



TOWN MEETING
November 10, 2022
8:00 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
4. **Consent Agenda**
 - No work session in November
 - Public hearing on lowering the voting age to 16 will be held 1/12/23
 - Council pay increase discussion will continue 1/12/23
 - Homestead tax credit will be discussed and voted on in the January Town Meeting
5. **Approval of Minutes** (Council Meeting – 10/13/22 , Work Session –7/28/22, 10/27/22)
6. **Resident Input** – Public comment period on items not on the agenda. All comments are limited to 3 minutes. Residents are asked to please state name and ward.
7. **Committee Reports**
 - Recreation Council
 - Green Infrastructure Committee
 - Cheverly Day Committee
 - Planning Board
 - Board of Elections
8. **Police Chief Advisory Board** - Ganesha Martin will provide an update
9. **Reclassification** – Director Brayman will present reclassification of Public Works Department
10. * **LIDC Contract Extension** – Mayor and Council will vote on contract extension
11. **Public Works Vehicle** - Director Brayman will propose purchase of new trucks for Public Works Department
12. **CDBG Contract** - Mayor and Council will vote on contract to begin construction of sidewalk project
13. **Town Administrator Report** – Town Administrator will provide a report to the Mayor and Council regarding Town operations and a summary of actions taken
14. **Police Report** – Chief Miller will give monthly report
15. **Public Works Report** – Director Brayman will give update on the Department of Public Works.
16. **Review of December Town Meeting agenda and future requests** and Town Administrator will offer a forecast of the Town Meeting agenda. Mayor will seek Council input on agenda items for consideration for future meetings.



17. **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.

18. **Adjourn**

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

**In addition to general Resident Input, for regular meetings, as part of action items, presentations and discussion items on the agenda, residents seeking to speak will be recognized by the presiding officer. Residents may speak once, for no more than three minutes on each eligible agenda item.*

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), 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=cEhsbmU2aEs5MGViaGJnWVh6c1h6UT09>

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TOWN MEETING
October 13, 2022
8:00 PM
Minutes

Call to Order

Meeting called to order at 8:08 pm

In attendance: Mayor Munyeneh, **Council Members** Nettles, Watson, McCann, Dalaker, Garces and Fry

Town Attorney: Jason Deloach

Staff: Town Administrator – Dylan Galloway, Assistant to the Town Administrator -Priscilla Matthews, Public Works Director Steve Brayman, Chief Carl Miller, Accountant Mike Lightfield,

Pledge of Allegiance

Approval of Agenda

Motion to Approve the Agenda: by CM Watson seconded by CM Fry. Approved unanimously.

Motion to Approve the Consent Agenda: by CM Fry seconded by CM McCann. Approved unanimously.

Items on the Consent Agenda:

- **Approval of Auditor Lindsey and Associates**
- **Approval of Minutes** (Council Meeting – Sept. 8, 2022, Work Session – Sept. 22, 2022)

Committee Reports

Recreation Council -n/a

Green Infrastructure Committee – Sheila Salo provided information encouraging residents to plant native plants and ground covers as alternatives to turf grass. The Green Infrastructure Committee is working with Code Enforcement to update the towns nuisance ordinance that permits and encourages alternative vegetation.

Requests for a volunteer from the council to provide feedback for setting up the website

Cheverly Day Committee – CM Watson thanked public works, police department and town staff

for all the assistance with a successful Cheverly Day despite hurricane Ian. Fireworks will happen on Friday, October 28th

Nick D'Angelo – We celebrated Cheverly Day despite of the weather. Thanks to everyone who came. Special thank you to the town staff.

Planning Board – Amy Fry- Planning board is still in need of residents from wards 1, 5. There are two potential candidates from wards 2 & 4

Board of Elections – Robin Kaye – BOE working to make mail in voting easier for residents and BOE members. Met with two contractors to get more information and pricing. Considering mail in voting only or at least to mail out ballots to all registered voters. Will generate election schedule soon. The town now has its own ballot box so will no longer need to rent one. Cheverly Youth Commission presented on lowering the voting age to 16 BOE. Discussed possibilities on how to proceed either with council support, petition, or referendum. BOE received presentation from RCV Maryland regarding rank choice voting. BOE has contacted Takoma Park regarding these initiatives to get more information. BOE is not promoting any of these initiatives, we are simply looking at the implementation of these initiatives for research. Working to increase voter outreach between January and May that will be spread throughout the town to be more accessible to more residents.

Special Proclamation – Mayor Munyeneh

- **Read proclamation honoring David Harrington who was a long time Cheverly resident and Prince George's County public servant.**
- **Read proclamation honoring Robert Tucker Sr. long time Cheverly resident and President of the Forth Ward Civic Association for 33 years.**
- **Read proclamation celebrating Joseph Pruden on his 75th birthday and his long-time service and accomplishments to Cheverly and Prince George's County. Mayor Munyeneh presented Mr. Pruden to the Key to the City**
- **Read proclamation celebrating Jill Hudson on her birthday, who has served the Town of Cheverly in many roles of leadership and volunteerism.**

9. Special Recognition – Mayor Munyeneh recognized the Friends of Kilmer Park, Green Infrastructure Committee for all their dedication in keeping Cheverly beautiful. Cheverly was awarded a Beautification Award from the county.

award winners

Adoption of R-6-22 Bond Resolution – Attorney Raider read the title and provided an overview of the resolution which will allow the town to issue and sell a series of its general obligation bonds not to exceed \$9,000,000. The proceeds of the sale thereof to be used and applied for the public purpose of financing or reimbursing costs of a project generally referred to by the town as the “New Eley Building” and related costs.

Motion to adopt R-6-22 Bond Resolution as its written made by CM Nettles. 2nd by CM Dalaker
Approved unanimously

11. *3rd reader and adoption of Ordinance 2022-06 Zoned Residential Parking- Read by Mayor Munyeneh

Motion to adopt Ordinance 2022-06 made by CM Fry. 2nd by CM Nettles

Approved unanimously

13. Planning Board Nomination – Appointment of Aimee Olivo

Move to add Aimee Olivo to the Planning Board made by CM McCann. 2nd by CM Watson

Approved unanimously

Town Administrator Report –

- MDOT SHA has agreed to conduct a feasibility study for the 202 route and Craftsman routes for bike trails. They will share their report with the town.
- Anticipate updates at Boyde Park restrooms to begin around Oct. 24 per Prologis.
- Awaiting a response from Deputy Director of PG Animal Control to schedule a community meeting.
- Cheverly's application for the Sustainable Community Boundary has been accepted with the modifications and has been approved The Smart Growth Coordinating Committee. The designation is still on schedule for November 16th, 2026
- Awaiting an update from SHA regarding traffic lights at Columbia Park Way. Some improvements have been made regarding the cleaning up.
- October is Code Compliance Month, please acknowledge the officers during this month.
- Upcoming town events
 - o Vaccination Clinic on 10/15/22 with Cheverly Village and Wegmans
 - o The Mayor & Council will host PGCMA Meeting 10/20/22
 - o Teen event on 10/28/22 &
 - o Partnering with American Legion to provide live music, food, beer garden and fireworks on 10/28/22
 - o Annual Halloween Parade sponsored by the Rec Council on 10/29/22
 - o Cheverly Police Department will have Truck or Treat at Legion Park on 10/31/22
 - o Alzheimer's Community Meeting at town hall on 11/16/22
 - o Blood Drive on 11/17/22

Police Report – Chief Miller presented report

For September 2022, there were 21 reported crimes:

- a. There was a total of 4 arrests
- b. The department responded to 362 calls for service, 54 premise checks, and wrote 32 case reports and 10 accident/collision reports.
- c. Attended graduation of Malichi Curtis our newest officer
- d. Hosted meet & greet on 9/21/22

Public Works Report –

- Leaf collection will begin the late October
- William Ealy Public Works building will go thru the mandatory referral process

Review of October Town session Meeting agenda and future requests Mayor Kayce Munyeneh is inviting you to a scheduled Zoom meeting.

- Hospital Hill update at a later meeting
- Senior Homestead Tax Credit
- Lowering voting age to 16 years
- Council Salaries
- Legislative Initiative
- Historical context of previous budgets and audits
- Closed session 10/27/22 at 6:30pm regarding Annexation & property acquisition
- Budget update for year to date actual
- Introduction of new auditor
- Redistricting update
- Columbia Park Road Stop sign
- Water restoration presentation

8. Mayor and Council Announcements

- CM Nettles, Ward 1 - Get your Covid booster & Flue shot, CPRC costume swap at American Legion on 10/15/22
- CM Watson, Ward 2 –
- CM McCann, Ward 3 - Thanks to CM Fry for Cheverly Prom
- CM Dalaker, Ward 4 – Cheverly Village will hold a drive-thru vaccination, Ward 4 Civic Association meeting 10/17/22, looking with Council Member Ivey on getting old site of World Recycling cleaned up
- CM Garces, Ward 5 –
- CM Fry, Ward 6 – Thanks to the staff & committees for all the recent events. CNPP 2 in 1 gathering 10/16/22, Women’s Club holding Community Renewal international 10/16/22, Bladensburg celebrating 280 yrs. anniversary 10/22/22
- Mayor Munyeneh – Hospital Hill update at a later meeting. CPRC costume swap and flea market, Ward 4 residents please attend Civic Association meeting for voting, thanks to the town leadership for participation in MML & PGCA boards , make sure you vote on Nov. 8th or early voting

Adjourn: by CM Nettles at 10:15 pm, seconded by CM McCann. Approved anonymously.



WORKSESSION

July 28, 2022

7:30 PM

Minutes

Call to Order:

Meeting called to order at 7:32 pm via Zoom.

In attendance Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Fry Garces

Town Attorney: Jason DeLoach

Staff: Town Administrator – Dylan Galloway, Assistant to Town Administrator -Priscilla Matthews, Public Works Director – Steve Brayman,

Motion to excuse CM Fry from meeting by CM Nettles. 2nd by CM Dalaker. Approved unanimously.

Pledge of Allegiance and Flag

Motion to amend the agenda order made by CM Watson. 2nd by CM McCann. Approved unanimously.

1. **2nd Reader of Ordinance O-5-22 – 2022 -General Obligation Ordinance –**
Attorney Rader read ordinance
2. **Town Grant Request –** consent to add the grant requests to the consent agenda made by CM Nettles
 - Cheverly Forum – Requested presented by Daphne Felten-Green
 - CAACO - Requested presented by Barbara Brown
 - Cheverly Native Planting Project – Mr. Galloway read grant request
 - Forest Road Arts Collective – Mr. Galloway read grant request
3. **Pepeco Update –** Mr. Ruffin provided an update on maintenance
4. **Annexation Update –** Ethan Reed, Senior Analyst from Real Property Research Group, Inc. will present fiscal impact presentation
5. **Speed Management Program -** Chief Miller gave a brief overview
6. **Historic District Designation Update**
7. **Update by CM Fry & Garces Regarding Cheverly Station Apartments -**Council members will provide update/feedback from residents at Cheverly Station Apartments.



8. Review of August Town Meeting Agenda and Future Requests - Mayor and Town Administrator will offer a forecast of the August Mayor and Council Town Meeting agenda. Mayor will seek Council input on agenda items for consideration for future meetings.

9. Resident Input

- N/A

10. Motion to adjourn at 10:03 pm made by CM Watson. 2nd by CM Dalaker

Approved unanimously.



WORKSESSION
October 27, 2022
7:30 PM

Minutes

Call to Order:

Meeting called to order at 7:32 pm via Zoom.

In attendance Mayor Munyeneh, Council Members Nettles, Watson, McCann, Dalaker, Fry Garces

Town Attorney: Jason DeLoach

Staff: Town Administrator – Dylan Galloway, Assistant to Town Administrator -Priscilla Matthews, Public Works Director – Steve Brayman, Town Accountant - Mike Lightfield, Town Clerk – Giselle Richards, Communications Specialist – Tonya Jones

Pledge of Allegiance and Flag:

- 1. Water Restoration presentation** – Low Impact Design Center and the Clean Water Partnership provided an update on stream restoration project and entertained questions
- 2. Motion to change agenda items order to 6-Lindsey&Associate, 5-5801 Arbor Street, 7 - Budget update for year to date actual , 4- Town Administrator Update made by CM McCann. 2nd by CM Watson. Approved unanimously**
- 3. Introduction of new auditor** – Mr. Bob Diss of Lindsey & Associates introduced himself to the Mayor & Council and answered questions regarding the services his company will provide the town
- 4. 5801 Arbor Street** - Attorney Nate Forman presented detailed site plan for 5801 Arbor St which is pending approval amendment of table usage with the PG Council. The request is to allow the existing usage zoning to remain the same to allow current tenants to continue to use the property instead of vacating the building. Seeking a recommendation of support for this detailed site plan from the Cheverly Mayor & Council
- 5. Budget update for year to date actual** – Town Accountant Mike Lightfield provided an update to the Mayor and Council for year-to-date actuals on the budget
- 6. Homestead Tax Credit**– CM Nettles & Mr. Lightfield presented information from research done for tax credits. Based on the criteria if residents applied via the state, roughly 400



residents would qualify for a physical impact to the town's budget would be around \$40,000. Mayor & council will continue discussion at next work session.

7. **Election ideas/proposals** – CM Nettles proposed lowering the voting age to 16 years old
A public hearing will be held in January at 6 pm before the town meeting to get resident feedback
8. **Council Salaries** – CM Nettles proposed raising the council salaries to offset the expenses incurred by the Mayor & Council to align with the current averages. Town Administrator suggests including the council's salaries in the study. CM Dalaker suggests this topic be brought up for discussion/vote in the January Town meeting
9. **Motion to extend the meeting for no more than 10 minutes made by CM Fry. 2nd by CM Nettles. Approved unanimously**
10. **Update by CM Fry & Garces Regarding Cheverly Station Apartments –**
11. CM Garces – No major update for the apartments. Residents are noticing a significant increase in their PEPCO bills. Residents are having better interactions with the new staff in the rental office.
12. **Town Administrator Update –**
 - Waiting for a response from the deputy director of animal control to finalize a community wide meeting. Tentative 11/15/22 or 11/16/22
 - Kilmer street- halted WSSC projects until issue resolved
 - Cheverly East Park Maintenance- asked CM Garces for requests on how to update
 - Vaccination Clinic was successful
 - PGCMA next Thursday
 - Upcoming events:
 - Fireworks 10/28/22
 - Parade 10/29/22
 - Trunk or Treat 10/31/22
 - Alzheimer's Meeting 11/16/22
 - American Red Cross Blood Drive 11/17/22
13. **Review of November Town Meeting Agenda and Future Requests -**
 -
14. **Motion to adjourn at 11:30 pm made by CM Watson. 2nd by CM Nettles**

Approved unanimously.



MEMORANDUM

Date: November 7, 2022

To: Dylan Galloway, Town Administrator

From: Steve Brayman, Director of Public Works

Subject: **FY23 Position Adjustment Request**

The Department of Public Works is requesting the following position adjustments. Cost estimates for FY23 (7.5 months or 62.5% of a FY23) for these position adjustments and reclassifications (using mid-points of the salary grade) and conversion of the part-time position (accounting for the FY23 budgeted part-time salary of \$24,197) are as follows:

- Unfreeze and reclassify the frozen Assistant Mechanic Grade 7 to Mechanic Grade 12 - \$41,122.50
 - This position has been frozen for several years and the fleet maintenance needs additional capacity. This will allow for the Department to have two Mechanics who co-manage the garage.
- Reclassify existing Laborer Grade 4 obtaining CDL to Equipment Operator Grade 11 - \$13,765.63 (career ladder promotion requires the position to be reclassified to avoid adding a new position)
 - There is an employee who is expected to obtain their CDL license soon. All CDL positions are graded at Grade 11 or above. The Department wants to retain this individual and use their CDL licensure to the Department's benefit.
- Reclassify existing Laborer Grade 4 obtaining Applicator's License (licensure to apply herbicides) to Foreman Grade 7 - \$5,166.88 (career ladder promotion requires the position be reclassified to avoid adding a new position)
 - There is an employee who is expected to obtain their Applicator's license soon. Reclassifying this position to Foreman is appropriate to recognize this additional capacity for the Department.
- Convert existing part-time Code Compliance Officer to Full-Time - \$16,811.25 (split between Town Administration and Public Works)
 - Both Town Administration and Public Works can significantly benefit by making this position Full-Time. Currently the position assists with additional Code Compliance capacity. Increasing this position to Full-Time would significantly enhance the Department of Public Works monitoring the increased utility construction in the Town.

Notes:

- The Assistant Mechanic has been frozen for multiple years, and the increased need for maintenance and repair is becoming more apparent post-pandemic.



- There remains a nation-wide shortage of CDL drivers.
- The Applicator's License would significantly benefit the Town, and these applicator duties are estimated to be 5% to 15% of their duties.
- It is estimated that the Administration and Public Works Departments can absorb the additional fringe benefit costs for the conversion of the part-time position.
- The salary costs for all of the conversions as calculated above are approximately \$79,377.
- The exact costs will vary slightly based upon current salaries and implementation dates. Mid-November was used for illustration purposes.
- These position adjustments would allow Public Works with some flexibility for filling current vacancies.

Recommendation and Request – Since there are potential variations that cannot be resolved until the current recruitment process for the new department leadership is completed, it is recommended that the Mayor and Council consider authorizing the Town Administrator to have discretion in implementing these reclassifications and conversions not to exceed \$80,000 in FY23. It may be possible that some of these additional FY23 costs can be absorbed through savings in other accounts, therefore allowing for any actual additional cost to the FY23 budget to be reconciled in a budget amendment closer to the end of the fiscal year.



MEMORANDUM

Date: November 7, 2022

To: Dylan O. Galloway, Town Administrator

From: Steve Brayman, Director of Public Works

Subject: **Community Development Block Grant (CDBG) Sidewalk Work**

Attached is a new County contract (952-H) with VMP for various asphalt and concrete work. Through discussions with the County CDBG staff, I have received advice that the Town should utilize this contract for the upcoming sidewalk work under the CDBG program.

Therefore, I am recommending that the Mayor and Council approve Town Staff to use this pricing as it is in the best interest of the Town. I am also requesting that the Mayor and Council authorize Town Staff to negotiate any costs not directly identified in this contract and needed to complete the sidewalk work associated with the Town's PY47 CDBG project. Lastly, I am recommending that the Mayor and Council authorize the Town Administrator to execute a contract with VMP that is satisfactory to the Town Attorney and the CDBG program.

All efforts are being made to have this work completed by the end of this calendar year.

ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANTS AGREEMENT (the "Agreement") is effective this 27th day of January 2022, by and between the MAYOR AND TOWN COUNCIL OF CHEVERLY (the "Town"), a municipal corporation of the State of Maryland, and THE LOW IMPACT DEVELOPMENT CENTER, INC., hereinafter referred to as "Consultant"

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

WHEREAS, the Town desires that Consultant provide such services; and

WHEREAS, the Mayor and Town Council have determined that it is in the best interest of the Town and for the good government, health and improvement of the Town, this is a professional service, and there is not a requirement for competitive bidding to enter into this Agreement with the Consultant for provision of on demand engineering services.

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 on an as requested basis 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 materials 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 advisory services with respect to civil and site engineering. All services shall be described in per task scope of work approved by the Town describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is 1 years from the effective date. The term may be extended by agreement of the Parties. All work shall be performed at the written request of the Town. It is understood by the parties hereto that time is of the essence in the completion of approved services under this contract.

4. **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 following hourly rates.

Principal Engineer/P.E./Project Manager	\$ 160.00
Sr. Environmental Planner	\$ 147.00
Sr. Civil/Environmental Engineer	\$ 125.00
Engineer/Landscape Architect	\$ 100.00
GIS Technician/Designer	\$ 70.00

The not to exceed contract price for each project or task shall be included in an 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, may be billed to

the Town as reimbursable expenses, at cost. Consultant must notify the Town prior incurring them if reimbursable costs are expected to exceed \$ 100.00 per task. The Town shall pay Consultant for approved tasks and expense reimbursement on monthly basis subject to receipt and approval of an invoice by the Town. 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 the hourly rates referenced herein.

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

Required affidavits and certifications
Approved task scope of work and not to exceed cost
Certificate(s) of Insurance and additional insured endorsement

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. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers' Compensation, Consultant will name the Mayor and Town Council of Cheverly and any contract partner designated by the Town, as an additional insured and will provide an additional insured endorsement for all coverages except workers compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate.
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury property damage \$1,000.00 each occurrence/aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$1,000.00 each occurrence/aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, 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.

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities and the provisions § 5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and save harmless the Consultant, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or willful act or omission on the part of the Town, its agents, servants employees and subcontractors.

9. **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 conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the 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 identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be unavailable to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **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 contract documents, each of which shall constitute a 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. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

18. **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, services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or ant by certified mail to the parties at the following addresses:

To the Town: Dylan Galloway
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785

To the Consultant: Neil A. Weinstein, P.E., RLA, AICP, ASLA, ASCE, ENV SP
Low Impact Development Center, Inc
5000 Sunnyside Ave, Ste 100
Beltsville, MD 20705

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorneys' fees.

21. **Enforcement Provisions.** The failure of the Town of Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under the Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflicting of law rules, as if this Agreement were made and to be preformed entirely within the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince George's

County, Maryland, in any action arising out of or relating to this Agreement, and waive any other venue to which either party may be entitled by domicile or otherwise.

23. **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 each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Materials.**

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

B. Materials independently developed and owned by the Consultant or other authors and third parties, 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 the review remain the property of the Town and may not 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 only such data or derivatives of it to any third party without the written permission of 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.

25. Counterparts and Right.

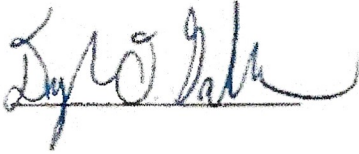
(a) This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

(b) The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

IN WRITTEN WHEREOF, the parties hereto have executed this Agreement under seal
the day and year first above written.

ATTEST:

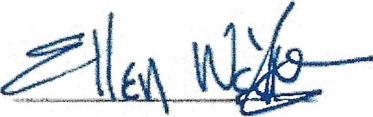
MAYOR AND TOWN COUNCIL
OF CHEVERLY



By: Kayce Munyeneh
Kayce Munyeneh, Mayor

WITNESS:

LOW IMPACT DEVELOPMENT CENTER, INC.



By: William M. ... Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

Jason A. DeLoach
Town Attorney

Prince George's County, Maryland
Department of Public Works and Transportation
Office of Project Management
9400 Peppercorn Place, Suite 310
Largo, Maryland 20774

Bid Due Date 1/21/2022
Bid Due Time 11:59 PM
Bid Number 952-H(D)A

(The) VMP CONSTRUCTION COMPANY, INC. (name of firm)
hereby submits the following bid for the Contract No. 952-H(D)A

Having carefully examined the Information/Instructions to Bidders, the General Terms and Conditions of the Contract, the entire bid documents, drawings, specifications, and Addenda No. Addendum No.1 and No. 2
Clarifications Numbered _____ and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, equipment, materials, supervision, etc., required by the documents for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

EVALUATED BID TOTAL: (Equals Based Contract Price + Contingent Items Total)

ONE MILLION THREE HUNDRED SIX THOUSAND ONE HUNDRED FIFTY DOLLARS AND ZERO CENTS

(words written out)

\$1,306,150.00

Evaluated Bid Total (Figures)

Item No.	Qty	Unit	Description	Unit Price	Amount
2003	10	CY	Test Pit Excavation	\$5.00	\$ 50.00
3001	500	LF	Six Inch (6") Diameter Perforated Polyvinyl Chloride (PVC) Under-drain Pipe or Outlet (Schedule 40)	30	\$ 15,000.00
3002	5	EA	Six Inch (6") Solid Polyvinyl Chloride (PVC) Under-drain Cleanout Assembly (Schedule 40)	\$400.00	\$ 2,000.00
5001	800	Tons	Hot Mix Asphalt SUPERPAVE 12.5 MM, PG 64-22, Low ESALS	\$78.00	\$ 62,400.00
5002	600	Tons	Hot Mix Asphalt SUPERPAVE 9.5 MM, PG 64-22, Low ESALS	\$78.00	\$ 46,800.00
5003	100	TONS	Hot Mix Asphalt SUPERPAVE 19.0 MM, PG 64-22, Low ESALS	\$90.00	\$ 9,000.00
5004	12,000	SY	Partial Depth Patching upto Eight Inch (8") Depth	\$43.00	\$ 516,000.00
5005	8,000	SY	Full Depth Patching upto Fifteen Inch Depth (15")	\$45.00	\$ 360,000.00
5006	10,000	SY	Milling Hot Mix Asphalt Pavement, One-Inch to Two & a half-Inch (1"-2 1/2") Depth	\$3.75	\$ 37,500.00
5007	1,000	SY	Remove and Replace Residential Driveway Entrance, STD No. 200.01; 200.02	\$60.00	\$ 60,000.00
5009	10,000	LF	Five Inch (5") Yellow Thermo-plastic Pavement Marking	\$1.00	\$ 10,000.00
5010	10,000	LF	Five Inch (5") White Thermo-plastic Pavement Marking	\$1.00	\$ 10,000.00
6001	1,500	LF	Remove and Replace Concrete Curb and Gutter PG County STD .300.01; 300.02; 600.04	\$27.00	\$ 40,500.00
6002	15,000	SF	Four -Inch Thick Concrete Sidewalk PG County STD. No. 300.05; 300.06; 300.07; 300.08	\$6.00	\$ 90,000.00
6003	800	SF	Remove and Replace Concrete Handicap Access Ramp	\$18.00	\$ 14,400.00
7001	1,000	SY	Shoulder Restoration Using Furnished Top Soil, Seed and Mulch	\$1.00	\$ 1,000.00
TOTAL BASE CONTRACT PRICE - GROUP A					\$ 1,274,650.00

CONTINGENT ITEMS (INCLUDED IN EVALUATED BID TOTAL FOR EVALUATION PURPOSES ONLY) NOT INCLUDED IN BASE CONTRACT TOTAL:				UNIT PRICE	AMOUNT
2001	100	CY	Class 1-A Excavation	\$5.00	\$ 500.00
2002	100	CY	Borrow Excavation	\$5.00	\$ 500.00
3003	200	SF	Remove and Replace Reinforced Concrete Inlet Top Slabs	50	\$ 10,000.00
3004	50	LF	Remove and Replace Storm Drain Inlet Throat	\$40.00	\$ 2,000.00
5008	150	SY	Remove and Replace Commercial Driveway Entrance STD NO. 200.03; 200.04 & 200.05	\$90.00	\$ 13,500.00
5011	100	LF	Twenty four Inch (24") Wide Thermoplastic Stop Bars t	\$15.00	\$ 1,500.00
5012	100	SF	Thermoplastic Pavement Marking Arrows or Letters	\$15.00	\$ 1,500.00
6004	1,000	SY	Shoulder Restoration Using Graded Aggregate , CR-6	\$2.00	\$ 2,000.00
SUB-TOTAL FOR CONTINGENT ITEMS - GROUP A					\$ 31,500.00