opportunities. Upon completion of the construction phase, CPJ conducts a substantial completion inspection and prepares a punch list of items to be completed before the site is demobilized. CPJ will also work with the contractor to prepare or review as-built drawings of the project and conduct periodic monitoring if requested by the Town.

CPJ's Public Sector Division has successfully completed projects for numerous agencies and, through these projects, has found that listening to the client's needs and meeting schedules has been instrumental to both the success of the projects and the success of our firm. CPJ prepares a schedule for every project, no matter how small, and regularly updates this schedule throughout the project. We have found, through working with local, county, and state agencies that preparing a workable schedule and adhering to it is of the utmost importance.

From our extensive experience with previously developed areas, CPJ has found the importance of accurately locating and accounting for existing utilities. At the very beginning of every project, CPJ requests utility information from all local and regional utility companies. Failure to perform this due diligence early in the project can result in cost overruns and broken schedules later in the project.

Although each phase of a project is important, the construction phase is a very important phase to CPJ. The old adage 'time is money' cannot be stressed enough. CPJ's Public Sector Division has been involved in many construction projects and we understand that even with the most thorough planning and survey, unforeseen conditions may occur in a project. If an unforeseen condition occurs where the contractor must stop work, CPJ immediately gets involved to mitigate the problem by finding a solution that can keep the construction contractor working. CPJ knows that the contractor may have equipment, material, employees, etc. on the site and if there is a work stoppage, the contractor may issue a change order for lost time and money due to that work stoppage. Therefore, CPJ makes it a top priority to find an economical solution in a timely manner. In CPJ's opinion, the success of our projects and the success of our firm comes from providing quality services in a timely and economical manner and establishing productive healthy partnerships with our clients.

## Previous Projects

### Peppermill Community Center

Landover, Maryland

#### Client Contact:

Kofi Ansu

Project Manager

6600 Kenilworth Avenue

Riverdale, MD 20737

Email: kofi.ansu@pgparks.com

Phone: 301-699-2452

#### Project Description:

CPJ was the Civil engineer for the design of Addition and Renovation of the Peppermill Community Center. This design/build project was for the Maryland-National Capital Park and Planning Commission (MNPPC). CPJ was a sub-consultant to Scheibel Construction to provide all civil site engineering and surveying services for this design/build project.

Our scope of work included:

1. site construction plan preparation
2. civil design specifications
3. permitting

CPJ prepared a construction plan set based upon field survey information and a site concept layout provided by M-NCPPC. The set included plans for demolition of existing infrastructure, sediment and erosion control, fine grading to ensure compliance with current ADA guidelines, detailed hardscape design (e.g. outdoor plaza areas, a maintenance access aisle, an emergency vehicle turn around, access walks from the right of way to the facility, existing asphalt trail reconfiguration), landscaping, tree preservation, paving, signage, road frontage improvements, storm drain, and storm water management.

It also included both designing new private water and sewer lines and infrastructure for the site, as well as securing permits for the connection to public lines and the abandonment of existing lines.

CPJ worked closely with all governing regulatory agencies to attain required permits for construction. Peppermill Community Center has been completed and is a great amenity to the community.

#### Similarities to Contract

- ✓ Civil Site Layout
- ✓ Surveying
- ✓ Grading
- ✓ Landscaping
- ✓ Utilities
- ✓ Stormwater Management
- ✓ ADA compliances
- ✓ Storm Drain
- ✓ Public Road Improvements



## Rockville Parking Lot Improvements

Rockville, Maryland

### Client Contact:

Mauricio Daza, Parks and Facilities Development  
Coordinator

Recreation and Parks Department

P: 240-314-8608

C: 240-876-1400

Email: [mdaza@rockvillemd.gov](mailto:mdaza@rockvillemd.gov)

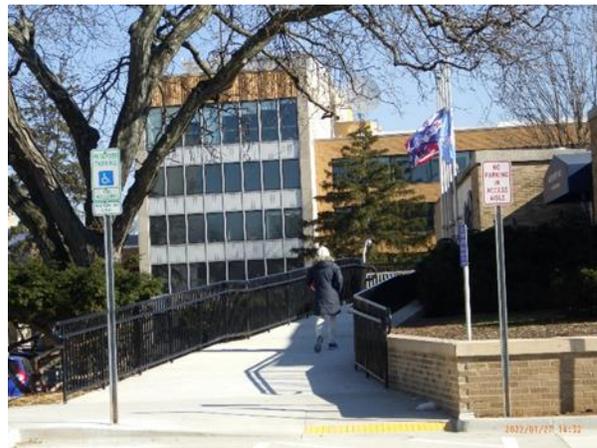
### Similarities to Contract

- ✓ Low Impact Development
- ✓ Biorententions
- ✓ Land surveying
- ✓ Wetland Plantings
- ✓ Environmental Permitting

<b>Design Cost-</b>	<b>Estimated: \$27k</b>	<b>Actual: \$27k</b>
<b>Execution Time-</b>	<b>Estimated: 1 year</b>	<b>Actual: 11 months</b>
<b>Construction Cost-</b>	<b>Estimated: \$149k</b>	<b>Actual: Unknown</b>

### Project Description:

CPJ has been involved in two traffic and civil engineering projects at Rockville's City Hall. In 2010 the City contracted CPJ to prepare engineering plans for improvements to the Rockville City Hall parking lot. The City of Rockville wished to create a secure access to the parking lot by installing gates at the lot's entrance and exit points. CPJ determined the best locations for the gates and revised the parking lot to accommodate the gates. Additionally, CPJ determined where to run the electrical conduit for the gates. The electrical source was provided from an existing building and the conduit was run to the gates. The conduit was designed to avoid impacting existing trees, parking, and buildings. New curb was designed to accommodate the gated entrances.



CPJ also designed a new portion of sidewalk to provide better access from Maryland Avenue, which runs adjacent to the property, to the City Hall entrance. The sidewalk was to be constructed within a narrow area. A few bushes needed to be removed and a small wall needed to be constructed to hold back the existing grading. Handicap accessible ramps were installed at all new ramp locations and at a few existing locations. Additionally, an existing portion of a drainage channel was modified to run underneath of the sidewalk via a French drain system. New signs were included throughout the parking lot to explain the changes to the parking configuration.

In 2021 CPJ was awarded a task order for the preparation of permit approved design documents for the renovation of the upper parking lot and accessible ramp for the main entrance at City Hall. The purpose of the renovation was specifically to address items noted as non-compliant for accessibility egress at City Hall such as relocating accessible parking spaces and correcting the slope of the ramp from the accessible parking spaces in the northeast corner of the parking lot to the main entry.

**Dale Drive**

Silver Spring, Maryland

**Client Contact:**

Brian Lewandowski

Maryland-National Capital Park and Planning Commission

Montgomery County Parks Department

2425 Reedy Dr., 11<sup>th</sup> Fl

Wheaton, MD 20902

Tel: 301-495-2516

**Similarities to Contract**

- ✓ Civil Site Layout
- ✓ Surveying
- ✓ Grading
- ✓ Landscaping
- ✓ Utilities
- ✓ Stormwater Management
- ✓ Storm Drain
- ✓ ADA compliances

**Design Cost-**        **Estimated:** \$31K    **Actual:** \$31K  
**Execution Time-**   **Estimated:** 1 year   **Actual:** 1 year  
**Construction Cost-** **Estimated:** Unknown   **Actual:** Unknown

**Project Description:**

Maryland-National Capital Park and Planning Commission contracted with Charles P. Johnson & Associates, Inc. (CPJ) to develop construction drawings for the retrofitting of the Dale Drive Neighborhood Park. The existing park included a parking area, a picnic area and a playground and is situated on 15.73-acres in Silver Spring, Maryland. The retrofit included the removal and replacement of an existing playground, updating park amenities such as paths, parking, and recreational areas to meet current ADA compliance, and installing ESD stormwater facilities.

The ESD stormwater facilities included an infiltration trench type facility (constructed to collect and filter off-site runoff generated by a portion of Dale Drive and Hartford Avenue), a swale with lined with bio-media, sand and stone (constructed on the outer edge of the parking area used to filter runoff), and a playground with a pervious play surface with sand and stone beneath (used to filter runoff generated by the asphalt path). The low impact development (LID) retrofit options mentioned above will assist M-NCPPC in compliance with its Municipal Separate Storm Sewer System (MS4) Permit.

A storm drain network consisting of 12" HDPE pipes has been proposed as part of this design to outlet major storm events from the proposed Modified DEP Retrofit Facility #1 and Modified DEP Retrofit Facility #2. The storm drain system will outfall at an endwall that will be placed along the banks of Sligo Creek surrounded by existing boulders for dissipation.

CPJ responsibilities included obtaining all permits and plan approvals from multiple agencies and coordinating with the major utility companies. The basic requirements for redeveloping a site required that the following plans were prepared: existing conditions plan, demolition plan, NRI/FSD plan, stormwater management concept plan, sediment control plan, storm drain plan, paving plan, lighting plan, park amenity plan, floodplain study, WSSC plan, and ADA access plan.

## Thomas Farm Pervious Parking Replacement Engineering Redesign and Construction Support

Rockville, Maryland

### Client Contact:

Mauricio Daza, Parks and Facilities Development Coordinator  
 Recreation and Parks Department  
 P: 240-314-8608  
 C: 240-876-1400  
 Email: [mdaza@rockvillemd.gov](mailto:mdaza@rockvillemd.gov)



Design Cost-	Estimated: \$98k	Actual: \$98k
Execution Time-	Estimated: 15 months	Actual: 17 months
Construction Cost-	Estimated: \$706k	Actual: \$678k

### Project Description:

Charles P. Johnson and Associates, Inc. (CPJ) was hired by the City of Rockville to provide redesign and construction support services for the replacement of the pervious parking lot at the Thomas Farm Community Center (TFCC). This project was limited to the removal and replacement of paving within the existing parking lot.

The parking lot was built in 2008 and was the first time a pervious concrete parking lot system was introduced and installed on a City of Rockville project. At the time, this pavement system was very new to our region and since the initial installation, several engineering design requirements have changed with the placement methods, jointing, temperature requirements, curing methods and the qualifications required for installation of this pavement. Over the years, the pervious concrete pavement at the site has experienced distress, some of it severe, including raveling of the surface aggregate, cracking of the pervious concrete, and horizontal separations between the pervious concrete and the abutting curbs.

In 2017, the City of Rockville hired ECS Mid-Atlantic to conduct a geotechnical pavement and subsurface exploration survey at the above referenced location. The purpose of this investigation through field exploration and laboratory testing was to determine what was causing the pervious pavement failures and to provide the City with recommendations for future repairs and replacement options.

CPJ's primary goal in this project was to remove the existing pervious drive aisle and replace it with conventional impervious concrete to avoid traffic related loading issues and other relevant clogging issues associated with the existing pervious concrete drive aisle. The existing (112) standard 9-foot wide by 18-foot long pervious parking stalls were replaced with a new pervious paver system. The existing 5.5" thick stone subbase was left undisturbed, except for two parking bays which were excavated and rebuilt to meet regulatory requirements. In addition, eight existing conventional concrete handicapped parking spaces and associated sidewalk ramps were refurbished to comply with the current Americans with Disability Act (ADA) requirements. Other amenities of the park, utilities, and surrounding curb and gutter were left largely intact. A detailed maintenance of traffic plan was implemented to keep the Community Building and Park open to the public throughout the construction phase.

**Sandy Hill Park**

Bowie, Maryland

**Client Contact:**

Francis (Dingwe) Kang, Landscape Architect, RLA  
 Park Planning and Development Division  
 M-NCPPC, Department of Parks and Recreation  
 6600 Kenilworth Avenue, Suite 201,  
 Riverdale, MD 20737  
 301-699-2441

**Similarities to Contract**

- ✓ Civil Site Layout
- ✓ Surveying
- ✓ Grading
- ✓ Landscaping
- ✓ Utilities
- ✓ Stormwater Management
- ✓ ADA compliances
- ✓ Public Road Improvements

**Design Cost-** Estimated: \$212K Actual: \$212K  
**Execution Time-** Estimated: 24 months Actual: 18 months  
**Construction Cost-** Estimated: \$2,589,996 Actual: \$2,682,850

**Project Description:**

CPJ was contracted by the Maryland-National Capital Park and Planning Commission (MNPPC) to renovate and expand Sandy Hill Park (formerly Sandy Hill Neighborhood Park), an approximately 10-acre recreational greenspace. Prior to CPJ's work, the park contained a soccer field and a parking lot with 52 spaces.

CPJ's work for this contract included making public road improvements and adding sidewalk; reconfiguring and expanding the existing parking lot; adding ADA-compliant parking and accessible routes; designing a picnic shelter; creating a baseball field with bleachers; adding electrical design for the sports fields; adding an asphalt loop around the ball field, designing storm drain and stormwater management facilities; creating a sediment control plan; and providing bidding and construction administration services. CPJ also obtained permitting and approvals for road improvements, record plats and easements, site improvements, sediment control, water and sewer service, utility coordination, and tree conservation.

### Rockville Senior Center

Rockville, Maryland

#### City of Rockville, Parks and Recreation

**Betsy Thompson (retired)**

**Mauricio Daza**

Design Cost-	Estimated: \$100k	Actual: \$100k
Execution Time-	Estimated: N/A	Actual: 2009-2012
Construction Cost-	Estimated: Unknown	Actual: Unknown

CPJ worked as a sub-consultant providing civil engineering services for the expansion of the Rockville Senior Center and associated site improvements. The initial project sought to expand the existing senior center by approximately 6,100 square feet and provide additional parking and other park-like site amenities to the grounds, which function as a quasi-neighborhood park for the adjacent Woodley Gardens neighborhood. CPJ worked with Shaffer, Wilson, Sarver, and Gray Architects to prepare the feasibility, conceptual, and final designs and construction documents for the project and is now assisting SWSG in management of the construction for the City of Rockville. Throughout the project, CPJ has worked closely with the City of Rockville Department of Recreation and Parks, the project steering committee including stakeholders from the city, senior center and neighborhood, and the City of Rockville Development review committee.

Of paramount importance throughout the project and especially during construction was working with the Senior Center and designing a working plan to keep the Center open throughout construction. Construction fencing, barriers, phasing, and a maintenance of pedestrian access plan are being used to facilitate ingress and egress to the Senior Center so that the patrons can continue use of the building, surrounding grounds, and their amenities during the construction of the addition.

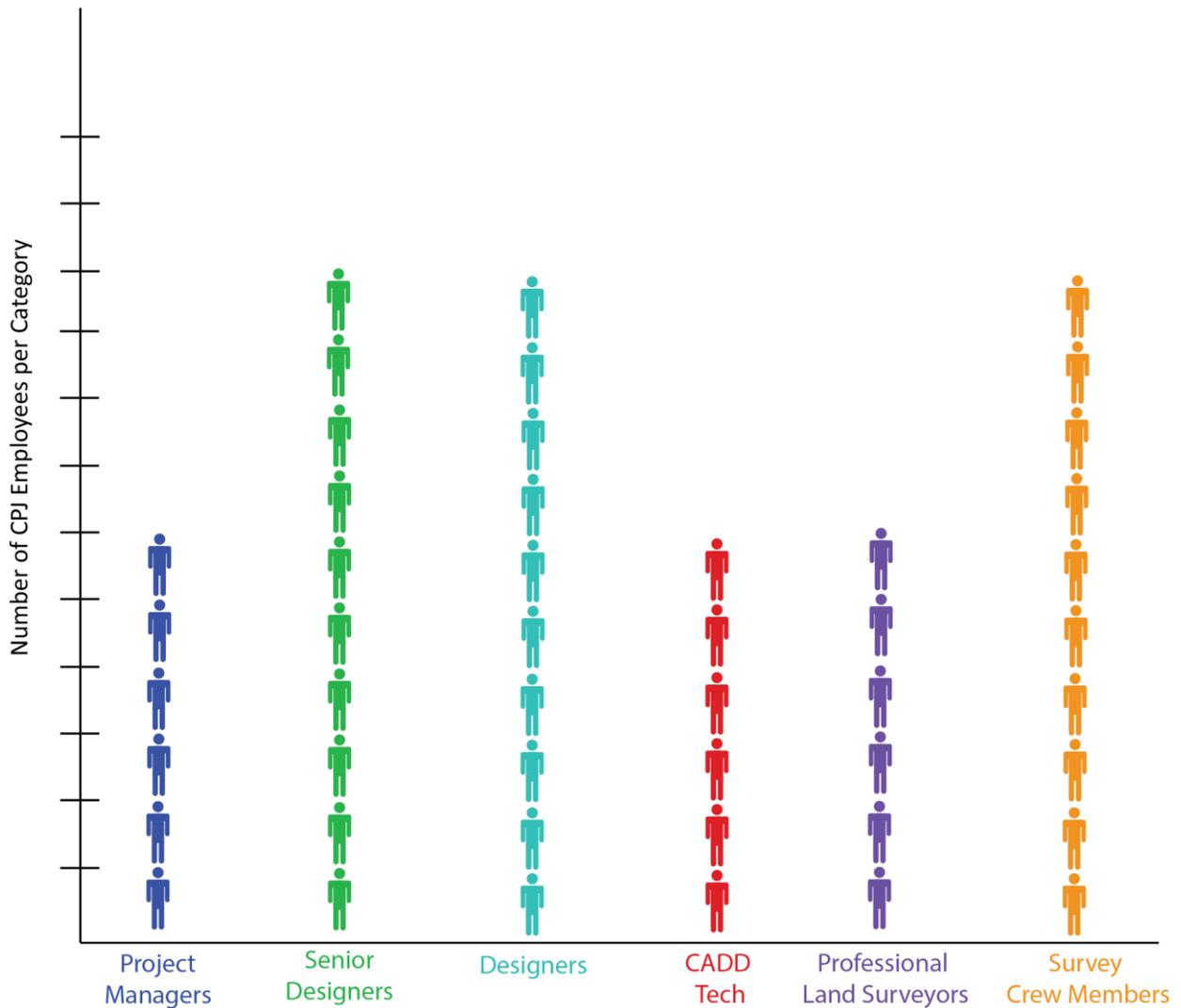


Subsequently in 2017 CPJ worked as a subconsultant to Wheeler, Goodman, Masek (WGM) Architects to meet to provide survey, assessment, and design engineering services to meet requirements outlined in the 2016 ADA Assessment audit, improvements are needed in several areas to ensure ADA compliance as well as modernizing rooms to meet current and future needs.

## Project Team Qualifications and Experience

CPJ has a strong Public Sector Division dedicated to serving public agencies. We continue to provide our clients with exceptional service by means of quality professional personnel, innovative approaches to problem solving, state-of-the-art technology and a commitment to excellence. We have expanded our normal planning, engineering, and surveying services to adapt in an ever-changing, demanding environment. We pride ourselves in our ability to provide high-quality, cost-effective services within our committed time schedule.

Available CPJ resources for this Contract



## Staffing Plan and Resumes

Name	Title	Responsibility
<b>Haitham Hijazi, PhD, PE, LS</b>	Director of Operations	Haitham will act as the principal in charge. And will be available to the City for any issues they may have.
<b>James Fetchu, RLA</b>	Contract Administrator	Jim will be the Contract Administrator and will be closely involved in any Landscape Design, Environmental Assessment and Recreation Projects.
<b>Saifuddin Ahmed, PE</b>	Contract Manager	Saifu will serve as the Contract Manager overseeing all design and quality control for the Town.
<b>Robyn Barnhart, PE</b>	Project Manager/ Senior Design Engineer	Robyn is an experienced project manager with specific expertise in stormwater management and Prince George's County and State permitting.
<b>Brian Davila, PE</b>	Senior Design Engineer	As the Public Sector's Division Manager Emeritus Brian is the go-to Engineer for difficult and out of the norm design problems.
<b>Brandon Freeman, PE</b>	Senior Design Engineer	Brandon is a well-rounded engineer and CPJ's lead for most municipal transportation and ADA compliance projects.
<b>Steven Jones, PLS</b>	Survey Manager	Steve is a past president of the Maryland Society of Surveyors and brings over 30 years of municipal and land development survey experience to the contract.

## Haitham Hijazi, Ph.D., P.E., LS.

### Director of Operations



#### Education:

Ph.D./ Civil Engineering,  
M.S./Civil Engineering,  
B.S./Civil Engineering,

#### Licenses/Registrations:

Maryland Professional  
Engineer # 19199  
Maryland Professional Land  
Surveyor # 10975

#### Years of Experience:

With CPJ: 4  
With Others: 32

#### Professional Bio

Dr. Hijazi is an engineering and construction management executive with a combined 32 years of public and private leadership experience that first started out leading a private engineering consulting company and was then given the opportunity to grow into directing County agencies that governed extensive transportation roadway networks, public transit systems, an extensive storm drainage infrastructure network, and a permitting, inspections and code enforcement system for a Prince George's County Maryland of almost one million residents bordering Washington, D.C.; established a one-stop-shop permitting inspections department for the county and gained valuable experience managing integral parts of several large-scale vertical and horizontal development and infrastructure projects with project-specific and annual budgets exceeding one billion dollars.

#### Project Experience

##### Lottsford Road III

Mr. Hijazi oversaw this project which widened Lottsford Road from Archer Lane to Lottsford Vista Road. This project provided four travel lanes, two in each direction. In addition, the work included the construction of an additional bridge over Western Branch.

##### Church Road Improvements

Mr. Hijazi oversaw this complete streets project. This project provided geometric and safety improvements to Church Road between Woodmore Road and MD 214. Improvements included intersection improvements, local realignment of the roadway, and the addition of shoulders and roadside drainage where necessary.

##### Contee Road Reconstruction

Mr. Hijazi oversaw this project. This project will include the reconstruction of Contee Road from US Route 1 to the proposed Konterra Drive east (MD 206). The improvements will include the construction of a 4-lane divided roadway with median, bicycle lanes, sidewalks, street lights, traffic signals, curb and gutter, and landscaping.

#### School Access Projects County-wide

##### Prince George's County

This project included vehicular and pedestrian access improvements. The project provided sidewalks, crosswalks and other enhancements for students walking within 1 to 1.5 miles of their respective schools in accordance with the current Prince George's County Board of Education policy. Funding was provided through the Safe Route to School (SRTS) Program.

## James M. Fetchu, RLA Contract Administrator



### Education:

B.S. Landscape  
Architecture/1997

### Licenses/Registrations:

Maryland Registered  
Landscape Architect  
#0003241

Virginia Registered  
Landscape Architect  
#0406001676

Certified Erosion Sediment  
and Storm Water  
Inspector (CESSWI)  
#1240

State of Maryland Erosion  
and Sediment Control  
Cert. (Green Card)  
#42537

OSHA Confined Space 29  
CFR 1910-146 Certified

### Years of Experience:

With CPJ: 19  
With Others: 7

### Project Experience

#### Inspections Program Administration Virginia and Maryland

As division manager of the Gaithersburg Office Jim oversees all contracts central to the Environmental Services Division. Provisions within each contract require varying levels of coordination between clients, personnel, and subcontractors to ensure the required level of service and proper protocol and tracking of information such as minority participation, insurance requirements, and invoicing procedures. Jim regularly administers dozens of active design contracts as well as the following inspections contracts:

- Howard County, MD SWM Inspections Contract
- Montgomery County, MD SWM Inspections Contract
- City of Rockville SWM Inspections Contract
- City of Gaithersburg SWM Inspections Contract
- M-NCPPC SWM Inspections Contract

#### Clean Water Partnership

##### Prince George's County, MD

Jim oversees all contract administration and natural resources permitting for CPJ's expansive design and permitting role in the Clean Water Partnership's effort to meet the County's NPDES Permit and stormwater management goals.

#### College Gardens Park Pond Retrofit Rockville, MD

Project Manager for pond retrofit design within local neighborhood park. Project began with significant public disapproval but by working with the community task force, incorporating pond as centerpiece of a revitalized park design, and addressing recreation and natural resource concerns the project gained full approval of community and won several awards including the American Public Works Project of the Year (Small project category) as well as Keep Montgomery County Beautiful and Rockville Peerless Awards.

#### Lakewood Country Club

##### 13901 Glen Mill Road, Rockville, MD

Served as lead environmental consultant for the remodeling of 188 acres of existing golf course within the City of Rockville. Cataloged over 1000 existing trees and delineated three separate forest stands for preparation of a full Natural Resources Inventory and Forest Stand Delineation. Worked with Golf Course Architect and Civil Engineer to develop environmentally responsible plan design. Prepared tree conservation plan for the protection of existing vegetation as well as a reforestation / significant tree planting plan for the replacement of disturbed vegetation. Also prepared applications and secured permits from Montgomery County, The City of Rockville, the Maryland Department of the Environment, and the U.S. Army Corps of Engineers for stream buffer, floodplain, and wetland encroachments. Developed wetland planting plans for the retrofit of an existing wet ponds and a converted sediment trap.

#### Howard County Middle School Bioretentions Columbia, MD

Worked closely with teachers and students of two Howard County Middle Schools to educate and develop construction plans for stormwater management bioretention areas. Made several presentations to students describing water cycle, pollutants, and ecology of Chesapeake Bay. Students were involved in site selection, plan development, plant selection and layout design, and plant installation. Developed construction drawings and secured required permits.

## Saifuddin Ahmed, P.E. Contract Manager



### Education:

MS /Civil Engineering /1995

BS / Civil Engineering /1990

### Licenses/Registrations:

Maryland/Professional  
Engineer #27015

Rosgen Training:

Level I, 2006

Level II 2007

Level III; 2008

Certified SWM and ESC  
Plan Reviewer:

PG DPIE

MD SHA

### Years of Experience:

With CPJ: 1

With Others: 25

### Project Experience

Department of Environment (DOE) and Department of Permitting, Inspections, and Enforcement Peer Review

#### Prince George's County, MD

Peer Reviewer for SWM, grading, H&H, county codes and issuing permit approval. Reviewed DOE construction plans and reports, permit applications, cost estimate for concept, technical and final grading approval. Coordinating with DOE project managers and design engineers. Reviewed DPIE SWM concept, rough and final grading packages for permit approval. Coordinated with DPIE engineers, other county agencies. Prepare cost proposal for peer review and submit to clients for approval.

#### DC DOT Pennsylvania Avenue and Potomac Avenue Improvements District of Columbia

Drainage Lead for SWM, drainage and Erosion and Sediment Control design. Assisted project manager and engineers in supervision, QA&QC for construction documents and all submittal packages to DC DOT and DC DOEE. Preparing invoices, budget tracking, coordination with internal and DC DOT/DOEE personnel.

#### MD District 4, Office of Structure, Office of Environment, and Highway Hydraulics – MD State Highway Administration

Drainage lead to coordinate with SHA PMs to prepare scope of work, Manhours/Fee proposals, managing different Tasks with budget, QA/QC, managing PM's and other engineering staffs. Coordination with SHA PMs on project update and schedule.

#### Intercounty Connector (MD 200) Contract D&E Montgomery County, MD

Lead Quality Assurance Stormwater and Drainage Engineer, performed assessment of Design packages submitted by the Design Build Team to SHA. As GEC performed assessment to verify that all Contract requirements are satisfied for Stormwater Management, Erosion and Sediment Control design, Highway Drainage design, Bridge/Culvert hydrologic and Hydraulic design. Coordinating with Contractors, Designers, permitting agencies, adjacent SHA project Design Build Team, Private Developer, and Prince George's County.

#### Intercounty Connector (MD 200) Contract B Montgomery County, MD

Performed as a lead drainage engineer for the west segment of Contract B (1.85 mile long) four lane highway design build project. The tasks included supervision of the design team, coordinating with contractor, agencies, and other design teams, quality control, managing submittals to the permitting agencies and clients. Performed supervision of detail design of Stormwater Management Ponds, Water quality BMP's, Highway Drainage, Watershed Analysis, Culvert H&H, Fish and Aquatic passage, Erosion and Sediment Control in different phases.

## Robyn Barnhart, P.E. Project Manager/Senior Design Engineer



### Education:

Majored in Civil Engineering

### Licenses/Registrations:

Maryland Professional Engineer #51074

### Years of Experience:

With CPJ: 19

With Others: 0

### Project Experience

#### White Oak Retrofits, Montgomery County, MD

Ms. Barnhart designed 26 street-side stormwater retrofits along two streets in White Oak, Maryland. The retrofits were designs as adaptations of low impact development stormwater management standards used by Portland, Oregon as well as new configurations of curb inlets designed to trap trash and sediment loadings to prevent migration to the receiving stream at the storm drain outfall. She coordinated with M-NCPPC and County agencies to obtain permits. She performed construction management services including inspections, progress meetings, shop drawing and submittal reviews, and RFI responses.

#### MCDEP Water Resources On-Call, Montgomery County, MD

Ms. Barnhart is a design engineer for the On-Call contract including multiple stormwater management pond reconstruction projects. The projects required the facilities to retrofitted to meet NRCS MD 378 criteria and provide stormwater management treatment per Maryland Stormwater Design Manual. Ms. Barnhart's responsibilities include:

- Prepare watershed studies, conceptual and design plans, reports, cost estimates and bid documents. Plans include hydraulics, hydrology, stormwater management, erosion and sediment control, storm drain and outfall, and public right-of-way improvements.
- Responsible for obtaining permits/approvals from MCDPS, MCDOT, MDE/USACOE, M-NCPPC, WSSC, and Utility Companies.
- Perform construction management services including inspections, progress meetings, shop drawing and submittal reviews, RFI responses, and earthwork calculations to aid in reviewing contractor pay requests.

#### Germantown Town Center Urban Park (M-NCPPC)

Ms. Barnhart prepared sediment control plans for grading, infrastructure installation, and park construction. She prepared conceptual and construction design plans and reports for retrofits of two stormwater management facilities in order to provide open space for the park. Retrofits included a combination of traditional and low impact development stormwater management facilities. Designed modifications to an existing infiltration trench to relocate the facility and complement the aesthetic of the park with landscaping. Ms. Barnhart prepared storm drain and paving plans for modifying and retrofitting existing infrastructure including cascading outfalls with boulders to complement the park aesthetic.

She coordinated with M-NCPPC, County and State agencies, and Utility companies to obtain permits for construction. She prepared bid documents including cost estimates and specifications. She performed construction management services including inspections, progress meetings, submittal reviews, RFI responses, and developed solutions to address field conditions as necessary.

## Brian Davila, P.E. Senior Design Engineer



### Education:

B.S. Geography / 1978  
B.S. Civil Engineering / 1988

### Licenses/Registrations:

Maryland Professional  
Engineer # 19908  
OSHA Confined Space 29  
CFR 1910-146 Certified

### Years of Experience:

With CPJ: 35  
With Others: 5

### Project Experience

#### City of Gaithersburg

As Project Manager oversaw the preparation of a dam breach analysis for five dams in series for MDE approval. He provided a retrofit design to reduce the hazard classification for the dam closest to MD Rt 28. Also, provided on-call emergency evaluations and monitoring during National Weather Service extreme weather forecasts. He inspected 6 high hazard dams on a yearly basis, which included reports with photos, check lists and repair/maintenance recommendations.

#### Town of Berwyn Heights Sidewalk Improvements, Berwyn Heights, MD

Mr. Davila was the Project Manager for this partially funded MSHA Safe Routes to Schools Program for the development of civil site engineering plans for the construction of approximately 4000 L.F. of sidewalk, curb and gutter, retaining walls and driveways for the Town of Berwyn Heights. This effort included developing sediment control strategies and plans for grading and infrastructure installation, as well as, creating temporary traffic control plans for public safety during construction. He also prepared conceptual and construction design plans and reports for a low impact development stormwater management facility. He coordinated with County agencies to obtain approval for construction and oversaw and documented construction coordinating field issues with contractor and Town project administrator. Additionally, he reviewed invoices for construction at the request of the Town.

#### Father Hurley Boulevard- Montgomery County, MD

Mr. Davila was the Principle design engineer for approximately 1350 LF of a primarily residential dual road across a class III trout stream. He incorporated innovative practice to provide safe fish passage and to prevent headwater from encroaching on adjacent upstream properties. He was responsible for obtaining design plan permits from MDE and Corp of Engineering.

#### Upper Paint Branch- Montgomery County, MD

Mr. Davila was Project Manager for the retrofit of four existing stormwater management dry ponds. He was in charge of the design of three new stormwater management ponds for enhancing the water quality and quantity controls into the Class III Upper Paint Branch Watershed. He was also responsible for providing construction management and preparing as-builts for stormwater management facilities. He also designed the retrofit for the Rolling Stone SWM Pond which included slip lining the twin 48" CMP spillways and replacing the twin 96" CMP risers with a concrete riser. Mr. Davila prepared a floodplain study and obtained permits from MDE and US Army Corp of Engineers.

#### Wheaton Library and Community Recreation Center Playground

Contract Administrator and Civil Engineering Project Manager for the development of 20% design level schematic grading plan and conceptual stormwater management plan for the playground, adjacent open space and adjacent parking lot. These plans were used by M-NCPPC in coordination with other agencies and design professionals. The design featured a thematic playground that is richly designed to incorporate library iconography and musical expression as well as active play and sensory play.

## Brandon Freeman, P.E. Senior Design Engineer



### Education:

B.S. Civil Engineering

### Licenses/Registrations:

Maryland Professional Engineer #38851

State of Maryland Erosion and Sediment Control Certification #40169

### Years of Experience:

With CPJ: 10

With Others: 3.5

### Project Experience

#### Town of Berwyn Heights Sidewalk Improvements, Berwyn Heights, MD

Mr. Freeman was the design engineer and prepared sediment control plans for grading and infrastructure installation. He also prepared conceptual and construction design plans and reports for a low impact development stormwater management facility. He coordinated with County agencies to obtain approval for construction and oversaw and documented construction coordinating field issues with contractor and project administrator. Additionally, he prepared invoices for construction at the request of the Town.

#### PG MNCPPC, Sandy Hill Park, Prince George's, MD

Mr. Freeman was the design engineer responsible for designing low impact development stormwater management facilities as retrofits to an existing park area without existing stormwater management treatment. Additionally, he prepared sediment control plans for grading and infrastructure installation and storm drain and paving plans for modifying and retrofitting existing infrastructure.

#### PG MNCPPC, Peppermill Community Center, Prince George's, MD

Mr. Freeman was the design engineer responsible for designing low impact development (LID) stormwater management facilities as part of the redevelopment of an existing community center without existing stormwater management treatment. Work included analyzing the site in accordance to Maryland Department of the Environment's (MDE) Environmental Site Design Redevelopment Examples (October 2010). This involved taking into consideration factors such as site constraints, site soil make-up and site use to determine appropriate facility type and its ultimate location within the site, to maximize the capture and treatment of runoff. Pre-concept and throughout the project he coordinated with county and state agencies to ensure that proposed redevelopment strategies met all regulations to attain required permitting for construction.

#### PG MNCPPC, John E. Howard Community Center, Riverdale, MD

Mr. Freeman was a design engineer responsible for designing low impact development stormwater management facilities as part of construction plans for a 2,500 L.F. asphalt loop trail. Plans included sediment control, stormwater management, storm drain and paving. He also coordinated with county agencies to secure all permits necessary to complete construction.

## Steven Jones Survey Manager



### Education:

- 270 hrs Theory and Practice of Land Surveying
- 8 hrs Least Square Traverse Adjustments
- 30 hrs of Practical Hydrology
- 70-hrs GPS Static and Kinematics training
- 500 hours Continuing Professional Competency Classes

### Licenses/Registrations:

Maryland Professional Land Surveyor #21072  
District of Columbia Land Surveyor #901540  
Virginia Land Surveyor #1915

### Years of Experience:

With CPJ: 38  
With Others: 4

### Project Experience

#### Municipal Annexations, Maryland

Mr. Jones was the Professional Land Surveyor that oversaw multiple Annexation Exhibits / Descriptions for municipalities throughout Maryland. These municipalities include but are not limited to:

- Bowie
- College Park
- Forest Heights
- New Carrollton
- Upper Marlboro
- Annapolis

#### MCDEP, Water Resources On-Call, Montgomery County, MD

Mr. Jones is the Survey Manager for this contract, responsible for overseeing all field crews and sealing all surveys. Under this contract he is responsible for Topographic Surveys, Boundary Surveys, ALTA surveys, easements documents, plats, among other survey related activities.

#### M-NCPPC, On-Call Contracts, Montgomery and Prince George's Counties, MD

Mr. Jones is the Survey Manager for this contract responsible for overseeing all field crews and sealing all surveys. Under this contract he is responsible for Topographic Surveys, Boundary Surveys, ALTA surveys, easements documents, plats, among other survey-related activities.

#### National Institute of Health, Poolesville, MD

Mr. Jones was responsible for establishing the GPS control network to facilitate locating underground utilities on the 100+ acre NIH Animal Research Facility.

#### Greenbelt Lake, Greenbelt, MD

Mr. Jones was the Project Manager for a topographic survey around Greenbelt Lake to establish existing conditions including stream cross-sections in the outfall area, including several box culverts.

Dual frequency Bathymetric survey of the lake to identify the soft and hard bottom for quantity of water related to Dam Breach Study.

#### Ashton Farm Pond, Ashton MD

Mr. Jones was responsible for establishing horizontal and vertical control points utilizing conventional optical equipment and GPS. He was also responsible for topographic survey of limits of pond including Dam and outfall area. He was also responsible for bathymetric survey of pond to identify hard and soft bottom of pond below the waterline.

## Current Capacity to accomplish the order in the required time

CPJ's current workload and anticipated workload will not prevent CPJ from providing the level of service that the Town desires. We continually make sure staffing levels are maintained to ensure that work can be performed in a timely manner with a high level of quality.

Maintaining a high level of service presents challenges, particularly with resources, both human and technical. In order to effectively handle multiple projects, CPJ has devised a management scheme that has worked effectively for many on-call contracts. This management scheme also allows us to easily handle future work as we obtain it.

Each request for work is routed through the overall project manager for the contract. From there, the project manager assigns the project to a design engineer who acts as the technical project manager and lead engineer. Each lead engineer has numerous junior engineers, and engineer and surveying technicians available to provide technical assistance through-out the project with surveying, analysis, data collection, design and drafting, and document preparation.

By not assigning technicians to a specific technical project manager, technicians can be floated from project to project, providing assistance as needed should the needs for a specific project change. By having several technical expertise areas, CPJ's engineering staff are flexible to provide different services under the responsible charge of the technical project manager to clients as needed. This enables the staff to accommodate future work as needed.

### Quality Control / Quality Assurance

CPJ maintains strict quality control and best practices processes and standards. Each project is led by a project manager who leads the team of design professionals which includes engineers of varying disciplines, surveyors, inspectors and drafters. At the design level, each member of the team uses design checklists to ensure the design meets the current standards and specifications required by the owner of the project and appropriate reviewing authorities.



All technical documents are checked by an engineer and then peer reviewed before being reviewed by the project manager. Finally, all work is reviewed by the managing principal before being released to the owner of the project. By having all workflow through the project manager and managing principal, consistency and quality can be maintained and assured. In addition, CPJ has found that by including a peer review of technical documents, different and possibly more efficient design ideas can be identified to increase the performance of a given design. These quality control procedures occur constantly throughout the life of the project.

## Rate Sheet

In compliance with your Invitation to Proposal, we propose the following fully loaded hourly rates for the positions shown.

<b>Position / Description</b>	<b>Hourly Rate</b>
Operations Manager	\$225.00
Project Manager	\$175.00
Professional Engineer / Landscape Architect / Surveyor	\$150.00
Engineer / Designer	\$125.00
Technician	\$110.00
Survey Crew (2 man)	\$175.00
Survey Crew (3D Scanning)	\$250.00
Clerical	\$75.00

# CPJ Associates

Civil and Environmental Engineers  
Landscape Architects  
Land Surveyors  
Planners

**EMPLOYMENT AGREEMENT  
DYLAN O. GALLOWAY – TOWN ADMINISTRATOR**

**AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **THE TOWN OF CHEVERLY**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Town,” and **DYLAN O. GALLOWAY**, hereinafter referred to as “Employee.”

**RECITALS**

**WHEREAS**, Employee desires to provide services to the Town as the Town Administrator; and

**WHEREAS**, the Mayor and Council previously appointed Employee to be the Town Administrator and extended his employment agreement in 2021; and

**WHEREAS**, his current agreement is up for renewal; and

**WHEREAS**, Employee and Town desire to maintain the employer-employee relationship;  
and

**WHEREAS**, Employee will continue to serve at the pleasure of the Mayor and Town Council; and

**WHEREAS**, the Town and Employee agree that it is appropriate to memorialize the conditions and terms of continued employment without modifying the at-will nature of the employment.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and Employee agree as follows:

**SECTION 1. DUTIES**

1.1. Employee shall be responsible to the Mayor and Town Council.

1.2. Employee shall competently perform all duties as Town Administrator as provided by law consistent with direction, consent, and authority of Employer, and duties consistent with the work plan of the Town Administrator, and any other lawful duties as may be assigned and directed to him from time to time.

## **SECTION 2. TERM**

2.1. Employment commenced on July 29, 2019.

2.2. Employee agrees to provide at least forty-five (45) days written notice to the Mayor and Council prior to resignation or retirement.

2.3 It is the intention and desire of Employer and Employee to provide stability in the management of the Town; accordingly, both Employer and Employee affirm that it is their intention that Employee's term of employment is extended five years (5) years to January 1, 2029. This agreement shall, thereafter, continue from year to year until and unless Employer or Employee terminates this Agreement as hereinafter set forth in this agreement.

2.4 This employment agreement shall be retroactive to January 1, 2024.

## **SECTION 3. COMPENSATION**

3.1 The Town shall pay Employee a gross salary of \$155,000.00 annually for his services or prorated portion thereof. Payroll taxes will be removed. Employee is eligible for merit increases at the discretion of the Mayor and Council. Cost of living (“COLA”) increases will be granted in accordance with any COLA increases granted to all employees.

3.2 Employee's duties require that he shall use a vehicle to conduct Town business during his employment with Employer. Employer agrees to provide said Employee a monthly automobile expense of \$500.00 per month. The amount will be evaluated every year by the Mayor and Town Council and increased if cost related to the operations of an automobile is increased due to other factors that were not contributed to by said Employee (such inflation in gas, increase in insurance costs from natural occurrence, etc.).

3.3 The Town shall provide a Town cellular telephone for Employee’s business use.

3.4 The Town shall pay Employee’s dues for ICMA and MML, and for attending annual conferences of the same.

## **SECTION 4. PERFORMANCE EVALUATION**

4.1. The Mayor and Council shall do a written review and evaluation of the performance of Employee at least once annually, but no later than the 15th day of May of each year. Employee shall be entitled to discuss the evaluation with the Mayor and Council.

## **SECTION 5. HOURS OF WORK**

5.1. Employee is a full-time employee who shall perform all duties reasonably necessary

for Employee to faithfully perform his duties as required by the Mayor and Town Council, including attendance at Council meetings. Due to the unique nature of this employment, it is recognized that Employee will be required to devote time outside the normal office hours of business of Employer.

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Employee agrees that any outside employment shall be reported to two (2) councilmembers determined by Employer from time to time

### **SECTION 6. ANNUAL AND SICK LEAVE**

6.1. Employee shall accrue annual leave with the same accrual schedules and limitations as those of a classified employee of the Town, but Employee shall accumulate leave at the same rate as an employee who has been with the Town for more than fifteen years. All Town Regulations regarding using annual leave shall apply to Employee.

6.2 Employee shall accrue sick leave with the same accrual schedules and limitations as those of a classified employee of the Town. All Town Regulations regarding using sick leave shall apply to Employee.

6.3. If Employee resigns or retires from employment, Employee shall be paid for accrued Annual Leave pursuant to the Town's policy and regulations for its employees.

### **SECTION 7. HEALTH, LIFE, AND LONG-TERM CARE INSURANCE**

7.1. The Town agrees to put into force and to make premium payments for Employee for insurance policies equivalent to those provided all classified employees of Employer, which may include accident and medical group insurance.

7.2 The Town shall provide payment for a private life insurance policy secured by Employee with a payout equal to the amount of three times Employee's current annual salary.

7.3 The Town agrees to pay the premium for a private long-term care insurance policy not to exceed \$268.00 per month.

### **SECTION 8. RETIREMENT**

8.1. This position is covered under the Maryland State Retirement And Pension System (hereinafter "SRPS"), which requires a seven percent (7%) employee contribution.

8.2. The Town agrees to make contributions into SRPS on Employee's behalf, in equal

proportionate amounts each pay period, on the same basis as it does for all other non-law enforcement employees of the Town.

8.3. Employee is eligible to participate in the Town's 457 deferred compensation plan. The Town will match Employee's contribution at 50%.

## **SECTION 9. DEATH DURING TERM OF EMPLOYMENT**

9.1. If Employee dies during his employment, the Town shall pay to Employee's estate all the compensation that would otherwise be payable to Employee up to the date of Employee's death.

## **SECTION 10. NON-RENEWAL, EXTENSION, REMOVAL**

10.1. The Town, at its sole discretion, may terminate this Agreement at any time and for any reason.

10.2 Employer may terminate this Agreement as provided herein at any time, with or without cause. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign, at any time, from his position with Employer. However, if Employer terminates this agreement prior to January 1, 2029, without cause, other than it being the will and pleasure of Employer, and Employee is willing and able to perform his duties under this Agreement, Employer shall pay to Employee, in one lump sum, all compensation and benefits remaining for one-year. In addition thereto, Employer shall pay 7% of the lump sum payment into the Local Government Retirement System on Employee's behalf and Employer shall make an 8% payment into Employee's Deferred Compensation Account, which shall not be deducted from the lump sum payment due Employee. Employee shall also receive medical and dental benefits as outlined above. Notwithstanding the foregoing, no severance payment shall be made if Employee is terminated due to conviction of a felony, conviction of a misdemeanor involving moral turpitude, or the entry of a plea of nolo contendere or a plea bargain to either such crime or crimes.

## **SECTION 11. INDEMNIFICATION**

11.1. The Town, but only to the degree that its insurance allows and in accordance with applicable law, shall defend, save harmless and indemnify Employee in the same manner and according to the same conditions as any municipal official and/or employee, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of and in the performance of Employee's duties for the Town, such duties to include all obligations and commitments as articulated in this Agreement. Town or its insurance company may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon but only pursuant to the insurance agreement and terms; provided, however, that nothing herein shall obligate the Town to pay the costs of defending any criminal action brought by any Municipal, County, State

or Federal authority.

## **SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

12.1. The Town, in consultation with Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law. Further, all provisions of the Town Charter and the Town Code and the Personnel Manual of the Town and all applicable policies relating to annual and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the Town.

### SECTION 13. NO REDUCTION IN BENEFITS

13.1 The Town shall not at any time during this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Town.

### SECTION 14. NOTICES

14.1 Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

The Town: Mayor  
Town of  
Cheverly 6401  
Forest Road  
Cheverly, Maryland 20785

Employee: Dylan O. Galloway  
PO Box 652  
Severn, MD 21144

14.2 Alternatively, notices required pursuant to this Agreement may be personally served on the Employee.

14.3 Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail Service.

### SECTION 15. ENTIRE AGREEMENT

15.1 This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing **AND SIGNED BY BOTH PARTIES**, shall have any force and effect: provided, however, that any Ordinance or Charter provision or Amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Town; and provided further that this Agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of Employee.

This Agreement shall become effective commencing the date of signature. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15.2. The recitals above are hereby incorporated into this Agreement.

**THE TOWN OF CHEVERLY** has caused this Agreement to be signed and executed on its behalf by its Mayor and duly witnessed; and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee:

\_\_\_\_\_

Date

\_\_\_\_\_

Dylan O. Galloway

The Town of Cheverly:

\_\_\_\_\_

Date

\_\_\_\_\_

Kayce Munyeneh, Mayor