City of College Park
Virtual Meeting Instructions
Tuesday, May 19, 2020

The virtual meeting link is:

https://cityofcollegeparkmd.webex.com/cityofcollegeparkmd/onstage/g.php?MTID=edad1058a9832a6367dd62f8d089eea7e

Event Number: 799 528 251

Event Password: CPjoinMCM

Prior to the meeting

If you are new to Webex, you will need to download the app. You only need to do this once on each device you use.

- If you are joining from a mobile device: download the Webex app from your App/Play store.
- If you are joining from a computer, install the Webex app, found here , onto your computer before joining the meeting. Choose Webex Meetings and follow the on-screen instructions.
- You may test the Webex functionality and do some pre-meeting preparation at webex.com/test-meeting.html/ or search "test webex".

A few minutes before the meeting begins

1. **To join the meeting by computer or mobile device:**
   - Click on the link above
   - On the page that opens, provide your First and Last name and your email address.
   - The Event Password should be pre-populated, but if you are prompted to enter it, use: **CPjoinMCM**
   - Click the "Join Now" button.
   - In the box that opens, click the "Join Event" button. You will be taken into the meeting.

(See below for functionality during the meeting)

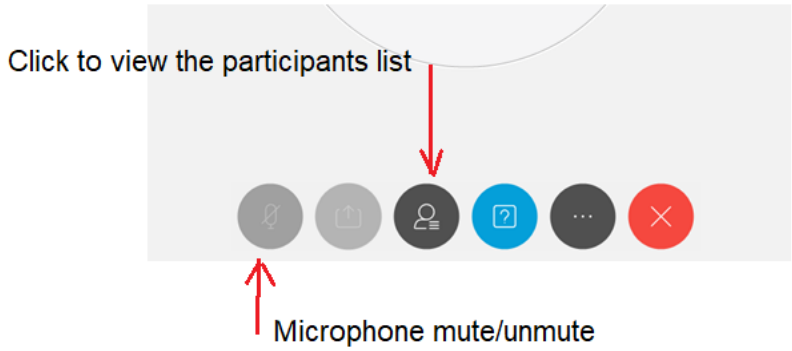
2. **To join the meeting by telephone:**
   - Dial 202-860-2110
   - Press # when asked to enter meeting ID

Guidelines and Best Practices for participation

1. Please keep yourself on “mute” to eliminate background noise.
2. A high-speed, wired internet connection will provide the best results.
3. We recommend that you close other applications on your device to preserve bandwidth.
4. If you will be speaking, we suggest using a headset with microphone for best results.
5. For public comment portions of the meeting, please unmute yourself when prompted by the Mayor, and remember to re-mute yourself when you are finished. Please eliminate as much background noise as possible when you are speaking.
6. Please state your name and whether you are a College Park resident when you begin your testimony. Speakers are given 3 minutes.

WebEx Functionality during the meeting

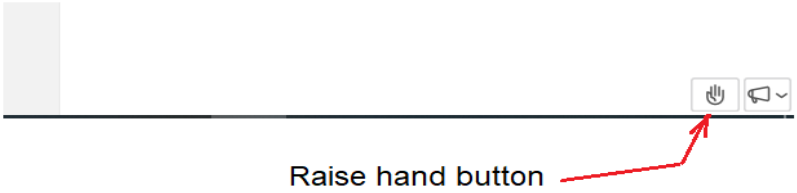
Bring the mouse pointer toward the bottom of the Webex window to display the navigation buttons.



Click the participants button to view the list of participants.

Click the microphone button to mute or unmute your microphone.

To raise or un-raise a hand during a meeting, click the hand icon in the lower-right corner of the participants panel. The Mayor or Meeting Host may ask attendees who would like to comment on an item to raise their hands in the participants panel.



If the meeting becomes open to public comments, make sure to press the microphone button to un-mute your microphone in order to speak. (located among the navigation buttons)

To view a list of all the other attendees, click the “View all attendees…” link in the participants list.

Thank you in advance for your patience as we continue our efforts to provide the very best service to our residents during this unprecedented time.

TUESDAY, MAY 19, 2020
CITY OF COLLEGE PARK

VIRTUAL MEETING
Please check meeting notice and City calendar for participant information

WORKSESSION AGENDA
7:30 P.M.

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services That Enhance The Quality Of Life In Our Community.

Time		Item	Staff/Council
7:30		Call To Order	
		City Manager's Report	
		Amendments To And Approval Of The Agenda	
		Discussion Items	
7:35	1	Memorial Day Proclamation	
7:40	2	Presentation on College Park Airport safety plan (tree removal project) by the County Department of Parks and Recreation (45) Guests: Lee Sommer, College Park Airport Manager Phil Wilson, Assistant Division Chief / Horticulture and Forestry Section, Jerry Langham, Chief Arborist Laura Connelly, Planning Supervisor Eric J. DeDominicis, Deputy Practice Leader, Aviation, Urban Engineers Jason Traband, Project Scientist, BayLand Consultants & Designers	Christine Fanning, Division Chief, Natural and Historical Resources, Prince George's Department of Parks and Recreation
8:25	3	Approval of amendment to Construction Manager at Risk Contract with Davis Construction Corporation to award the construction and post-construction work, the Guaranteed Maximum Price for the Contract and Change Order #3, for City Hall Project ***(Special Session Item # 20-G-97)*** (30)	Scott Somers, City Manager

8:55	4	Discussion of 4th of July event and other upcoming events (20) ***(Possible Special Session Item # 20-G-98)***	Bill Gardiner, Assistant City Manager and Gabi Wurtzel, Event Coordinator
9:15	5	Requests for/Status of Future Agenda Items	Mayor and Council
9:20	6	Mayor and Councilmember Comments	Mayor and Council
9:25	7	City Manager's Comments	Scott Somers, City Manager
		ADJOURN	

This agenda is subject to change. Item times are estimates only. For the most current information, please contact the City Clerk. In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office and describe the assistance that is necessary. City Clerk's Office: 240-487-3501

1

PROCLAMATION Memorial Day

PROCLAMATION
OF THE CITY OF COLLEGE PARK, MARYLAND
RECOGNIZING MEMORIAL DAY 2020
AND HONORING THOSE WHOSE LIVES WERE GIVEN
IN SERVICE TO THEIR COUNTRY

WHEREAS, On Memorial Day, residents of cities and towns throughout our nation join together to honor the fallen heroes who gave their lives serving our country; and

WHEREAS, on this Memorial Day, Monday, May 25, 2020, the City is unable to hold our annual tribute at the City's Veterans Memorial due to the restrictions placed on community gatherings due to the COVID-19 Pandemic; and

WHEREAS, we must never forget our men and women in uniform who have sacrificed their lives to maintain the security of our great nation and the liberties we hold so dear; and

WHEREAS, we must continue to honor the men and women of the Armed Forces, past and present, and thank them for defending our freedoms; and

WHEREAS, we wish also to express our gratitude to the families of our Armed Forces and thank them for their sacrifices.

NOW, THEREFORE, BE IT PROCLAIMED by I, Patrick L. Wojahn, as Mayor of the City of College Park, that on Memorial Day 2020, the Mayor and Council wish to honor all those who made the ultimate sacrifice to protect our freedoms, extend gratitude and appreciation for members of our Armed Forces past and present, and offer this proclamation as a token of our respect from a grateful City.

PROCLAIMED THIS **19th** DAY OF **MAY, 2020**.

_____
Patrick L. Wojahn, Mayor
City of College Park, Maryland

2

PRESENTATION

College Park Airport Safety Plan (Tree removal)

Parks & Recreation
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College Park Airport Safety Project

May 19, 2020

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Goals

- Safety for Public and Pilots
- Environmental Stewardship
  - Minimize Impact & Restore Resources
- Enhanced Amenities
- Improved Communications

Background: Field of Firsts

- College Park Airport is the oldest continuously operating airport in the world!

- Known as 'Field of Firsts' due to the significant aviation firsts that happened here.

  -1909: Wilbur Wright, of the Wright Brothers fame, taught U.S. Army officers how to fly here – resulting in first pilot to solo in a military aeroplane

  -1912: First mile-high flight by a military aviator

  -1918: First U.S. Postal Air Mail Service

  -1924: First controlled helicopter flight

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Background: Safety Project

- Every 4-8 years, trees in designated areas near College Park Airport must be trimmed to meet Maryland Regulation 11.03.05.03:
  "A person may not allow trees to grow to such a height as to be an airport hazard or allow trees that are an existing airport hazard to grow any higher."
- The last tree trimming was in 2012
- Later in 2012, FAA began strengthening and increasing obstruction restrictions for small airports in terms of allowable height and impacted area
- The 8 years of growth and stricter restrictions resulted in a greater number of trees impacted in 2019-20

Background: Safety Project

- To date, 387 trees have been removed to meet stricter FAA regulations – especially tighter rules governing 200 feet from runway

- Environmental stabilization measures include:

  - Installation of a staked straw bales along the trail near CSX/Metro underpass

  - Seed with annual rye and soil stabilization, straw mulching and matting along area adjacent to Paint Branch and near CSX/Metro

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Revised
Obstruction Mitigation Plan

Obstruction Mitigation Plan

- Tree trimming strictly limited to FAA safety requirements for ongoing, unchanged airport operations

- In compliance with all federal and state regulations and in consultation with Maryland Department of Environment, Army Corps of Engineers, Prince George's County Soil Conservation District and Planning Department, US Fish and Wildlife Service, Maryland Historic Trust

- Independent 3rd party oversight to ensure best management practices and environmental regulations are met

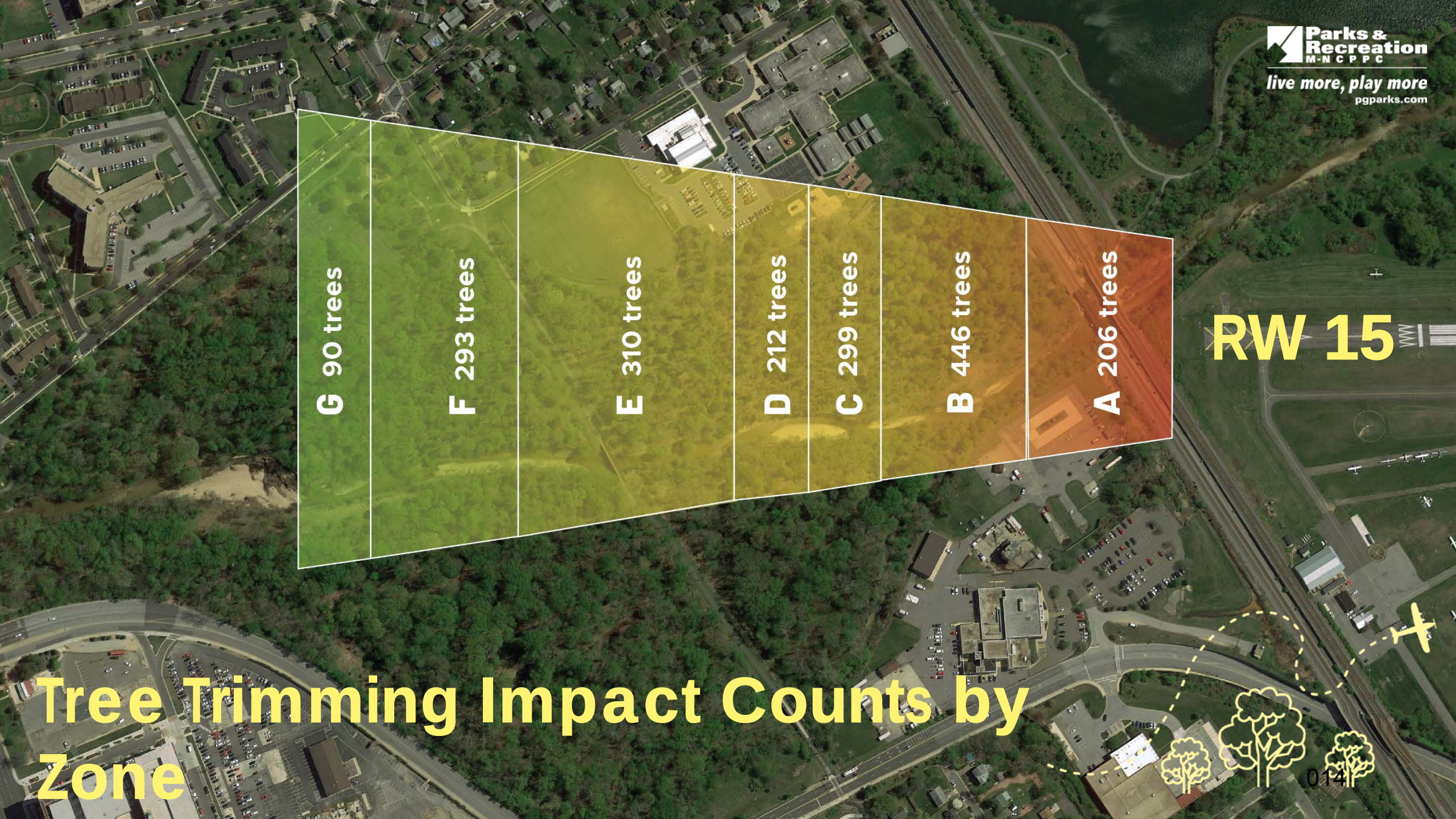
Obstruction Mitigation Plan

- Updated approach includes minimal ground disturbance, limited machinery, expanded hand-tools – minimizing impact to ecosystem, canopy and overall environment

- Going forward, trimming will take place every 4-5 years instead of every 7-8 years – resulting in less impact to trees

- Revised plan includes modest to heavy trimming with no additional tree removals – limiting ground disturbance, meeting environmental regulations

- Conduct bi-annual tree monitoring and mitigate for additional loss



Tree Trimming Impact Counts by Zone

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RW-15 Tree Count Per Zone by Amount Trimmed

Zone	0 to 10 ft	10 to 20 ft	20 to 30 ft	30 to 40 ft	40 to 50 ft	>50 ft
A	75	37	74	2	15	3
B	88	251	54	19	19	15
C	98	148	29	0	24	0
D	128	49	35	0	0	0
E	232	52	26	0	0	0
F	293	0	0	0	0	0
G	90	0	0	0	0	0
Beyond G	88	0	0	0	0	0

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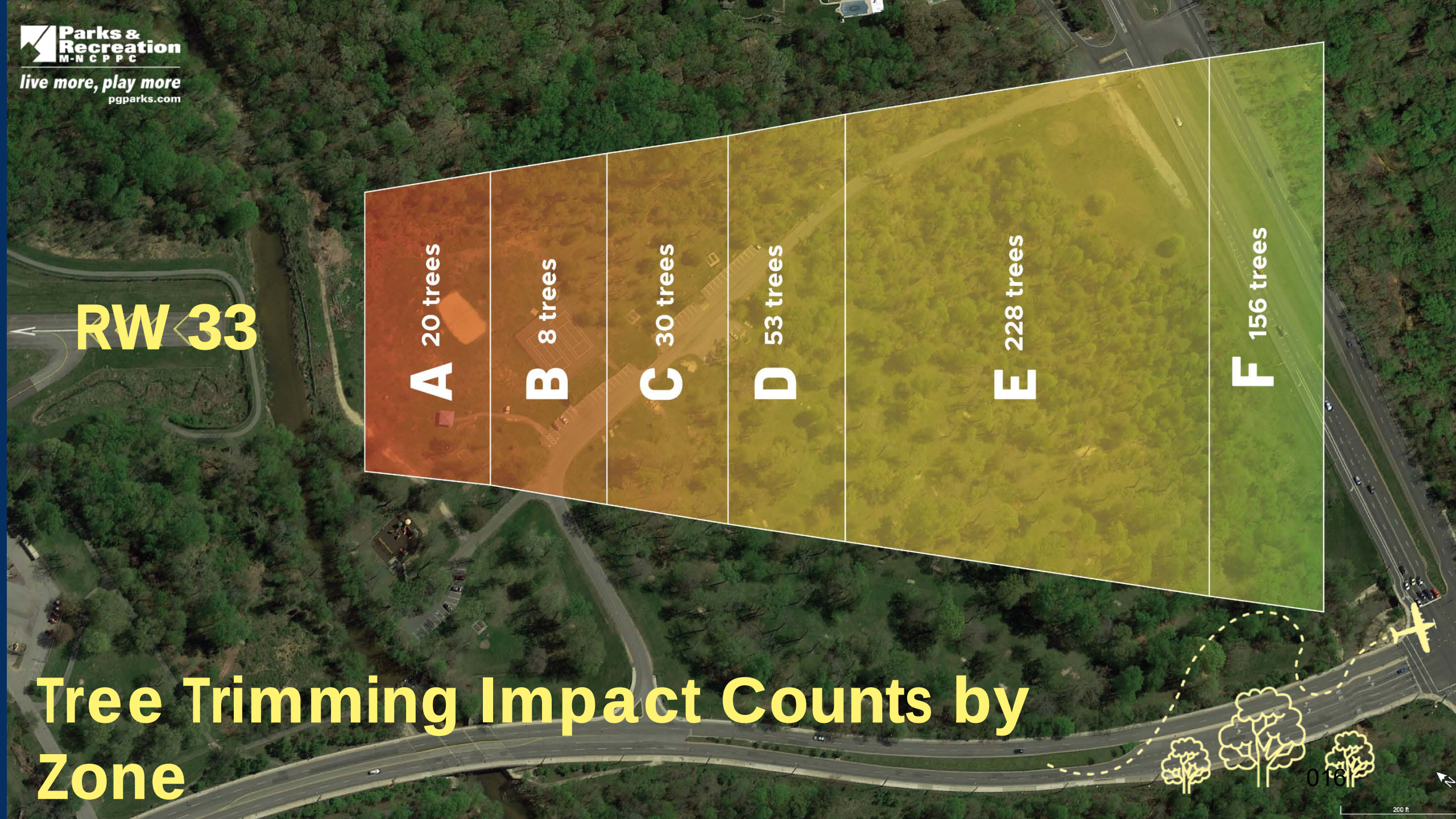

Tree Trimming Impact Counts by Zone

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RW-33 Tree Count Per Zone by Amount Trimmed

Zone	0 to 10 ft	10 to 20 ft	20 to 30 ft	30 to 40 ft	40 to 50 ft	50 to 60 ft	60 to 70 ft	70 to 80 ft	80 to 90 ft	90 to 105ft
A	0	0	0	20	0	0	0	0	0	0
B	0	0	0	0	0	0	0	0	0	8
C	0	0	0	0	0	0	0	8	9	13
D	20	0	0	2	16	11	4	0	0	0
E	62	73	45	16	12	9	11	0	0	0
F	94	49	8	5	0	0	0	0	0	0
Beyond F	394	153	0	0	0	0	0	0	0	0

Revised Tree Trimming Plan

- Trees to be trimmed: Approx. 3,000

- Total tree count by amount trimmed

- 0 to 10 ft.	1,662 trees
- 10 to 20 ft.	812 trees
- 20 to 30 ft.	271 trees
- 30 to 40 ft.	64 trees
- 40 to 50 ft.	86 trees
- > 50 ft.	91 trees

Commitment to Community

Tree Re-Planting Plan

- A total of 1,510 trees will be planted -- 900 more trees than is required by regulations
- Represents 4:1 ratio of trees replanted to trees removed and includes 70% canopy trees
- Planted in City of College Park and surrounding area
- Reviewed by regulatory agencies as well as Town of Riverdale Park and City of College Park

Tree Re-Planting Plan

- Survivability Strategy
  - Phased Approach
  - Species Selection & Size (2.5” caliper trees)
  - Water Support (water bags, by truck / hand)
  - Deer Protection (expanding plastic pipes)

- Conduct bi-annual survivability monitoring and mitigate for loss

Tree Re-Planting Plan

- Phase One – Spring 2020
  - 120 trees
- Phase Two – Fall 2020
  - 570 trees
- Phase Four – Spring 2021
  - 240 trees
- Phase Three – Fall 2021
  - 580 trees

Phase One

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Zone 2 Species & Counts

- Viburnum lentago - 10
- Viburnum denta:um - 8
- Viburnum prunifolium - 10
- Cornus sericea - 5
- Amelanchier carnadensis - 5
- Magnolia virginiana - 5
- Aronia arbutifolia/melanocarpa - 8
- Lindera benzoin - 8
- Cercis canadensis 'Covey' - 4
- Chionanthus virginicus - 4

Zone 1 Species & Counts

- Cercis cannadensis - 5
- Cornus florida - 10
- Quercus rubra/alba/palustris - 10
- Acer rubrum ('October Glory' & 'Red Sunset') - 10
- Betula nigra - 3
- Fagus grandifolia -2
- Nyssa sylvatica - 5
- Tilia americana - 2
- Platanus occidentalis - 4
- Carya ovata - 2
- Ulmus americana 'Valley Forge' varietal - 2

Phase Two

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Zone 4 Planned Types

- Flowering- 12
- Canopy - 34

Zone 5 Planned Types

- Flowering- 67
- Canopy - 55

4901 Lakeland Rd
Zone 6
Fall 2020
Rhode Island Avenue
Pierce Avenue
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Zone 6 Planned Types
• Flowering- 25
• Canopy - 32

Phase Two

Phase Two

Zone 7 Planned Types

- Flowering- 14
- Canopy - 35

Zone 8 Planned Types

- Flowering- 30
- Canopy - 66

Phase Two

Zone 4 Planned Types

- Understory Tree- 15
- Shrub- 185

Enhanced Amenities

- Two 20x20 permanent shade structures in Old Calvert Road Park
- Upgraded disc golf course including custom artwork such as tree sculptures

Communications

- Interpretative signage at multiple sites informing public of Safety Project work as well as overview of area's historical highlights

- Quarterly online progress reports

Future Partnership

Planting a Partnership

- City of College Park, Town of Riverdale Park, University of Maryland and Department of Parks and Recreation
- Create shared vision and collective action plan to increase canopy, address storm water management, enhance habitat
- Conduct quarterly meetings to develop strategy, report on progress and explore additional opportunities

3

Contract Amendment Davis Construction for City Hall Project

CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM

Prepared By: Suellen M. Ferguson, City Attorney

Meeting Date: May 19, 2020

Presented By: Scott Somers, City Manager
Katie Hearn, Redgate

Originating Department: Administration

Action Requested: Approval of amendment to Construction Manager at Risk Contract with Davis Construction Corporation to award the construction and post-construction work, the Guaranteed Maximum Price for the Contract, and Change Order #3, for City Hall Project

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:
Following a competitive RFP process, in February 2019 the City awarded construction management services for the City Hall project to James G. Davis Construction Corporation. Davis has been providing pre-construction services to the project team--preparing estimates, obtaining bids and contracts with subcontractors, working on schedule development, and identifying design solutions that work within the budget. This work has been in anticipation of the construction and post-construction phase that will include a guaranteed maximum price (GMP) for the construction of the entire building and plaza.

Previously, Mayor and Council authorized the City Manager to sign Change Orders #1 and #2, which both involved pre-releases of some contract work to allow it to proceed and maintain the schedule. A full release of the work was not possible until Davis was able to conclude its subcontractor pricing and provide the GMP for the Project and until the City and UMD had finalized the Joint Development Agreement. Attached Change Order #3 references the remainder of the construction and post-construction work for the City Hall Project, and details the clarifications and exclusions.

The GMP is $38,673,841. The City's share is $16,075,816. The GMP total is for the entire Project – it includes the amounts that have already been released in Change Orders 1 & 2.

- The GMP includes all value engineering agreed upon by the City and University teams
- The GMP does not include any costs associated with ASI #1, which primarily consists of the work to take the retail spaces from cold dark shell to warm lit shell with associated ductwork. This cost will be a change order to UMD.
- The Project Budget includes a $2.5M contingency, split between the City and UMD with approx. $1M for City, $1.5M for UMD.

The Budget Update and GMP Final Summary are attached. Total project cost is $47,934,336. The City's share is $19,568,118

The Contract with Davis Construction must be amended to authorize the company to proceed with the construction and post construction work at the GMP. Other amendments are also required, including making provision for COVID-19 costs. These are documented in the attached Amendment to Contract Documents.

The attachments to this memorandum have not yet been approved by Davis. We expect to have their response prior to the meeting on Tuesday.

Fiscal Impact:
The City's cost share will be covered by existing budgeted funds or bond proceeds.

Council Options: 1. Approve the Guaranteed Maximum Price, Change Order #3, and Amendment to Contract Documents 2. Request additional information. 3. Delay approvals.
Staff Recommendation: #1
Recommended Motion: *I move to approve the Guaranteed Maximum Price of $38,673,841.00, and approve Change Order #3 and the Amendment to Contract Documents, in substantially the form attached, and authorize the City Manager to sign the Amendment and Change Order, subject to review by the City Attorney.*
Attachments: Amendment to Contract Documents Change Order #3 Clarifications and Exclusions Budget Update GMP final summary

AMENDMENT TO CONTRACT DOCUMENTS

THIS AMENDMENT TO CONTRACT DOCUMENTS ("Amendment") is effective the _____ day of _____, 20__, by and between the City of College Park (hereinafter referred to as the "City"), for itself and for the benefit of the University of Maryland, College Park ("UMD"), and James G. Davis Construction Corporation (hereinafter referred to as the "Contractor").

WHEREAS, the City, for itself and for the benefit of UMD, entered into a Construction Manager at Risk Contract with Contractor on March 6, 2019 for Pre-Construction Phase Services (the "Contract") on the property bounded by Baltimore Avenue, Lehigh Road, Yale Avenue and Knox Road, in the City of College Park, Maryland (the "Property"), for the proposed construction of a mixed-use building, including the City Hall and office and retail space (the "Project"); and

WHEREAS, the Contract identifies certain Contract Documents, which are incorporated as part of the Contract; and

WHEREAS, pursuant to its terms, the City, for itself and on behalf of UMD, may modify the Contract to include Construction and Post Construction Services for a Guaranteed Maximum Price (GMP) to complete the Project; and

WHEREAS, the Contractor is willing to provide said services for the GMP as set forth in "Change Order #3"; and

WHEREAS, the City, for itself and for the benefit of UMD, and the Contractor agree to execute a contract modification in the form of this Amendment, to amend certain provisions of the Contract and to include provisions for the Construction and Post Construction Services for the Project for the GMP.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The provisions of the recitals set forth above are hereby incorporated into this Amendment and shall be considered a part hereof.

2. Section I, "Scope of Work", of the Contract is hereby amended in its entirety to read as follows:

I. SCOPE OF WORK

The Work required of the Contractor will be performed in coordination with the City, UMD and the City's Project Manager, Redgate ("Project Manager or Redgate"). The work to be performed by the Contractor is described in the Contract Documents and the RFP issued by the City, and in particular in Section V "Construction Manager's Obligation." The parties

recognize that this Scope of Work has been amended by Change Orders 1, 2 and 3 as of the dates thereof.

3. Section IV, "Contract Documents", of the Contract is hereby amended in its entirety to read as follows:

IV. CONTRACT DOCUMENTS

This Contract and the following enumerated documents are incorporated herein and form the entire Contract between the City and Contractor and they are fully a part of the Contract:

A. *Affidavits*
B. *Insurance Certificates and additional insured endorsements*
C. *Warranties*
D. *City Request for Proposal CP-19-03, issued on December 18, 2018*
E. *Contractor Proposal dated January 18, 2019, as amended by the BAFO Proposal dated February 7, 2019, and all attachments thereto.*
F. *CM at Risk RFP Questions and Answers Dated January 14, 2019*
G. *Itemized Pre-construction Services Fee and Itemized General Conditions Cost Addendum*
H. *Contractor Executive Summary dated February 7, 2019, consisting of three pages*
I. *Trade Package Summary, including Trade Contract Bid Documents, Trade Contractor Bid Sheets and Documentation, dated November 20, 2019*
J. *Phase I (Mid-December, 2019 to February, 2020) Partial Demolition Site Development Plan*
K. *Phase II (February to April, 2020) Full Demolition Site Development Plan*
L. *College Park City Hall Redevelopment Master Project Schedule, as amended*
M. *Approved Mandatory Referral Package approved October 3, 2019 by the Prince George's County Planning Board*
N. *Approved College Park City Hall 95% Permit/Bid Set plans and specifications dated 12/2/19*
O. *Phase I and II ESA Reports, as amended through November, 2019*
P. *Geotechnical Reports*
Q. *Performance Bond*
R. *Labor and Materials Payment Bond*

The provisions of this Contract, as amended by Change Orders, shall prevail over conflicting provisions of the remaining Contract Documents.

4. The first paragraph of Section VII, " Insurance and Indemnification", of the Contract is hereby amended to read as follows:

VII. INSURANCE AND INDEMNIFICATION

Contractor will purchase from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City and UMD, and other entities as requested by them, as additional insureds, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

5. Section XIV, "Notices", of the Contract is hereby amended in its entirety to read as follows:

XIV. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

If to City: *Scott Somers*
City Manager
City of College Park
8400 Baltimore Avenue
Suite 375
College Park, MD 20740
ssomers@collegeparkmd.gov

If to Contractor: *Matt Weirich*
James G. Davis Construction Corporation
12350 Parklawn Drive
Rockville, MD 20850
mweirich@davisconstruction.com

6. Section XXX, "Delay and Other Claims Due to COVID-19", is hereby added to the Contract to read as follows:

XXX. DELAY AND OTHER CLAIMS DUE TO COVID-19 PANDEMIC

A. The parties recognize that the construction of the Project is or may be impacted by the effects of the COVID-19 pandemic. In the event of delays to the critical path of the

construction schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay to the critical path will be added to the construction schedule as an equitable adjustment. Direct actual costs and expenses (excluding fees and profit) due to additional workplace measures utilized to prevent the spread of the virus and/or to rectify supply chain issues, which are related solely to COVID-19 ("COVID- 19 Related Costs") will be identified by a change order agreed to by the Contractor and the City.

B. To cover the COVID-19 Related Costs incurred as defined in paragraph A above, a "COVID-19 Contingency" will be funded from the buyout savings of the Project as the sole and exclusive source from which the Contractor can recover such costs from the City. Buyout savings are hereby allocated 50% to the City, 25% to Contractor and 25% to the COVID-19 Contingency. In the event that COVID-19 Related Costs do not exhaust the 25% COVID-19 Contingency , the remaining funds will revert to the City.

C. Notwithstanding any other provision of the Contract Documents, the provisions of this Section XXX represent the sole remedy against the City for delay and other claims arising from or relating to the COVID-19 pandemic.

7. The following specific provisions of the "General Provisions" of the Contract Documents, found in Section III of RFP CP-19-03, are amended as set forth below:

A. Section B.6. "Project Schedule", Subsection 6.6, "Services during construction", is hereby amended to read as follows:

6.6 Warranty Period: The duration of the warranty period is twenty-four (24) months from the date of substantial completion.

B. Section F.2, "Construction Services Fee", in Subsection 2.4, the introductory paragraph and 2.4(a) are hereby amended to read as follows:

2.4 The City may also consider additional Construction Services Fees under the following circumstances:

a. The Project Construction Cost Limit indicated in the RFP is significantly different from the reconciled Schematic Design Phase GMP estimate and the City decides to proceed with the project as designed.

No Construction Services fee adjustment will be considered for the first 5% increase in GMP. The City may allow a fee adjustment proportional to the original CM's Construction Services Fee on the amount exceeding the indicated percentage if the conditions listed below are met:

i. The CM must demonstrate that a comprehensive and accurate Value Engineering effort was provided, inclusive of a reasonable plan to get the building to the Project Construction Cost Limit established in the RFP.

ii. The City will not consider any CM Construction Services Fee increases associated with a higher GMP if the estimates provided by the CM are inaccurate regardless of the reason for the inaccuracy.

iii. The City will not consider any CM Construction Services Fee increases associated with a higher GMP if the review of the bidding process does not demonstrate the CM has provided due diligence getting competitive trade contractor pricing.

8. The following specific provisions of the "Construction Manager's Obligations" of the Contract Documents, found in Section V of RFP CP-19-03, are amended to read as follows:

A. Section B.3, "Cost management", subsection 3.3 is hereby amended to read as follows*:*

3.3 The CM shall submit cost reports on a monthly basis, including the expenses of Trade Contracts, general conditions, GMP allowances, GMP allocations, GMP Contingency, and any other Project expenses. A monthly Pay Application that includes each of these items is sufficient to comply with this subsection.

B. Section B.9. "Quality Control/Inspection", subsection 9.2 is hereby amended to read as follows:

9.2 The City shall hire a qualified and independent Testing and Inspection Agency to provide the testing and inspection services required by the Construction Documents and Prince George's County Third Party Inspection requirements. The testing agencies shall submit copies of their reports to the City, the Architect, the appropriate Design Team consultants, and the CM directly and simultaneously through the City's online project management system and to Prince George's County as required. The CM will work in conjunction with the Testing and Inspection Agency to schedule and conduct testing and inspections to ensure compliance.

C. Section B.16. "Change in Scope and Change in the GMP", subsection 16.1.b. is hereby amended to read as follows:

16.1(b) The CM shall notify the City in writing within 10 days of receipt of City's modifications (and copy to UMD, the Project Manager and Architect) if an apparent change in scope or design will require a change in the GMP or schedule, and shall provide detailed cost supportive data within 30 days of receipt of modifications.

9. The following specific provisions of the "General Terms and Conditions" of the Contract Documents, found in Section VI of RFP CP-19-03, hereby are amended as follows:

A. Section 2.03, "Order of Precedent", subsection (a) is hereby amended to read a as follows:

2.03 <u>Order of Precedent</u>:

(a) The Contract Documents are all essential documents of this Agreement and are made a part hereof and incorporated herein by reference as if fully set forth herein:

1. *Construction Management Contract, as amended by approved change orders or other contract amendments. Each change order will contain any specific clarifications and exclusions.*
2. *Contract Drawings and Specifications for the Project, prepared as part of the Professional Services Agreement.*
3. *Construction Management General Terms and Conditions.*
4. *GMP Cost Schedule between CM and the City. ("GMP Cost Schedule")*
5. *Documents prepared as part of the Professional Services Agreements.*
6. *Response to request for Technical Proposals and Qualifications*
7. *The RFP issued for the Construction Management.*
8. *Performance Bond*
9. *Labor and Materials Payment Bond*

The foregoing list of Contract Documents shall be considered an "order of precedent" provision in the event there is a conflict between one or more of the Contract Documents. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement, are not attached hereto:

1. Notice to Proceed.

B. Section 3.05, "Changes", subsection E is hereby amended to read as follows:

3.05 Changes

E. In order to request an equitable adjustment under this clause, the Contractor shall, within 10 days of receipt of a written change order issued pursuant to 3.05(A), request an equitable adjustment, and within 30 days after receipt of the written change order, submit to the City Manager a written statement setting forth the general nature and monetary extent of request, unless this period is extended by the City. The statement requesting an equitable adjustment may be included in the notice under 3.05(B).

C. Section 3.06, "Modification of Contract Price", subsections (C)(3) and (D)(1) are hereby amended to read as follows:

3.06 Modification of Contract Price

C. Modification of the Contract Price, when required, shall be determined as follows:

3. If job conditions, or the extent or nature of the change, or if the City and the Contractor fail to agree upon a lump sum price, or the application of unit prices to determine the cost of any proposed change, the Work shall be done on the basis of a Force Account as hereinafter stated under Section 3.07 FORCE ACCOUNT WORK. Under these conditions, the City shall have the right to issue an order to the Work to be performed and the Contractor shall proceed as directed under the provisions of Section 3.07

D. The allowable percentages of cost for Subcontractors for overhead and profit are deemed to include, but not be limited to, the following:

1. Job supervision and field office expense required by the Contract, expenses for timekeepers, clerks and watchmen, cost of correspondence of any kind, and insurance not specifically mentioned herein, all expenses in connection with the maintenance and operation of the field office, use of small tools, and cost of small trucks generally used for transporting either workmen, materials, tools or equipment to job location, and incidental job burdens. No percentage allowances will be made for maintenance or operation of Contractor's regularly established principal office, branch office or similar facilities.

D. Section 4.08, "Maintenance of Work During Construction", subsections (A) and (C) are hereby amended to read as follows:

4.08 Maintenance of Work During Construction

A. The Contractor shall maintain the work during construction and until substantial completion . This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times and protected from damage of any kind from external sources.

C. All cost of maintenance work during construction and until substantial completion shall be included in the base bid and the Contractor will not be paid any additional amount for such work.

E. Section 6.02, "Permits and Licenses", subsection A is hereby amended to read as follows:

6.02 Permits and Licenses

A. The CM shall assist the City and the Design Team to obtain any required demolition, grading and building permit based on the agreed schedule, and shall obtain any required use and occupancy permit.

F. Section 7.10, "Termination for Convenience", subsection E's introductory paragraph is hereby amended to read as follows:

7.10 Termination for Convenience

E. In the event of the failure of the Contractor and the City Manager to agree, as provided in Paragraph D, upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the City shall pay to the Contractor the amounts determined by the City Manager as follows, but without duplication of any amounts agreed upon in accordance with Paragraph D:

G. Section 7.13, "Liquidated Damages", subsection B is hereby amended to read as follows:

7.13 Liquidated Damages

B. For each day that any work shall remain uncompleted beyond, the Substantial Completion date, the Contractor shall be liable for liquidated damages in the amount(s)of $2,000 per day.

H. Section 7.14, “Substantial Completion and Final Completion”, subsection (C) is hereby amended to read as follows:

7.14 Substantial Completion and Final Inspection

C. The City Manager shall, after consultation with the Contractor, fix a reasonable time by which the Contractor shall complete any remaining items of work designated on a list prepared by the architect and the Project Manager. If the Contractor fails to complete the remaining items so listed in the time stipulated the City shall have the undisputed right without further notice to complete the work and deduct any cost incurred from any monies retained under the contract.

I. Section 7.16, “Warranties”, subsection D is hereby amended to read as follows:

7.16 Warranties

D. That the entire work shall be water-tight and leak-proof in accordance with the Construction Documents.

J. Section 8.05, “Retainage”, subsection A is hereby amended to read as follows:

8.05Retainage

A. The City may elect to withhold retainage in the amount of 5% against payments otherwise due the contractor. The City will pay the 5% retainage to the Contractor six months after final completion of the contract work, and correction of any deficiencies discovered as a result of final inspection. The said retainage is held as security for performance and not as liquidated damages and the forfeiture of the retainage shall not release the contractor from any liability in excess of the retainage. Prior release of the retainage, or a part thereof, may be authorized on a case by case basis at the discretion of the City.

10. Except as provided herein, all other terms and conditions of the Contract and Contract Documents are hereby extended and shall remain in full force and effect during the term.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

Signatures follow on the next pages.

WITNESS:

_____
Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By: _____
Scott Somers, City Manager

Approved as to form and legal sufficiency

_____
Suellen M. Ferguson,
Attorney for the City of College Park

(Signatures continue on the next page.)

WITNESS:

_____

JAMES G. DAVIS CONSTRUCTION CORPORATION

By: _____

Name: Matthew Weirich
Title: _____

CLARIFICATIONS / EXCLUSIONS

COLLEGE PARK CITY HALL REDEVELOPMENT
BID PACKAGE 3
FEBRUARY 18, 2020

1. We exclude Commissioning Agents for MEP + Façade only. These costs should be paid by Owner.
2. We exclude costs for an Industrial Hygienist. These costs should be paid by Owner.
3. We exclude 3rd party testing for Geotechnical and Cast in Place Concrete. We have included 3rd party testing for typical building, elevator, and MEP inspections excluding the 3rd and 4th floor University of Maryland interior space. The inspection costs for UMD space on 3 and 4 will be included in a future change order.
4. We have included the cost premium for the 2 year warranty.
5. These Clarifications and Exclusions in Change Order #3 are in addition to DAVIS' Clarifications and Exclusions included in Change Orders 1 and 2.
6. Bid Package/Change Order #3 is based upon "College Park – City Hall – Bid Schedule" file name 18905 19-12-17.
7. Change Order #3 resolves all claims for delays, disruptions, escalation and extended cost arising out of or related to cost or time, whether known or unknown, asserted or unasserted, relating to the scope of work outlined in this Change Order #3 for events occurring on or before February 18, 2020. Except as provided herein, all other terms and conditions of the Contract are hereby ratified and shall remain in full force and effect during the term.
8. Change Order #2: The Clarifications/Exclusions are hereby amended as follows to conform to the negotiated terms agreed to by the parties:
   a. Section 6 General Requirements is deleted, with the remaining sections renumbered.
   b. The following is added as the final paragraph of Change Order #2 Clarifications/Exclusions:
      This Change Order #2 resolves all claims for delays, disruptions, escalation and extended cost arising out of or related to cost or time, whether known or unknown, asserted or unasserted, relating to the scope of work outlined in this Change Order #2 for events occurring on or before February 11, 2020. Except as provided herein, all other terms and conditions of the Contract are hereby ratified and shall remain in full force and effect during the term.
9. Change Order #1: The Clarifications and Exclusions are hereby amended as follows to conform to the negotiated terms agreed to by the parties:
   a. The date of Change Order #1 is changed from November 20, 2019 to December 10, 2019.
   b. Paragraph 7 of "Owner to Provide" is amended to read in its entirety as follows:
      Utility companies shall be considered as 3rd party contractors (between Owner and Utility Company) and DAVIS is not responsible for non-performance, delays, or acceleration costs except for delays caused by the acts or omissions of DAVIS. Delays attributable to or caused by the acts or omissions of a subcontractor or supplier of DAVIS are deemed to be delays caused by DAVIS. DAVIS' responsibility will be to coordinate and schedule the utility service providers.
   c. The following is added as the final paragraph of Change Order #1 in the Clarifications/Exclusions:
      This Change Order #1 resolves all claims for delays, disruptions, escalation and extended cost arising out of or related to cost or time, whether known or unknown, asserted or unasserted, relating to the scope of work outlined in this Change Order #2 for events occurring on or before December 10, 2019. Except as provided herein, all other terms and conditions of the Contract are hereby ratified and shall remain in full force and effect during the term.

Commented [TS1]: IS DATE CORRECT?

CLARIFICATIONS / EXCLUSIONS

General Requirements:

1. We exclude the requirement to perform drug and background screening of employees (reference 011000 item 1.7.G).
2. Specification 012500 item 1.7.B states that Architect will consider requests for Substitutions for Convenience only if received within 60 days after Notice of Award. We assume that Architect will consider substitutions as long as the approval of substitution will not impact the project schedule.
3. We exclude specification 012600 Contract Modification Procedures as this process is governed by the Prime Contract.
4. We exclude specification 012900 Payment Procedures as this process is governed by the Prime Contract.
5. Specification 013100 item 1.8.b discusses using Architect's web-based Project management software package. We propose the use Procore for all project documentation, and that DAVIS manages the Procore system as no additional cost to Owner or Design Team.
6. We exclude the attendance of major subcontractors or suppliers at the Preconstruction Conference discussed in 013100 item 1.9.B.1.
7. We exclude the attendance of major subcontractors or suppliers at the Sustainable Design Requirements Coordination Conference discussed in 013100 item 1.9.C.1.
8. We exclude the attendance of major subcontractors or suppliers at the Project Closeout Conference discussed in 013100 item 1.9.E.2.
9. We exclude the requirement to submit Material Location reports as described in 013200 item 1.9.B.
10. We exclude the requirement to have a professional photographer per periodic photographic documentation (reference 013233 item 1.4.A). Construction photographs will be taken by a DAVIS employees.
11. We exclude the requirement to take video construction recordings per 013233 item 1.7.
12. We exclude the requirement to have the Construction Webcam be able to pan (reference 013233 item 1.8.C.4.). The vantage point for the webcam will be fixed.
13. Our schedule is based on the Design Team returning submittals within 10 business days of submission. Specification 013300 item 1.6.C discusses 21 days for submittals requiring sequential review. We assume that the complete submittal review cycle, including Architect and any other Design Team member, will be completed within 10 business days.
14. We will submit our project specific quality control plan within 60 days of approval of full GMP. Specification 014000 item 1.7.A states that plan should be submitted within 10 days of Notice to Proceed.
15. We have included several Owner Allowances associated with a façade mockup. We exclude any costs associated with testing the façade mockup as described in 014339 item 3.1.A.
16. We exclude the requirement for DAVIS to provide temporary offsite parking for construction personnel per specification 015000 item 3.4.E. The responsibility for parking falls to each Subcontractor.
17. Specification 015000 item 3.6.C.1 says that drywall or other porous materials or components should be not loaded or installed into partially enclosed building. We exclude this specification item. Drywall and/or porous materials will be loaded and installed into partially enclosed building. These items will be stored and installed to prevent exposure to precipitation.
18. We will submit our project specific waste management plan within 30 days of approval of full GMP. Specification 017419 item 1.5.A states that plan should be submitted within 7 days of Notice to Proceed.
19. We exclude the Cost/Revenue Analysis referenced in 017419 item 1.8D as part of the Waste Management Plan.
20. All sorting/separation of waste will occur offsite. We exclude any onsite separation of waste.
21. Warranties and Maintenance Agreements will be provided to the Owner within 45 days of substantial completion. Submission of these items shall not be a prerequisite to substantial completion.
22. We exclude written transcript of Training Video Recordings (reference 017900 item 1.4.A.2).

CLARIFICATIONS / EXCLUSIONS

23. We have included the materials and equipment as shown in the drawings and specifications. Some of these materials may not meet LEED requirements. DAVIS assumes that the designer has taken LEED requirements and the associated credits into account when specifying their products and takes no responsibility for LEED requirements that are not met from specified materials.

Excavation:

1. We have included Owner Allowances for the onsite treatment of contaminated ground water and the premium associated with the haul off and disposal of contaminated soils. Typical to all Owner Allowances, should the final cost of the work exceed or be less than the value of the Allowance, contract sum will be adjusted to account for the increase or decrease.

Landscape/Site Furnishings:

1. We exclude Urban Edge Jessie Rail per 1/L207. Current drawings do not call out location and or quantities.
2. Plans and specifications conflict as to type of bike racks that are to be installed. Bike racks will be provided per plans and 6/L206 and not per 323300 item 2.3.A.
3. Landscape Forms Custom Wood Benches are provided as Domestically Sourced Thermally Modified Ash (DSTMA) per the Landscape Drawings. FSC certification for DTSMA is not available and therefore this requirement has been excluded.
4. Landscape Drawing 4/L207 identifies the flag pole as 40 ft tall however the specification calls for (3) flag poles, one at 25' and two at 20'. We have included the flag poles as listed in the specification and not as shown on 4/L207.
5. Plant quantities as shown on plan view (L302A&B) do not match the planting schedule. We include plant quantities based on the plan view instead of the planting schedule.
6. Planting Season is from March 1 - May 15 and from August 15 to October 15. Given these constraints, it is likely that the plantings will need to occur after substantial completion. Our GMP is based upon the plantings being installed after Substantial Completion with no liquidated damages penalty.
7. Soil depths for P1 areas as shown on L105A&B have not been provided. We have assumed a 12" section of planting soil per 329300-3.3A3 to include 8" of soil and 4" of compost.
8. Subdrainage specification 334600 provides several products that are not shown in the drawings. We have included 4" PE Corrugated pipe for perimeter foundation drain as shown on the Plumbing drawing P100a&b and 2/A552.
9. No cleanouts are shown on the perimeter foundation drains. We have provided cleanouts at corners and 150' intervals.

Hardscapes:

1. We exclude the Limestone wall (concrete structure, limestone, signage, lighting, etc.) per L213. This will be priced as an add alternate.
2. P3a pavers are identified as 4 1/2" x9" on L200. This size is not available for non-permeable pavers. We have included 4"x8" paver in this location.
3. We have included a 12" thick slab with #5 @ 12" OC EW for the bus shelter foundation as information was not provided in the response to Bid RFI-001 item #3.
4. We exclude architectural form liner at side concrete walls per response to Bid RFI 80.
5. Concrete sidewalks to be standard grey (i.e. no colored concrete).

Asphalt Paving:

1. Pricing is based on the January 2020 MDAA asphalt index of $473.33 per liquid ton and subject to adjustment at time of placement. We have included an owner allowance of $5,000 should the price of asphalt increase from now until the time of placement.

CLARIFICATIONS / EXCLUSIONS

2. Stop Bars and Crosswalk striping will be thermoplastic white. All other striping will be painted per the pavement marking specification 32172.

Wet Utilities:

1. Doghouses or manholes for sanitary sewer lines are not identified on the drawings. We have included an Owner Allowance of $20,000 should WSSC require these structures.

Dry Utilities:

1. No size and quantity of conduits were provided for the UMD Service (Note #10/CU-101). We have included (2) 4" Conduits for this service.
2. Pepco does not allow rebar in concrete encased duct banks. We exclude rebar in the primary and secondary duct backs. (Response to Bid RFI-001 Question #69 added rebar).
3. Note 14 on page CU-101 says to Connect to Existing underground communications lines to the new communication conduit. No information has been provided regarding the existing communication conduit size, quantity or configuration. We have included an allowance of $2,500 for this work.

Concrete:

1. Any mockups for concrete (reference 033000 item 1.7.F) will be in place mockups.
2. We exclude moisture-retaining-cover curing as specified in 033000 item 3.13.F.2. We will utilize a curing compound per 033000 item 3.13.F.3.
3. We exclude liquid floor treatments (reference 033000 item 3.14) because the architectural finish plans do not call for any floor surface to receive liquid floor treatments. We have included concrete sealers as specified in other specification sections.
4. We exclude moisture curing of site architectural concrete walls as specified in 033300 item 3.9.B.1.

Masonry:

1. We include flexible through wall flashing with stainless steel drip edge per specification 04 20 00 item 2.10.B. We exclude stainless steel through wall flashing.

Stone:

1. We exclude the stone cap shown on 3/A482 as plan 1/A437 shows the Council Chamber dais receiving a WD1 cap.
2. The basis of design "honeycomb" stone panel supplier requires payment of a material deposit prior to releasing material from fabrication. The value of this deposit is approximately $85,000.
3. We have included $5,000 for travel to/from Texas to review stone slabs. All other travel costs to review stone materials is excluded.

Steel:

1. We exclude the stainless steel knife plate assembly for City Council Chamber sun shades (1, 2, and 4/A5-61). We have included galvanized and field painted plates per 1 and 3 A554.
2. We exclude the stair structure for internal communicating stair floors 3-4. This will be bid as part of the UMD interiors package.
3. We exclude stainless steel angle supports for elevator pit sump covers as specified in 055000 item 2.11.B. We have included galvanized angle support.
4. We exclude the delegated design requirement of the retail canopies as specified in 057200 item 2.1.A. The structural engineer of record has designed the canopy/connections (reference 3 and 4/S-602).

Commented [WR2]: Removing due to Cagley's feedback: "Hangers will be required to support façade at any strip windows or openings that cannot be supported by CFMF"

Ornamental Millwork:

CLARIFICATIONS / EXCLUSIONS

1. We have included an aluminum glazing shoe molding for the interior glass handrails at the stair and Level 2 opening. This shoe will not be visible since it will be covered with terrazzo. Shoe molding caps will be stainless.
2. Handrails (R1, R2 and R3) have been provided by as shown on L101A and B. We have not provided R3 handrails at the South side of the Micro Bio retailing wall outside of the Retail space.

Millwork:

1. We exclude the mitered edge shown on 3/A472. Mitered edge is not attainable due to radial shape of dais.
2. All plastic laminate (PLAM) is assumed to be standard colors only unless specifically noted.
3. The 2-year millwork warranty is based on Owner maintaining 35-55% relative humidity throughout building during duration of warranty.
4. We have included a $5,000 Owner Allowance for College Park Seal at lobby desk.
5. A specification for the (4) passthrough drawers at the pay windows was not provided. We have included an Owner Allowance of $5,000 for these drawers.
6. RPG Wood Wall (WP-1) and Wood Veneer (WD-1) will require an upfront deposit at contract award to reserve production spot, order raw materials and to begin shop drawings. This initial deposit will be 35% of the material cost which is approximately $105,000. The remainder of the material cost (65% or ~ $195,000) will be due prior to material delivery.

Waterproofing:

1. We have excluded waterproofing membrane at the joints of the Micro bioretention structures (1/CW-501) per email from Meredith Sullivan (DSI) January 8, 2020. We will provide water stops at joints between footings and walls.
2. We have excluded Dampproofing. According to email from Meredith Sullivan (DCI) on January 15, 2020, no Dampproofing is required.
3. We exclude a full-time site representative qualified by waterproofing membrane manufacturer to inspect substrate conditions; surface preparation; and application of membrane, flashings, protection, and drainage components as specified in Specification 071413. This service will be provided by the Owner.

Roofing:

1. We have not included a vapor barrier or conductive wire mesh layer used for Electronic leak Detection in the roofing system.

Terra Cotta:

1. Due to the initial setup and fabrication of Terracotta and sub framing systems, the basis of design manufacturer requires a series of a material deposits be paid prior to releasing material from fabrication. The value of the first deposit is approximately $70,000 up issuance of a notice to proceed to subcontractor. An additional $240,000 is required to be paid prior to releasing materials for fabrication. Balance of payment (~$360,000) is due upon delivery of materials. Terracotta has a lead times of about 20 weeks from approved shop drawings and payment for fabrication.

Doors/Frames/Hardware:

1. All WD1 wood doors will be manufacturer standard plain sliced Alder, prefinished. Note, WD1 for doors will not be supplied by RPG Acoustic Systems.

CLARIFICATIONS / EXCLUSIONS

2. We have included hollow metal doors and frames at Openings ST011|02 and ST021|02.

Glass/Glazing:

1. The Door Schedule shows door ST031-01 as a 45min rated Aluminum door which exits from the stair tower to the exterior. We have included a non-rated door based on email confirmation from Meredith Sullivan (DCI) on January 15, 2020.
2. The Door Schedule shows door ST02R-01 is a 90min rated Aluminum Door which Exits from stair tower to roof. We have included a non-rated door based on email confirmation from Meredith Sullivan (DCI) on January 15, 2020
3. We exclude sun shades on the north elevation as none are shown on the North Elevation of the building.
4. The manufacturers of the sun shades have expressed concern over the structural integrity of the Council Chambers sun shades as shown on 1/A213 & 2/A561. The vertical span of 28'-0" cannot be adequately supported without a steel structure or midspan support. DAVIS has included an Owner Allowance of $50,000 for additional bracing or reinforcement of this sun shade. We will need a completed design in order to final pricing.
5. Sun shade finishes to be custom Kynar to be selected by architect (non-exotic, non-metallic).
6. Historical test reports for curtainwall and storefront systems will be provided. Costs for additional testing or custom reports has not been provided and are excluded from this GMP.
7. The design documents do not include a Specification for the Bullet proof windows. We have priced these windows as UL 752 tested and Rated Level 2-1 bullet resistant frames with glass made of glass and polycarbonate. Level One window will be split into 3 bays due to sizing restrictions. Framing will be clear satin or dark bronze.
8. We exclude an off-site façade mock-up or any associated off-site testing.
9. The interior window at the Council Chambers (near grid line 6.5 and F) is not indicated to have an STC rating however door/ sidelight CC200-01 is indicated to have an STC rating of 64. DAVIS excludes STC ratings at this window.
10. Aluminum Doors indicated as Flush doors will receive a glazed in metal panel to match the door stiles and frames.
11. Exterior glass to be 1" Solarban 70.
12. Glass to be tempered only where required by code or manufacturer and as indicated on the contract documents.
13. Framing systems wall thickness shall be manufacturer's standard.
14. Aluminum storefront doors will be Heavy Duty Medium Stile Doors w/ 10" bottom rails.
15. Interior bathroom mirrors shall be ¼" plate glass mirrors with mastic and mirror clips.

Flooring:

1. We exclude GenieMat sound reduction material under flooring. We can price this scope as an add alternate should Owner/Architect require the system be installed.

Tile:

1. Tile T2 has been discontinued. We have included Hues Tender Grey as recommended by manufacturer.
2. We exclude sloping tile at restrooms to floor drains.

Terrazzo:

1. Pricing is based on samples described in Design Collective on January 30, 2020 email.
2. No logos or custom artwork is included in terrazzo as none is shown on drawings.
3. Divider strip pattern is assumed as a "simple" straight strip pattern.

CLARIFICATIONS / EXCLUSIONS

Drywall:

1. Acoustic Isolation accessories as listed in Specification 092216 have been excluded as directed in the response to Bid RFI #132. Wall isolation clips as shown on wall typeX06B have been included.
2. RPG Fabric Wrapped Panel (FWP-1) and Ceiling Panels (WPC-1) will require an upfront deposit at contract award to reserve production spot, order raw materials and to begin shop drawings. This initial deposit will be 35% of the material cost which is approximately $75,000. The remainder of the material cost (65% or ~ $140,000) will be due prior to material delivery.
3. Wall Type Y06t is shown on 5/A434 at the restroom walls. This wall type has not been provided in the partition schedule. DAVIS has priced assumed the Y06T is the same as Y08A.
4. We have excluded Level 5 drywall finishing except at locations to receive wall coverings.
5. On the Finish Plan Rooms 219, CC201, CC202 and CC204 are scheduled to receive specialty APC4 ceilings. However, on the RCP these rooms are shown with 2x2 ceiling tile and grid. We excluded APC4 specialty ceilings in these rooms as they are back of house spaces. We have included 2x2 ACT per the reflected ceiling plan.

Commented [WR3]: Removing due to DCI feedback: "Keep wall type Y06b, assume it is the same as X06b, but with a 6" stud"

Paint:

1. Specification 230500 item 2.1.B is a painting schedule for mechanical systems. The only fire protection, mechanical, plumbing, or electrical systems that will be painted in the field will be sprinkler systems inside egress stairwells. All other field painting of MEP systems is excluded.

Signage:

1. We exclude Retail Signage as shown on 1&2/A201, 1&2/A202, and A203.

Window Washing Equipment:

1. We exclude any window washing system/equipment including but limited to tieback anchors.

Toilet Partitions and Accessories:

1. Item "P - Coat/Robe/Shower Hook" in the "Restroom/Shower Fixture and Accessories Schedule" on A637 is called out as a Bobrick 204-1. This is a Shower Curtain Ring, not a robe hook. We have included Bobrick B-212 Hook and Bumper coat hook.
2. Per Drawing A431, the Toilet Partitions Doors are to be a height of 60". Drawing A432/Detail 4 shows a standard door height of 58". We have included standard door height toilet partitions of 58".
3. Per Specification Section 102113.14-2.2-B, toilet partitions are to be Floor Hung. Per Drawing A432, the toilet partitions in Men's 101,102,103,104 and Women's 102,202,302,402 are to be Ceiling Hung. We have included Ceiling Hung Partitions per the Drawings.

Window Treatments:

1. We have included window treatments at locations shown on floors 1-4. The perimeter shade pockets on floors 3-4 will be included in the UMD interior fit-out pricing.
2. There is no Specification on Fabric Type/Color within the Roller Shades. Color and types of fabric to be selected from "standard colors and types" from manufacturer and will not include any custom colors or color matching.

Elevators:

1. We have included a $25,000 cab allowance per car.
2. The basis of design elevators requires an elevator pit that is 6" deeper.
3. Payment of the subcontract value will be made as follows:
    a. 35% of the subcontract value upon receipt of initial invoice
    b. Balance in monthly progress payments based on work in place and material produced.

CLARIFICATIONS / EXCLUSIONS

4. Specification 14123-2.3-B.8.a calls for center opening doors. We have included side opening doors in order to maintain stretcher compliance. To have center-open stretcher compliant doors elevator would need to be 4,000 lb. cars at an additional cost.
5. Specification 142123-2.9.C calls for firefighters two-way communication service telephone. Firefighters Two Way Communication Service Telephone is not required by IBC code for building of this height, therefore we have excluded this accessory. We have included plug-in jack for firefighter communication.
6. Specification 142123-2.9.I calls for fire command center annunciator panel. Based on the height of the building, Fire-Command-Center Annunciator Panel is not required by code and therefore we have excluded this panel.
7. Specification 142123.16 item 2.10 C, D and E calls for type 304 stainless steel. We have instead included type 441.

Fire Protection:

1. We exclude any kitchen hood fire suppression system as referenced in specification 211300 item 1.4.G as none is shown on the current drawings.

Mech/Plumb:

1. We exclude the duct risers added on sheets M-101a and M-102a on the east side of Stair 1. We assume these may be future retail duct risers which we have excluded from the core/shell pricing.
2. We exclude grease ducts/kitchen hood exhaust or dishwasher exhaust ducts for future retail tenants.
3. We exclude duct cleaning as specified in 233113 item 3.15.H. All ductwork will be protected during installation per DAVIS' Indoor Air Quality plan.
4. We exclude plumbing fixture "P-001 Kitchen Sink" as specified in 224000 item 2.2.B as this fixture is not shown in the current drawings.
5. We exclude type 304 stainless steel sleeves specified in 230500 item 2.7.A.6 because the current scope excludes constructing kitchens, dining room, serving pantries, or dish/pot wash areas.
6. We exclude any costs associated with utility connections specified in 230500 item 3.12.
7. We assume that the new mechanical/HVAC systems can be used for temporary conditioning provided that we maintain systems per manufacturer requirements. Warranties will not be impacted by this use of the equipment. Specification 230500 item 3.15 states that Owner permission is required to use new heating systems for temporary heat and ventilation. We exclude the need to request Owner permission.
8. We exclude custom colors for air outlets and inlets.

Commented [WR4]: This scope was issued via ASI

Electrical:

1. We followed landscape drawings for site lighting and fixture types, not electrical drawings.
2. Specification 262413 item 1.5.A.1 states that switchboards should not be delivered or installed until spaces are weathertight and HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels. We exclude these prerequisites for switchboard installation. Switchboards will be protected from water intrusion.
3. We exclude laminated wood poles as specified in 265613 item 2.3 as none are scheduled on the drawings.
4. We exclude lighting, unit heaters, and fire alarm devices in the future UMD space on floors 3 and 4 shown on various drawings. These items will not be required due to the fact that the UMD space will be constructed as part of the overall project scope.

CLARIFICATIONS / EXCLUSIONS

Low Voltage:

1. Items shown on drawings without specific model numbers (e.g. sound masking system, (4) custom screen lifts in Council Chambers, etc.) have been priced using industry standards. Pricing may increase when models specified.
2. All items are assumed to have factory standard finishes unless otherwise noted.
3. All labeling performed to ANSI/TIA/EIA-606 Standards. Customized labeling schemes not included in proposal.
4. In accordance with the response to RFI 108, Wireless Access Points and associated mounting brackets and enclosures to be provided by owner and installed by DAVIS.
5. We exclude costs associated with furnishing or installation of Verizon or Comcast cable extensions. We assume telecom utilities to bring their cables inside building.
6. Pricing includes assumption that 24 strand fiber cable (sheet Note 1 on TA010) is existing and in condition to be spliced into new cable for project. No remedial work for existing cable is included.
7. Owner must furnish any network permissions, setting, IP addresses, or port configurations as needed to install new security work.

COLLEGE PARK CITY HALL REDEVELOPMENT PROJECT
GMP PROJECT BUDGET
4500 KNOX ROAD
UPDATED: 3/30/2020

Building GSF Area Allocation		
Total	College Park	UMD
96,266 GSF	35,027 GSF	61,239 GSF
100%	36.4%	63.6%

			GMP Cost Share Analysis		
DESCRIPTION	**TOTAL DD BUDGET**	**TOTAL GMP BUDGET**	**GMP Share College Park**	**GMP Share UMD**	**Allocation Guidance**
CONSTRUCTION - GMP FOR HARD COSTS					
Plaza Finishes	$ 6,163,209	$ 2,505,326	$ 1,252,663	$ 1,252,663	50/50
UMD Retail Outdoor Seating Area	$ 294,113	$ 119,426	$ -	$ 119,426	100% UMD (4.55% of site area)
Retail (Cold Dark Shell)	$ 1,669,830	$ 1,754,783	$ -	$ 1,754,783	100% UMD
Office (Core and Shell)	$ 17,253,808	$ 21,988,822	$ 8,000,745	$ 13,988,077	Per SF allocation
College Park Interiors	$ 5,791,029	$ 6,822,408	$ 6,822,408	$ -	100% College Park
UMD Interiors	$ 5,331,712	$ 5,483,076	$ -	$ 5,483,076	100% UMD
Total GMP for Hard Costs	$ 36,503,701	$ 38,673,841	$ 16,075,816	$ 22,598,025	
			41.6%	*58.4%*	
CONSTRUCTION - OTHER					
Commissioning	$ 50,000	$ -	$ -	$ -	Cost is budgeted in Design Contract
Testing and Inspections	$ 100,000	$ 180,000	$ 65,494	$ 114,506	Per SF allocation
Permit Expediting	$ 25,000	$ 25,000	$ 9,096	$ 15,904	Per SF allocation
Building Permit Cost Allowance	$ 562,933	$ 562,933	$ 204,826	$ 358,107	Per SF allocation
Other Permits and Fee Allowances	$ 500,000	$ 500,000	$ 181,928	$ 318,072	Per SF allocation
Total Construction - Other	$ 1,237,933	$ 1,267,933	$ 461,344	$ 806,589	
FURNITURE, FIXTURES & EQUIPMENT					
FFE Allowance - College Park	$ 875,672	$ 875,672	$ 875,672	$ -	$25/SF of office; 100% College Park
FFE Allowance - UMD	$ 1,530,978	$ 1,530,978	$ -	$ 1,530,978	$25/SF of office; 100% UMD
Other	$ -	$ -	$ -	$ -	
Total FFE	$ 2,406,650	$ 2,406,650	$ 875,672	$ 1,530,978	
A&E					
Design Contract	$ 1,289,960	$ 1,289,960	$ 483,695	$ 806,265	Allocation varies by scope of work (plaza costs split 50/50)
Design Reimbursables	$ 38,700	$ 38,700	$ 14,513	$ 24,188	Allocation varies by scope of work (plaza costs split 50/50)
Design Change Order - ASA #001 Building Changes	$ 42,000	$ 42,000	$ 42,000	$ -	100% College Park
Design Change Order - ASA #002 North Bar Retail	$ 12,000	$ 12,000	$ -	$ 12,000	100% UMD
Design Change Order - ASA #003 3rd and 4th Fl. Interior	$ 69,700	$ 69,700	$ -	$ 69,700	100% UMD
Design Change Order - ASA #004 Structural Modification	$ -	$ 1,500	$ -	$ 1,500	
Civil Engineer	$ 195,200	$ 195,200	$ 72,732	$ 122,468	Allocation varies by scope of work (plaza costs split 50/50)
Civil Reimbursables	$ 3,000	$ 3,000	$ 1,118	$ 1,882	Allocation varies by scope of work (plaza costs split 50/50)
Environmental	$ 39,000	$ 39,000	$ 14,190	$ 24,810	Per SF allocation
Environmental Reimbursables	$ 3,000	$ 3,000	$ 1,092	$ 1,908	Per SF allocation
Environmental Change Order - Phase II	$ 18,350	$ 18,350	$ 6,677	$ 11,673	Per SF allocation
Environmental Change Order - SSDS	$ 43,205	$ 43,205	$ 15,720	$ 27,485	Per SF allocation
Environmental Change Order - IH Svcs	$ 2,895	$ 2,895	$ 1,053	$ 1,842	Per SF allocation
Environmental Change Order - Soil Testing	$ -	$ 100,000	$ 36,386	$ 63,614	Per SF allocation
Traffic Engineer	$ 23,500	$ 23,500	$ 8,551	$ 14,949	Per SF allocation
Traffic Reimbursables	$ -	$ -	$ -	$ -	
Total A&E	$ 1,780,510	$ 1,882,010	$ 697,725	$ 1,184,285	
ORGANIZATIONAL AND PROFESSIONAL					
Legal - Project, Permits	$ 50,000	$ 50,000	$ 18,193	$ 31,807	Per SF allocation
Miscellaneous	$ -	$ -	$ -	$ -	
Total Organizational and Professional	$ 50,000	$ 50,000	$ 18,193	$ 31,807	
DEVELOPMENT PROJECT MANAGEMENT FEE					
Redgate Fee	$ 1,043,738	$ 1,075,904	$ 400,882	$ 675,022	Allocation varies by scope of work (plaza costs split 50/50)
Redgate Reimbursables	$ 30,000	$ 30,000	$ 11,178	$ 18,822	Allocation varies by scope of work (plaza costs split 50/50)
Total Development Management Fee Costs	$ 1,073,738	$ 1,105,904	$ 412,060	$ 693,844	
OWNER'S PROJECT CONTINGENCY					
Hard Cost Contingency	$ 2,737,778	$ 1,933,692	$ 803,791	$ 1,129,901	Reduced from 7.5% to 5% of Hard Costs (excl. Yale Ave. Parking Lo
Soft Cost Contingency	$ 580,810	$ 614,306	$ 223,518	$ 390,787	20% of Soft Costs
Total Contingency Costs	$ 3,318,588	$ 2,547,998	$ 1,027,309	$ 1,520,689	
TOTAL PROJECT COSTS	**$ 46,503,668**	**$ 47,934,336**	**$ 19,568,118**	**$ 28,366,217**	
		Check	*40.8%*	*59.2%*	
YALE AVE. PARKING LOT					
Hard Costs	$ -	$ -	$ -	$ -	100% UMD; costs TBD
Soft Costs	$ 132,548	$ 132,548	$ -	$ 132,548	100% UMD; per AMT proposal plus 20% contingency
Redgate Fee	$ 3,049	$ 3,049	$ -	$ 3,049	
Total Yale Ave. Parking Lot	$ 132,548	$ 135,597	$ -	$ 135,597	

SUMMARY OF BID

COLLEGE PARK CITY HALL REDEVELOPMENT

College Park, MD

23 March 2021

	TRADE	DAVIS BUDGET	SUMMARY	BID NO. 1	BID NO. 2	BID NO. 3	BID NO. 4	BID NO. 5	BID NO. 6	BID NO. 7	BID NO. 8
				Bid Package #2							
1	**Site Camera**	11,000	**12,246**	12,246							
				Bid Package #2							
	Surveying	66,000	**77,515**	77,515							
				Finishing Touch	Marathon Cleaning	Rojani					
	Final Cleaning	44,672	**77,679**	81,424	80,000	77,679					
				Bid Package #1							
	Demolition	278,638	**305,850**	305,850							
				Bid Package #1							
	Haz Mat Abatement	75,000	**69,120**	69,120							
				Bid Package #2							
	Earthwork	433,830	**508,190**	508,190							
				Ross Contracting	Construction Trade Services	Flippo	Hopke	Magnolia			
	Site Utilities	594,940	**606,035**	606,035	593,000	1,046,715	706,145	762,240			
				GT Contracting	Millenium Construction	AMA Construction	MWS Ventures				
	Site Concrete	652,033	**639,670**	1,118,100	885,378	639,670	858,000				
				GT Contracting	Unique Paving Company, Inc.	Imperial Stone Paving	AMA				
2	**Unit Pavers**	256,960	**361,222**	249,000	256,800	248,300	361,222				
				Denison Landscaping, Inc	Elandscape	WH Boyer					
	Landscaping/Site Furnishings	726,222	**613,199**	649,993	613,199	625,433					
				Ross Contracting	Finley Asphalt	Ruston	AB Veirs	ProPave			
	Asphalt Paving and Markings	64,750	**210,672**	210,672	258,386	262,500	223,526	242,456			
				Flippo	National Cable Construction Inc	RB Hinkle	Utility Systems C&E, LLC				
	Dry Utilities	522,100	**372,142**	451,081	372,142	391,880	409,729				
				Bid Package #1							
	Fencing	31,500	**31,500**	31,500							
				Bid Package #2							
	Geopiers	324,000	**307,100**	307,100							
				DAVIS							
	Site Development	574,464	**529,464**	529,464							
				Belfast Valley	Canyon	Hardesty	Miller and Long	Schuster	SMC		
3	**Cast-in-Place Concrete**	4,753,999	**4,955,000**	4,955,000	5,795,000	5,459,700	5,345,000	4,986,250	5,045,000		
				Calvert	Diverse	Genco	Ramsey				
4	**Masonry**	624,464	**468,500**	605,500	476,900	637,500	468,500				
				Bratti	Lorton	Boatman & Mangnani					
	Stone	503,885	**825,790**	857,062	930,264	825,790					
				Extreme Steel	Iron Fab	Orion Iron Works	East Coast Iron Works				
5	**Miscellaneous Metals**	527,663	**642,900**	677,450	642,900	689,670	689,600				
				Crescent	Independent	Emerald Ironworks					
	Ornamental Metals	284,900	**384,600**	394,100	384,600	399,328					

	TRADE	DAVIS BUDGET	SUMMARY	BID NO. 1	BID NO. 2	BID NO. 3	BID NO. 4	BID NO. 5	BID NO. 6	BID NO. 7	BID NO. 8
				Aleman Construction, LLC	Pillar	Door Carpentry Sys					
6	**Rough Carpentry**	104,933	**272,765**	272,765	300,200	326,100					
	Finish Carpentry (w/ Rough Carp)	55,000	**w/ Rough Carpentry**								
				Columbia Millwork	IBS	Jefferson Millwork					
	Millwork	430,877	**686,027**	769,929	686,027	713,500					
				Prospect	Seal						
	Waterproofing	45,090	**78,544**	161,600	78,544						
				Royal Exteriors	Gordon	James Myers	Tecta				
	Roofing	646,460	**587,880**	623,500	594,800	695,000	587,880				
				Cameron	Pillar	Seal					
7	**Air Barrier**	244,550	**429,500**	432,500	429,500	438,088					
				Pillar	Vision	PCC	Merit	Alliance Exteriors	Advanced Arch.		
	Metal Panels	541,957	**479,950**	479,950	733,520	520,250	491,455	685,250	681,802		
				Calvert	Seal						
	Joint Sealants	94,899	**91,851**	94,240	91,851						
				Pillar	Alliance Exteriors	Advanced Architectural	PCC	Calvert			
	Terra Cotta	964,980	**1,265,750**	1,265,750	1,480,000	1,643,659	1,330,700	1,865,000			
				Bid Package #2							
	Below Grade Vapor Barrier	0	**88,025**	88,025							
				Precision	CH Edwards	M&D					
8	**Doors, Frames & Hardware**	169,255	**223,916**	223,916	292,190	225,500					
				Merit	ECP	PCC	Vision Contract	Emmitsburg Glass			
	Glazing	2,429,501	**2,008,200**	2,562,305	2,378,495	2,250,185	3,198,134	2,008,200			
				Can Am	CJ Coakley	JP Construction	Pillar	Rock Spring			
	Drywall	1,664,783	**1,760,516**	1,948,342	2,122,350	1,760,516	1,826,250	2,045,250			
				Abbey	David Allen	East Coast	United Stone and Tile				
	Ceramic Tile	115,750	**133,352**	163,289	151,244	133,352	150,572				
				Abbey	David Allen	Source One Flooring					
9	**Carpet and Resilient Flooring**	124,688	**175,398**	175,398	206,869	190,608					
				David Allen	Majestik Surfaces	Roman Mosaic	Boatman & Magnani				
	Terrazzo	378,692	**290,000**	321,684	363,327	290,000	362,101				
				Cochran and Mann	Delta	Paintech	Precision Wall Tech				
	Painting	138,039	**123,000**	138,200	269,723	123,000	173,500				
	Visual Display Boards (w/ millwork)	4,500	**w/ Millwork**								
				Accessible Construction	Partitions Plus	Material Distributors					
	Toilet Accessories and Partitions	80,215	**57,550**	65,143	57,550	59,500					
				Owner Allowance							
10	**Signage-Owner Allowance**	45,000	**45,000**	45,000							
				M&M Appliances	ABW Appliances	Dad's Appliances					
	Residential Appliances	11,600	**7,869**	7,869	8,842	9,109					
				DAVIS Allowance							
	Floor Mats	6,000	**6,000**	6,000							
12				GB Shades	MK Blinds	Valley Lighting					
	Window Treatments	147,877	**113,430**	131,455	181,100	113,430					
				Delaware Elevator	Kone	Schindler	ThyssenKrupp	Otis			
14	**Elevators**	381,000	**484,000**	582,214	650,500	484,000	538,978	493,500			
				Doyle	Integrated	Mallick	R&R	Severn			
15	**HVAC / Plumbing**	3,175,543	**3,688,500**	3,688,500	3,755,000	3,721,000	3,998,000	4,334,000			
				AASC	Capitol	Livingston	Northstar	FLSA			

	TRADE	DAVIS BUDGET	SUMMARY	BID NO. 1	BID NO. 2	BID NO. 3	BID NO. 4	BID NO. 5	BID NO. 6	BID NO. 7	BID NO. 8
	Sprinkler	314,497	**449,377**	468,000	513,800	585,300	449,377	476,000			
				Altimate	FB Harding	Freestate	JE Richards	Perlectric			
	Electrical	2,550,384	**3,115,000**	3,115,000	3,792,015	4,557,565	3,338,700	4,153,900			
				Cabling Systems	CCCI	CTSI	GlobalCom	Net100	Trinity Wiring		
	Telecom	127,948	**258,242**	279,600	258,242	416,058	342,929	336,619	414,275		
				Avitecture	Cabling Systems	CTSI	Mid-Atlantic Controls	MidPoint			
16	**A/V**	280,896	**689,119**	689,119	791,500	795,440	706,584	848,494			
				CTSI	Mid-Atlantic Controls	Securitas	Trinity Wiring				
	Security	208,378	**213,163**	213,163	216,729	236,856	265,119				
				Owner Allowance							
	Owner Allowances-Ext. Signage,	330,000	**330,000**	330,000							
	Bus Shelter, Façade Mockup			Owner Allowance							
	UMD Floors 3+4 Owner Allowance	4,202,154	**4,202,154**	4,202,154							
				Various							
	2 Year Warranty Premium	100,000	**227,014**	227,014							
				Owner Allowance							
	Premium for Contaminated Soil Disposal (Owner Allow)	0	**350,000**	350,000							
				Owner Allowance							
	Treatment of Contaminated Groundwater (Owner Allow)	0	**125,000**	125,000							
				Owner Allowance							
	3rd Party Geotechnical Engineer (Owner Allow)	0	**62,445**	62,445							
				DAVIS Allowance							
	Accepted Value Engineering	0	**(364,500)**	(364,500)							
				Owner Allowance							
	Undercut/Fill (Owner Allow)	0	**110,000**	110,000							
	SUB TOTAL	$31,466,466	**$34,862,431**								
1.20%	Subcontractor Default Insurance	387,343	**$418,349**								
	General Conditions	1,309,550	1,309,550								
	Testing and Inspection	By Owner	By Owner								
	TOTAL COST	33,163,359	**$36,590,330**								
	Estimating / Design Contingency	812,154	0								
1.75%	**Construction Contingency**	594,571	640,331								
	Permits/Expediter	By Owner	By Owner								
0.70%	**Gen. Liability Insurance**	241,991	260,615								
0.13%	**Builder's Risk Insurance**	43,863	47,239								
2.08%	**General Contractor's Fee**	725,004	780,801								
	SUB TOTAL	35,580,942	**$38,319,316**								
Y	**Perf. & Payt. Bonds**	224,160	239,525								
	Gross Receipts Tax	N/A	N/A								
	Preconstruction Costs	115,000	115,000								
	BID TOTAL-DRAFT	35,920,102	**$38,673,841**	**(Following items were removed from DAVIS Budget DDR1: 250k allowance for water feature, 180k allowance for 3rd party inspections, 48k for kitchen/dishwasher exaust duct, 50k for window washing davits/tiebacks)**							

4

Discussion of Upcoming Events

CITY OF COLLEGE PARK, MARYLAND
SPECIAL SESSION AGENDA ITEM

Agenda Item #20-G-98

Prepared By: Gabi Wurtzel, Event Planner

Meeting Date: May 19, 2020

Presented By: Gabi Wurtzel, Event Planner

Proposed Consent Agenda: No

Originating Department:	Administration / Communications
Issue Before Council:	Status of Upcoming Events including cancelation of this year's Fourth of July celebration
Strategic Plan Goal:	Goal 1: One College Park

Background/Justification:
Due to the COVID-19 pandemic, many City events have been canceled: Brunch with Bunny, Spring Egg Hunt, Memorial Day Tribute, 75th Anniversary Parade and Festival, and the new Lake Artemesia Concert Series (a mutual decision between Berwyn Heights and College Park).

Plans for the City's Night at the Movies events are currently on hold. There is an option to do a drive-in style movie if the Recreation Board, Mayor and Council, and City staff feel comfortable moving forward with that option.

The City continues to monitor the situation and will cancel or modify other upcoming events as necessary to protect the health and safety of participants and staff.

The City's annual Fourth of July Celebration held on-campus at the University of Maryland is scheduled for Saturday, July 4, 2020. This event is a partnership with UMD and M-NCPPC, and the City pays for the fireworks and some entertainment. University officials and City staff recommend canceling the event this year due to the ongoing COVID-19 pandemic and Governor Larry Hogan's executive order prohibiting gatherings over ten people. Many municipalities around the state have already canceled their planned Fourth of July events.

Current Status of Other Upcoming Events:

May 2020:
- 5/22 – Annual Volunteer Reception - **Canceled**
- 5/25 – Memorial Day Tribute – **Canceled** (staff and committee will recommend other ways to commemorate)

June 2020:
- 6/6 – City's 75th Anniversary Parade and Festival - **Canceled**
- Date TBD – Concert Series at Lake Artemesia - **Canceled**

July 2020:
- 7/4 – Independence Day Celebration - **Recommend to cancel**
- Date TBD – Night at the Movies
- Date TBD – Concert Series at Lake Artemesia - **Canceled**

August 2020:
- 8/4 – National Night Out - **TBD**
- Date TBD – Movie at the Museum

- Date TBD – Concert Series at Lake Artemesia - **Canceled**

September 2020: no events scheduled.

October 2020:
- 10/10 – College Park Day
- Date TBD – Halloween Thing

November 2020:
- Date and Status TBD – College Park Blues Festival
- 11/11 – Veterans Day Tribute

December 2020:
- 12/12 – Breakfast with Santa

Fiscal Impact:
About $35,000 is currently budgeted for the Fourth of July Celebration. The City has already provided a non-refundable deposit of $2,500 to the band. If a cancellation is made prior to July 4, 2020, the City will not be responsible to pay the remaining balance of $5,300 to the band. A non-refundable payment of $1,400 has already been made to Prince George's County Department of Parks and Recreation. A deposit of $9,050 was made for fireworks, however, it may be possible to roll that into next year's event under these circumstances.

Council Options:
1. Cancel this year's Fourth of July celebration.
2. Direct staff to move forward with this year's Fourth of July celebration.
3. Provide direction to staff.

Staff Recommendation:
Option 1.

Recommended Motion:
I move to cancel this year's Fourth of July celebration due to the ongoing COVID-19 pandemic and Governor Larry Hogan's executive order prohibiting gatherings over ten people.

Attachments:
None

5

Future Agenda Items

TO: Mayor, City Council, City Manager and Department Directors

FROM: Janeen S. Miller, City Clerk

DATE: May 13, 2020

RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me and represents the current schedule for items that will appear on future agendas.

TUESDAY, MAY 26, 2020 REGULAR MEETING

Presentation on the City's ClearGov financial transparency dashboard – Gary Fields, Director of Finance

FY '21 Budget Adoption

Introduction of an Ordinance considering elimination of the residential parking permit fees - Bob Ryan, Director of Public Services

Placeholder: Closed Session after the meeting

TUESDAY, JUNE 2, 2020 WORKSESSION

Proclamation: Wear Orange June 5 for Gun Violence Awareness Day

Detailed Site Plan for The Standard on Hartwick Road – Terry Schum, Director of Planning (30)

Review and discuss appointments to all City Boards and Committees (30)

Update on the Sustainability Plan – Bill Gardiner, Assistant City Manager and Robert Marsili, Director of Public Works and Janet McCaslin, Sustainability Coordinator (20)

2:00

TUESDAY, JUNE 9, 2020 REGULAR MEETING

11-20-19: (Consent) Update to the City Manager's contract

Appointments to all City Boards and Committees, effective July 1

Introduction of an ordinance to change the name of Planning, Community and Economic Development to Planning and Community Development – Scott Somers, City Manager

TUESDAY, JULY 7, 2020 WORKSESSION

10-22-19: Discussion with VeoRide representatives – Terry Schum, Director of Planning (30)

Detailed Site Plan 19042 for Branchville Gardens multi-family apartment building - Terry Schum, Director of Planning (30)

Discussion of Government Alliance on Race and Equity (GARE) policy and project – Bill Gardiner, Assistant City Manager and Kiaisha Barber, Director of Youth, Family and Senior Services (30)

Discussion of a policy/ordinance for City trails addressing eScooters and eBikes (20) – Terry Schum, Director of Planning

Discussion on the recommendation to form an ad hoc committee regarding the future of Amherst Avenue – Terry Schum, Director of Planning (15)

2:20

TUESDAY, JULY 14, 2020 REGULAR MEETING

03-20-19: Award of contract for construction for Hollywood Dog Park – Scott Somers, City Manager

Presentation on Accela land use CRM software – Bill Gardiner, Assistant City Manager

WEDNESDAY, AUGUST 5, 2020 WORKSESSION

TUESDAY, AUGUST 11 REGULAR MEETING

Quarterly Financial Presentation – Gary Fields, Director of Finance

ANNUAL ITEMS

January, early: Discussion of Homestead Tax Credit Rate (currently at 0%) (must certify by March 25 to change rate)

January, after an election: Review and adoption of Council Rules and Procedures

IFC/PHA Annual meeting with Council (when is best?)

March: Annual Review/Renewal of Insurance Contracts

March: Annual farmers market debrief (Council: is this still relevant?)

March: Annual Economic Development Report

April and September: Comments on the M-NCPPC budget

June Worksession: Review of applications for Boards and Committees

June Regular Meeting: Reappoint all Boards and Committees with an effective day of July 1

September 2020: Review of nuisance ordinance 19-O-13 adopted in September of 2019

October, first regular meeting: Proclamation for Indigenous Peoples' Day

Early Fall: Annual presentation from SHA on projects in the City (schedule prior to CTP discussion)

Fall: Annual police agency presentation

November, first regular meeting: Proclamation for Small Business Saturday

December: Approval of Annual Retreat agenda

MASTER LIST

2020 Quarterly Financial Presentations: ~~January 28, April 28, August 11~~, November 10

01-23-19: Information Report: Actions taken to mitigate the discharge of sump pump water runoff – Steve Halpern, City Engineer

08-14-18: Discussion of City-wide parking (45)

Discussion of security at City buildings and cyber security – Scott Somers, City Manager

07-09-19: Input from staff and the Airport Authority about the GAO study on helicopters in the City and helicopter noise in the region (15)

10-01-19: Discussion of signing on to the principles of the Maryland Advocates for Sustainable Transportation – request of Mayor Wojahn

10-15-19: Greater utilization of APC to review projects that are coming to Council

Discussion of additional roadway connectivity between City neighborhoods - AND – Find options to reduce traffic on our major roadways (include Complete Streets) (40) Terry Schum, Director of Planning; Steve Halpern, City Engineer; Robert Marsili, Director of Public Works

01-07-20: Award of contract for final design of Duvall Field – Terry Schum, Director of Planning

02-04-20: Follow up discussion on certain events held in the City (Veterans and Memorial Day events, MLK Tribute and Blues Festival)

Consideration of a Property Use Agreement and support for a liquor license transfer from Milkboy to “Crab and Turtle” – Bob Ryan, Director of Public Services (20)

01-29-20: Discussion of the decennial redistricting and of establishing a redistricting commission (standard census tabulation for voting districts will occur prior to general release and no later than April 1, 2021) – schedule for fall - DELAYED

04-03-20: Discussion about participation in the AARP Livable Communities program (Wojahn)

04-21-20: Follow-up discussion on a City Youth Advisory Committee – Kiaisha Barber, Director of Youth, Family and Senior Services

Review of proposal for a pilot program for a rebate to homeowners for installation of residential security camera systems - Bob Ryan, Director of Public Services (20)

05-05-20: Information Report on Edgewood Road Right-Of-Way at intersection with US 1 – Terry Schum and Steve Halpern

Discussion of request by Michelle Johnson, Executive Director, College Park Housing Authority, to lease land adjacent to Attick Towers (Parcel 92) free-of-charge to expand the existing parking lot (30) – Scott Somers, City Manager

Discussion of goals and purpose for City Events, and criteria for evaluating City Events (30)

Proposed Charter amendment to provide alternate means of proving residency besides voter registration to satisfy the one-year residency requirement to run for office (20) -