

TOWN OF CHEVERLY, MARYLAND MAYOR AND TOWN COUNCIL

WORKSESSION February 24, 2022 7:30 PM

AGENDA

- 1. Call to Order
- 2. Pledge of Allegiance
- **3. Grant Request –** Cheverly Cert will present a grant request.
- **4. Police Complaints Board Update** Ms. Ganesha Martin will provide an update to mayor and council on the police complaints board
- **5. Police body worn camera** -Interim Chief Miller will propose new body worn cameras to mayor & Council.
- **6. Public Works Building** Keller Construction Management, the Town's Design Build partner, will be presenting a preview of the draft preliminary plan of the new William Eley, Jr. Building. This building will be the new headquarters for the Department of Public Works and incorporate public meeting space on the second story.
- 7. Infrastructure / Water Woes Updates
 - a. MOU with Prince George's County for Crestlawn Ave storm drain project
 - **b.** Parkway Place Proposal
 - c. Catch basin improvements
 - **d.** Asphalt / Concrete
- **8. Town Seal** Sophie Marley with Neighborhood Design Center will provide and update on the Town Seal status
- 9. ARPA Budget Mayor and Council will discuss the proposed ARPA budget.



- **10. DC Circulator** Mayor Munyeneh will provide an update on the DC Circulator project.
- **11. Town Administrator Update** Town Administrator Galloway will provide a report to the Mayor and Council of actions taken under the COVID-19 state of emergency.
- **12. Review of March Town Meeting agenda and future requests** Mayor and Town Administrator will offer a forecast of the March Mayor and Council Town Meeting agenda. Mayor will seek Council input on agenda items for consideration for future meetings.
- 13. Adjourn

Zoom Information:

When: Feb 24, 2022, 07:30 PM Eastern Time (US and Canada)

Topic: Cheverly Mayor & Council Work session Please click the link below to join the webinar:

https://us02web.zoom.us/j/82551558763?pwd=SkU0MDI5TmNWYVBMNXIFVk8vNEp0UT09

Webinar ID: 825 5155 8763

Passcode: 916656 Or One tap mobile :

US: +13017158592,,82551558763#

Or Telephone:

US: +1 301 715 8592

Cheverly

Grant	:#

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.

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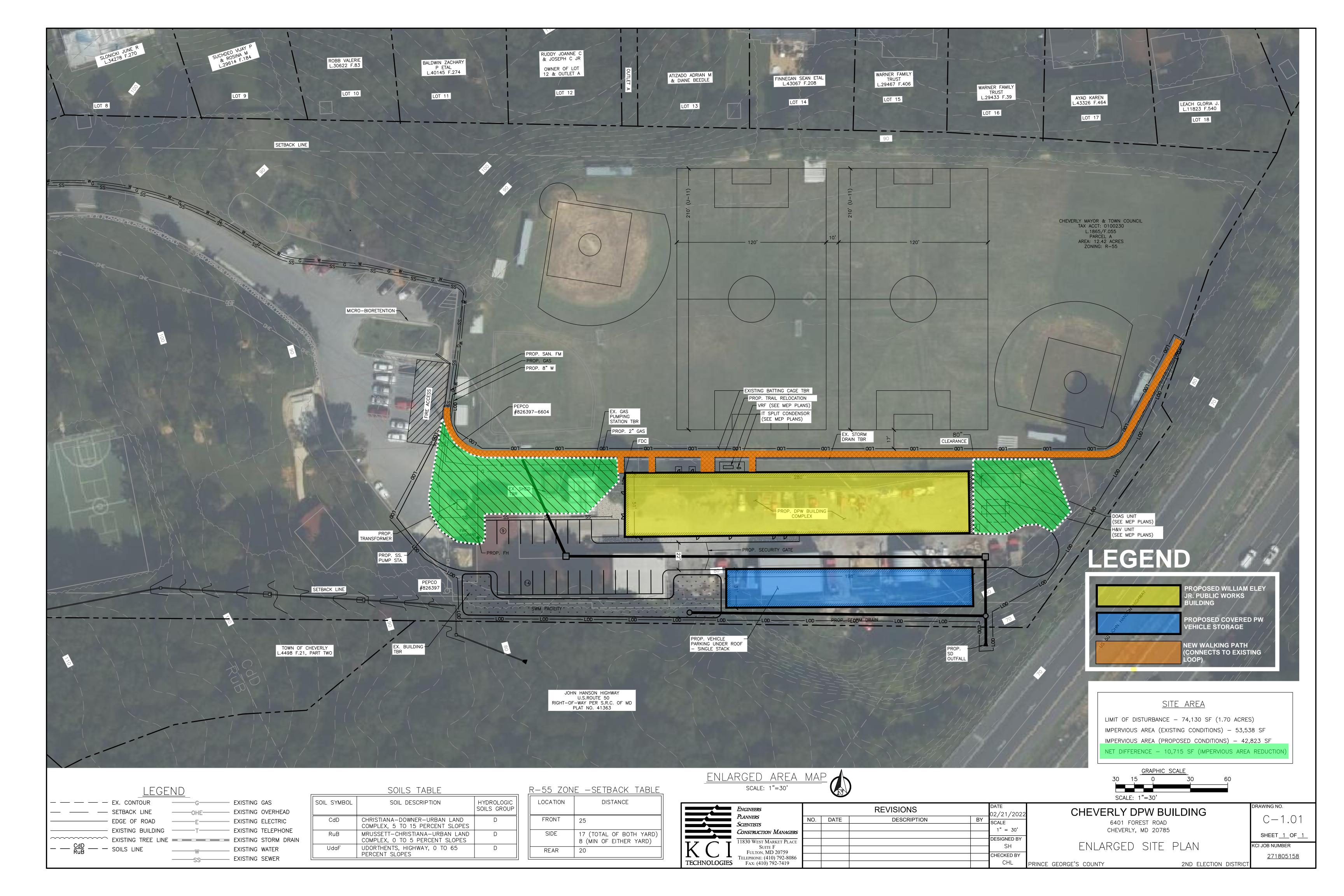
- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.
- As duly authorized by the above named organization to accept this grant, I assume full
 responsibility for the proper expenditure of funds for the requested expenses and will
 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 30th.
- 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.

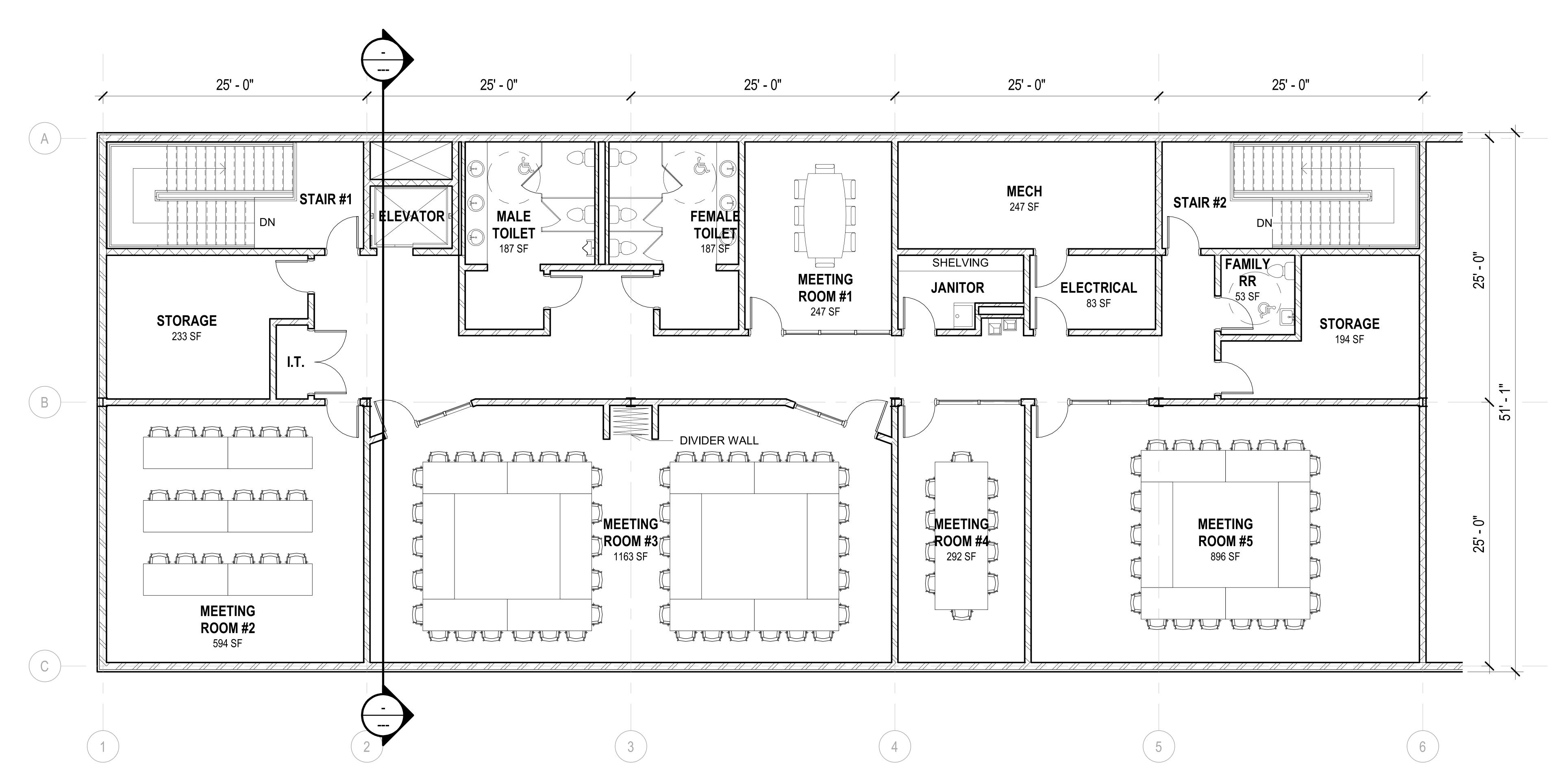
Date: 2/8/2022	
·	Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

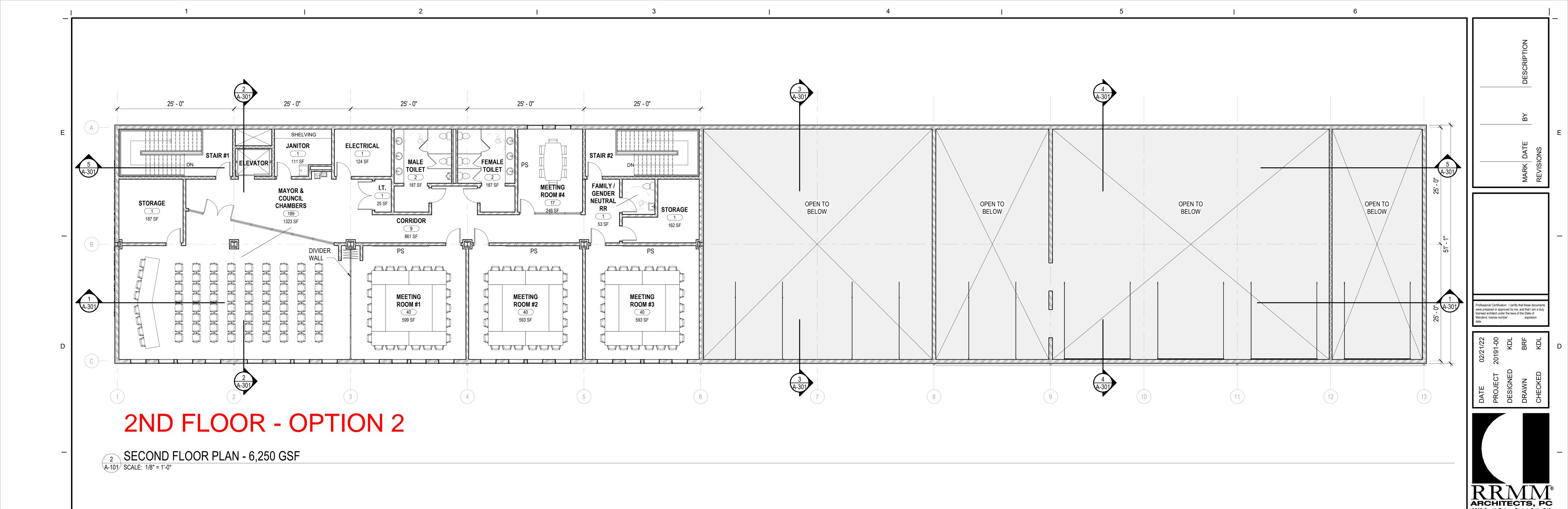
- ❖ THE PURPOSE OF THE GRANT REQUEST.
- ❖ A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.
- ❖ A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.
- ❖ A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.
- ❖ THE OVERALL BENEFIT TO THE COMMUNITY.

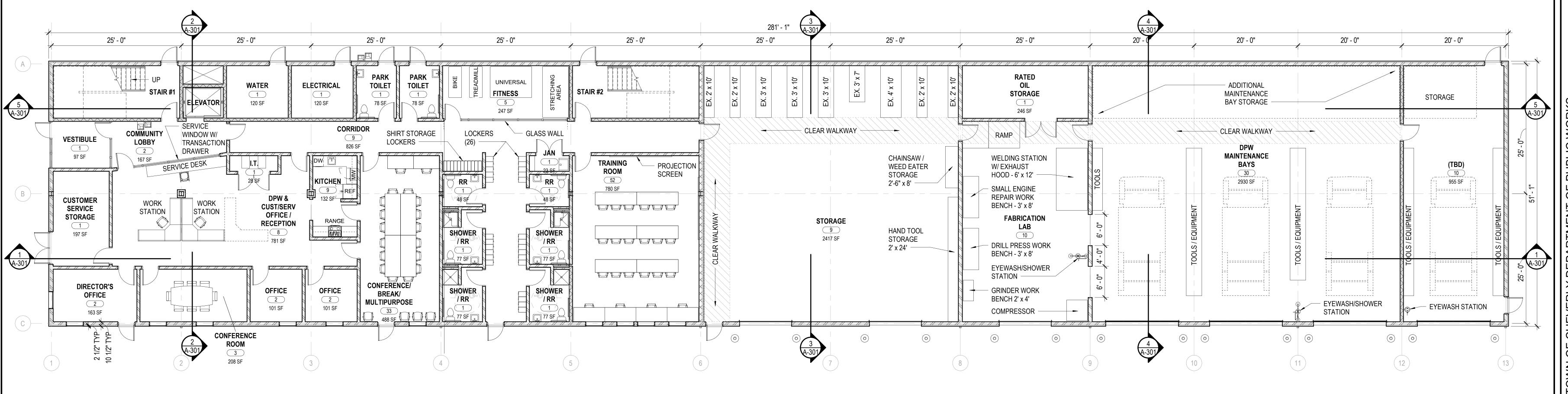
- 1. The purpose of the grant request. This grant is to fund the cost of the equipment to be used by Cheverly Community Emergency Response Team (CERT).
- 2. A detailed description of the project/program you wish to execute with the Cheverly Grant program funding. The equipment will be used by Cheverly CERT to assist with first aid and disasters. This will allow for quicker response times within Cheverly and the surrounding areas.
- 3. A detailed accounting of amounts and activities/items for which the grant funds shall be utilized. The equipment will be purchased with the funds. The equipment will be housed in the Cheverly CERT Trailer at the Cheverly American Legion parking lot at 3608 Legion Drive Cheverly, MD. Cheverly CERT requests a grant of \$2,000.00 for this purchase.
- **4.** A detailed timeline of the expenditure of funds. Funds will be used to purchase the cargo trailer by May 30, 2022. A detailed report of expenditures will be submitted to the Mayor and Council by June 30, 2022.
- 5. The overall benefit to the community. The equipment will be used by the Cheverly CERT team to assist first responders with emergency and have the needed equipment to respond to community emergencies and disasters.





2ND FLOOR - OPTION 1





FIRST FLOOR PLAN - 14,000 GSF

A-101 SCALE: 1/8" = 1'-0"

PROJECT TOWN OF CHEVERI

CHEVERLY DPN
6401 FOREST ROAD, CHEVER

Arlington, Virginia 22206 (703)998-0101

A-101

MUNICIPAL PARTICIPATION AGREEMENT

THIS AGREEMENT made this ______ day of ______, 2022, by and between Prince George's County, Maryland, (hereinafter the "County") a body corporate and politic and the Town of Cheverly (hereinafter the "Town").

WHEREAS, the County has included funding in its FY 2022-2027 Capital Improvement Program for Municipal Participation Storm Drainage Improvement Projects and makes Three Hundred and Seventy Thousand Dollars and Zero Cents(\$370,000.00) available to correct and improve the storm drains in and around Crestlawn Avenue and Parkway Street in Cheverly, MD and as described in the attached technical proposal found in Attachment A - (hereinafter called the "Project"), and

WHEREAS, the Project will consist of tasks or components including the installation and upgrading of public storm drain systems to County standards in and around the Crestlawn Avenue and Parkway Street and as described in Attachment A, and

WHEREAS, the Project has been accepted as a participation project by the County through adoption and approval by the Prince George's County Council of CB-35-2021 on May 27, 2021, in accordance with the qualifying guidelines listed in the guideline entitled October 1996, "Prince George's County Municipal Storm Drainage Participation Program Guidelines," dated October 1996

and revised April 2015 (hereinafter called Municipal Participation Guidelines), and

Whereas, the parties wish to define their responsibilities with respect to the design, construction and funding of the Project.

NOW, THEREFORE, the parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, agree as follows:

- 1. The Project will be designed and constructed according to County standards and as described in the technical proposal prepared by Ecosite, Inc., revised and dated September 1, 2021 and titled "Storm Drain Improvements: Crestlawn and Parkway Streets" found in Attachment A, including the storm drain verification correspondence from Ecosite, Inc. dated July 20, 2021.
- 2. Unless otherwise specified in this Agreement, the procedures and requirements for carrying out and funding the Project shall follow the provisions set forth in the revised April 2015, "Prince George's County Municipal Storm Drainage Participation Guidelines" attached hereto as Attachment B and specifically incorporated herein.
- 3. The Town agrees to submit to the County all plans, specifications and contract documents, including all

Federal and State permits for construction of the Project. The Town will obtain concept approval and project case number assignment from the Department of Permitting, Inspections and Enforcement (DPIE). County's Department of the Environment (DoE) Project Manager will be responsible for the technical review of the plan.

4.

The Town will prepare Schedule A, description of perpetual storm drain easement, and Schedule B, sketch of perpetual easement, for all easements required for construction, installation and future maintenance of proposed storm drainage systems. Once Schedule A(s) and Schedule B(s) are prepared for all required easement(s), the Town shall submit to DoE for County Engineer to review. Once approved by the County Engineer, the County Engineer will provide through DoE actual the Storm Drainage Easement document accompany each Schedule A and B to the Town. The Town from will obtain signature and notary property owner(s) for each required easement. The Town shall submit final, executed easement documents to County Engineer through DoE for recordation into County Land Records. Construction shall not be authorized until all easements have been obtained by the Town and

submitted to the County Engineer through DoE. Payment for any construction work will be denied by County until all required easements are provided by the Town. The Town agrees to perform and complete design, permit acquisition, obtain requisite approvals, and obtain any necessary easements, if any, for construction in accordance with the design and construction schedule included in Attachment A. The Town Shall be responsible for the future maintenance of the public under drain system if included in the project.

- 5. This Agreement shall take effect upon execution and shall continue for three years from that date.
- 6. The Town shall obtain a minimum of three (3) certified quotations or bids to perform construction of the Project and shall follow the bid guidelines set forth in the attached Municipal Participation Guidelines.

 The Town shall award the bid to the lowest qualified bidder and shall present that bid to the Prince George's County Department of the Environment, Sustainability Division (formerly Sustainable Initiatives Division) for bid approval as required in the Municipal Participation Guidelines.
 - 7. The Town shall provide for the payment of prevailing wages to all workmen and apprentices employed on the

construction of the Project. Prior to obtaining quotations or bids, the Town shall obtain from the County current applicable wage rates for the Project improvements and incorporate into each bid package the current version of the County's Wage Rates and Additional Clauses, for compliance by successful bidders when awarded contracts.

- County certified Minority Business Enterprises

 (hereinafter "MBE") to perform no less than Thirty

 (30%) of the total County funds committed by the

 County by utilizing the MBE utilization package.

 Additionally, the Town shall comply with Prince

 George's County Jobs First Act CB-17-2011 and meets

 the requirement of one hundred percent (100%)

 certified County based small business participation if

 the value of Agreement is below five hundred thousand

 (\$500,000.00) dollars in accordance with Section 10A
 161.
 - 9. The Town shall not engage in trade in contravention with County laws concerning embargoed nations or conduct business with person or firms which have been suspended or barred from participation in contract activities with any government.

- 10. Upon receipt of supporting documentation specified in the Municipal Participation Guidelines, the Department of the Environment agrees to reimburse the Town for a portion of the costs incurred in the design and construction of the Project, not to exceed Three Hundred and Seventy Thousand Dollars and Zero Cents (\$370,000.00), unless otherwise agreed upon by the parties. The schedule and requirements for reimbursement shall follow the Municipal Participation Guidelines. The County retains the right to review and adjust the invoices where it believes that the amount of work performed has been less than the invoiced amount. Final approval and final payment will not be considered until the provisions set forth in the "Payment Schedule" and "Final Payment/Project Closeout" of the Municipal Participation Guidelines are met. Unless otherwise agreed to by the County, the County shall not be responsible for reimbursing the Town for costs after the termination date of this Agreement.
 - 11. The Town shall submit and certify a final accounting of the costs of the Project which shall be the basis of the County's payment to the Town. This final accounting shall be audited by the County and shall

- not exceed the total cost as provided in paragraph 10 herein.
- 12. The Town agrees up until the time the County accepts
 the Project to indemnify, save harmless and defend the
 County from and against any and all claims, demands,
 suits, liabilities, losses, damages, judgments, and
 payments including attorney fees claimed or made by
 persons not party to this Agreement.
- 13. The County warrants that it's participation in the

 Project is authorized and that it shall employ every

 effort to ensure the Project remains authorized in the

 Capital Improvement Program until the project is

 accepted.
- 14. This Agreement is subject to availability of County funds.
- 15. The terms and conditions of this Agreement shall be governed by the laws of the State of Maryland and Prince George's County Maryland.
- of religion, race, sex, age, color, occupation,
 familal status, marital status, political opinion,
 personal appearance, sexual orientation,
 physical/mental handicaps or national origin.

- 17. The County shall have the right to terminate this Agreement upon (30) days written notice should the Town fail to abide by the terms of this Agreement, including the attached Municipal Participation Guidelines.
- 18. Failure of the County to enforce any provisions or terms of this Agreement and the attached Municipal Participation Guidelines shall not be deemed a waiver of said provisions and terms.
- 19. No changes, modifications or amendments shall be effective for any purpose without prior written approval of the County.
- 20. In the event that any provision of this Agreement shall be held invalid or not enforceable by any Court of competent jurisdiction, such provision shall not invalidate or render unenforceable any other provision hereof

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written above.

TOWN OF CHEVERLY, MARYLAND

Witness	
	Printed Name:
	Title:
	Employer ID#
PRINCE GEORGE'S COU	NTY, MARYLAND
Witness	By:
	Floyd E. Holt
	Deputy Chief Administrative Officer for Office of the County Executive
Reviewed & Recommend	d Approval:
Andrea L. Crooms, Di	irector
Department of the En	
Reviewed for legal :	sufficiency
Office of Law	

Attachments:

- A Technical Proposal of Ecosite, Inc. revised and dated February 21, 2022 titled Storm Drain Improvements: Crestlawn and Parkway Streets, including the storm drain verification correspondence from Ecosite, Inc. dated July 20, 2021.
- B Prince George's County Municipal Storm Drainage Participation Guidelines

Ecosite, Inc.

Ecologically Sensitive Design Technology

Rev. February 21, 2022

Tel: 410-804-8000

SUBMITTED VIA EMAIL: sbrayman@cheverly-md.gov

Mr. Stephen A. Brayman Director of Public Works 6401 Forest Road Cheverly, MD 20785

RE: Storm Drain Improvements: Crestlawn and Parkway Streets

Dear Mr. Brayman,

Ecosite, Inc. is pleased to submit an updated technical and fee proposal and short form contract to provide the required engineering services related to the proposed storm drain improvements for Crestlawn and Parkway Streets. In addition, I have attached a preliminary construction cost estimate, as required by the Department of the Environment (PGDoE).

The scope of work, schedule and costs for these services are summarized below. The proposed budget for this work is detailed in Attachment 1, and totals \$ 47,025.00 The preliminary construction cost estimate totals \$ 322,975.00 and the combined design and constructions costs total \$ 370,000.00

We appreciate this opportunity to offer our services. If you have any questions or need additional information please let me know.

Sincerely,

Michael L. Clar, PE

President

4920 Niagara Road, Suite 311 College Park, MD 20740

M. Le

SCOPE OF WORK

The proposed work will be conducted in five (5) major tasks which include:

- Task 1 Background Information
- Task 2 30% Concept Plan Design
- Task 3 70% Construction Plans Design
- Task 4 Final Design & Bid Phase Services
- Task 5 Construction Support Services

Task 1 - Background Information

Task 1.1 – Site Survey

Ecosite will develop a base map of the project site which will include the following features:

- Property lines
- Topographic mapping (elevation) including invert of existing 10-inch culvert
- Environmental features (floodplain, soils, wetlands, vegetation)
- Existing improvements (roads, buildings, etc.)

In addition. 2 storm drain easement documents will be prepared for submittal to DPIE.

Task 1.2 – Wetlands Assessment & NRI Report

MNCPPC regulatory requirements for this project call for the submission of a NRI application to be completed by a FCA Qualified Professional. Ecosite, using a qualified subcontractor, HLS, will complete the NRI application required by the MNCPPC to include the following required information:

- 1. Identification of boundaries of all lots and/or parcels included in the project limits.
- 2. Completion of a forest stand delineation and subsequent report.
- 3. Completion of a specimen tree analysis.
- 4. Completion of a soils report.
- 5. Completion of a wetland delineation (if applicable).
- 6. Completion of NRI application including all required documentation.

Task 1.3 – Downstream Storm drain Structures Field Verification

Ecosite will conduct a field verification and documentation of downstream structures as shown in Figure 1. It includes the following structures:

- Inlet in front of 2302 Crestlawn Ave.
- Inlet at corner of Crestlawn Ave. & Arbor St.
- Manhole in front of 6115 Arbor St
- Manhole at intersection of Arbor & Parkway St
- Outfall adjacent to 6121 Arbor St
- Inlet on Cheverly Circle
- Inlet in front of 2309 Parkway



Figure 1 – Downstream Storm drain Structures

Legend: o – sd inlet o – sd manhole sd pipe

TASK 2 – Preliminary Concept Plan (30% Design)

Task 2.1 - Hydrologic / Hydraulic Analysis

Using the survey task information, as well as soils and land use data, Ecosite will develop the existing hydrology for the existing culvert pipe at 2302 Crestlawn Street. In addition this analysis will also be conducted for the existing inlet on Cheverly Circle. Drainage divides and land use conditions will be field verified. Times of concentration and runoff curve numbers will be developed using either the Rational Method or standard NRCS Technical Release 55 (TR-55) methodology. This data will be used to derive the 1-, 2-, 10-, and 100-year existing and ultimate land use conditions storm flows. The analysis will include:

• Develop a drainage area map

- Calculate storm flows for the 1,2,10 and 100-year storms
- Evaluate the required pipe size and hydraulic condition
- Develop preliminary pipe alignment and hydraulics

Task 2.2 – 30% Conceptual Design

Based on the analysis in Task 2.1, Ecosite will prepare a preliminary concept plan for the proposed storm drain project. The plan will show the proposed size and alignment of the storm drain system including all proposed structures. This plan will be reviewed with the Town of Cheverly, property owners, and the Prince George's County DOE.

If the area of proposed disturbance exceeds 5,000 square feet, an erosion and sediment control (ESC) concept plan will also be prepared for SCD review and approval.

The approved ESC concept plan and the 30% drainage improvement plans will be submitted to DPIE for review and approval. The plan will be prepared on standard 24 x36 black and white plan view drawings and may include typical details for any proposed drainage structures or stormwater practices.

Task 2.3 – 30% Conceptual Plan Cost Estimate

A preliminary order-of-magnitude cost estimate for the construction and oversight of the proposed plan will be provided. Also, a cost estimate for the replacement of the existing 18-inch culvert across Crestlawn Ave. will be provided as an optional item.

Task 2.4 - Meetings / Coordination

Ecosite will attend up to two meetings with the Town, DOE and property owners to review, discuss and finalize the 30% concept plan and take it to the next design phase. Meetings can occur on site, or at the Town offices, as requested.

TASK 3 – 70% DESIGN SERVICES

Upon receipt of review comments from the Town, property owners, DOE, and DPIE, Ecosite will perform engineering design, prepare design plans and memorandum to support the storm drain and flooding improvements design and develop these plans to a 70% design level. No interim submittals are planned. The following subtasks will be performed:

Task 3.1 - Detailed Design of Storm Drain Improvements

To obtain the applicable regulatory approvals, the required H&H computations to document the proposed hydraulics including sizing of all temporary and permanent erosion and sediment control measures will be prepared.

Task 3.2 - Detailed Erosion and Sediment Control Design

The proposed limit of disturbance is anticipated to exceed 5,000 square feet, therefore, PGSCD review and approval of a comprehensive erosion and sediment control plan is required. The plan will address the erosion and sediment requirements to improve the storm drain system, and flooding conditions. A sequence of construction, construction access, and applicable notes and details will be provided on the erosion and sediment control plan.

Task 3.3 - 70% Design Submittal

The following contract documents will be prepared and submitted to the Town, DOE, PGSCD and DPIE

- Title Sheet: Including vicinity map, index of sheets, legend, and project title. The Contract Number, tax map, grid/block, parcel, and lot information (will be displayed in the title block of all sheets).
- Geometry Sheets: Includes geometric data, benchmarks, and other information necessary to locate the proposed design features.
- Plan Sheets: Includes horizontal and vertical alignment of proposed improvements, proposed outfall sections and structures, profiles, and details, existing and proposed contours, stabilization structures, existing utilities, construction access locations, property boundaries with property owner information (parcel/lot number, zoning, and ownership), existing and proposed tree line, floodplain boundaries, topographic base map information, and general notes and details.
- Profile Sheets: Including a profile of the proposed outfall alignment.
- Detail Sheets: Includes special details necessary for this project. Erosion and Sediment Control Sheets: Includes existing contours and proposed grading, sequence of construction, drainage area map, general notes and details, erosion and sediment control devices, in-outfall work, and methods of diverting outfall flow during construction.
- As-built plans of existing storm drain structures on Crestlawn, Arbor, Parkway and Cheverly Circle.

Task 3.4 - Engineer's Construction Cost Estimate

A final construction cost estimate will be provided in list format with required materials, quantities, and unit costs.

Task 3.5 - Advance 70% to Final

The project team will attend up to three (3) meeting with the Town, DOE project managers, PGSCD, and DPIE to review the 70% Submittal; address agency comments and prepare comment responses; and prepare and resubmit the Final Contract Documents to the Town, DOE, PGSCD and DPIE for final review and approval.

TASK 4 – FINAL DESIGN & BID PHASE SERVICES

Task 4.1 - Final (100%) Contract Documents

After Town and DOE approval of the items included in the Semi-final, 70% design phase, the Contract Documents will be advanced to Final.

Task 4.2 - Obtain Required Regulatory Approvals

The project team will coordinate PGSCD / DPIE plan approval and obtain signatures.

Task 4.3 - Bid Phase Services

Under this task, Ecosite will prepare a full Bid Document package that the Town can use to procure a Contractor for the project. The Bid Document package will include the following items.

NOTICE TO CONTRACTORS

DADET	DIECDIA	TION INTOTE	TIOTIONIC TO	DIDDEDG
PART I		ATION / INSTR	LICTIONS TO	RIDDERS

PART II GENERAL TERMS AND CONDITIONS OF THE CONTRACT

PART III SUPPLEMENTAL GENERAL CONDITION

PART V SPECIAL PROVISIONS

PART VI LIST OF CONTRACT DRAWINGS

PART VII ATTACHMENTS

PART VIII BID RESPONSE PACKAGE

Ecosite will attend up to two site meetings including a pre-bid meeting, and respond to up to two contractor requests for information.

TASK 5 – CONSTRUCTION SUPPORT SERVICES

Ecosite will provide the required construction management services related to the proposed storm drain improvement project. These construction management services include the following tasks:

- Task 5.1 Pre-construction Meeting
- Task 5.2 Weekly Inspection Services
- Task 5.3 Review and Certification of Invoices
- Task 5.4. Final Project Inspection
- Task 5.5. Documentation & Reporting

Task 5.1 – Pre-construction Meeting

Prior to the start of construction, Ecosite will schedule a pre-construction meeting with the selected contractor. The meeting will review the contractor's proposed schedule, traffic control procedures, and details of proposed improvement activities.

Task 5.2 – Weekly Inspection Services

Ecosite will provide limited construction inspection services consisting of 3 weekly visits to the construction site to inspect construction activities. The inspection activities will be coordinated with the contractor's schedule to ensure that Ecosite is present at all critical points of construction. In addition, Ecosite will be on call during all working hours to assist the contractor with any questions that may arise during construction.

For costing purposed Ecosite has estimated that the contractor will require four (4) weeks to complete the work, which will result in a total of 12 inspection visits to the work site.

Task 5.3 – Review and Certification of Invoices

Ecosite will review all invoices submitted by the contractor and verify that all the work and material quantities included in the invoice are correct. It is anticipated that some field changes and change orders may arise during the project and Ecosite will review all change orders and recommend to the Town whether to accept, modify or reject any change order.

Task 5.4- Final Project Inspection

When all the work is completed, Ecosite will schedule a final inspection and walk through with the contractor and Town representative. If needed, Ecosite will develop a check list of any final clean up and restoration activities required by the contractor to complete the work and leave the site in a clean and safe condition.

Task 5.5- Documentation and reporting

Ecosite will prepare a monthly progress report that documents the status of the restoration work identifies any issues that arise from the work and the manner in which they are addressed. Upon completion of all work. An as-built survey of the constructed project will be conducted and the required as-built plans will be prepared and submitted to the Town and DOE as part of this Task.

SCHEDULE

The schedule for the project is presented by Task in Table 1 below;

Table 1. Project Schedule

TASK	Completion Schedule
TASK 1 – Background Information	3 weeks after receipt of notice to proceed
TASK 2 - 30% Concept Design	45 days after completion of Task 1
TASK 3 – 70% Design	30 days after receipt of Town and agency review
	comments on Task 2
TASK 4 – Final Design &	
Bid Phase Services	30 days after receipt of Town and agency review comments on Task 3
TASK 5 – Construction & As-built plans	TBD & 2 weeks after completion of project construction

ASSUMPTIONS / EXCLUSIONS

This proposal is based upon the following exclusions and assumptions:

- This scope of work includes a total of three submittals to the regulatory agencies (the initial concept submittal, 70%, and final anticipating two rounds of comments) to account for potential changes in site plans and/or agency comments. Any additional processing or studies required to address supplementary information requested above and beyond that which is normally required by the regulatory agencies will require an addendum to this scope of work and fee.
- It is assumed that only incidental comments at each review phase and excludes major redesign.
- Utility data collection will be limited to MD Miss Utility flagging prior to survey.
- No additional work, other than that described in the Scope of Services, is included.

- All work will be performed utilizing programs such as AutoCAD, Photoshop, excel, etc.
- Construction Documents will be submitted as 70% and 100% complete.
- Excludes negotiations between the Town and the County regarding easements, plats, and ownership of storm drain. All proposed work is for the Town.

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any Additional Work (defined above), or any other services that are not specifically described as part of the Work listed in the Scope of Services above. ECOSITE's lump sum fee for the Work listed in the Scope of Services is as follows:

Tasks	DESCRIPTION	FEE
1	Background Information	\$ 20,477.
2	30% Concept Design	\$ 7,620.
3	70% Design	\$ 11,040.
4	Final Design & Bid Phase Services	\$ 3,320.
5	Construction Support Services	\$ 3,880.
	Subtotal	\$ 46,337.
	Other Direct Expenses	\$ 688.
Total		\$ 47,025.

NOTE: See attached Exhibit A, for price break down.

EXHIBIT A - FEE PROPOSAL

	Labor Cate		Amount			
TASK	PE /PLS /PM	Sr. Engr	Eng /LA	CAD Tech	Survey Crew	
	\$ 140 / hr	\$ 120 / hr	\$ 100 / hr	\$ 70 / hr	\$ 150 / hr	
TASK 1 – BACKG	ROUND INFO	ORMATION	Ī		-	
1-1: Site Survey						\$ 10,500
1.2 Wetlands & NRI Report						\$ 8,117
1.3 Downstream structures Verification						\$ 900.
1.4 Preliminary Cost Estimate						\$ 960
		Subtotal				\$ 20,477
TASK 2 – 30% DES	SIGN					
2-1: Hydrologic / Hydraulic Analysis	4 / 560		24 / 2,400	4/ 280		\$ 3,240
2-2: 30% Concept Plan	4/ 560		24 / 2,400	6 / 420		\$ 3,380
2-3: Concept Cost Estimate	1 / 140		3 / 300			\$ 440
2-4: Meetings / Coordination	4 / 560					\$ 560
		Subtotal				\$ 7,620
TASK 3 – 70% DES	SIGN					
3-1: Detailed Storm Drain Design	2 / 280		30 / 3,000	20 / 1,400		\$ 4,680

3-2: Detailed E&S Design	2 / 280		12 / 1,200	10 / 700		\$ 2,180	
3-3: 70% Design Submittal	4 / 560		20 / 2,000	10 / 700		\$ 3,260	
3-4: Construction Cost Estimate	1 / 140		3 / 300			\$ 440	
3-5: Advance 70% to Final	2 / 280		2/ 200			\$ 480	
		Subtotal				\$ 11,040)
TASK 4 – FINAL D	ESIGN & BII	PHASE S	ERVICES				
4-1: Final (100%) Contract Documents	2 / 280		6 / 600			\$ 880	
4-2: Obtain Required Regulatory Approvals	4/ 560	0	8 / 800			\$ 1,360	
4-3: Bid Phase Services	2 / 280		8 / 800			\$ 1,080)
		Subtotal				\$ 3,320)
TASK 5 – CONSTR	RUCTION SUI	PPORT SEI	RVICES				
Task 5.1 Pre construction Meeting			2 / 200			\$ 200)
Task 5.2 Weekly Inspection Services			20 / 2,000			\$ 2,000)
Task 5.3 Review and Certification of Invoices			4 / 400			\$ 400)
Task 5. 4 Final Project Inspection	1 / 140		3 / 300		2/300	\$ 740)
Task 5.5 Documentation & Reporting	1 / 140		4 / 400			\$ 540	
		Subtotal				\$ 3,880)

		TOTAL 1	LABOR		\$ 46,337.
OTHER DIRECT COSTS (ODCs)	QTY (Miles)	Unit Cost			
Travel	500	\$ 0.545		\$ 272.50	
Copies				\$ 200.00	
Prints				\$ 215.50	
		TOTAL C	DC's		\$ 688.00
	TOTAL CO	NTRACT (COST		\$ 47,025.

ATTACHMENT A SHORT FORM SUBCONTRACT AGREEMENT

Ecosite, Inc.

Beltsville, MD 2070

Ecologically Sensitive Design Technology

SHORT FORM SUBCONTRACT AGREEMENT

CONTRACT NO.	2021-15		
CLIENT ADDRESS:	Mr. Steve Brayman Public Works Director 6401 Forest Road Cheverly, MD 20785	TEL:. 301-773-2666 FAX: Cell:. E-Mail: rbrayman@cheberly-md.gov	
PROJECT NAME: DATE ORDERED: COMPLETION DATE: ORDERED BY:	Crestlawn Ave Storm Drainag June 7, 2021 TBD Steve Brayman	e Improvements	
DESCRIPTION OF SERV	TICES: Provide required engined	ering services to improve storm drain system on Cres	stlawn Ave
FEE BASIS: X FIXEL	PRICE T&M		
BUDGET ESTIMATE OR REQUIRED RETAINER:	FEE AMOUNT:	\$47,025.00 N/A	
		PLIANCE WITH THE ENGINEERING CON EEN THE MAYOR AND TOWN COUNCIL OF C	
CLIENT			
Signature of Aut	horized Representative	Date	
Print Name and	Title of Authorized Representati	ve	
Print Name of F	irm or Corporation		
ECOSITE, INC.			
M. Ler	_ce_		
0.00		Date: August 23, 2021	
Officer's Signatu	re		
4600 Powder Mill R	load, Ste 450-S16	Tel: 410-804-8000	

ATTACHMENT B

	CHEVERLY - CRE	STLAWN & PARK	WAY			
ESTIMATED	ENGINEERING	CONSTRUCTION	COST	ESTIMA	TE	
ITEM			QTY	Unit	Unit Cost	Amount
Mobilization			1	LS	13,416	13416
Maintain Traffic			1	LS	16,770	16770
Steel Plates for	Traffic Maint		2	EA	67	134
Construction Sta	akeout		1	LS	6708	6708
Clear grub			0.1	AC	11,180	1118
Class I Excavation	on & Disposal		658	CY	95	62530
Class 5 Excavation	on & Disposal		275	CY	73	19984
Saw Cuts			440	LF	6	2460
Removal & repl	acemnt of ex inlet		1.0	EA	11180	11180
15" RCP			220	LF	112	24596
18" RCP			150	LF	134	20124
Select Backfill			4.63	CY	168	777
Headwall			1	CY	3354	3354
manhole			3	EA	6708	20124
Restore paving			245	SY	134	32869
Plant material			1.0	LS	11,180	11180
			1.0	LS	1118	1118
					Subtotal	248442
			Continger	ncies (30%))	74533
					TOTAL	322975
			Engineeri	ng Design	47,025	370000

Ecosite, inc.

Memo

To: S. Brayman, Town of Cheverly

From: Michael Clar, Ecosite

cc: N. Wenstein

Date: 7/20/2021

Re: Crestlawn, Arbor & Parkway Stormdrain Verification

Ecosite conducted a stormdrain verification of existing stormdrain pipes and structures on Crestlawn, Arbor and Parkway streets. The objective of this verification is to evaluate the existing stormdrain infrastructure with respect to compliance with the County's (DPIE) standards and thus help to define the scope of work required to upgrade the system so that the Town can ask DPIE to accept ownership of the system.

Figure 1 in the attached PDF file presents the system layout that was verified. As the Figure indicates the majority of the system complies with DPIE standards with a few exceptions. The exceptions include:

- Structure S9. This structure is drained by a 12" iron pipe (See Figure 3) and will need to be upgraded to a 15" RCP form inlet S9 to the junction box S8 (See Figure 3).
- Junction box S8 also does not comply with DPIE standards and will need to be upgraded to a new manhole structure.
- Junction box S8 is connected to both the 12 " iron pipe from S9 and to a 15" terra cota from inlet box at 2309 Parkway (See Figure 3). This terra cota pipe and inlet box are not DPIE standards compliance and will need to be upgraded.

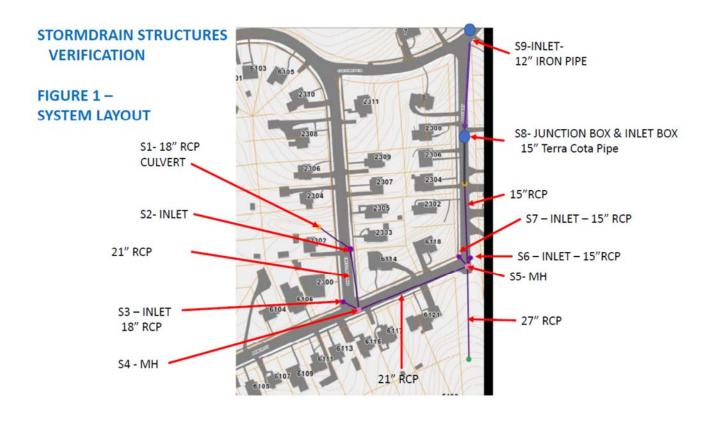




FIGURE 2 - SYSTEM PHOTOS



PRINCE GEORGE'S COUNTY MUNICIPAL STORM DRAINAGE PARTICIPATION PROGRAM GUIDELINES



SUSTAINABLE INITIATIVES DIVISION

OCTOBER 1996
REVISED APRIL 2015

GUIDELINES AND PROCEDURES FOR

MUNICIPAL STORM DRAINAGE PARTICIPATION PROJECTS

PURPOSE:

The following guidelines are established to provide administration of the Capital Improvement Participation with the Prince George's County Department of the Environment (DoE). The program is funded through the County's Capital Improvement Program (CIP) and duly approved by the County Council for the improvement of storm drainage systems to safeguard life and property of the citizens. Municipalities within Prince George's County (with the exception of the City of Bowie) are eligible to request storm drainage construction funds up to 100% of the storm drainage system from DOE's Sustainable Initiatives Division (SID).

I. SUMMARY OF THE STORM DRAINAGE CAPITAL IMPROVEMENT PROGRAM

The following summation of the different stages involved in the program is provided for the purposes of helping the applicant determine the procedure necessary to request, process, construct, and complete a storm drainage participation project.

A. Project Qualifying Guidelines

In order for DoE to recommend inclusion of a Participation Project request from an applicant, the Project must include major road improvements and meet the following criteria:

- 1. The project must involve an improvement of an existing inadequate storm drain system; or
- 2. The project must alleviate an existing drainage problem.
- 3. The applicant must demonstrate that water quality improvements will be attained through the use of a County approved Best Management Practice (BMP) or technique.

Note: New roadway projects are not eligible for this Program. Applicants wishing to pursue funding for those types of projects should contact the Prince George's County Department of Public Works and Transportation (DPW&T).

B. Project Funding Limitations

Project funding limitations are outlined below in order to assist the applicant in estimating the maximum amount of funding available from the Program. Funding sources for participation projects vary depending upon the scope of the project.

- a. The Program will allow up to 100% of design and construction related costs for a new or reconstructed storm drain system, provided the municipality is administering the overall improvement project.
- b. The Program will allow up to 50% of utility relocation costs resulting from storm drainage construction. Other funding sources may be available for water and sewer relocation. Adjustments may be made through the Washington Suburban Sanitary Commission (WSSC) Facilities Relocation Section.
- c. The Program will provide 100% of costs attributed to the design and construction of the water quality BMP or technique.
- d. The Program will allow up to 10% for contingencies related to storm drain costs only for the purposes of submitting an engineering cost estimate. Once the bids are submitted, only actual storm drain construction items will be considered.
- e. Funding approved under this Program is generally paid for in two stages. Stage one is design, and Stage two is construction. Planning that precedes Stage one will not be funded by this program. However, County personnel are available for technical consultation. In addition, separate funding may not be provided for the design stage for all projects.

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MPA - Attachment B

B-3

II. PARTICIPATION APPLICATION

A. Application Submission

The application submission process is quite simple. However, the applicant must meet the following criteria in order to be considered for funding through this program:

- 1. Only municipalities may apply for funding under these guidelines.
- 2. The applicant must be a qualified representative of the municipality, i.e., Mayor or Town Administrator.
- 3. If an applicant believes that the proposed storm drainage related project qualifies for funding through this Program, a request letter on municipal letterhead should be submitted to the Director of DoE for consideration. In addition to the request letter, the following information must also be included with the request:
 - a. Supporting documentation for project justification:
 - include justification for storm drain improvement project.
 - include copies of any complaint letters, pictures, etc.
 - b. A plan or sketch showing the layout of the proposed system and description of the existing problem:
 - include a drainage area map.
 - show drainage problem locations on the storm drain plan view.

- c. A preliminary cost estimate based on information available at the time of submission. The applicant's engineer is allowed a 10% contingency inclusion in the cost estimate only. Design costs should be shown separately from construction costs and included as a line item.
- d. A statement from the applicant indicating that they have examined alternative cost effective methods and that the proposed project is the most effective.
- e. A statement from the applicant indicating any other source of funding that is being utilized for the project (i.e., community development block grant, Federal, State or other local funding).
- f. A statement from the applicant indicating a commitment of funds for the roadway improvement portion of the project.
- g. A statement from the applicant indicating that water quality improvements will result from project improvements.
- 4. The Project must meet all technical and administrative requirements as previously set forth above, and should be in accordance with all applicable County laws and regulations.

B. Application Review

- 1. Once a request is received from an applicant, an acknowledgement letter will be returned to the applicant. The acknowledgement letter shall be sent to the applicant directly from the Participation Project Manager.
- 2. The Participation Project Manager will review the application and determine the project eligibility.
- 3. Financial commitment to a project can only be made once a recommended CIP project becomes adopted and approved by the Prince George's County Council.

III. FUNDING

A. Notification

- 1. Upon the approval of the CIP project by the County Council, SID will notify the applicant in writing of the award and availability of participation funds.
- 2. The conditions of the funding award will be mailed to the applicant with the funding award notification. The applicant must acknowledge the conditions and inform the County's Participation Project Manager of their intent to proceed with the proposed project. The acknowledgement must be received by SID within 30 days of receipt.
- 3. Distribution of funds must be accomplished within the scheduled time in order to reduce the possibility of cost overruns created by projects not completed within a timely manner.

B. Distribution of Funds

- 1. The funds shall be distributed to the applicant only after approval of the design and verification of work are completed on the project.
- 2. See "Concurrence with Cost Estimate and Bid Tabulation" Section.

IV. GENERAL PROVISIONS AND REQUIREMENTS

A. <u>Applicant</u> - <u>Project Management</u>

The most important task of the funding recipient is to manage the project from the planning stage to the completion of the project. The recipient must ensure the completion of the project in a timely and economical manner. To make sure a project progresses smoothly, the recipient should assign a Project Manager who will oversee all project activities. The Project Manager can also make sure that the project remains on schedule. To do this, the recipient's Project Manager must keep excellent records and logs and ensure that nothing is overlooked. The recipient's Project Manager will

coordinate and provide necessary information for the County's Participation Project Manager. The responsibilities of the recipient's Project Manager are as follows:

- 1. To obtain necessary funding, permit and plan approvals from the County, State or other governmental agencies.
- 2. To obtain necessary rights-of-way, bonds, and easements, if required.
- 3. To maintain adequate and competent engineering supervision of construction and inspection to ensure that the completed project substantially conforms with approved plans and specifications.
- 4. To arrange pre-design and pre-construction meetings with the County's Participation Project Manager, as necessary. This may provide an opportunity to review the County's requirements.
- 5. To allow and assist SID in inspecting the site while under construction during normal working hours.
- 6. To provide a project time schedule to the County and update the schedule as necessary or as determined by the County's Project Manager.
- 7. To adhere to all applicable laws and regulations as they pertain to the project.
- 8. To provide as-built plans to the SID prior to final acceptance by the County of the storm drainage project.
- 9. To provide public notification and public information as may be necessary.
 - a. Provide a sign at project locations.
 - b. Provide adequate public information through meetings notification, etc.

B. County Participation Manager - Project Management

The project management of all storm drainage participation CIP projects will be handled by SID's Participation Project Manager. Any inquiries about new, existing, or proposed participation projects shall be directed to the Participation Project Manager. Please see the last section of this package for the address and telephone number.

V. SPECIFIC PROVISIONS AND REQUIREMENTS

A. Planning

Project planning is to be considered in order to develop and evaluate various solutions to the storm drainage problem. Cost effectiveness, as well as other considerations such as aesthetic, social and environmental concerns, should be addressed. After all alternative considerations have been explored, the most economical solution must be submitted to the Department of Public Works & Transportation (DPW&T) Office of Engineering for review and approval. In addition, a plan must be submitted to the Office of Engineering to determine if there is a need for stormwater management quantity or quality controls.

- 1. Concept Approval Concept approval must be obtained from the Office of Engineering after the project is approved for inclusion in the CIP as per these guidelines, but prior to storm drain technical approval.
- 2. The most cost-effective solution to the storm drainage problem shall be submitted to SID for approval.

B. Project Design

Preliminary and final design plans and specifications must be submitted to the Participation Project Manager for review and approval.

1. Standard storm drain plan submittal package;

- 2. Itemized cost estimate with storm drain items "red lined" and separated out:
 - a. Storm drain construction costs only.
 - b. 10% contingency allowed in engineer's cost estimate.
- 3. The cost estimate unit costs must compare favorably with the County's current master cost estimate file. Any variance will need to be justified.

C. Concurrence with Cost Estimate and Bid Tabulations

- 1. During the design review, an itemized cost estimate must be established by the applicant's engineer. The cost estimate must be approved by the Participation Project Manager and shall be in accordance with the preliminary cost estimate originally submitted.
- 2. After the plans and specifications have been approved and necessary permits are obtained, the applicant may invite bids for the project. A copy of the bid package should be sent to SID for the review.
- 3. The bid tabulation will then be provided to the County's Participation Project Manager for "bid concurrence" with recommendations of bid to be accepted.
- 4. After SID approves the bid, the applicant (now known as the recipient) can award the contract.
- 5. Payments shall be made in accordance with the Payment Schedule Section.

D. Project Construction

Prior to construction, the applicant must make sure that all applicable rules, regulations and procedures have been addressed. The project construction stage must meet the following criteria and requirements:

- 1. Prior to accepting bids on a project, the recipient's Project Manager must obtain all necessary rights-of-way and construction permits. A minimum of the three bids are required to formulate a bid tabulation.
- 2. Once bids are received, the recipient is to provide the Participation Project Manager with a bid tabulation. Only bid amounts related to storm drain construction will be considered.
- 3. The recipient's Project Manager must provide a statement from the low bidder that he/she has received all addenda prior to submitting the bid.
- 4. When the Participation Project Manager has the Department's approval of the low bid, a "Letter of Bid Concurrence" will be sent to the recipient.
- 5. Minority Business Enterprise Awards DoE has an established goal of 30 percent of all awarded contracts to approved minority firms. The bid contractor must meet this goal prior to distribution of funds. Please call DoE or the Office of Central Services to determine the approved minority firms.
- 6. The recipient contractor must provide a copy of the "Notice to Proceed" to SID prior to the start of construction.
- 7. The recipient must provide accurate and updated project schedules and shall notify the County of all significant changes. In order for the County to keep accurate records of the project status, the recipient is requested to provide progress reports as requested by the Participation Project Manager.

E. Insurance Requirements

Prior to issuance of "Notice To Proceed" with construction, the municipality shall provide a certificate of insurance or a certificate of self-insurance, naming Prince Georges County, Maryland as an additional insured as related to duties and services performed under the Municipal Participation Agreement.

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Prior to issuance of "Notice To Proceed" with construction, the municipality will provide the County with evidence of its Contractor's commercial insurance coverage's for the following exposures:

1. Worker's Compensation: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Contractor or any of the Contractor's personnel due to the U.S. Longshoremen's and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis. The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY Limit's (State of Maryland)

Employer's Liability: Each Accident \$500,000
Disease Policy Limits \$500,000
Disease - Each Employee \$500,000

2. Commercial General Liability Insurance (CGL): An insurance policy covering the liability of The Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards (XCU), wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000/\$2,000,000

Per occurrence/aggregate

PREMISES MEDICAL PAYMENTS \$5,000 FIRE LEGAL LIABILITY \$500,000 PERSONAL INJURY/ADVERTISING \$1,000,000

or combined single limit not less than \$2,000,000

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Prince George's County must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

3. Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under The Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000 Combined Single Limit

Prince George's County must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this Contract.

(If hauling contaminants, pollutants):

The Contractor must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.

Contract employees are not permitted to operate any vehicle owned by Prince George's County whether in commission of the contract or outside of same.

4. Contractor's Pollution Liability Insurance: (Also called: Environmental Impairment Liability) An insurance policy covering the liability of The Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and or asbestos abatement. The policy should also include coverage for bodily injury, and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge,

dispersal release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental.

The Contractor shall supply limits not less than the following: \$3,000,000 Per Occurrence

The policy form shall include an extended reporting period of at least three years. This coverage shall be secured from an "A" rated insurance carrier acceptable to the County and in accordance with the information provided. The County shall be included as an additional insured. Prior to commencement of work on this contract the policy form shall be submitted to the County for review and approval.

TO BE INCLUDED IF PROJECT INCLUDES HAULING HAZARDOUS WASTE OR CLEANUP OF SITE PREP WORK

5. Railroad Protective Liability Insurance: An insurance policy including the County as additional insured, covering the liability of the Contractor for the work to be performed on, adjacent to, above or underneath an operating railroad property for any personal injuries or deaths or any damage to the property, equipment and facilities caused by the activities of the Contractor resulting from performance of this PROJECT WORK.

Such insurance shall be written on the ISO Form. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$5,000,000 per occurrence / \$10,000,000 aggregate

TO BE INCLUDED IF WORK WITHIN 50 FEET of RR PROPERTY OR WORK FOR RR PROPERTY OWNER

A separate insurance policy to pay on behalf of The Contractor all costs The Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of The Contractor or any other person for whose acts The Contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$3,000,000 per occurrence / \$3,000,000 aggregate

F. Fiscal Accounting Requirements

Fiscal accounting records are essential to help keep the project on schedule. For CIP projects, the recipient must maintain a general account system which addresses the following items:

- 1. Separate accounting for storm drainage items is necessary to allow the Participation Project Manager to determine storm drain construction costs of each item.
- 2. Itemization of all supporting records, funding receipts, and expenditures in sufficient detail to show the nature of where the funds have been used.
- 3. Supporting data for each expenditure with reference to a properly approved voucher or billing.
- Recipient's accounting records shall be made available for inspection or audit by Prince George's County.

G. Payment Schedule

Payment requests for completed, inspector-verified work shall be processed as quickly as possible. In order to process payments quickly, please address the following items accordingly:

- 1. All payment requests must be made to DoE through the Participation Project Manager.
- 2. Incremental progress payments will be made upon

receipt of supporting documentation which indicates the percentage of the construction work completed to date. Payment will be made at 25% increments based upon the appropriate progress on construction items.

- 3. The final 10% will be held until the construction of the storm drain portion of the project is completed.
- 4. The project is not considered completed until DoE receives a Job Completion Notice, Inspector Report, and an As-Built Plan approval (by DoE's Site Review Section). Once this information has been received, the final 10% payment shall be made to the applicant within 30 days.
- 5. For small projects (less than \$25,000), the total payment will be withheld until the completion of the project unless other arrangements are made.

H. Final Payment/Project Closeout

The final payment/project closeout stage shall proceed only after all of the above items have been addressed. Once they have been completed, please address the following closeout procedure:

- 1. The recipient must notify DoE or the Participation Project Manager of final completion in writing.
- 2. If any cost overruns are projected, DoE must be notified as soon as possible. A written request must be made for additional funding approval.

 Approval is based on DoE's discretion and limited to the availability of funding.
- 3. The recipient must notify the appropriate inspection agency and request a final inspection. They will send DoE a copy of the final inspection notice prior to the final 10% being released.

I. Change Orders

1. A Change Order that alters the project is one which requires new alignment, concept, different area of service, etc. In addition, any Change Order that results in a 5% greater increase in the

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original storm drain construction costs must be approved prior to construction.

All Change Orders that will significantly alter the project scope will require prior written approval by DoE. Change Orders that do not significantly alter the project do not require prior approval, but must be submitted to the Participation Project Manager for concurrence and for determination of additional payments that may be necessary.

2. Approval of Change Orders shall be considered for approval of content only. The recipient should request, in writing, additional funding approval for a Change Order. However, this does not in itself authorize an increase in the total participation by the County. If DoE determines the Change Order is necessary and no alternative solution is possible, DoE may provide additional funds in the cost increases and overruns.

There is no commitment, either explicit or implicit, on the part of DoE to fund construction overruns or increases for any reason. Since approval of the CIP has been reserved by the County Council, no commitment can be made to increase the amount of funds prior to the new CIP approval.

As a general policy, DoE will approve cost increases that, according to such information as may be available, are deemed unavoidable due to such factors as essential changes in the scope with DoE's approved Change Orders, inflationary costs, escalation, etc. Where contingency or other authorized funds are not available within the CIP fund award, DoE will recommend approval of such costs in the next CIP approval by the County Council.

IV. INSPECTION AND MAINTENANCE RESPONSIBLITIES

Inspection is an essential element of the project construction phase. In addition to assuring adequate construction practices, inspection reports are required to process payment requests.

- A. The recipient is responsible for coordinating the necessary permits and inspections for the project. The applicant is also responsible for notifying the appropriate inspection agencies throughout project construction.
- B. DoE will identify the appropriate inspector(s).
- C. Inspection reports are to be attached to the payment request package and sent to the County's Participation Project Manager.
- D. The final 10% payment shall be distributed only after a final inspection notice has been received by the Participation Project Manager from the inspecting agency.

VII. PROJECT INFORMATION

To inquire about project submission, funding, status, and/or general information concerning all phases of the project contact:

Department of the Environment Sustainable Initiatives Division Engineering Services Section 1801 McCormick Drive, Suite 500 Largo, Maryland 20774 (301) 883-5832

MPA - Attachment B B-17

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Ecosite, Inc.

Ecologically Sensitive Design Technology

February 11, 2022 Rev. February 18, 2022

Tel: 410-804-8000

SUBMITTED VIA EMAIL: sbrayman@chverly-md.gov

Mr. Stephen A. Brayman Director of Public Works 6401 Forest Road Cheverly, MD 20785

RE: Parkway Place Alleyway

Dear Mr. Brayman,

Ecosite, Inc. is pleased to submit the attached technical and fee proposal and short form contract to provide the required engineering services related to the proposed storm drain improvements for Parkway Place Alleyway.

The scope of work, schedule and costs for these services are summarized below. The proposed budget for this work is detailed in Attachment 1, and totals \$ 22,425.00. which includes the survey services of \$ 7,500.00. A copy of the survey services proposal is attached.

We appreciate this opportunity to offer our services. If you have any questions or need additional information please let me know.

Sincerely,

Michael L. Clar, PE

President

4600 Powder Mill Rd, Suite 450-S16 Beltsville, MD 20705

M. Le

SCOPE OF WORK

The proposed work will be conducted in five (5) major tasks which include:

- Task 1 Site Topographic Survey
- Task 2 30% Concept Plan Design
- Task 3 70% Construction Plans Design
- Task 4 Final Design & Bid Phase Services
- Task 5 Construction Support Services

Task 1 – Site Topographic Survey

Ecosite will subcontract to and coordinate with CDDI to establish horizontal and vertical survey control for the purpose of providing survey services for an area as provided in an attachment (Attachment 1) to an e-mail sent to CDDI from Client dated 1-31-2022 and providing a full topographic survey for Parkway Place Road in Cheverly from its intersection with Forest Road to its intersection with the alley on Parkway Place (approximately 185') as well as the entire aforementioned alley itself (approximately 265'). CDDI will also reflect right-of-way lines based on record plats for the area as corroborated by field observations (this does not constitute the preparation of a boundary survey). CDDI will also locate the structure and provide surface and inlet elevations for each pipe in the structure at the intersection of Parkway Place and Forest Road.

Task 2 – NRI Application (MNCPPC)

Ecosite will document the site environmental features including; soils, wetlands (if any), vegetation, and watershed features to provide the data required for the NRI application to MNCPPC

Task 3 - E&S Plan (SCD)

Ecosite will prepare the required Standard Erosion Control Plan and submit to SCD for review and approval. It is anticipated that the proposed limit of disturbance will not exceed 5,000 square feet, otherwise a full blown E&S plan might be required.

The plan will address the erosion and sediment requirements to improve the storm drain system, and flooding conditions. A sequence of construction, construction access, and applicable notes and details will be provided on the erosion and sediment control plan.

Task 4 – Preliminary Concept Plan (30% Design)

Task 4.1 - Hydrologic / Hydraulic Analysis

Using the survey task information, as well as soils and land use data, Ecosite will develop the existing hydrology for the project. Drainage divides and land use conditions will be field verified. Times of concentration and runoff curve numbers will be developed using either the Rational Method or standard NRCS Technical Release 55 (TR-55) methodology. This data will be used to derive the 1-, 2-, 10-, and 100-year existing and ultimate land use conditions storm flows. The analysis will include:

- Develop a drainage area map
- Calculate storm flows for the 1,2,10 and 100-year storms
- Evaluate the required pipe size and hydraulic condition
- Develop preliminary pipe alignment and hydraulics

Task 4.2 – 30% Concept Plan

Based on the analysis in Task 2.1, Ecosite will prepare a preliminary concept plan for the proposed storm drain project. The plan will show the proposed size and alignment of the storm drain system including all proposed structures. This plan will be reviewed with the Town of Cheverly, property owners, and the Prince George's County DOE.

If the area of proposed disturbance exceeds 5,000 square feet, an erosion and sediment control (ESC) concept plan will also be prepared for SCD review and approval.

The approved ESC concept plan and the 30% drainage improvement plans will be submitted to DPIE for review and approval. The plan will be prepared on standard 24 x36 black and white plan view drawings and may include typical details for any proposed drainage structures or stormwater practices.

Task 4.3 – 30% Conceptual Plan Cost Estimate

A preliminary order-of-magnitude cost estimate for the construction and oversight of the proposed plan will be provided. Also, a cost estimate for the replacement of the existing 18-inch culvert across Crestlawn Ave. will be provided as an optional item.

Task 4.4 - Meetings / Coordination

Ecosite will attend up to two meetings with the Town, DOE and property owners to review, discuss and finalize the 30% concept plan and take it to the next design phase. Meetings can occur on site, or at the Town offices, as requested.

Task 5 – 70% DESIGN SERVICES

Upon receipt of review comments from the Town, property owners, SCD, and DPIE, Ecosite will perform engineering design, prepare design plans and memorandum to support the storm drain and flooding improvements design and develop these plans to a 70% design level. No interim submittals are planned. The following subtasks will be performed:

Task 5.1 - Detailed Design of Storm Drain Improvements

To obtain the applicable regulatory approvals, the required H&H computations to document the proposed hydraulics including sizing of all temporary and permanent erosion and sediment control measures will be prepared.

Task 5.3 - 70% Design Submittal

The following contract documents will be prepared and submitted to the Town, DOE, PGSCD and DPIE

- Title Sheet: Including vicinity map, index of sheets, legend, and project title. The Contract Number, tax map, grid/block, parcel, and lot information (will be displayed in the title block of all sheets).
- Geometry Sheets: Includes geometric data, benchmarks, and other information necessary to locate the proposed design features.
- Plan Sheets: Includes horizontal and vertical alignment of proposed improvements,

proposed outfall sections and structures, profiles, and details, existing and proposed contours, stabilization structures, existing utilities, construction access locations, property boundaries with property owner information (parcel/lot number, zoning, and ownership), existing and proposed tree line, floodplain boundaries, topographic base map information, and general notes and details.

- Profile Sheets: Including a profile of the proposed outfall alignment.
- Detail Sheets: Includes special details necessary for this project. Erosion and Sediment Control Sheets: Includes existing contours and proposed grading, sequence of construction, drainage area map, general notes and details, erosion and sediment control devices, in-outfall work, and methods of diverting outfall flow during construction.

Task 5.4 - Engineer's Construction Cost Estimate

A final construction cost estimate will be provided in list format with required materials, quantities, and unit costs.

Task 6 – FINAL DESIGN & BID PHASE SERVICES

Task 6.1 - Final (100%) Contract Documents

After Town and DOE approval of the items included in the Semi-final, 70% design phase, the Contract Documents will be advanced to Final.

Task 6.2 - Obtain Required Regulatory Approvals

The project team will coordinate PGSCD / DPIE plan approval and obtain signatures.

Task 6.3 - Bid Phase Services

Under this task, Ecosite will prepare a full Bid Document package that the Town can use to procure a Contractor for the project. The Bid Document package will include the following items.

NOTICE TO CONTRACTORS

PART I	INFORMATION / INSTRUCTIONS TO BIDDERS
PART II	GENERAL TERMS AND CONDITIONS OF THE CONTRACT
PART III	SUPPLEMENTAL GENERAL CONDITION
PART V	SPECIAL PROVISIONS
PART VI	LIST OF CONTRACT DRAWINGS
PART VII	ATTACHMENTS

PART VIII BID RESPONSE PACKAGE

Ecosite will attend up to two site meetings including a pre-bid meeting, and respond to up to two contractor requests for information.

Task 7 – CONSTRUCTION SUPPORT SERVICES

Ecosite will provide the required construction management services related to the proposed storm drain improvement project. These construction management services include the following tasks:

- Task 5.1 Pre-construction Meeting
- Task 5.2 Weekly Inspection Services
- Task 5.3 Review and Certification of Invoices
- Task 5.4. Final Project Inspection
- Task 5.5. Documentation & Reporting

Task 7.1 – Pre-construction Meeting

Prior to the start of construction, Ecosite will schedule a pre-construction meeting with the selected contractor. The meeting will review the contractor's proposed schedule, traffic control procedures, and details of proposed improvement activities.

Task 7.2 – Weekly Inspection Services

Ecosite will provide limited construction inspection services consisting of 3 weekly visits to the construction site to inspect construction activities. The inspection activities will be coordinated with the contractor's schedule to ensure that Ecosite is present at all critical points of construction. In addition, Ecosite will be on call during all working hours to assist the contractor with any questions that may arise during construction.

For costing purposed Ecosite has estimated that the contractor will require four (4) weeks to complete the work, which will result in a total of 12 inspection visits to the work site.

Task 7.3 – Review and Certification of Invoices

Ecosite will review all invoices submitted by the contractor and verify that all the work and material quantities included in the invoice are correct. It is anticipated that some field changes and change orders may arise during the project and Ecosite will review all change orders and recommend to the Town whether to accept, modify or reject any change order.

Task 7.4– Final Project Inspection

When all the work is completed, Ecosite will schedule a final inspection and walk through with the contractor and Town representative. If needed, Ecosite will develop a check list of any final clean up and restoration activities required by the contractor to complete the work and leave the site in a clean and safe condition.

Task 7.5- Documentation and reporting

Ecosite will prepare a monthly progress report that documents the status of the restoration work identifies any issues that arise from the work and the manner in which they are addressed. Upon completion of all work. An as-built survey of the constructed project will be conducted and the required as-built plans will be prepared and submitted to the Town and DOE as part of this Task.

SCHEDULE

The schedule for the project is presented by Task in Table 1 below;

Table I. Project Schedule	
TASK	Completion Schedule
Task 1 – Site Topographic Survey	T0o be determined (TBD)
Task 2 – NRI Application	2 weeks after completion of Task 1
Task 3- E&S Plan	4 weeks after completion of Task 1
Task 4 - 30% Concept Plan	6 weeks after completion of Task 1

Task 5 – 70% Design 30 days after receipt of Town and agency review

comments on Task 4

Task 6 – Final Design &

Bid Phase Services 30 days after receipt of Town and agency review

comments on Task 3

TASK 7 – Construction Support 6 weeks after start of project construction

Services

ASSUMPTIONS / EXCLUSIONS

This proposal is based upon the following exclusions and assumptions:

- This scope of work includes a total of three submittals to the regulatory agencies (the initial concept submittal, 70%, and final anticipating two rounds of comments) to account for potential changes in site plans and/or agency comments. Any additional processing or studies required to address supplementary information requested above and beyond that which is normally required by the regulatory agencies will require an addendum to this scope of work and fee.
- It is assumed that only incidental comments at each review phase and excludes major redesign.
- Utility data collection will be limited to MD Miss Utility flagging prior to survey.
- No additional work, other than that described in the Scope of Services, is included.
- All work will be performed utilizing programs such as AutoCAD, Photoshop, excel, etc.
- Construction Documents will be submitted as 70% and 100% complete.

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any Additional Work (defined above), or any other services that are not specifically described as part of the Work listed in the Scope of Services above. ECOSITE's lump sum fee for the Work listed in the Scope of Services is as follows:

Tasks	DESCRIPTION	FEE
1	Site Topographic Survey	\$ 8,100.00
2	NRI Application	\$ 1,160.00
3	E&S Plan	\$ 2,320.00
4	30% Concept Plan	\$ 3,260.00
5	70% Design	\$ 3,640.00
6	Final Design & Bid Phase Services	\$ 1,910.00
5	Construction Support Services	\$ 1,850.00
	Other Direct Expenses	\$ 205.00
Total		\$ 22,425.00

EXHIBIT A - FEE PROPOSAL

	Labor Cat	Labor Category / Hourly Rate					
TASK	PE /PLS /PM \$ 140 / hr	Sr. Engr \$ 120 / hr	Eng /LA \$ 100 / hr	CAD Tech \$ 70 / hr	Survey Crew \$ 150 / hr		
TASK 1 – BACKGR	ROUND INFO	RMATION					
1-1: Site Survey (CCDF)						\$ 7,500	
1.2 Ecosite Coordination	4/ 560					\$ 560	
		Subtotal				\$ 8,060	
TASK 2 – NRI APP	LICATION						
NRI Application	2/280		4/600	4/280		\$ 1,160	
	1						
TASK 3 – E&S PLA	N 2/280		6/600	4/280		\$ 1,160	
			6/600	4/280 4/280		\$ 1,160 \$ 1,160	
Concept Plan	2/280	Subtotal					
Concept Plan	2/280	Subtotal				\$ 1,160	
Concept Plan Construction Plan	2/280	Subtotal				\$ 1,160	
Concept Plan Construction Plan TASK 4 – 30% CON 4-1: Hydrologic /	2/280 2/280 NCEPT PLAN	Subtotal	6/600			\$ 1,160 \$ 2,320	
Concept Plan Construction Plan TASK 4 – 30% CON 4-1: Hydrologic / Hydraulic Analysis 4-2: 30% Concept	2/280 2/280 NCEPT PLAN 2 / 280	Subtotal	6/600	4/280		\$ 1,160 \$ 2,320 \$ 680	
Concept Plan Construction Plan TASK 4 – 30% CON 4-1: Hydrologic / Hydraulic Analysis 4-2: 30% Concept Plan 2-3: Concept Cost	2/280 2/280 NCEPT PLAN 2 / 280 2/ 280	Subtotal	6/600 4 / 400 10 / 1,000	4/280		\$ 1,160 \$ 2,320 \$ 680 \$ 1,700	

5-1: Detailed Storm Drain Design	2 / 280		12 / 1,200	8 / 560	\$ 2,040
5-2: 70% Design Submittal	2 / 280		6 / 600	4 / 280	\$ 1,160
5-3: Construction Cost Estimate	1 / 140		3 / 300		\$ 440
		Subtotal			\$ 3,640
TASK 6 – FINAL DE	SIGN & BID	PHASE SE	RVICES		
6-1: Final (100%) Contract Documents	1 / 140		4 / 600	4/280	\$ 1,020
6-2: Obtain Required Regulatory Approvals	2/ 280		2 / 200	1/70	\$ 550
6-3: Bid Phase Services	1 / 140		2/200		\$ 340
		Subtotal			\$ 1,910
TASK 7 – CONSTRU	CTION SUP	PORT SERV	/ICES		
Task 7.1 Pre construction Meeting			2 / 200		\$ 200
Task 7.2 Weekly Inspection Services			8 / 800		\$ 800
Task 7.3 Review and Certification of Invoices			2 / 200		\$ 200
Task 7. 4 Final Project Inspection	1 / 140		1 / 100		\$ 240
Task 7.5 Documentation & Reporting	1 / 140		2 / 200	1/70	\$ 410
		Subtotal			\$ 1,850
		TOTAL L	ABOR		\$ 22,240
OTHER DIRECT COSTS (ODCs)	QTY (Miles)	Unit Cost			

Travel	100	\$ 0.545		\$ 55.00	
Copies				\$ 50.00	
Prints				\$ 100.00	
		TOTAL OI	OC's		\$ 205.00
	TOTAL C	ONTRACT	COST		\$ 22,445.00

SCHEDULE

Task 1 will completed within 45 days after the authorization to proceed.

Task 2 will be complete within 45 days after completion of Task 1

ATTACHMENT A SHORT FORM SUBCONTRACT AGREEMENT

Ecosite, Inc.

Beltsville, MD 20705

Ecologically Sensitive Design Technology

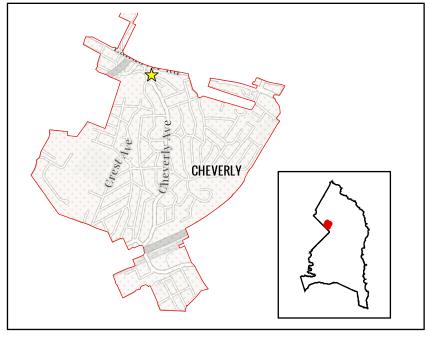
SHORT FORM SUBCONTRACT AGREEMENT

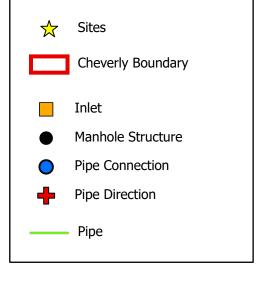
CONTRACT NO.	2022-01	
CLIENT ADDRESS:	Mr. Steve Brayman Public Works Director 6401 Forest Road Cheverly, MD 20785	TEL:. 301-773-2666 FAX: Cell:. E-Mail: rbrayman@cheberly-md.gov
PROJECT NAME: DATE ORDERED: COMPLETION DATE: ORDERED BY:	Parkway Place Alleyway S January 21, 2022 TBD Steve Brayman	torm Drainage Improvements
alleviate flooding of down	stream properties on the Parl	ngineering services to improve storm drainage conditions and kway Place Alleyway.
FEE BASIS: X FIXED BUDGET ESTIMATE OR REQUIRED RETAINER:		\$22,445.00 N/A
		OMPLIANCE WITH THE ENGINEERING CONSULTANT WEEN THE MAYOR AND TOWN COUNCIL OF CHEVERLY
CLIENT		
Signature of Auth	norized Representative	Date
Print Name and Z	Title of Authorized Represent	tative
Print Name of Fi	rm or Corporation	
ECOSITE, INC.		
M. Larc	-	
Officer's Signatur	re	Date: February 18, 2022
4600 Powder Mill R	d, Ste 450-16	Tel: 410-804-8000

Cheverly Inlet Repair Sites

SR 20-00079390 Montrose Rd at or near Cheverly Ave Inlet repairs- Inlet upgrades from grate in roadway to curb inlets





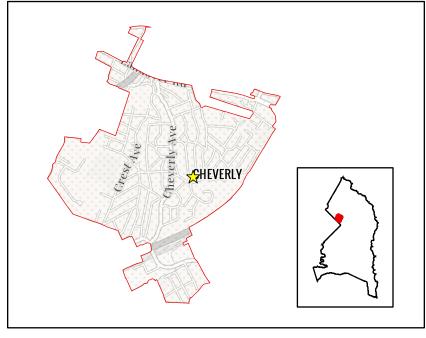


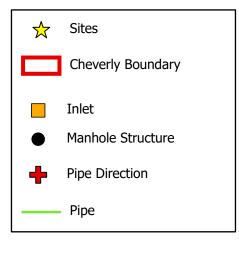


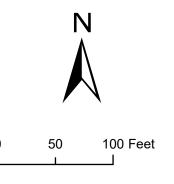
Cheverly Inlet Repair Sites

SR 21-00013239 2805 Park Way Inlet repairs





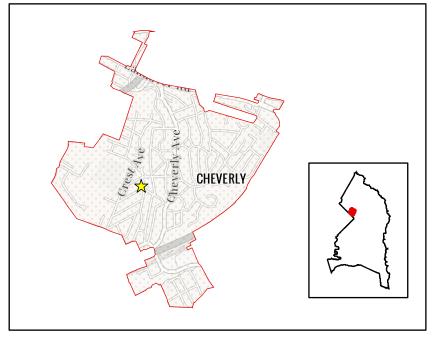


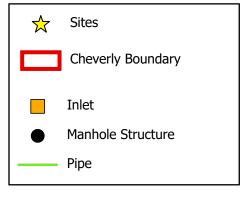


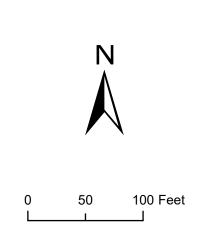
Cheverly Inlet Repair Sites

SR 20-00013426 2700 Valley Way Inlet repairs

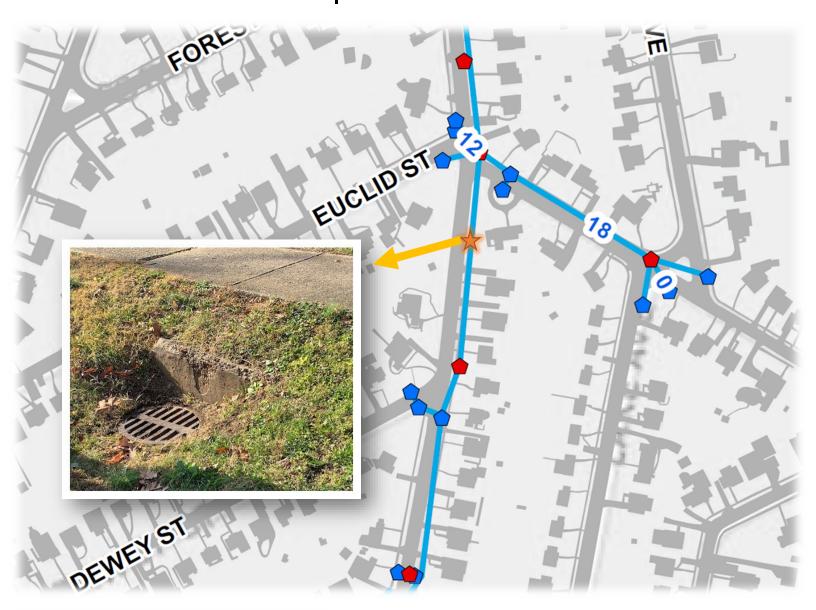


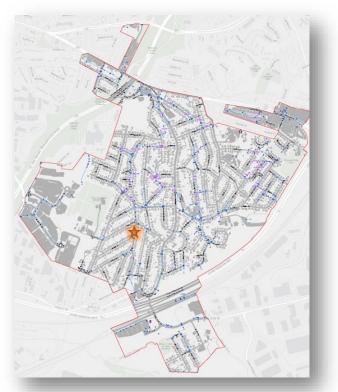






UNMAPPED INLET | 5901 EUCLID STREET





LEGEND

Pipe

Manhole

Inlet

Unmapped Inlet



MEMORANDUM

Date: February 24, 2022

To: Mayor and Town Council

Via: Dylan Galloway, Town Administrator

From: Steve Brayman, Director of Public Works

Subject: Catch Basins and Water Woes Update

Catch Basin Upgrades and Restoration

Prince George's County DPW&T (DPW&T) has identified 9 catch basins to upgrade and/or restore

- See attachment #1 County identified catch basins
- See attachment #2 Requested addition of storm drain at 5901 Euclid Street
- In addition to requesting the DPW&T to add 5901 Euclid Street to storm drain improvements, Ecosite generated task order to survey 5901 Euclid Street drain to either prove it is in the ROW, or develop documents for standard DPW&T easement so restoration work can begin
- Requested list of additional catch basins needing repair from DPW&T
- DPW&T contractors have indicated that they will not allow the Town to piggy-back on their contracts
- Requesting DPW&T to allow VMP to contract with the Town to fix County Storm Drain Infrastructure to include underdrainage work on or around certain sidewalks with water issues
- Developing a proposal with REI/Drayco (DPW&T contractor) to clean the 24 worst clogged inlets (catch basins) in the County's storm drain system in the Town. Estimated cost \$35,000 per County contracted day rate (\$1,650) and some additional traffic control costs.

Water Woes List

- LIDC generating task order to work with Water Task Force to further refine existing list of approximately 65 water problems
- LIDC has identified with grant money the Parkway watershed as an area to find opportunities for BMPs and stream valley restoration
 - Need to coordinate with new Woodworth Park Playground installation
 - Will be reviewed by GIC on March 7, 2022
- Parkway Place proposal developed
- Crestlawn MOU costs revised, reapproval, will be resubmitting the final to the County's DOE



MEMORANDUM

Date: February 23, 2022

To: Dylan Galloway, Town Administrator

From: Steve Brayman, Director of Public Works

Subject: Infrastructure Update – Asphalt and Concrete

I am writing to provide an update on the status of asphalt and concrete. Recently, I had the streets listed below, or sections of streets, estimated for asphalt and concrete repair. I understand that these estimates are per the prior contract pricing with VMP, and who is willing to continue to extend their 2020 pricing to the Town of Cheverly. There are some areas noted that need some additional price estimates. I wanted to share these estimates to give the Mayor and Town Council an idea of the cost for improving asphalt and concrete infrastructure. Please note that these estimates include asphalt, curb, gutter, and sidewalks in the areas denoted, and estimates are per field evaluations by our asphalt and concrete experts. These estimates do not include "spot sidewalk" repairs across town to address many of the remaining trip hazards.

Road Evaluation Priorities

- Carlyle Valley Way to Crest \$66,100
- Kilmer Cheverly Avenue to Lake \$69,800
- Oak Street \$40,500
- Inwood Parkway to Laurel \$41,800
- Parkway Forest to end \$43,000
- Parkway Forest to Inwood \$153,700
- Wayne Place from Parkway to Cheverly Park Drive \$35,000
- Trent Street **\$34,500**
- Valley Way Forest to Dewey \$91,000
- 63rd Avenue Forest to Inwood \$128,000
- Monroe and 57th Avenue Intersection \$3,600
- Quincy Street \$9,700
- Laurel Avenue Inwood to Kilmer (note mainly sidewalks) \$63,300
- 62nd Place note mainly sidewalks \$19,600

Subtotal – \$799,600 without contingency



- Legion sidewalk \$33,000, plus staircase TBD*
- Greenleaf and Forest (note grass triangle area to have sidewalks, handicap ramps, cross walks installed in 2022) – TBD*
- Three speed bumps on Lockwood TBD
- Speed bumps on Carlyle and Dewey TBD
- 58th Place, Newton Street, 57th Avenue, and Monroe Street TBD per CDBG grant
- Spot sidewalk repairs throughout Town TBD

FY22 Budgeted funds for asphalt and concrete – \$250,000**

- *SHA grant \$180,000
- Next steps include finish estimating areas noted TBD above
- Obtain authorization to contract with VMP at 2020 pricing recommended
- Coordinate asphalt and concrete work with upcoming utility work
- *SHA grant may be applicable for sidewalks, staircase, crosswalks near the Legion and Greenleaf and Forest grass triangle \$180,000
- **Please note these funds were "diverted" for catch basin upgrades and repairs but have not been expended at this point.

Current approximate net shortage including FY22 funds and SHA grant without spot sidewalk repairs throughout Town – \$369,600

I am attempting to start developing an asphalt management plan that will grade streets 1-5. A grade 1 equates to a new road or a road in excellent condition. Grades 4 and 5 are failing roads, and a grade 3 generally requires work within 5 years. The cost estimates above only address the highest priority failing streets, or street sections. Although this initial assessment mainly focused on asphalt condition, sidewalks, curbs, and gutters contribute to the grading of the street. These estimates do not address the spot sidewalks mentioned above, or the roads that would be graded 3-4.