



**TUESDAY, APRIL 14, 2020**  
**CITY OF COLLEGE PARK**

**\*VIRTUAL MEETING\***  
**Meeting Link Will Be Posted On City Website And**  
**Emailed Via College Park Connected**

**7:30 P.M.**  
**MAYOR AND COUNCIL REGULAR MEETING**  
**AGENDA**

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**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.

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1. **MEDITATION**
2. **PLEDGE OF ALLEGIANCE:** Led by Councilmember Kabir
3. **ROLL CALL**
4. **ANNOUNCEMENTS/COMMENTS - MAYOR, COUNCIL, STUDENT LIAISON**
5. **CITY MANAGER'S REPORT**
6. **ACKNOWLEDGMENTS**
7. **PROCLAMATIONS AND AWARDS**
8. **AMENDMENTS TO AND APPROVAL OF THE AGENDA**
9. **PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to provide their name and address for the record, and are given three minutes to address the Council.
10. **PUBLIC HEARINGS:**
  - A. Ordinance 20-O-04, An Ordinance of the Mayor and Council of the City of College Park to Authorize the Purchase of a Parcel of Land for a Public Purpose and the Related Sale of a Parcel of Land as it is no longer needed for a City Public Purpose (Sellers property)
11. **PRESENTATION**
12. **CONSENT AGENDA** - Note: Consent Agenda items are routine items of business that are collectively presented for approval through a single motion. A Councilmember may request that an item be pulled from the Consent Agenda and placed under Action Items for separate discussion and action.

20-R-05	<p>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-01, 4715 Norwich Road, College Park, Maryland, Recommending Approval Of A Variance From The Prince George's County Zoning Ordinance Sec. 27-442(E) Table IV, Footnote 5, Which Specifies A Minimum Side Yard Setback Of 15-Feet In The R-55 Zone In Order To Enlarge A Dormer Window.</p> <p><b><i>(Appeal period ends April 11)</i></b></p>	<p>Motion By: To: Second: Aye: Nay: Other:</p>
20-R-06	<p>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CPV-2020-02, 5010 Erie Street, College Park, Maryland, Recommending Approval Of A Front Yard Setback Variance From The Prince George's County Zoning Ordinance Sec. 27-442(E) Table IV Which Specifies A Minimum Front Yard Setback Of 25-Feet In The R-55 Zone To Construct A Roof Over A Front Stoop</p> <p><b><i>(Appeal period ends April 11)</i></b></p>	
20-R-07	<p>Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application Number CEO-2020-01, 5003 Eutaw Place, College Park, Maryland, Recommending Approval Of Variances From The Prince George's County Zoning Ordinance, Section 27-420(A) And City Code §87-23 C To Permit The Construction Of A 6-Foot High Fence.</p> <p><b><i>(Appeal period ends April 11)</i></b></p>	
20-G-71	<p>Approval of Minutes: January 28, 2020 Regular Meeting, March 28, 2020 Budget Worksession</p>	
20-G-77	<p>Approve the recommendation from the College Park Ethics Commission for Independent Legal Counsel, and authorize the City to enter into a professional services contract, with Victoria M. Shearer of Eccleston and Wolf.</p>	

**13. ACTION ITEMS**

20-O-04	<p>Adoption of Ordinance 20-O-04, An Ordinance of the Mayor and Council of the City of College Park to Authorize the Purchase of a Parcel of Land for a Public Purpose and the Related Sale of a Parcel of Land as it is no longer needed for a City Public Purpose (Sellers property)</p>	<p>Motion By: To: Second: Aye: Nay: Other:</p>
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20-G-74	Approval, with conditions, of Detailed Site Plan 19037 for the Greystar/Knox Road development, and approval of a Declaration of Covenants	Motion By: Day To: Second: Aye: Nay: Other:
20-G-75	Approval of a letter to the County Council recommending a waiver of the County School Facilities Surcharge for the Greystar Knox Road student housing development	Motion By: Day To: Second: Aye: Nay: Other:
20-G-76	Approval of comments to the Maryland Department of Planning State Clearinghouse for Intergovernmental Review for University of Maryland, College Park proposal to demolish six apartment-style residence halls known as Old Leonardtown, located at 4608, 4610, 4624, 4642, 4644, and 4646 Norwich Road in College Park	Motion By: Rigg To: Second: Aye: Nay: Other:
20-G-62	Approval of a Contract Amendment (scope, design and price) subject to review by City Attorney for College Park Woods Clubhouse based on updated design and cost estimates – Robert Marsili, Director of Public Works	Motion By: To: Second: Aye: Nay: Other:
20-G-73	Consider approval of MOU with UMPD for live-monitoring of certain security cameras in the City – Bob Ryan, Director of Public Services	Motion By: To: Second: Aye: Nay: Other:
20-G-78	Appointment of members to the Student Liaison Selection Subcommittee	Motion By: To: Second: Aye: Nay: Other:

#### 14. GENERAL COMMENTS FROM THE AUDIENCE

#### 15. ADJOURN

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- This agenda is subject to change. For the most current information, please contact the City Clerk at 240-487-3501.
  - Public Comment is taken during Regular Business meetings on the second and fourth Tuesdays of the month in one of the following ways. All speakers are requested to complete a card with their name and address for the record.
    - To comment about a topic not on the meeting agenda: Speakers are given three minutes to address the Council during “Public Comment on Non-Agenda Items” at the beginning of each Regular Meeting.
    - To comment on an agenda item during a Regular Business meeting: When an agenda item comes up for consideration by the Council, the Mayor will invite public comment prior to Council deliberation. Speakers are given three minutes to address the Council on that agenda item.
  - In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk’s Office at 240-487-3501 and describe the assistance that is necessary.

# Public Hearing

20-O-04

Authorizing the Purchase of a  
Parcel of Land for a Public  
Purpose and the Related  
Sale of a Parcel of Land as it  
is no longer needed for a  
City Public Purpose



**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING**

**Prepared By:** Suellen M. Ferguson  
City Attorney

**Meeting Date:** April 14, 2020

**Presented By:** Scott Somers, City Manager  
Suellen M. Ferguson, City Attorney

**Agenda Item:** 20-O-04

**Originating Department:** Administration

**Issue Before Council:** Adoption of Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns ("City Property") adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers ("Sellers Property") to the City, referenced as part of Lot 10.

**Strategic Plan Goal:** Goal 4: Quality Infrastructure

**Background:**

In 1996, the City negotiated an agreement to transfer the City Property to Willie Lee and Mary Emma Sellers adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of the Sellers Property to the City. This exchange of properties was not completed. Ordinance 20-O-04 formally authorizes the exchange of properties by quit claim deed. Additional work may be required in order to convey the properties, as the part of Lot 10 to be acquired by the City has not been previously subdivided. However, the subdivision should be achievable without formal action because Lot 10 is adjacent to a City right of way. In any event, Mrs. Sellers will be requested to sign a contract of sale and any other required documents, subject to approval of the City Attorney, needed to complete the conveyance. The City Property is no longer needed for a public purpose, and the Sellers Property will add to an existing City park.

**Fiscal Impact:**

The transaction is a like-kind exchange and will have no fiscal impact.

**Council Options:**

- 1) Adopt Ordinance 20-O-04.
- 2) Amend and adopt Ordinance 20-O-04
- 3) Decline to adopt Ordinance 20-O-04

**Staff Recommendation:**

Option #1

**Recommended Motion:**

*I move to adopt Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers to the City, referenced as part of Lot 10, and any additional documents necessary to effectuate the transfers, as approved by the City Attorney.*

**Attachments:**

Proposed Ordinance 20-O-04  
Exhibits A and B



**NOTICE OF PUBLIC HEARING  
ORDINANCE 20-O-04**

**April 14, 2020  
7:30 P.M.**

**Davis Hall  
9217 51<sup>st</sup> Avenue  
College Park, MD 20740**

The Mayor and Council of the City of College Park will hold a Public Hearing on Ordinance 20-O-04, an Ordinance to authorize the purchase of a parcel of land for a public purpose and the related sale of a parcel of land as it is no longer needed for a city public purpose.

This ordinance will authorize the City to exchange 1,800 square feet of property which it owns and which is adjacent to 5004 Navahoe Street, College Park, Maryland, 20740 to the owners of 5004 Navahoe Street. In exchange, the property owner will transfer 233 square feet of property to the City, which the City will use to expand the James Adams Park. This is considered a like-kind exchange.

Copies of this Ordinance may be obtained from the City Clerk's Office, 8400 Baltimore Avenue, Suite 375, College Park, MD 20740, by calling 240-487-3501, or from the City's website: [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

Public Hearings are held at Davis Hall, 9217 51<sup>st</sup> Avenue, College Park, MD 20740. All interested parties will have the opportunity to be heard.

If you are unable to appear in person, you may submit written comment prior to the Public Hearing. In order to be received by the Council as part of the record, the comment must include the specific topic to which it relates and the full name and address of the person submitting the comment. Written comment should be submitted no later than 5:00 p.m. on the day of the hearing to [cpmc@collegeparkmd.gov](mailto:cpmc@collegeparkmd.gov).

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 OF COLLEGE PARK

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## OFFICE OF THE CITY CLERK

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK, MD 20740 | 240.487.3501 | COLLEGEPAKMD.GOV

Notice of Public Hearing for Ordinance 20-O-04, introduced on March 10, 2020

- Posted to City Bulletin Board on March 11, 2020
- Posted to City Website on March 11, 2020 – Updated virtual meeting location April 10, 2020
- Posted on Cable Television Channel on March 11, 2020
- Sent to Constant Contact LISTSERV on March 11, 2020 – Updated virtual meeting location April 10, 2020
- Advertised in the Municipal Scene on April 2020

ATTEST:

*Janeen S. Miller*

Janeen S. Miller, City Clerk

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING**



**Prepared By:** Suellen M. Ferguson  
City Attorney

**Meeting Date:** April 14, 2020

**Presented By:** Scott Somers, City Manager  
Suellen M. Ferguson, City Attorney

**Agenda Item:** 20-O-04

**Originating Department:** Administration

**Issue Before Council:** Adoption of Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns ("City Property") adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers ("Sellers Property") to the City, referenced as part of Lot 10.

**Strategic Plan Goal:** Goal 4: Quality Infrastructure

**Background:**

In 1996, the City negotiated an agreement to transfer the City Property to Willie Lee and Mary Emma Sellers adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of the Sellers Property to the City. This exchange of properties was not completed. Ordinance 20-O-04 formally authorizes the exchange of properties by quit claim deed. Additional work may be required in order to convey the properties, as the part of Lot 10 to be acquired by the City has not been previously subdivided. However, the subdivision should be achievable without formal action because Lot 10 is adjacent to a City right of way. In any event, Mrs. Sellers will be requested to sign a contract of sale and any other required documents, subject to approval of the City Attorney, needed to complete the conveyance. The City Property is no longer needed for a public purpose, and the Sellers Property will add to an existing City park.

**Fiscal Impact:**

The transaction is a like-kind exchange and will have no fiscal impact.

**Council Options:**

- 1) Adopt Ordinance 20-O-04.
- 2) Amend and adopt Ordinance 20-O-04
- 3) Decline to adopt Ordinance 20-O-04

**Staff Recommendation:**

Option #1

**Recommended Motion:**

*I move to adopt Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers to the City, referenced as part of Lot 10, and any additional documents necessary to effectuate the transfers, as approved by the City Attorney.*

**Attachments:**

Proposed Ordinance 20-O-04  
Exhibits A and B

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK TO**  
**AUTHORIZE THE PURCHASE OF A PARCEL OF LAND FOR A PUBLIC PURPOSE**  
**AND THE RELATED SALE OF A PARCEL OF LAND AS IT IS NO LONGER NEEDED**  
**FOR A CITY PUBLIC PURPOSE**

**WHEREAS**, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

**WHEREAS**, pursuant to §5-203 of the Local Government Article, Annotated Code of Maryland, the City pursuant to State law is authorized to sell and convey, with twenty (20) days prior public notice, real property that is no longer required for the City’s public purpose; and

**WHEREAS**, §C1-3 of the Charter of the City of College Park implements and authorizes the Mayor and City Council to exercise the authority granted under State law; and

**WHEREAS**, in 1996, the City negotiated an agreement to transfer to Willie Lee and Mary Emma Sellers (“Sellers”) 1,800 square feet (0.0606 of an acre of land) of property which it owns (“City Property”) adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Sellers, as husband and wife, (“Sellers Property”) to the City, referenced herein as part of Lot 10; and

CAPS  
 [Brackets]  
 Asterisks \* \* \*

: Indicate matter added to existing law.  
 : Indicate matter deleted from law.  
 : Indicate matter remaining unchanged in existing law but not set forth in Ordinance

**WHEREAS**, the City seeks to acquire the part of Lot 10 owned by the Sellers for the public purpose of enlarging James Adams Park; and

**WHEREAS**, the Mayor and City Council have determined that ownership of the 1800 square feet proposed to be transferred to the Sellers as part of this exchange no longer serves a City public purpose; and

**WHEREAS**, the Mayor and City Council desire to use the authority granted to the City under State Law and the City Charter to exchange the 1,800 square feet of property which it owns adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland, 20740, in exchange for the transfer of 233 square feet of property owned by the Sellers, as husband and wife, to the City, referenced herein as part of Lot 10, and all rights appertaining thereto; and

**WHEREAS**, Willie E. Sellars is now deceased, and Mary Emma Sellers is the sole owner of the Property.

**Section 1.** **NOW THEREFORE BE IT ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that the conveyance and sale, and acquisition of, by quit claim deed, the properties described as follows, as a like kind exchange, and for other valuable consideration, and a contract of sale and deeds to effect these transactions, be and it is hereby authorized for the public purpose of enlarging the boundaries of James Adams Park. The 1800 square feet of City Property adjacent to 5004 Navahoe Street no longer serves a public purpose for the City. The properties are further described as:

(i) For conveyance by the City, the 1800 square feet of City Property to be exchanged is more particularly described in attached Exhibit A, which is incorporated herein by reference, and is that same property conveyed to Willie E. Sellers and Mary Emma

Sellers by deed recorded at Liber 4921, folio 210, and recorded among the Land Records of Prince George's County, Maryland.

(ii) For acquisition by the City, the 233 square feet of Sellers Property to be exchanged is more particularly described in attached Exhibit B, which is incorporated herein by reference.

**Section 2.** **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that authorization to transfer by quit claim deed the 1800 square feet of City property to the Sellers is contingent upon the transfer of the 233 square feet of the Sellars Property by quit claim deed to the City within thirty days of request by the City.

**Section 3.** **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for 7:30 P.M. on the April 14, 2020, shall follow the publication by at least twenty (20) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on \_\_\_\_\_, 2020

provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a Regular Meeting on the 10<sup>th</sup> day of March, 2020.

**ADOPTED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Patrick L. Wojahn, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney



# Charles P. Johnson & Associates, Inc.

Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors

1751 Elton Rd., Suite 300 • Silver Spring, MD 20903 • 301-434-7000 • Fax: 301-434-9394 • www.cpja.com

September 19, 2018

Tax ID No. 21-2394682

DESCRIPTION OF  
0.0606 OF AN ACRE OF LAND  
BEING PART OF LOT 9, BLOCK 16  
**LAKELAND**  
BERWYN (21<sup>ST</sup>) ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND

**Being** a piece or parcel of land, hereinafter described, lying at the intersection of the Northerly Right-of-Way line of Navahoe Street (platted Augusta Avenue, 50' wide right-of-way), as shown on a Plat of Subdivision entitled "Lakeland" and recorded among the Land Records of Prince George's County, Maryland in Plat Book A on Page 51, and the Easterly Right-of-Way line of Rhode Island Avenue (variable width right-of-way), situate in the City of College Park, and being the property acquired by the City of College Park by virtue of a Deed from Willie Lee Sellers and Mary Emma Sellers, dated April 25, 1978 and recorded among the aforesaid Land Records in Liber 4921 at Folio 110, said property also being part of Lot 9, Block 16 as shown on the aforesaid Plat of Subdivision, and being more particularly described in the Maryland Coordinate System NAD83 (2011) datum as follows

**Beginning** for the said piece or parcel of land at a point on the aforesaid Northerly Right-of-Way line of Navahoe Street, said point being South 65°17'20" West, 3.60 feet, as now surveyed, from a rebar & cap found at the Southerly end of the Common or 200' line between the aforesaid Lot 9, Block 16 and Lot 10, Block 16 as shown on the aforesaid Plat of Subdivision, thence running with and binding on the aforesaid Northerly Right-of-Way line of Navahoe Street, and also running with and binding on the First line as described in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,

1. South 65°17'20" West, 70.00 feet to a point on the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, said point also being on the Easterly Right-of-Way line of the Former Columbia and Maryland Railway as shown on Plats recorded among the aforesaid Land Records in Liber JWB 42 at Folios 40-42, thence leaving the aforesaid Northerly Right-of-Way line of Navahoe Street, and running with and binding on the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, and also running with and binding on the aforesaid Easterly Right-of-Way line of the Former Columbia and Maryland Railway, and further running with and binding on the Second line as described

in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,

2. North 18°09'46" East, 102.88 feet to a point, thence leaving the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, and also leaving the aforesaid Easterly Right-of-Way line of the Former Columbia and Maryland Railway, and running in, through, over and across the aforesaid Lot 9, Block 16, and also running with and binding on the Third line as described in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,
3. South 24°42'40" East, 75.40 feet to the point of beginning, containing 2,639 square feet or 0.0606 of an acre of land.

This description, and the Survey on which it is based, were prepared under my responsible charge and are in compliance with COMAR Reg. 09.13.06.12.

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

9/20/18



A handwritten signature in blue ink, appearing to read "Steven W. Jones", written over a horizontal line.

Steven W. Jones  
Professional Land Surveyor  
MD Lic. # 21072 Exp. 02/08/2019

SKETCH OF  
 0.0606 OF AN ACRE OF LAND  
 BEING PART OF LOT 9, BLOCK 16  
 LAKELAND  
 BERWYN (21st) ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND

SCALE: 1"=40'



**BERWYN HOUSE ROAD**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

**RHODE ISLAND AVENUE**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

**NAVAHOE STREET**  
 (PLATTED AUGUSTA AVENUE)  
 (50' WIDE RIGHT-OF-WAY)

REBAR FOUND  
 P/O  
 LOT 10

RB&C  
 (LEA)

COMMON OF 200' LINE  
 LOTS 9 & 10, BLOCK 16  
 P.B.A P. 51

EASTERLY RIGHT-OF-WAY LINE  
 OF FORMER COLUMBIA AND  
 MARYLAND RAILWAY  
 L. JWB 42 F. 40-42

LAKELAND  
 P.B.A P. 51

LOT 11

P/O  
 LOT 9

RB&C  
 (121)

REBAR FOUND

P/O  
**LOT 9**  
 AREA: 2,639 s.f.  
 or 0.0606 Ac.

POINT OF BEGINNING  
 LEGAL DESCRIPTION

102.88'  
 S24°42'40"E  
 75.40'  
 N18°09'46"E  
 S65°17'20"W  
 70.00'

RB&C  
 TIE=  
 3.60'

NORTHING: 481764.6932  
 EASTING: 1332732.0627

GRAPHIC SCALE



SCALE: 1" = 40'

*Steven W. Jones*

STEVEN W. JONES  
 PROFESSIONAL LAND SURVEYOR  
 MD LIC. # 21072 Exp. 02/08/2019



**CPJ** Charles P. Johnson & Associates, Inc.  
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors  
 Associates 1751 Elton Rd., Ste. 300 Silver Spring, MD 20903 301-434-7000 Fax: 301-434-9394  
 www.cpja.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • College Park, MD • Frederick, MD • Fairfax, VA

September 19, 2018

Tax ID No. 21-2394674

DESCRIPTION OF  
0.0054 OF AN ACRE OF LAND  
BEING PART OF LOT 10, BLOCK 16  
**LAKELAND**  
BERWYN (21<sup>ST</sup>) ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND

**Being** a piece or parcel of land, hereinafter described, lying on the Northerly side of Berwyn House Road (variable width right-of-way) and the Westerly Right-of-Way line of the Former Columbia and Maryland Railway as shown on Plats recorded among the Land Records of Prince George's County, Maryland in Liber JWB 42 at Folios 40-42, situate in the City of College Park, and being the property acquired by Willie Lee Sellers and Mary Emma Sellers by virtue of a Deed from W. Carroll Beatty, et al, dated May 18, 1962 and recorded among the aforesaid Land Records in Liber 2684 at Folio 451, said property also being part of Lot 10, Block 16 as shown on a Plat of Subdivision entitled "Lakeland" and recorded among the aforesaid Land Records in Plat Book A on Page 51, and being more particularly described in the Maryland Coordinate System NAD83 (2011) datum as follows

**Beginning** for the said piece or parcel of land at a rebar and cap (stamped LEA) found on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, said point being on the Common or 200' line between the aforesaid Lot 10, Block 16 and Lot 9, Block 16 as shown on the aforesaid Plat of Subdivision, distant 22.50 feet southerly from the Northerly end thereof, thence leaving the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, and running with and binding on the aforesaid Common line between Lot 9, Block 16 and Lot 10, Block 16 the following course and distance, as now surveyed,

1. North 24°39'46" West, 22.50 feet to a point, thence leaving the aforesaid Common line between Lot 9, Block 16 and Lot 10, Block 16, and continuing with the outline of the aforesaid Lot 10, Block 16 the following course and distance, as now surveyed,
2. North 65°20'14" East, 20.89 feet to a rebar found on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, thence leaving the aforesaid outline of Lot 10, Block 16, and running with and binding on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, and also running in, through,

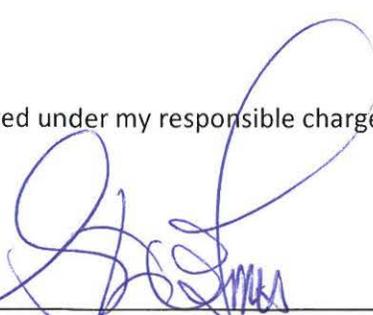
over and across the aforesaid Lot 10, Block 16, the following course and distance, as  
now surveyed,

3. South 18°12'40" West, 30.70 feet to the point of beginning, containing 235 square feet or  
0.0054 of an acre of land.

This description, and the Survey on which it is based, were prepared under my responsible charge  
and are in compliance with COMAR Reg. 09.13.06.12.

Date: 9/20/18



  
Steven W. Jones  
Professional Land Surveyor  
MD Lic. # 21072 Exp. 02/08/2019

SKETCH OF  
 0.0054 OF AN ACRE OF LAND  
 BEING PART OF LOT 10, BLOCK 16  
 LAKELAND  
 BERWYN (21st) ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND

SCALE: 1"=40'



16

**BERWYN HOUSE ROAD**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

IR&C  
 (LS 2134)

N65°20'14"E  
 20.89'  
 N24°39'46"W  
 22.50'

REBAR  
 FOUND  
 (HELD)

RB&C  
 (LEA)  
 (HELD)

P/O  
**LOT 10**  
 AREA: 235 s.f.  
 or 0.0054 Ac.

POINT OF BEGINNING  
 LEGAL DESCRIPTION

NORTHING: 481926.5271  
 EASTING: 1332662.2088

WESTERLY RIGHT-OF-WAY LINE  
 OF FORMER COLUMBIA AND  
 MARYLAND RAILWAY  
 L. JWB 42 F. 40-42

COMMON OF 200' LINE  
 LOTS 9 & 10, BLOCK 16  
 LAKELAND  
 P.B.A. P. 51

RB&C  
 (121)

REBAR  
 FOUND

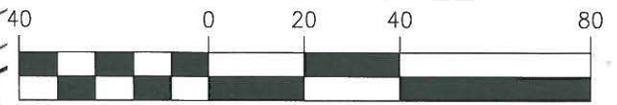
**RHODE ISLAND AVENUE**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

P/O  
 LOT 9

LAKELAND  
 P.B.A. P. 51

**NAVAHOE STREET**  
 (PLATTED AUGUSTA AVENUE)  
 (50' WIDE RIGHT-OF-WAY)

GRAPHIC SCALE



SCALE: 1" = 40'

*Handwritten signature of Steven W. Jones*

STEVEN W. JONES  
 PROFESSIONAL LAND SURVEYOR  
 MD LIC. # 21072 Exp. 02/08/2019



**CPJ Associates** Charles P. Johnson & Associates, Inc.  
 Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors  
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 www.cpj.com • Silver Spring, MD • Gaithersburg, MD • Annapolis, MD • College Park, MD • Frederick, MD • Fairfax, VA

**20-R-05**

**4715 Norwich Road**



**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL AGENDA ITEM**

**AGENDA ITEM 20-R-5**

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** April 14, 2020

**Presented By:** Terry Schum, Planning Director

**Consent Agenda:** Yes

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Adoption of a resolution to approve the College Park Advisory Planning Commission's (APC) recommendation for CPV-2020-01, 4715 Norwich Road

**Strategic Plan Goal:** Goal #3: High Quality Development and Reinvestment

**Background/Justification:**

On March 5, 2020, the APC held a public hearing on a request for a 9-foot variance from the minimum side yard setback of 15 feet to extend a second-floor dormer along the front of 4715 Norwich Road. The APC recommended approval of the variance.

The Appeal period expires April 11, 2020.

**Fiscal Impact:**

None

**Council Options:**

1. Adoption of 20-R-05
2. Request oral argument in writing prior to April 11, 2020.

**Staff Recommendation:**

N/A

**Recommended Motion:**

*I move that 20-R-05 be adopted.*

**Attachment:** 20-R-05

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK  
ADOPTING THE RECOMMENDATION OF THE ADVISORY PLANNING  
COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2020-01, 4715  
NORWICH ROAD, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF  
A VARIANCE FROM THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE SEC.  
27-442(e) TABLE IV, FOOTNOTE 5, WHICH SPECIFIES A MINIMUM SIDE YARD  
SETBACK OF 15-FEET IN THE R-55 ZONE IN ORDER TO ENLARGE A DORMER  
WINDOW.**

- WHEREAS,** the City of College Park ("City") has, pursuant to §190-1 *et seq.* of the Code of the City of College Park ("City Code"), and in accordance with Sec. 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot coverage, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by § 190-1 *et seq.* to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission ("APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements including variances from Sec. 27-442(e) Table IV, of the Zoning Ordinance, and to make recommendations to the City Council in connection therewith; and
- WHEREAS,** Sec. 27-442 (e) Table IV, footnote 5, of the Zoning Ordinance specifies a minimum side yard setback of 15-feet in the R-55 zone; and
- WHEREAS,** on February 12, 2020, Isabel and. Thomas Ahman ("Applicants"), agents for Clarke Simpson, Managing Partner for 4715 Norwich Road, LLC submitted an application for a 9-foot side yard setback variance to enlarge a front dormer at 4715 Norwich Road, College Park, Maryland ("Property"); and
- WHEREAS,** on March 5, 2020, the APC conducted a hearing on the merits of the variance, at which time the APC heard testimony and accepted evidence, including the staff report, exhibits, and the staff presentation with respect to whether the subject application meets the standards for granting a variance set forth in §190-4 of the City Code.

**WHEREAS,** based upon the evidence and testimony presented, the APC voted 6-0-0 to recommend the approval of the variance; and

**WHEREAS,** the Mayor and Council are authorized by §190-6 of the City Code to accept, deny or modify the recommendation of the APC or return the variance application to the Commission to take further testimony or reconsider its recommendation with respect to variance requests; and

**WHEREAS,** the Mayor and Council have reviewed the recommendation of the APC as to the application for a variance and in particular have reviewed the APC's findings of fact and conclusions of law; and

**WHEREAS,** no exceptions have been filed.

**NOW THEREFORE,** the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC with regard to CPV-2020-01 to approve a nine foot side yard setback variance:

**Section 1 Findings of Fact**

- 1.1 The property has an area of 6,937.50 square feet and is improved with a 1.5-story frame house and detached garage.
- 1.2 The property is rectangular in shape; 75 feet wide by 92.5 feet long.
- 1.3 The subject house was constructed in 1938.
- 1.4 The house is set back two feet from the side property line fronting Dartmouth Avenue at its closest point. The second-floor dormer expansion will result in the side with the dormers being only six feet from the side property line. The footprint of the house will remain unchanged.
- 1.5 The neighborhood is in the Old Town College Park Historic District.
- 1.6 The property and immediate neighborhood are predominately zoned R-55. The property at the northeast corner of Norwich Road is zoned MUI, DDOZ.
- 1.7 Second floor dormers are common in the neighborhood.
- 1.8 The surrounding residential neighborhood consists of one- and two-story dwellings.
- 1.9 The property located on the southeast corner of Norwich Road and Dartmouth Avenue is two stories in height and is similarly located on the lot with a very narrow side yard.
- 1.10 Even though the existing house does not meet the side yard setback, new construction is required to meet current zoning ordinance setbacks and the existing house does not have to be validated.
- 1.11 A side yard setback variance to construct the second story was granted in 2003.

**Section 2      Conclusions of Law**

- 2.1      There is an extraordinary condition associated with the property in that the house was constructed in 1938 unusually close to Dartmouth Avenue and does not meet current side yard setback regulations. Even though no change in the footprint of the house is proposed, reconstruction of the second floor dormer is not grandfathered.
- 2.2.     The strict application of the Zoning Ordinance will result in peculiar and unusual practical difficulties to the Applicants by preventing the reasonable expansion of second story space. This expansion would be permitted if the original house had been constructed in a way that met current side yard setback requirements.
- 2.3      Granting the variance will not substantially impair the intent, purpose or integrity of any applicable County General Plan or County Master Plan because neighboring houses also have reduced setbacks and second-story dormers.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of College Park to approve CPV-2020-01 for a 9-foot side yard setback variance.

**ADOPTED**, by the Mayor and Council of the City of College Park at a regular meeting on the 14<sup>th</sup> day of April, 2020.

CITY OF COLLEGE PARK

\_\_\_\_\_  
Janeen S. Miller, CMC  
City Clerk

\_\_\_\_\_  
Patrick L. Wojahn, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Suellen M. Ferguson  
City Attorney

**20-R-06**  
**5010 Erie Street**



**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL AGENDA ITEM**

**AGENDA ITEM 20-R-06**

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** April 11, 2020

**Presented By:** Terry Schum

**Consent Agenda:** Yes

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Adoption of a resolution to approve the College Park Advisory Planning Commission's (APC) recommendation for CPV-2020-02, 4715 5010 Erie Street

**Strategic Plan Goal:** Goal #3: High Quality Development and Reinvestment

**Background/Justification:**

On March 5, 2020, the APC held a public hearing on a request for a variance of 5 feet from the minimum front yard setback of 25 feet to construct a roof over an existing stoop at 5010 Erie Street. The APC recommended approval of the variance.

The Appeal period expires April 11, 2020.

**Fiscal Impact:**

None

**Council Options:**

1. Adoption of 20-R-06
2. Request oral argument prior to April 11, 2020.

**Staff Recommendation:**

N/A

**Recommended Motion:**

*I move that 20-R-06 be adopted.*

**Attachment:** 20-R-06

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK ADOPTING THE RECOMMENDATION OF THE ADVISORY PLANNING COMMISSION REGARDING VARIANCE APPLICATION NUMBER CPV-2020-02, 5010 ERIE STREET, COLLEGE PARK, MARYLAND, RECOMMENDING APPROVAL OF A FRONT YARD SETBACK VARIANCE FROM THE PRINCE GEORGE'S COUNTY ZONING ORDINANCE SEC. 27-442(E) TABLE IV WHICH SPECIFIES A MINIMUM FRONT YARD SETBACK OF 25-FEET IN THE R-55 ZONE TO CONSTRUCT A ROOF OVER A FRONT STOOP.**

- WHEREAS,** the City of College Park ("City") has, pursuant to §190-1 *et seq.* of the Code of the City of College Park ("City Code"), and in accordance with Sec. 27-924 of the Prince George's County Zoning Ordinance (hereinafter, "Zoning Ordinance"), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot coverage, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and
- WHEREAS,** the City is authorized by § 190-1 *et seq.* to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and
- WHEREAS,** the Advisory Planning Commission ("APC") is authorized by §190-3 of the City Code to hear requests for variances from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements including variances from Sec. 27-442(e) Table IV, of the Zoning Ordinance, and to make recommendations to the City Council in connection therewith; and
- WHEREAS,** Sec. 27-442 (e) Table IV, of the Zoning Ordinance specifies a minimum side yard setback of 25-feet in the R-55 zone; and
- WHEREAS,** on February 19, 2020, Iben Eno ("Applicant"), submitted an application for a 5-foot front yard setback variance in order to construct a roof over an existing stoop (5' x7') at 5010 Erie Street, College Park, Maryland ("Property"); and
- WHEREAS,** on March 5, 2020, the APC conducted a hearing on the merits of the variance, at which time the APC heard testimony and accepted evidence, including the staff report, exhibits, and the staff presentation with respect to whether the subject application meets the standards for granting a variance set forth in §190-4 of the City Code.

**WHEREAS,** based upon the evidence and testimony presented, the APC voted 5-1-0 to recommend the approval of the variance; and

**WHEREAS,** the Mayor and Council are authorized by §190-6 of the City Code to accept, deny or modify the recommendation of the APC or return the variance application to the Commission to take further testimony or reconsider its recommendation with respect to variance requests; and

**WHEREAS,** the Mayor and Council have reviewed the recommendation of the APC as to the application for a variance and in particular have reviewed the APC's findings of fact and conclusions of law; and

**WHEREAS,** no exceptions have been filed.

**NOW THEREFORE,** the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC with regard to CPV-2020-02 for a five foot front yard setback variance:

**Section 1 Findings of Fact**

- 1.1 The property has an area of 4,961 square feet and is improved with a 2-story, frame house.
- 1.2 The property has an odd 5-sided shape, averaging a depth of 70-feet and a width of 70-feet.
- 1.3 The subject house was constructed in 1989.
- 1.4 The house is set back 25 feet from the front property line with a 5' x 7' front stoop that is not covered.
- 1.5 The property and immediate neighborhood are zoned R-55.
- 1.6 Six of the neighboring 8 properties have covered front porches.
- 1.7 Inclement weather can cause the steps on an uncovered stoop to become wet or icy causing them to be difficult to maneuver.

**Section 2 Conclusions of Law**

- 2.1 The property has an unusual or exceptional shape in that the rear lot line is on a diagonal angle to the front and side lot lines. This required the house as originally constructed to be placed more to one side of the lot in order to meet rear setback requirements. The result was that although this lot is not overly small, its odd shape placed the front of the house on the front setback line which limits the ability to construct a roof over the stoop.
- 2.2 The strict application of the County Zoning Ordinance results in peculiar and unusual practical difficulties for the Applicant by preventing the construction of a roof over an existing stoop because of how the house was originally sited. This practical difficulty also creates a hazard for the Applicants during inclement weather when the front steps might become wet or icy.

- 2.3 Granting the 5-foot front yard setback variance does not substantially impair the intent, purpose and integrity of any applicable plans because the front stoop is not being expanded and a front stoop with a roof will blend in with the surrounding neighborhood. Covered stoops are common in the neighborhood.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of College Park to approve CPV-2020-02 for a 5-foot front yard setback variance to allow a roof over the front stoop.

**ADOPTED**, by the Mayor and Council of the City of College Park at a regular meeting on the 14<sup>th</sup> day of April, 2020.

CITY OF COLLEGE PARK

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Janeen S. Miller, CMC  
City Clerk

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Patrick L. Wojahn, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Suellen M. Ferguson  
City Attorney

**20-R-07**  
**5003 Eutaw Street**

CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL AGENDA ITEM



AGENDA ITEM 20-R-7

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** April 11, 2020

**Presented By:** Terry Schum

**Consent Agenda:** Yes

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Adoption of a resolution to approve the College Park Advisory Planning Commission's (APC) recommendation for CEO-2020-01, 5003 Eutaw Place

**Strategic Plan Goal:** Goal #3: High Quality Development and Reinvestment

**Background/Justification:**

On March 5, 2020, the APC held a public hearing on a request for a 2-foot height variance from the College Park City Code §87-23-C and a 2-foot height variance from the Prince George's County Zoning Ordinance to erect a 6-foot high, wood, board-on-board fence at 5003 Eutaw Street. The APC recommended approval of the variance.

The Appeal period expires April 11, 2020.

**Fiscal Impact:** None

**Council Options:**

1. Adoption of 20-R-07
2. Request oral argument prior to April 11, 2020.

**Staff Recommendation:**

N/A

**Recommended Motion:**

*I move that 20-R-07 be adopted.*

**Attachment:** 20-R-07

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK  
ADOPTING THE RECOMMENDATION OF THE ADVISORY PLANNING  
COMMISSION REGARDING VARIANCE APPLICATION NUMBER CEO-2020-01,  
5003 EUTAW PLACE, COLLEGE PARK, MARYLAND, RECOMMENDING  
APPROVAL OF VARIANCES FROM THE PRINCE GEORGE'S COUNTY ZONING  
ORDINANCE, SECTION 27-420(A) AND CITY CODE §87-23 C TO PERMIT THE  
CONSTRUCTION OF A 6-FOOT HIGH FENCE.**

**WHEREAS,** the City, in accordance with §25-303 of the Land Use Article, Annotated Code of Maryland, has adopted §87-23, “Fences”, of the City Code, and established certain restrictions on the construction and reconstruction of fences on residential properties, including a height restriction on front yard fences; and

**WHEREAS,** pursuant to §15-19 of the Code of the City of College Park (“City Code”), the Advisory Planning Commission (“APC”) is authorized to hear appeals of the provisions of Chapter 87, Building Construction, of the City Code; and

**WHEREAS,** the City is authorized by §87-23 J to grant a variance where by reason of an extraordinary situation or condition, the strict application of the Fence Ordinance would result in peculiar and unusual practical difficulty to or an exceptional or undue hardship upon the owner of the property; and a variance can be granted without substantial impairment of the intent, purpose and integrity of the Fence Ordinance; and where, if applicable, the variance is consistent with the Design Guidelines adopted for the locally designated Historic District, and the fence for which a variance is requested incorporates openness as much as is practicable, provided that the fence shall not be constructed of chain link unless the material is consistent with the surrounding neighborhood; and

**WHEREAS,** the City has, pursuant to §190-1 et seq. of the City Code , and in accordance with Section 27-924 of the Prince George’s County Zoning Ordinance (“Zoning Ordinance”), enacted procedural regulations governing any or all of the following: departures from design and landscaping standards, parking and loading standards, sign design standards, and variances for lot size, setback, and similar requirements for land within the corporate boundaries of the City, alternative compliance from landscaping requirements, certification, revocation, and revision of nonconforming uses, and minor changes to approved special exceptions; and

**WHEREAS,** the APC authorized by §190-3 of the City Code to hear requests for variance from the terms of the Zoning Ordinance with respect to lot size, setback, and similar requirements, and to make recommendations to the Mayor and City Council in connection therewith; and

**WHEREAS,** the Prince George’s County Code, Section 27-420(a), restricts fences in the front or side yard to four feet for corner lots of one acre or less; and

**WHEREAS,** the City is authorized by the Zoning Ordinance to grant an application for a variance where, by reason of exceptional narrowness, shallowness, shape, topography, or other extraordinary situation or condition of the specific parcel of property, the strict application of the Zoning Ordinance would result in peculiar and unusual practical difficulties or an exceptional or undue hardship upon the owner of the property, and a variance can be granted without substantial impairment of the intent, purpose and integrity of the General Plan or Master Plan; and

**WHEREAS,** on February 21, 2020, Errol and Mercile Ashond (“Applicants”), submitted an application for a 3-foot front yard and 4-foot rear yard fence height variance from provision §87-23 C of the City Code and a 2-foot front yard fence height variance from the Prince George’s County Zoning Ordinance, Section 27-420 (a), for the property located at 5003 Eutaw Place, College Park, Maryland (“Property”); and

**WHEREAS,** on March 5, 2020, the APC conducted a hearing on the merits of the variance at which time the APC heard testimony and accepted evidence, including the staff report, exhibits, and the staff presentation with respect to whether the subject application meets the standards for granting an appeal set forth in §87-23 J and §190-4 of the City Code.

**WHEREAS,** based upon the evidence and testimony presented, the APC voted 6-0-0 to recommend that the variance be approved; and

**WHEREAS,** the Mayor and Council have reviewed the recommendation of the APC as to the application for a variance and in particular have reviewed the APC’s findings of fact and conclusions of law; and

**WHEREAS,** no exceptions have been filed.

**NOW THEREFORE,** the Mayor and Council are in agreement with and hereby adopt the findings of fact and conclusions of law of the APC with regard to CEO-2020-01 for a 2 and 3 foot fence height variance, as applicable.

**Section 1 Findings of Fact**

- 1.1 The property is a triangular-shaped corner lot.
- 1.2 The property contains 5,036 square feet and is improved with a 1-story, single-family frame house with a shed (8’ x 12’). The house faces and has access from Eutaw Place.
- 1.3 Previously, a 4-foot high chain-link fence existed where a 6-foot high board-on-board fence has been installed without a permit.

- 1.4 A 4-foot high chain-link fence remains along the eastern side yard, a part of which encroaches in the front yard. There are other similar side yard chain-link fences in the surrounding area.
- 1.5 This section of Indian Lane has extreme slope (15% to greater than 25%) between the road and the rear yard of the properties. Neighboring properties along Indian Lane have installed 6-foot high stockade fences to reduce the risk of falls from the slope into the street.
- 1.6 No houses front this section of Indian Lane.
- 1.7 Prince George’s County Zoning Ordinance, Section 27-421 states “on a corner lot, no visual obstruction more than three (3) feet high (above the curb level) shall be located within the triangle formed by the intersection of the street lines and points on the street lines twenty-five (25) feet from the intersection.”

**Section 2 Conclusions of Law**

- 2.1 This property has an exceptional shape in that it has a triangular shape and is a corner lot. In addition, the property has an exceptional topographic condition in that it has an extreme slope along the rear frontage where the fence is now located.
- 2.2 Denial of the variance will result in a- a peculiar and unusual practical difficulty to the property owner by preventing the erection of a fence of a height sufficient to guard against falls due to the extreme slope.
- 2.3 This request will not impair the intent of the City Fence Ordinance which is to prevent creating a negative impact on neighboring front yards. Neighboring properties do not front Indian Lane.
- 2.4 The property is not located in the regulated Old Town College Park Historic District.
- 2.5 The Applicant erected a board-on-board fence which incorporates openness as much as is practicable, particularly when compared to nearby 6-foot high, stockade fences. The portion of the property used as a front yard will in larger part remain open, except for the existing side yard chain-link fence and there are no properties in this location that front on Indian Lane.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of College Park to approve CEO-2020-01 for a 2-foot and 3-foot fence height variance, a applicable, to allow a 6-foot high board-on-board fence along Indian Lane conditioned on compliance with Prince George’s County Zoning Ordinance, Section 27-421 corner lot obstructions restrictions.

**ADOPTED**, by the Mayor and Council of the City of College Park at a regular meeting on the 14<sup>th</sup> day of April, 2020.

CITY OF COLLEGE PARK

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Janeen S. Miller, CMC  
City Clerk

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Patrick L. Wojahn, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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Suellen M. Ferguson  
City Attorney

# 20-G-71

## Approval of Minutes

**MINUTES**  
**Regular Meeting of the College Park City Council**  
**January 28, 2020**  
**Davis Hall, 9217 51<sup>st</sup> Avenue**  
**7:30 p.m. – 12:13 a.m.**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ABSENT:** None.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Robert Marsili, Director of Public Works; Frank Pacifico, Assistant Director of Public Works; Gary Fields, Director of Finance; Dan Alpert, Student Liaison; Julia Nikhinson, Deputy Student Liaison.

Mayor Wojahn opened the Regular Meeting at 7:30 p.m.

**ANNOUNCEMENTS:**

Councilmember Kabir announced the weekly community police meeting. He remarked on the passing of community member Ruth Herbert.

Councilmember Mackie remarked on a fire in College Park Woods and thanked first responders.

Councilmember Mitchell requested speed enforcement on St. Andrews.

Councilmember Dennis announced the police coffee club.

**CITY MANAGER’S REPORT:** Mr. Somers reviewed the lay-on-the-table item and discussed the Complete Count Committee’s census activities.

A motion was made by Councilmember Kabir and seconded by Councilmember Day to invite the Complete Count Committee to present to Council at a Future Worksession. Motion passed 8-0.

**AMENDMENTS TO AND APPROVAL OF THE AGENDA:**

- Remove 20-G-10 from the agenda (Brennan/Dennis 8-0)
- Add minutes of the November 19, 2019 meeting to 20-G-21 (Rigg/Dennis 8-0)
- Adopt agenda as amended (Rigg/Mitchell) 8-0.

**PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS:**

**Dave Dorsch, resident:** The Calvert Hills Stormwater Management project should be completed sooner rather than later because of ongoing flooding concerns.

**George Tansill, resident:** Regarding the barrier at University Blvd at the Trolley Trail – the new barrier doesn’t allow bicycles to pass to the left and the right which messes up the flow. Was that the intention.

**Sean Robson, resident, Boy Scout Troop 740 from Holy Redeemer:** Intersection by Volunteer Fire Department in Berwyn Heights needs a stop sign.

**PRESENTATION:**

Mr. Fields introduced Robert Diss from Lindsey + Associates, auditors, who gave a presentation on FY '19 Audit. Mr. Diss reviewed and explained various sections of the CAFR (Comprehensive Annual Financial Report). No internal control deficiencies were found and the financial statements were not materially misstated.

**PUBLIC HEARINGS:**

**A. Public Hearing on Ordinance 20-O-01, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, "Refuse, Yard Waste, Solid Waste and Special Trash;" Chapter 161, "Recycling;" and Chapter 110, "Fees and Penalties," to make changes to the collection of Special Trash, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for Refuse, Recycling and Yard Waste receptacles, to set penalties for violations, and to consolidate Recycling provisions into Chapter 161.**

Mr. Marsili reviewed the staff report. This ordinance involves special trash collections. The main objectives are to curtail abuse, have a fair and equitable service, be a sustainable City, provide for better worker safety, and increase efficiency. There are two decision points for Council in this ordinance: the number of free refuse carts (one or two) and the cost of additional refuse carts. This is separate and distinct from the next ordinance which is about bulk trash collection.

There was discussion about the definitions/differences between special trash and bulky trash. Ms. Ferguson noted that the definitions of Regular Trash, Bulky Trash, Special Trash, and Overweight Oversized items, are located in Section 4 of the Ordinance, in §119-4 of the City Code.

**Public Comment:**

**Mitchell Miller, non-resident, rental property owner:** City should not pick up contractor material. Sometimes you set out items but then the number of items changes by the time the pick up occurs. He thought the \$180 trash fee covered bulk pick ups.

**John Hawvermale, non-resident, rental property owner:** Confused about why you want to cut people back to one trash toter. City should not pick up contractor material. This is way too complicated.

**Bob Baer, resident, rental property owner:** Revisit this to focus on things that are auditable. Don't place an administrative burden on staff. Promote programs that pick up appliances. Keep it simple. Rental properties already pay a \$180 trash fee, and do not get the Homestead Property Tax Credit.

**Francie Wasser, resident:** Concerned about mechanisms for counting items that are set out: administrative burden, documentation and accuracy. Consider a pilot instead. Limit number of pick ups, not number of items.

**Lisa Miller, non-resident, rental property owner, representing PGPOA:** Submitted an email for the record. She gave examples of all the things the PGPOA has done for the City over many years. She feels there has been a pull back on that collaborative spirit recently – for example, unruly gatherings was just rushed through. There hasn't been a lawsuit to date but that doesn't mean there isn't one coming. Its up to the Council moving forward to determine how the PGPOA will respond.

**Mary King, resident:** This started in April 2018 with the SCS trash study. The charge for an extra refuse cart should be \$100/year. Residential properties should receive one, rental properties two. \$20 fee for white goods pick up and \$100/hour for crane pick up seems appropriate based on the 2018 study.

**Dave Dorsch, resident, rental property owner:** The City has an outstanding trash collection system. Change is being proposed because of 5% are abusing the system with construction debris. If that is true, just address that problem and nothing else. The \$180 trash fee for single family rental properties is unfair. Rental properties don't get to take the Homestead Tax Credit. The City has not presented data. Supports a pilot program.

**Jim Donnelly, non-resident, rental property owner:** The City should not pick up construction debris. Keep the system simple. There are just a few abusers. Landlords already pay more in taxes and fees.

**Carol Macknis, resident:** The City should not pick up construction debris. Do a better job of publicizing where you can recycle and donate things.

**George Tansill, resident:** Prefers two trash totes. Questions about used motor oil recycling, hazardous materials, grease, alkaline batteries, LED lights. Can small car parts, construction debris go into the toter? Questions about where specific items can be recycled.

**Chris Gordon, resident:** Suggests limiting the number of pick-ups and not counting the number of items. He only puts out his trash toter every 5-6 weeks, but had 7 bulk trash pick ups. The data in the report is terrible. Don't pick up white goods at all, call people to take it to PG Scrap.

**Oscar Gregory, resident:** Collecting waste prevents illegal dumping. Sustainability is taken care of by the County. Not opposed to incentivizing residents to contribute to sustainability, but this is a money grabbing effort.

**Sean Robson, resident:** He sees a lot of trash that he thinks is generated by parties. Trash is not good for the environment because it can end up in the ocean.

**Stephanie Stulich, resident:** This ordinance seems less controversial than the next one. Agrees about no contractor debris. Move-out generated debris is distressing; so much is reusable but is dumped at the curb. You can only accomplish so much with education.

There being no further public comment, Mayor Wojahn declared this public hearing as having been held.

**B. Public Hearing on Ordinance 20-O-02, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Solid Waste and Special Trash” and Chapter 110, “Fees and Penalties,” to change how bulky trash is collected, to set fees for collections of an excess number of items, and to set penalties for violations.**

Mr. Marsili reviewed the staff report. This ordinance sets out a maximum number of bulk trash items and collections per year and a fee schedule for additional items. He is confident that his staff can handle the administrative aspects of the program. This recommendation is a sustainable plan that shouldn't impact 95% of the residents. The City should not serve as a hauling company. We have to do something to curb the amount of waste that goes into the landfill. The decision point for Council in this ordinance: should the maximum number of items per year that would be free be 12 or 20 for an owner occupied home.

Mr. Somers reminded Council of the 2018 SCS study that addressed the City's bulk trash program. This is more than just an environmental issue, it is a fairness and equity issue. For the 5% of people who are using more of the system, the other 95% are subsidizing that cost. The City's current program is that whatever you place at the curb, the City will pick up, and the City taxpayers are paying for that. There is no incentive to reduce waste or curtail pickups. For the \$180 trash fee, landlords are receiving a credit for 9 items, so the decision point for rental properties is either 21 or 29 items per year.

**Public Comment:**

**Mitchell Miller, non-resident, rental property owner:** Wants a rebate because he didn't set out that many items per year and he does pay the \$180 fee.

**Alexa Bely, resident:** Supports the ordinance. There is a small number of heavy users of the City's bulk trash pick-up service that are being subsidized by a large number of residents. A policy of unlimited bulk pick ups is fiscally irresponsible and poor policy. Financial incentives will drive behavioral change.

**Leo Shapiro, resident:** Addressed the talking points that the PGPOA must be circulating: blame the contractors, praise Public Works, emphasize how confusing this is and the large administrative burden. The landlords who showed up tonight have a financial stake in being here because for a long time the taxpayers have subsidized their overuse of City services. Don't be swayed by their coordinated efforts. This should not be controversial.

**Francie Wasser, resident:** The data that was collected for the study was faulty data. If we collect data going forward, then we can make decisions. We should limit the number of pick-ups, not the quantity of items.

**Mary King, resident:** 4 bulk trash pick-ups per year does not diminish service; residents can also drop items at the Public Works yard. 29 items sounds like a whole house cleanout. She suggests limiting the number to 16 items per residents and 20 items per rental, and continue with the \$20 item per additional charge. Against raising the penalties; give two warnings and then issue an MI.

**Dave Dorsch, resident:** He pays the \$180 fee and has only had 2 bulk trash pick ups in 45 years – is that fair. Wants to see the data on trends. Repeated that contractor debris is most of the problem. There is no data to justify the 20-item limit.

**Sally Wood, resident:** She has always had an issue with all the items that are put at the curb. She doesn't think any other City allows this. There are so many groups that will pick up unused items. She would want to set the limit really low and limit the number of pickups. Why are we subsidizing the landlords?

**John Hawvermale, non-resident, rental property owner:** Who's subsidizing who? Non-owner-occupied properties pay more in fees than residents and don't get the Homestead Tax Credit. They urge their tenants to use Salvation Army, etc., but they are cutting back on what they take. We're not the devil.

**Adam Rosenbaum, resident:** He is not taking a stand on this item, but as a student he received a citation warning for furniture left outside that didn't belong to their house. He doesn't want to be fined for something set out by others earlier in the year.

**Stephanie Stulich, resident:** These numbers seem reasonable and appropriate. There has been limited participation in donation efforts that were organized in prior years. Education and encouragement are great, but without financial incentives there won't be a change in behavior.

**George Tansill, resident:** He supports any version of this that will pass.

**Chris Gordon, resident:** Criticized the SCS trash study, questioned the savings, we don't need more bureaucracy, we need common sense solutions. Table this for six months and try alternate options. Change the white goods policy and hire a truck to come around once a week to pick them all up. What if the PGPOA takes you to court?

**Oscar Gregory, resident:** He had to clear out his mother's house. Public Works picked it all up without a problem. It would have cost him thousands under this ordinance. Vote down these ordinances or put it to a city-wide referendum.

There being no further public comment, Mayor Wojahn declared this public hearing as having been held.

**PRESENTATION:** Mr. Fields presented the Quarterly Financial report (attached).

**CONSENT AGENDA:** A motion was made by Councilmember Mitchell and seconded by Councilmember Brennan to adopt the Consent Agenda, which consisted of the following:

**20-G-09 Approval of a task order under the on-call engineering services contract with Greenman-Pederson, Inc. in the amount of \$55,448.58 for design of Princeton Avenue pedestrian improvements.**

- ~~20-G-10 Approval of modifications to Permit Parking Zone 4A on a portion of Cherokee Street to add a visitor's parking zone for residents of the Townhouses on Cherokee Street. This item was removed from the agenda.~~
- 20-G-11 Approval of a letter to the Secretary of the Maryland Department of Transportation with City comments on the draft 2020-2025 Consolidated Transportation Program (CTP).**
- 20-G-18 Award of Contract to Altenergy, Inc. of Upper Marlboro, MD in the amount of \$79,844 for the design, installation and maintenance of a Solar Photovoltaic System at the Department of Public Works Landscape Garage.**
- 20-G-19 Award of contracts for the purchase and replacement of one (1) 2020 Freightliner Refuse Truck Rear Load Packer to Sourcewell, Contract #112014-NWY for \$227,092.99; AND and to Criswell Chevrolet (riding Montgomery County Contract #1065341) for \$160,058.64 for two (2) Chevy Bolt Electric Vehicles and (2) 2020 Chevy Silverado pick-up trucks with snow equipment packages, funded from CIP Account Number 925061 for a total of \$387,151.63.**
- 20-G-13 Approval of a letter of support for PG-401-20 – Prince George's County – Authority to impose fees for use of disposable bags.**
- 20-G-14 Approval of a letter of support for PG-402-20 – Prince George's County – State Highways – Toll Facilities.**
- 20-G-15 Approval of the FY2021 budget guidelines and financial policies as presented in the attached staff report including maintaining the City's Homestead Tax Credit Rate at 0% for FY2021, providing the maximum tax relief from this credit.**
- 20-G-20 Award of contract not to exceed \$56,000 to Greenman-Pedersen, Inc., for design and engineering specifications for the construction of a park facility on the Odessa outlot in the Sunnyside neighborhood, subject to approval by the City Attorney and authorize the City Manager to sign.**
- 20-G-21 Approval of minutes from the November 6, 2019 Worksession and the November 12, 2019 Regular Meeting and (ADDED) the November 19, 2019 meeting.**

**The motion passed 6-0 (Councilmembers Dennis and Mackie were out of the room at the time of the vote).**

## **ACTION ITEMS**

**20-O-01 Adoption of 20-O-01, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Yard Waste, Solid Waste and Special Trash;” Chapter 161, “Recycling;” and Chapter 110, “Fees and Penalties,” to make changes to the collection of Special Trash, to prohibit placement of materials at properties that did not generate the materials, to set fees for collection and fees for Refuse, Recycling and Yard Waste receptacles, to set penalties for violations, and to consolidate Recycling provisions into Chapter 161, to become effective May 1 (this Ordinance replaces 19-O-14).**

Ms. Ferguson began by saying a typo on page 16 of the ordinance will be corrected: The reference to Chapter 161 3 G should be 161 3 C.

**A motion was made by Councilmember Brennan and seconded by Councilmember Rigg to adopt Ordinance 20-O-01 as drafted, with 1 toter per household provided free of charge, with a start date of May 1, 2020.**

Councilmember Brennan said this is not a financial matter; the City is seeking a behavioral change. Without a financial incentive, people will choose the path of least resistance. Staff has recommended this plan and say they can make it work.

Councilmember Kabir has mixed feelings and supports a pilot program. He believes we don’t have complete data.

Councilmember Mackie said we have a problem that needs to be addressed by the City as a whole whether we are students or owners or landlords. She doesn’t want to see trash outside of the toters so would agree to 2 toters.

Councilmember Day said the motion was made before we had a chance to discuss whether to provide 1 or 2 toters free of charge. What happens if you pay the collection fee for five items in advance, but then only three are picked up?

**Amendment #1: A motion to amend the ordinance was made by Councilmember Day and seconded by Councilmember Mitchell to 1) allow 2 toters free of charge as a minimum and 2) bill for the pickup after the collection instead of in advance. A clarification was made later that for any toter over 2, they would pay a one-time fee of \$50 per toter.**

Mr. Somers said we don’t have a billing system set up which will require more administrative work; the payment in advance system is simpler. Mr. Marsili said he understands the concern and we could look into it.

Councilmember Brennan noted that the first part of the motion is legislative and the second part is administrative. Ms. Ferguson said the language can be broadened to include “payment when invoiced” in §119-6.

[At 10:30 p.m., a motion to extend the meeting was made by Councilmember Brennan and seconded by Councilmember Day. Motion passed 8-0.]

**Comments from the audience on Amendment #1:**

**Mitch Miller:** Supports 2 toters free of charge.

**Carol Macknis:** Supports 2 toters free of charge.

**George Tansill:** Supports 2 toters free of charge.

Councilmember Mitchell thinks the \$50 for each additional toter should be assessed each year instead of one time, to promote environmental sustainability.

Councilmembers Dennis thinks most people already have two green toters, so this wouldn't create a problem for them.

Councilmember Rigg can't support this because people could purchase 14 green toters and fill them up with their bulk trash.

Councilmember Kennedy would like to see an annual fee for additional toters instead of a one-time fee.

**Amendment to Amendment #1: A motion to amend Amendment #1 was made by Councilmember Rigg and seconded by Councilmember Brennan to 1) cap the number of toters to no more than three.**

Councilmember Rigg said we are trying to keep things out of the landfill, so limiting the number of toters will help.

**Comments from the audience on the amendment to Amendment #1:**

**Mitch Miller:** Supports.

**Amendment to Amendment #1 passed 7-1 (Kabir opposed).**

**Amendment #1 as amended now reads: 1) allow two toters free of charge; to 2) cap the maximum number of free toters per household to no more than three; 3) charge a \$50 one-time fee for the third toter; 4) allow staff the administrative flexibility to bill for the pickup after the collection instead of in advance.**

**Councilmember Brennan motioned to change the \$50 fee for the third toter from a one-time fee to an annual fee. Councilmember Kennedy seconded.**

**Comments from the audience on this amendment:**

**Stephanie Stulich:** Supports the annual fee.

**Francie Wasser:** Does not support the annual fee.

**Carol Macknis:** Does not support the annual fee.

**Vote on Amendment #1 as amended by making the fee for the third toter an annual \$50 fee:**

**Yes: Kennedy, Mackie, Rigg, Brennan**

**No: Kabir, Mitchell, Day, Dennis**

**Tie Vote**

**Mayor voted Yes**  
**Motion passed 5-4**

**Vote on Amendment #1 as Amended: (2 toters free of charge; absolute cap of three toters; \$50 annual fee for the third toter; and allow staff to bill for collection):**

**Vote on Amendment # as Amended:**  
**Yes: Kabir, Kennedy, Mackie, Day, Rigg, Brennan, Dennis**  
**No: Mitchell**

**Amendment #1, as amended, passed 7-1.**

**Back to the Main motion as amended:**

Councilmember Rigg reviewed the problem that was evidenced in the SCS report. The current trends are unsustainable; we have to change behavior.

[At 11:00 p.m. a motion was made by Councilmember Day and seconded by Councilmember Brennan to suspend the rules. Motion passed 8-0.]

Councilmember Kabir asked if this ordinance is about bulk trash, or special trash. Mr. Somers said the four times a year limit is to bulk trash; it does not apply to special trash. Ms. Ferguson further clarified that 20-O-01 applies to all the kinds of trash you have, and that 20-O-02 is just for the fee schedule assessed for excess collections.

**Vote on Main motion as amended (the first two toters are free; maximum number of toters is three; third toter costs \$50 per year; administrative allowance to bill for collections; fix the typo referenced by Ms. Ferguson):**

**Yes: Kennedy, Day, Rigg, Brennan, Dennis**  
**No: Kabir, Mackie, Mitchell**  
**Motion passed 5-3**

**20-O-02 Adoption of Ordinance 20-O-02, an Ordinance of the Mayor and Council of the City of College Park, Amending City Code Chapter 119, “Refuse, Solid Waste and Special Trash” and Chapter 110, “Fees and Penalties,” to change how bulky trash is collected, to set fees for collections of an excess number of items, and to set penalties for violations, to become effective May 1.**

**A motion was made by Councilmember Rigg and seconded by Councilmember Brennan to adopt Ordinance 20-O-02, with a 20-free-items limit for owner occupied properties, and a 29-free-items limit for rental properties, effective May 1, 2020.**

Councilmember Rigg said he is horrified when he sees piles of bulk trash placed in front of houses at move-out time, year after year. It is public health, taxation and environmental sustainability issue. We spend a lot more on solid waste because of our lax policy. This is a chance to correct it.

Councilmember Day agrees there should be a limit and said we should punish the abusers of the system. We also need to look at our food waste program and the trash to treasure program which would make a small step to diverting trash. We should try to get this right the first time.

Councilmember Brennan said this ordinance isn't being passed without putting other measures in place.

Councilmember Kennedy thinks a lot of important PR is needed, and that the CBE might be able to help with that.

Councilmember Mitchell echoed the theme about education and said there has to be a plan to explain this to residents.

Councilmember Kabir feels it is disturbing to set a limit when we don't have the data. He will vote against.

Councilmember Mackie feels some of the fees are high. She supports Trash to Treasure and helping landlords donate. She doesn't want to use money as the incentive to change behavior.

Councilmember Dennis said the challenge is how to inform our residents about what we are doing and why we are doing it. We need to tell them how to get rid of their things in other ways.

Mayor Wojahn said he would support this because he is concerned about the level of abuse of our current program. He agrees that we need to do a lot more to educate people about options.

Councilmember Day said there are still a lot of kinks to be worked out.

**Amendment #1: An amendment was made by Councilmember Day to put this ordinance in a pilot program for no less than six months, and no more than a year, to address all of these questions. During the pilot period, staff will track the accounting for how many pick-ups you have, how many items you have, how many you have left, and what the charge would be if you got charged. During the pilot period the fees would be waived, but residents would know what they would pay. During the pilot period the staff would work through the processes and procedures that they need to put into place to make this work. During the pilot period the City needs to educate everyone in the City. Councilmember Mackie seconded the motion.**

**Comments from the audience:**

**Mitch Miller:** He is also concerned by the amount of trash he sees. Code Enforcement doesn't fine them anymore. He doesn't know why.

**Lisa Miller:** Supports the pilot program.

**Francie Wasser:** Supports the pilot program.

**Chris Gordon:** Supports the pilot program and reiterated that the data in the report is bad.

**George Tansill:** Agrees the data in the report is bad.

Councilmember Kennedy asked if the pilot would be one neighborhood and then expand it? Councilmember Day is proposing a City-wide pilot. She doesn't want there to be any confusion about the rules. Councilmember Day feels a City-wide pilot will give us the data we need and will give staff time to work through the process and procedures.

Council discussed the alternative of adopting the ordinance now but suspending the fees for a period of time.

**A motion was made by Councilmember Kennedy to amend the amendment: to move forward with the ordinance now, to have six months of no fees, and at the end of six months unless we take action, the fees start. Motion failed for lack of a second.**

Councilmember Rigg does not support a pilot to collect data when we already have data.

Councilmember Brennan thinks its hard to figure out people's behavior without having the financial disincentive in place. We can move this forward tonight and allow staff to tweak as needed.

**Vote on Amendment #1:**

**Yes: Kabir, Kennedy, Mackie, Mitchell, Day, Dennis**

**No: Rigg, Brennan**

**Amendment passed 6-2.**

**Main Motion as Amended:**

**Yes: Kabir, Kennedy, Mackie, Mitchell, Day, Dennis**

**No: Rigg, Brennan**

**Motion as amended passed 6-2.**

**20-G-16 Approval of Change Order #2 to the Agreement with Davis Construction for site development work for the City Hall Project**

Mr. Somers reviewed the staff report. Tonight's Change Order will carve a piece out of the construction contract to move the project forward. This Change Order is for the surveying, excavation, and any contract work, for a total of \$4.1M. The City's share is \$1,743,223. It is not an additional cost; it will come off the top. We are still finalizing estimates and don't have the Guaranteed Maximum Price yet. The contract is with the City and the University will pay back their portion.

**A motion was made by Councilmember Kennedy and seconded by Councilmember Rigg to authorize the City Manager to sign a contract change order after review by the City Attorney**

**in an amount not to exceed \$4,150,530 to authorize the City Hall project work outlined in the Davis Summary of GMP #2 Costs.**

There were no comments from the audience or from the Council.

**The motion passed 8-0.**

**20-G-12 Approval of a letter of support with amendments for SB 209 – Criminal Law – Unruly Social Gatherings - Civil Penalties**

Mr. Gardiner gave an overview. This would put legislation into place state-wide similar to what the City adopted last year. Ms. Ferguson contacted the bill drafter and found that the intent is that only a civil citation would be issued. We suggested language to make that clear and state that a conviction would not give anyone a criminal record. We also suggested they increase the number of persons to 8.

**A motion was made by Councilmember Rigg and seconded by Councilmember Dennis to send a letter in support of this legislation with the amendments outlined by Ms. Ferguson that would align the bill more to the City's ordinance.**

Councilmember Rigg said this builds on the hard work that the City did to get our own ordinance passed. He supports creating behavior change without criminalization.

Mr. Alpert said it is irresponsible to comment on any issue without having City data to back it up. We don't know yet how the City's bill has affected our community. There was a lot of opposition to the City's ordinance when it came up. The bill writer is from Towson, so to make this statewide legislation would affect our minority communities more than anyone else.

Councilmember Day asked if the University had given any input. Mayor Wojahn said Mr. Colella said there were some concerns about the initial language that inferred a criminal citation, and that he expressed a concern that we would expect the UMD police to enforce. Mr. Somers added that the primary agency to enforce remains Prince George's County. Councilmember Day will not support. It reminds him of the corner law and he doesn't believe it will be enforced fairly throughout the state.

**Yes: Kennedy, Mackie, Rigg**

**No: Kabir, Day, Dennis, Mitchell**

**Motion fails 3-4 (Brennan out of the room at the time of the vote).**

**20-G-17 Appointments to Boards and Committees**

**A motion was made by Councilmember Mitchell and seconded by Councilmember Day to appoint Nikesha Poncho Lewis to the CBE. The motion passed 7-0 (Brennan out of the room at the time of the vote).**

**ADJOURN: A motion was made by Councilmember Kennedy and seconded by Councilmember Day to adjourn the Regular Meeting. With a vote of 7-0, the regular meeting was adjourned at 12:13 p.m.**

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Janeen S. Miller, CMC City Clerk	Date Approved
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Closed Session Statement for Saturday, January 18, 2020

Pursuant to the statutory authority of the Maryland Annotated Code, General Provisions Article, Section 3-305, the Mayor and Council of the City of College Park met in a Closed Session in Davis Hall at the Department of Public Works on Saturday, January 18, 2020 to discuss a matter relating to the contents of a proposal before a contract is awarded.

At 9:00 a.m., prior to the Mayor and Council Retreat, a motion was made by Councilmember Rigg and seconded by Councilmember Kennedy to enter into the closed session for the purpose of receiving information from and discussing the proposals submitted by consultants who applied to facilitate the City's Strategic Plan. The motion passed 8-0.

The Mayor and all Councilmembers were present. In addition, the meeting was attended by City Manager Scott Somers and Assistant City Manager Bill Gardiner. Terrie Glass, Stacia Aylward, Jeffrey Parks, and Jessica Brown each attended a portion of the meeting. Mayor Wojahn was the designated Open Meetings Trainee.

The Mayor and Council received information from and discussed the proposals submitted by the selected consultants. No action was taken.

At 10:40 a.m., on a motion by Councilmember Rigg and seconded by Councilmember Kennedy, and a vote of 8-0, the closed session was adjourned.

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Closed Session Statement for Tuesday, January 21, 2020

Pursuant to the statutory authority of the Maryland Annotated Code, General Provisions Article, Section 3-305, the Mayor and Council of the City of College Park met in a Closed Session in Davis Hall at the Department of Public Works on Tuesday, January 21, 2020 to discuss a matter relating to the contents of a proposal before a contract is awarded.

At 11:02 p.m., a motion was made by Councilmember Brennan and seconded by Councilmember Day to enter into the closed session for the purpose of evaluating the presentations from the consultants who submitted proposals to facilitate the City's next five-year Strategic Plan. The motion passed 8-0.

The Mayor and all Councilmembers were present. In addition, the meeting was attended by City Manager Scott Somers; Assistant City Manager Bill Gardiner; City Clerk Janeen S. Miller; and City Attorney Suellen Ferguson. Mayor Wojahn was the designated Open Meetings Trainee.

The Mayor and Council discussed and evaluated the selected consultants who made presentations during the Closed Session on Saturday, January 18. Staff will check references.

At 11:32 p.m., on a motion by Councilmember Rigg and seconded by Councilmember Dennis, and a vote of 8-0, the closed session was adjourned.

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**City of College Park  
Budget Worksession  
Saturday, March 28, 2020  
8:05 a.m. – 2:43 p.m.**

**(Due to the COVID-19 Pandemic, this was a Virtual Meeting)**

**MINUTES**

**PRESENT:** Mayor Wojahn; Councilmembers Kabir, Kennedy, Brennan, Dennis, Day, Rigg, Mackie and Mitchell.

**ALSO PRESENT:** Scott Somers, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Gary Fields, Director of Finance; Leo Thomas, Jr., Deputy Director of Finance

**ATTENDED A PORTION OF THE MEETING:** Jill Clements, Kiaisha Barber, Teresa Way-Pezzuti, Terry Schum, Bob Ryan, Robert Marsili, Frank Pacifico, Brenda Alexander, Ryna Quinones.

Mayor Wojahn opened the Webex virtual meeting at 8:05 a.m.

**Overview:**

Mr. Somers and Mr. Fields provided the overview of the FY 2021 Proposed Budget & Revenue by reviewing the PowerPoint. The FY 21 proposed budget is a balanced budget that maintains the tax rate of \$.325. The total budget is \$21.38M which is an increase of 2.3% (\$489,000) over the FY 20 budget. The City will need to hold a Constant Yield Tax Rate public hearing on May 12 because we are not going to maintain the constant yield in FY 21.

- Discussion of the impact that the COVID-19 Pandemic will have on the City's financial situation in the coming year and beyond.
- Can we provide a breakdown of property tax revenue between single family homes, other types of residential housing units and commercial properties? Mr. Fields will check with SDAT.

**General Government and Administration:**

Mayor & Council budget:

- Did we receive a report from the Boys and Girls Club? How can we help them develop a more city-wide program? Future Worksession.
- Meals on Wheels has stepped up during this COVID-19 pandemic. We might need to provide additional financial support to them, in addition to other community support organizations like Neighbors Helping Neighbors and the Community Food Bank. Ask them what their needs are.

City Attorney: The City Attorney no longer staffs the Cable Television Commission but does work significantly with I-Net and negotiates the franchise agreements with Comcast and Verizon.

Finance: No questions.

Human Resources:

- Discussion of the four proposed reclassifications.

Communications & Public Relations:

- Question about the Blues Festival. Have a future Worksession about this and other City events. There is a feeling that we don't have consensus yet.
- Provide an all-in cost for events that includes staff time in addition to direct expenses to help the Council analyze each event.

Information Technology: No questions.

Elections Board and Ethics Commission:

- Clarification that the Ethics Commission has their own attorney.

CIP, Facilities Capital Reserve, I-Net, Property Acquisition, new City Hall, Facilities Capital Reserve, Debt Service Fund:

- General questions to clarify what is and is not included in each.

**Public Services:**

Parking:

- Future Worksession discussion on pay-by-plate and one-hour free parking in the garage, and on proposed increase in meter rate

Code Enforcement:

- Status of the Code Enforcement Supervisor position.

Animal Control:

- Should we consider hiring a P/T person for weekends? Council can make the request if they want. Staff is not recommending it.

Speed Enforcement:

- Speed Camera revenue is decreasing

Contract Police: No questions.

**Planning, Community & Economic Development:**

Community Development:

- Reduction in consulting reflects that City Hall consulting moved to the City Hall project

Planning & Zoning:

- The Public Art line is funded annually and is currently reserved for new development projects.
- Future Worksession: Formalize a policy to provide art on public land, consider an ongoing CIP.

**Economic Development:**

- Status of Economic Development Coordinator position? The job description is being updated and research is being conducted. It will come back to Council for discussion before adoption of the final budget.

**CIP:**

- Discussion of timing of various projects
- What was the final cost of the Hollywood Gateway Park?
- Are unexpended FY '20 funds available to add a large table in the pavilion at the HGP?

**Response to COVID-19:**

- What should we be thinking about for this budget to help businesses recover from the economic impact of this pandemic?
- Some of our current grant programs (façade, interior improvements) could be repurposed
- Future Worksession

**Engineering Services:**

**CIP Streets & Sidewalks:**

- Discussion of timing of various projects.
- Regarding Sidewalks: Request for a comprehensive document that includes all of the City's sidewalk projects, not just those in the CIP, similar to the Pavement Management Plan.
- Edmonston Road sidewalk is being timed to leverage the WSSC work. Design will happen in FY 21 and resurfacing will be done when WSSC completes their work in FY 23.
- Pavement Management Plan:
  - Timing of the Cherokee Street project is dependent on the developer. They are supposed to change traffic patterns and add speed humps.

**Engineering Operations:**

- Discussion of lighting in various parts of the City.

**Youth, Family & Senior Services:**

**Seniors Services:**

- Proposal to increase Seniors Program Caseworker by .5 -
  - 66 cases are being managed
  - Increase in senior social activities
- Looking for office space for Senior staff offices in the Hollywood Commercial District so the entire seniors management team can be in one fixed location. Right now they move between 3 locations.
- Discussion on Neighbors Helping Neighbors unused funding.
- City staff is not meeting in person with seniors at this time due to COVID-19 restrictions
- Could we investigate AARP free tax preparation services for seniors?

**Public Works:**

The following topics were discussed:

#### Solid Waste Management:

- Food waste composting: There are various options shown in budget:
  - Pilot for neighborhood pick up in one neighborhood TBD
  - Search for additional drop-off locations in the City. Not all neighborhoods have potential sites
  - Outsourcing
  - Discussion of program expansion options at future W/S
  - Options for commercial food waste composting

#### Graffiti:

- Can staff look for graffiti proactively? Public Works and Public Staff are out in the neighborhoods constantly and we ask them to report when they see graffiti.

#### Street Sweeper:

- Any consideration for a small sweeper that can get into hard to reach areas, especially in our commercial districts? Staff to research options.

#### Street Maintenance:

- Added funds for increased holiday lights and decorations

#### Design and Engineering:

- Looking at enhanced utilization of office space in DPW including the customer service window.

#### Recreational Field Maintenance:

- Is there reduced recreational space at Calvert Road School that should be reflected in the budget?

#### Tree and Landscape Maintenance:

- Proposing to add an additional groundskeeper.

#### College Park Woods Property:

- We will be requesting an amendment to the contract for the Clubhouse to increase it to about \$900K
- Future enhancements to lighting and parking lot

#### Dog Park Project:

- Delay due to working through permits
- Hope to get permits by May with advertising shortly thereafter
- Hoping for substantial completion by winter

#### Old Parish House Renovations:

- Timing on masonry repairs - we will soon issue an RFP for these repairs.
- Timing on acoustic panels – we will reach out to some companies and hope to complete by the end of the year.

**Mayor and Council discussion:**

Council Requests recommended by the City Manager for funding in the FY '21 budget:

1. "Welcome to College Park" sign along Adelphi Road at Metzertott: \$12K.
2. 2 bus shelters (Route 1 near the Dunkin store and on westbound Edgewood Road near Rhode Island Avenue): \$12K each = \$24K.
3. Basketball court behind Calvert Road School: \$30K. Councilmembers Rigg and Day will check with the neighborhood about this location.

Additional Council Requests discussed and agreed upon:

4. Prioritization of sidewalk construction: Additional funding, external factors that affect sidewalks, staff capacity for additional sidewalk construction projects. Add \$200,000 to the proposed budget to the sidewalks CIP.
5. Additional funding for Meals On Wheels: Add \$5K upon confirmation of their need.
6. College Park Community Food Bank at the Church of the Nazarene: Mayor Wojahn will inquire about their needs.

Remaining Council requests that are deemed policy discussions should be submitted for a Future Worksession using the form that was recently provided.

**Miscellaneous:**

1. Discussion of ways the City can respond to the economic impact of COVID-19. Develop a clearinghouse of information. Hold a virtual town hall for the City's businesses. What are other communities doing? Can we help individuals who are self-employed? Enhanced shop local program through the use of gift cards? Consider a placeholder in the budget for future support? The contingency fund could be used for this purpose. Schedule a Future Worksession.

**List of Budget "Bike Rack" items from above:**

1. Report from Boys & Girls Club? How can we help them develop more city-wide programming?
2. Discussion on the Blues Festival and other City events.
3. Discussion on pay-by-plate and one hour free parking in the garage, and on a proposed increase from \$.75/hour to \$1.00/hour for the parking meter rate.
4. Formalize a policy to provide art on public land, consider an ongoing CIP.
5. Economic Development Coordinator position
6. Economic response to COVID-19 situation
7. Expansion of food-waste composting program

**2:25 p.m.:** End of Budget Discussion. No need for budget Worksession on Tuesday, March 31.

**Discussion of whether to close City parks, tot-lots and playgrounds due to COVID-19:**

Council discussed whether the City should close city-owned parks, tot lots, playgrounds, and fields. Taking a conservative/cautious approach was deemed most prudent. Suggestion to follow Park & Planning's guidelines:

- Close tot lots
- Close fit lots
- Close basketball courts

- Keep playing fields open but advise not to participate in team activities
- Keep City trails open
- The prohibition of no more than 10 people gathered in one place will still apply.

**ADJOURN:** Mayor Wojahn said there will be no budget Worksession on Tuesday night, March 31. Motion to adjourn by Councilmember Mitchell, seconded by Councilmember Rigg at 2:43 p.m. Motion passed 8-0.

---

Janeen S. Miller  
City Clerk

Date  
Approved

**20-G-77**

**College Park Ethics  
Commission  
Independent Legal Counsel**

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR MEETING AGENDA ITEM**



**AGENDA ITEM: 20-G-77**

**Prepared By:** Yvette T. Allen,  
Assistant City Clerk, on behalf of  
College Park Ethics Commission

**Meeting Date:** April 14, 2020

**Presented By:** Janeen S. Miller,  
City Clerk

**Consent Agenda:** Yes

**Originating Department:** City Clerk's Office for the College Park Ethics Commission

**Action Requested:** Approval of the Ethics Commission's recommendation for Ethics Commission Legal Counsel

**Strategic Plan Goal:** Goal 5: Effective Leadership

**Background/Justification:**

Kenneth Sigman of Silber, Perlman, Sigman & Tilev, P.A. submitted his resignation as the Ethics Commission's independent legal counsel in December 2019 and resigned effective January 31, 2020.

On January 31, 2020, the City issued a Request for Proposal CP-20-04 for an Independent Legal Counsel for the College Park Ethics Commission. In response to our RFP, we received five written proposals by the February 24, 2020 deadline.

The Ethics Commission held a virtual meeting on March 18, 2020 to review and discuss the proposals received. After preliminary review, the Ethics Commission voted to interview three of the five candidates.

The Ethics Commission conducted virtual interviews on April 1 and April 7. The Ethics Commission followed a detailed vetting process to identify the best candidate for this position.

On April 7, the Ethics Commission voted unanimously to recommend that the City retain the Law Offices of Eccleston and Wolf, with Victoria M. Shearer as lead attorney, to serve as the Ethics Counsel. Ms. Shearer has worked with the City before.

**Fiscal Impact:**

The Ethics Attorney typically works about 50 hours per year for the City.

Ken Sigman billed at an hourly rate of \$175/per hour. Ms. Shearer's proposed billing rate is \$190/hour, which is a discount from her normal hourly rate. In addition, the firm proposes an hourly rate of \$165 for her associate Mr. Cranford and \$95/hour for paralegals and law clerks. Clerical expenses and cost of other staff are absorbed within the firm's administrative head. Travel is charged portal-to-portal, both ways. The Ethics Commission meets only as needed.

**Council Options:**

#1: Approve the Ethics Commission's recommendation of the Law Offices of Eccleston and Wolf, Victoria M. Shearer lead attorney, to serve as the Independent Legal Counsel of the College Park Ethics Commission, and authorize the City to enter into a professional services contract.

#2: Direct the Ethics Commission to proceed in a different direction

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move to approve the recommendation of the College Park Ethics Commission to offer the position of the Independent Legal Counsel for the College Park Ethics Commission to Victoria M. Shearer of Eccleston and Wolf, and authorize the City to enter into a professional services contract subject to the approval of the City Attorney for this purpose.*

**Attachments:**

#1: Request for Proposals CP-20-04

#2: Proposal submitted from Victoria Shearer

# CITY OF COLLEGE PARK, MARYLAND

Request for Proposals CP-20-04

## **Independent Legal Counsel for College Park Ethics Commission**

Issued by:  
City of College Park  
City Manager's Office  
8400 Baltimore Avenue, Suite 375  
College Park, MD 20740  
240-487-3501

### **Bid Submission**

RFP Issue Date: Friday, January 31, 2020  
Proposals Due: Monday, February 24, 2020, by 5:00 p.m.

**Section I – General.** The City of College Park requests sealed bid proposals for **Independent Legal Counsel for College Park Ethics Commission, RFP CP-20-04**, as specified in this RFP.

The City of College Park, chartered in 1945, is a community of approximately 32,000 residents, located five miles northeast of Washington, DC, in Prince George’s County Maryland. The City is the home of the University of Maryland flagship campus.

The City Council consists of eight Councilmembers (two elected from each of four Council districts) and the Mayor, who is elected at large, all of whom are elected for concurrent two-year terms.

The City has adopted the Council-Manager form of government. The City Manager is appointed by the Mayor and Council and supervises the day-to-day operations of all City departments and staff and has administrative and operational responsibility for the City. The City provides constituent services through six departments: Administration; Finance; Public Services; Public Works; Planning, Community and Economic Development; and Youth, Family and Senior Services.

The City has approximately 14 advisory boards with volunteers appointed by the Mayor and City Council. The seven-member College Park Ethics Commission is established under Chapter 38 of the Code of the City of College Park and utilizes independent legal counsel. The Ethics Commission has been served by Ken Sigman of Silber, Perlman, Sigman & Tilev, P.A. since 2005. Mr. Sigman provided notice in December 2019 that he is discontinuing his private law practice effective January 31, 2020.

**Section II - Project Description.** The City of College Park seeks proposals from interested and qualified attorneys and/or law firms to perform legal services for the College Park Ethics Commission. The Ethics Commission meets on weekday evenings on an as-needed basis, but legal services will be rendered both during and outside of scheduled meetings.

The number of hours of legal services required by the Ethics Commission will vary from year-to-year depending on legal issues that arise, both expected and unexpected. Hours are generally higher in the months leading up to the municipal election, which is held in November of odd-numbered years. In recent years the incumbent has billed approximately 40 hours per year to the City for Commission-related legal services.

The services that may be required for the College Park Ethics Commission include, but are not limited to, the following:

1. Stay abreast of developments in Maryland public ethics laws and recommend amendments to the Ethics Chapter of the College Park Code.
2. Advise the Ethics Commission on Open Meetings Act compliance.
3. Draft advisory opinions regarding the application of College Park Code of Ethics and Article III, Fair Election Practices, of Chapter 34 of the College Park City Code.

4. Develop and conduct ethics training for City officials, employees, and candidates for elective office.
5. Assist the Ethics Commission with review of financial disclosure statements.
6. Advise the Ethics Commission on substantive and procedural matters, assist in the initial evaluation of complaints, advise on the conduct of Commission hearings, represent the Commission and present the alleged violation, testimony and other evidence at preliminary and final hearings and report on the outcome of such hearings to the relevant authorities.
7. Respond to informal inquiries regarding ethics and elections matters from City officials, employees, and candidates.
8. Assist the Ethics Commission with the promulgation of regulations.
9. Draft correspondence on behalf of the Ethics Commission.
10. Submit annual certification of compliance with state ethics requirements to the Maryland State Ethics Commission.
11. Attend Ethics Commission and City Council meetings as needed.

**Section III – Qualifications.** Applicant must have an interest in promoting the integrity of the election process and the ethics of municipal officials; be a member in good standing of the Maryland bar; have prior administrative and/or litigation experience, particularly in the area of government ethics; maintain professional malpractice insurance; and be available on an as-needed basis, generally in the evening. Experience representing Maryland municipalities is helpful. The successful applicant will be subject to the provisions of the City’s Ethics Code.

**Section IV- Insurance Requirements.** The selected Attorneys will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, automobile liability insurance and workers’ compensation insurance with limits of not less than those set forth below. On each policy, Attorney will name the City as an additional insured, with the exception of the workers compensation insurance and errors and omissions insurance.

A. Comprehensive General Liability Insurance

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

All insurance shall include completed operations and contractual liability coverage.

- C. Professional Errors and Omissions Insurance. The Attorney shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.
- D. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)
- E. Workers' Compensation Insurance. Attorney shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

The selected Attorney will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Attorney on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. Coverage will be primary and noncontributory with any other insurance and self-insurance.

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

**Section V – Submission.** Interested parties are invited to submit written proposals as a PDF attachment via email to:

Scott Somers, City Manager  
[ssomers@collegeparkmd.gov](mailto:ssomers@collegeparkmd.gov)

with a copy to:

Janeen S. Miller, City Clerk  
[jsmiller@collegeparkmd.gov](mailto:jsmiller@collegeparkmd.gov)

The transmission email must be received not later than February 24, 2020 at 5:00 p.m. and include the subject line **RFP CP-20-04**.

Proposals shall include:

- a transmittal cover letter from a principal of the firm and certify that the proposal and fee schedule will remain in effect for 90 days from the bid due date.
- a brief background of the firm, number of attorneys employed, and identify the lead attorney proposed, the attorney(s) that will assist, and include the resumes of all identified attorneys.

- any other information or experience which may be helpful in evaluating the proposal.
- the location of the primary office and attorney(s) assigned to this account, and provide an address, phone number, email address and fax number for the firm.
- a description of any municipal government legal services provided in Maryland in the last five years. Provide a reference list of three recent municipal clients.
- a proposed hourly billing rate for any attorneys and staff members who may service this account, which if accepted shall remain in effect for at least one year from date of retention.

**Section VI – Selection Process.** Qualified submissions will be forwarded to the College Park Ethics Commission for evaluation and interviews. The Commission will formulate a recommendation to the Mayor and Council who have final approval.

**Section VII – Termination.** The performance of work or delivery of services by the Attorney may be terminated in whole or in part at any time upon written notice when the Mayor and Council determine that such termination is in the City’s best interest, subject to legal restrictions upon the withdrawal of counsel from litigation matters. The City will be liable to the Attorney only for services furnished prior to the effective date of such termination. The Attorney shall provide at least 90 days prior written notice to the City of its intent to terminate this Agreement.

**Section VIII – Equal Benefits.** In submitting a proposal, the Attorney certifies that the Attorney:

- a. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption.

**Section IX – Non-Discrimination.** In submitting a proposal, the Attorney certifies that the Attorney does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Law Offices  
**Eccleston and Wolf**  
Professional Corporation

BALTIMORE-WASHINGTON LAW CENTER  
7240 PARKWAY DRIVE - 4<sup>th</sup> FLOOR  
HANOVER, MARYLAND 21076  
(410) 752-7474

(703) 218-5330  
FAX (703) 218-5350  
SHEARER@EWMD.COM

SUITE 107  
10400 EATON PLACE  
FAIRFAX, VIRGINIA 22030

SUITE 260  
1629 K STREET, N. W.  
WASHINGTON, D. C. 20006  
(202) 857-1696

VICTORIA M. SHEARER

February 24, 2020

**Via Electronic Mail Only**

Scott Somers, City Manager  
[ssomers@collegeparkmd.gov](mailto:ssomers@collegeparkmd.gov)  
City of College Park  
8400 Baltimore Avenue  
College Park, Maryland 20740

Re: Request for Proposal for Independent Legal Counsel for College Park Ethics  
Commission, RFP CP-20-04

Dear Mr. Somers and Ms. Miller:

I am pleased to submit Eccleston and Wolf's response to the City of College Park's Request for Proposal for Independent Legal Counsel for the College Park Ethics Commission. The proposal and fee schedule will remain in effect for 90 days from the bid due date.

Please do not hesitate to contact me should you have any questions regarding the proposal.

Sincerely,

ECCLESTON AND WOLF, P.C.

By: \_\_\_\_\_ /s/  
Victoria M. Shearer

Attachment

cc: Janeen S. Miller, City Clerk  
[jsmiller@collegeparkmd.gov](mailto:jsmiller@collegeparkmd.gov)

**City of College Park  
RFP #CP-20-04  
Independent Legal Counsel for  
College Park Ethics Commission**

**ECCLESTON AND WOLF, P.C.**

**7240 Parkway Drive, 4<sup>th</sup> Floor**

**Hanover, Maryland 21076**

**Telephone: (410) 752-7474**

**Facsimile: 410-752-0611**

**Email Address: [shearer@ewmd.com](mailto:shearer@ewmd.com)**

**Website: <https://www.ecclestonwolf.com>**

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

**I. Transmittal Letter.**

A transmittal cover letter from a principal of the firm, Victoria M. Shearer, is attached and includes a certification that the proposal and fee schedule will remain in effect for 90 days from the bid due date.

**II. Background.**

**A. The Law Firm of Eccleston and Wolf, P.C.**

Eccleston and Wolf, P.C. is a highly respected AV rated litigation law firm with offices in Maryland, the District of Columbia and Fairfax, Virginia. Its attorneys, for nearly four decades, have represented clients in a myriad of practice areas, with a focus on all aspects of defense litigation and advice. Through a team of approximately 40 highly-qualified and experienced trial attorneys, Eccleston and Wolf strives to achieve the optimum results for its clients and provides legal services to a wide variety of national and local insurance carriers, and numerous third-party adjusting companies. Eccleston and Wolf's wide-ranging, general civil litigation practice includes the defense of attorney grievance complaints and professional malpractice claims. Thus, its attorneys focus upon ethics issues and alleged ethical violations by attorneys, accountants, and doctors. Eccleston and Wolf's attorneys also regularly defend a broad range of public entity liability claims against local governments. These include claims against various boards, agencies, police departments, educational institutions, reformatories and school districts. Eccleston and Wolf provides legal representation to public entities that is wide-ranging in scope, including many different tort claims, employment issues, educational placement, environmental issues and construction litigation.

**B. Lead Attorney Victoria M. Shearer.**

The lead attorney for this proposal is Victoria M. Shearer, a principal at Eccleston & Wolf. Ms. Shearer joined Eccleston and Wolf in January 2020. Prior to coming to Eccleston and Wolf, Ms. Shearer practiced for 21 years at Karpinski, Colaresi & Karp (known by various names over the years). Throughout her career, Ms. Shearer has regularly represented local governments in litigation through the Local Government Insurance Trust (LGIT) and has provided advice to local governments in municipal and employment law, including an employment law hotline for LGIT members. Ms. Shearer has represented local governments in many areas of law, including civil rights/constitutional claims, election law/litigation, municipal matters, employment law/litigation, premises liability, land use and zoning matters/litigation, ethics complaints

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

and issues, contracts, torts of all types, LGTCA tort claims notice and damages caps, local government immunities, Open Meeting Act issues, Maryland Public Information Act issues, and advice and legal opinions for various local governments and Boards or Commissions. Ms. Shearer is currently the Town Attorney for the Town of Laytonsville in Montgomery County, Maryland. Ms. Shearer is also an appointed attorney volunteer for the Maryland Attorney Grievance Peer Review Committee and has participated on several Peer Review panels. The panels consider whether there is a substantial basis that the charged attorney has committed professional misconduct or is incapacitated, and makes a recommendation to the Attorney Grievance Commission in accordance with Maryland Rule 19-720(e).

Ms. Shearer also has a robust appellate practice, having many state and federal appellate cases and reported opinions.

Ms. Shearer's professional resume is attached hereto as **Exhibit A**.

**C. Attorney Alex Cranford.**

Alex Cranford will assist Ms. Shearer. Mr. Cranford's professional resume is attached hereto as **Exhibit B**. Mr. Cranford began his career at Eccleston and Wolf, P.C. in August 2019. During his time at Eccleston and Wolf, his practice has included the defense of businesses and professionals in employment, malpractice, and general liability matters. Prior to that, he served as a judicial law clerk in the Circuit Court for Baltimore City.

**III. Additional Information Regarding Services.**

Ms. Shearer is a seasoned professional who exercises excellent judgment and discretion. Ms. Shearer and Mr. Cranford possess the ability to perform the services that may be required for the College Park Ethics Commission, which include, but are not limited to, the following:

**1. Stay abreast of developments in Maryland public ethics laws and recommend amendments to the Ethics Chapter of the College Park Code.**

Ms. Shearer and Mr. Cranford already regularly stay abreast of developments in Maryland law generally and, naturally they will closely follow any developments in Maryland public ethics laws and recommend amendments to the Ethics Chapter of the College Park Code. As Town Attorney for Laytonsville, Ms. Shearer regularly provides

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

advice regarding developments in the law and recommends changes to the Laytonsville Zoning Ordinance and Code.

**2. Advise the Ethics Commission on Open Meetings Act compliance.**

Ms. Shearer possesses significant experience in Open Meetings Act compliance and regularly advises her clients regarding its requirements. Ms. Shearer is currently defending Carroll County with respect to an Open Meetings Act lawsuit.

**3. Draft advisory opinions regarding the application of College Park Code of Ethics and Article III, Fair Election Practices, of Chapter 34 of the College Park City Code.**

Ms. Shearer has drafted a significant number of advisory opinions for local governments (including the City of College Park). Ms. Shearer very recently provided an Ethics opinion requested by St. Mary's County. Ms. Shearer possesses significant experience reviewing and construing the meaning of statutory provisions. In many cases, Ms. Shearer has performed indepth research regarding the legislative history of statutes in connection with statutory construction. Examples include her previous research and representation of the Prince George's County District Council with respect to the provisions of the Regional District Act, her previous research and representation of the City of Salisbury with respect to the City's Occupancy Code provisions, and her current research and representation of Worcester County in a case pending before the Maryland Court of Special Appeals challenging the constitutionality of the Maryland Code, Tax-General Article provisions involving tax rebates to municipalities.

**4. Develop and conduct ethics training for City officials, employees, and candidates for elective office.**

Ms. Shearer and Mr. Cranford could readily prepare and provide ethics training for City officials, employees, and candidates for elective office. Ms. Shearer has assisted in preparing Powerpoint presentations for trainings on various local government topics.

**5. Assist the Ethics Commission with review of financial disclosure statements.**

Ms. Shearer and Mr. Cranford are fully capable of assisting the Ethics Commission with review of financial disclosure statements to ensure that they are fully compliant with the law.

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

**6. Advise the Ethics Commission on substantive and procedural matters, assist in the initial evaluation of complaints, advise on the conduct of Commission hearings, represent the Commission and present the alleged violation, testimony and other evidence at preliminary and final hearings and report on the outcome of such hearings to the relevant authorities.**

In her practice, Ms. Shearer has often addressed substantive and procedural matters for local governments. Ms. Shearer would be fully capable of evaluating complaints and advising the Commission regarding conduct of Commission hearings. Ms. Shearer has attended many local government hearings over the years and, as a litigation attorney, would be fully capable of representing the Commission and presenting alleged violations, testimony and other evidence. Ms. Shearer is in the habit of regularly and thoroughly updating and reporting to clients regarding the outcome of hearings and the status of all matters.

**7. Respond to informal inquiries regarding ethics and elections matters from City officials, employees, and candidates.**

Ms. Shearer possesses experience in this area and would be readily capable of responding to informal inquiries regarding ethics and elections matters from City officials, employees, and candidates.

**8. Assist the Ethics Commission with the promulgation of regulations.**

Ms. Shearer has drafted Ordinances and other similar items and thus possesses the ability to assist the Ethics Commission with the promulgation of regulations.

**9. Draft correspondence on behalf of the Ethics Commission.**

Ms. Shearer and/or Mr. Cranford regularly perform this task on a daily basis and therefore would be capable of performing this task on behalf of the Ethics Commission.

**10. Submit annual certification of compliance with state ethics requirements to the Maryland State Ethics Commission.**

Ms. Shearer and/or Mr. Cranford would be capable of performing this task on behalf of the Ethics Commission.

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

**11. Attend Ethics Commission and City Council meetings as needed.**

Ms. Shearer and/or Mr. Cranford are available to attend Ethics Commission and City Council meetings as needed. Ms. Shearer attended College Park City Council meetings in connection with rendering independent legal advice to the Council in 2018.

**IV. Description of any municipal government legal services provided in Maryland in the last five years.**

Ms. Shearer has performed a large volume of municipal government legal services in the past five (5) years. Ms. Shearer, as Laytonsville Town Attorney since 2018, has provided various municipal legal services to the Town. This includes advising and drafting ordinances (including a 5G Small Cell ordinance), advising and drafting a decision for the Council in a case where the landowner sought, but was denied, a reclassification of the zoning of the property, advising the Town on zoning issues and municipal annexation matters, among others. Also, Ms. Shearer has provided municipal government legal services in other capacities to LGIT insureds for many years. For example, in 2018 forward, Ms. Shearer was hired to provide independent legal advice to the City of Mount Rainier on a number of issues that arose involving the Police Department, missing City funds, sexual harassment, *etc.* Ms. Shearer was hired recently by St. Mary's County to provide it with legal advice regarding an ethics matter that arose with respect to one of the County Commissioners. Ms. Shearer was hired by Carroll County to advise and defend the County with respect to a complaint of violation of the Open Meetings Act. In the recent past, Ms. Shearer was hired by the City of Rockville to provide it with legal advice and an opinion regarding an issue that arose with the City Council and termination of a staff member. There are simply too many instances to list, as Ms. Shearer has provided a wide array of legal advice to local governments throughout the State. It is understood that Ms. Shearer and Mr. Cranford will be subject to the City's Ethics Code.

**V. Provide a reference list of three recent municipal clients.**

Mayor Jim Ruspi  
Town of Laytonsville  
21607 Laytonsville Road  
Laytonsville, Maryland 20882  
(301) 366-6984 (cell)

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

Kenneth Sigman, Esquire  
Silber, Perlman, Sigman & Tilev, P.A.  
6930 Carroll Ave., Suite 610  
Takoma Park, Maryland 20912  
(301) 891-2200 (cell)

David Weiskopf, Esquire  
County Attorney  
St. Mary's County  
41770 Baldrige Street  
Leonardtown, Maryland 20650  
(301) 475-4200, ext. \*1703

Timothy C. Burke, Esquire  
County Attorney  
Carroll County  
225 North Center Street  
Westminster, Maryland 21157  
(410) 386-2030

**VI. Proposed Billing Rates.**

**Attorneys:** Ms. Shearer proposes to charge \$190.00 per hour for her time, which is a significant discount from her normal hourly rate. Mr. Cranford's proposed hourly rate is \$165.00. These proposed rates would remain in effect for at least one year.

**Paralegal/Law Clerks:** The firm proposes an hourly rate of \$95.00 for paralegals and law clerks.

**Clerical:** None. Clerical expenses are absorbed within the firm's administrative overhead.

**Other staff:** Other staff costs and expenses are absorbed within the firm's administrative overhead.

**Billable rates for travel:** Travel is charged portal-to-portal, both ways.

**Mileage expense rate, if any is proposed to be charged:** None.

**City of College Park**  
**RFP #CP-20-04**  
**Independent Legal Counsel for**  
**College Park Ethics Commission**

**Research services cost/hour (e.g., Westlaw):** None.

**Other costs (photocopying, fax, telephone expense):** The firm charges .10¢ per copy. We do not charge for facsimiles or telephone expenses. Costs for Federal Express or similar services, if any, will be billed to the City.

**VII. Insurance Requirements.**

Eccleston and Wolf, P.C. possesses malpractice insurance as required in Section IV of the RFP. The firm will maintain such insurance, in the required amounts, which will insure activities undertaken by the Attorneys on behalf of the City.

**Conclusion**

Thank you for the opportunity to apply for this position. Should you require any further information, please do not hesitate to contact us.

Best regards,

/s/

Victoria M. Shearer

**VICTORIA M. SHEARER**  
**ECCLESTON AND WOLF, P.C.**  
Maryland Office  
Baltimore-Washington Law Center  
7240 Parkway Drive, 4<sup>th</sup> Floor  
Hanover, Maryland 21076  
410-752-7474 / 410-752-0611 (fax)  
[shearer@ewmd.com](mailto:shearer@ewmd.com)

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### **Legal Experience**

- **Eccleston and Wolf, P.C., Hanover, Maryland**  
Principal, January 2020 to present

Duties include the defense of complex civil litigation, in areas of law such as local government litigation and advice and serious personal injury. Responsibilities include defending Counties and municipalities concerning a variety of issues. Duties also include providing pre-litigation advice on matters affecting governmental entities. Conduct all litigation functions, including initial case assessment, written discovery, depositions, motions, expert witnesses, trials and appellate advocacy. Areas of practice listed below.

- **Karpinski, Colaresi & Karp, P.A., Baltimore, Maryland**  
Partner, January 1999 to January 2020

Duties included the defense of complex civil litigation on behalf of local governments and the provision of legal advice to local governments in various areas of law. Also performed general insurance defense litigation in various areas of law. Conducted all litigation functions, including initial case assessment, written discovery, depositions, motions, expert witnesses, trials and appellate advocacy. Areas of practice listed below.

- **George and Bronstein, LLP, Towson, Maryland**  
Associate Attorney, May 1997 to January 1999

Represented clients in all areas of civil business and litigation practice, including zoning law, landlord tenant law, family law, business formation, contracts, mortgage fraud and personal injury. Prepared pleadings and discovery requests/responses. Performed research and drafted motions and briefs at trial and appellate levels.

### **Areas of Practice**

- Local Government Law and Litigation
- General Insurance Defense (premises liability, personal injury, wrongful death, motor torts, product liability, and construction)
- Civil Rights Litigation



- Constitutional Law and Litigation
- Municipal Law and Advice
- Employment Law and Litigation
- Appellate Practice (State and Federal)
- Zoning and Land Use Law and Litigation

### **Education**

- Villanova University (B.A., 1990)
- University of Baltimore School of Law (J.D., 1996)

Univ. of Baltimore *Law Forum*, Staff Editor; Research Assistant, Prof. Martin A. Geer, Univ. of Baltimore School of Law, Fall semester, 1995; Judicial intern, Judge Marvin B. Greenberg, Baltimore City Circuit Court, Fall semester, 1994. Publications: *Madsen v. Women's Health Center*, 25.1 U.Balt. Law Forum 46 (1994); *Podberesky v. Kirwan*, 26.1 U.Balt. Law Forum 40 (1995).

### **State Bar Admissions**

- Maryland (1996)
- District of Columbia (2006)

### **Court Admissions**

- Court of Appeals of Maryland
- Court of Appeals of the District of Columbia
- United States Court of Appeals for the Fourth Circuit
- United States District Court for the District of Maryland
- United States District Court for the District of Columbia
- United States Supreme Court

### **Appointed Positions**

- Town Attorney, Town of Laytonsville, Maryland

### **Volunteer Activities**

- Attorney Grievance Commission, Peer Review Committee, Volunteer Attorney

# Alex Cranford

15 Poultney Street, Baltimore, Md 21230  
Phone: 240-688-6421 E-Mail: [cranford@ewmd.com](mailto:cranford@ewmd.com)

## Experience

**Associate Attorney, Eccleston and Wolf, P.C., Hanover, MD**

**August 2019- Present**

- Drafted pleadings, motions, and written discovery in employment, professional malpractice, and general liability matters.
- Represented clients in trials before the District Court of Maryland.

**Judicial Law Clerk, Circuit Court for Baltimore City, Baltimore, MD**

**July 2018—August 2019**

- Reviewed petitions for guardianship, modification and terminations of trusts, mechanics' liens, oral examinations, alternative service, and waiver of prepaid costs. Drafted orders. Analyzed petitions for deficiencies. Communicated with pro se litigants, attorneys, and various judges. Researched complex issues regarding Maryland statutes, case law, and rules. Managed civil temporary restraining order hearings.

**Law Clerk, Coon and Cole, LLC, Towson, MD**

**August 2017- July 2018**

- Provided legal research and drafted motions for complex civil and Chapter 11 bankruptcy cases.

**Legal Research Assistant, Federal Judicial Center, Washington DC**

**September 2016-August 2017**

- Researched complex legal issues specifically relating to Chapter Nine Municipal Bankruptcy. Compiled large quantities of data, docket research, and settlement agreements into a treatise used to train newly appointed judges.
- Researched and analyzed post conviction habeus corpus petitions in preparation for a report given to the House Judiciary Committee.

**Maryland Court of Special Appeals, Annapolis, MD**

**Summer 2016**

**Judicial Intern to the Honorable James Kenney**

- Reviewed appellate briefs, provided legal research of statutory and case law, and drafted appellate opinions regarding criminal and civil procedures.

**Research Assistant for Professor Larry Gibson, Baltimore MD**

**Summer 2016**

- Provided historical research of Thurgood Marshall's early civil rights litigation in the South by reviewing NAACP legal documents and correspondence.

## Education

**University of Maryland Francis King Carey School of Law, Baltimore MD**

- J.D., May 2018, GPA: 3.32, Class Rank: 55/179
- Activities: Moot Court Participant Entertainment and Sports Law Society, Business Law Student Association

**Salisbury University, Salisbury, MD**

- B.A, *Magna cum laude* in Political Science, June 2015, GPA: 3.78
- Honors: Pi Sigma Alpha (political science honor society), Empire 8 President's List 2011-14, All Empire 8 Academic Team
- Activities: Member of the SU Football Team 2011-2014, President of the SU Political Science Student Association

## BAR ADMISSIONS

Maryland (2018)

District Court of Maryland (Pending)



# 20-O-04

Adoption:

Authorizing the Purchase of a  
Parcel of Land for a Public  
Purpose and the Related  
Sale of a Parcel of Land as it  
is no longer needed for a  
City Public Purpose

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING**



**Prepared By:** Suellen M. Ferguson  
City Attorney

**Meeting Date:** April 14, 2020

**Presented By:** Scott Somers, City Manager  
Suellen M. Ferguson, City Attorney

**Agenda Item:** 20-O-04

**Originating Department:** Administration

**Issue Before Council:** Adoption of Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns ("City Property") adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers ("Sellers Property") to the City, referenced as part of Lot 10.

**Strategic Plan Goal:** Goal 4: Quality Infrastructure

**Background:**

In 1996, the City negotiated an agreement to transfer the City Property to Willie Lee and Mary Emma Sellers adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of the Sellers Property to the City. This exchange of properties was not completed. Ordinance 20-O-04 formally authorizes the exchange of properties by quit claim deed. Additional work may be required in order to convey the properties, as the part of Lot 10 to be acquired by the City has not been previously subdivided. However, the subdivision should be achievable without formal action because Lot 10 is adjacent to a City right of way. In any event, Mrs. Sellers will be requested to sign a contract of sale and any other required documents, subject to approval of the City Attorney, needed to complete the conveyance. The City Property is no longer needed for a public purpose, and the Sellers Property will add to an existing City park.

**Fiscal Impact:**

The transaction is a like-kind exchange and will have no fiscal impact.

**Council Options:**

- 1) Adopt Ordinance 20-O-04.
- 2) Amend and adopt Ordinance 20-O-04
- 3) Decline to adopt Ordinance 20-O-04

**Staff Recommendation:**

Option #1

**Recommended Motion:**

*I move to adopt Ordinance 20-O-04, to authorize the transfer by the City to Mary Emma Sellers 1,800 square feet (0.0606 of an acre of land) of property which it owns adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Mrs. Sellers to the City, referenced as part of Lot 10, and any additional documents necessary to effectuate the transfers, as approved by the City Attorney.*

**Attachments:**

Proposed Ordinance 20-O-04  
Exhibits A and B

**ORDINANCE**  
**OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK TO**  
**AUTHORIZE THE PURCHASE OF A PARCEL OF LAND FOR A PUBLIC PURPOSE**  
**AND THE RELATED SALE OF A PARCEL OF LAND AS IT IS NO LONGER NEEDED**  
**FOR A CITY PUBLIC PURPOSE**

**WHEREAS**, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of College Park (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

**WHEREAS**, pursuant to §5-203 of the Local Government Article, Annotated Code of Maryland, the City pursuant to State law is authorized to sell and convey, with twenty (20) days prior public notice, real property that is no longer required for the City’s public purpose; and

**WHEREAS**, §C1-3 of the Charter of the City of College Park implements and authorizes the Mayor and City Council to exercise the authority granted under State law; and

**WHEREAS**, in 1996, the City negotiated an agreement to transfer to Willie Lee and Mary Emma Sellers (“Sellers”) 1,800 square feet (0.0606 of an acre of land) of property which it owns (“City Property”) adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland 20740 in exchange for the transfer of 233 square feet (0.0054 of an acre of land) of property owned by the Sellers, as husband and wife, (“Sellers Property”) to the City, referenced herein as part of Lot 10; and

CAPS  
 [Brackets]  
 Asterisks \* \* \*

: Indicate matter added to existing law.  
 : Indicate matter deleted from law.  
 : Indicate matter remaining unchanged in existing law but not set forth in Ordinance

**WHEREAS**, the City seeks to acquire the part of Lot 10 owned by the Sellers for the public purpose of enlarging James Adams Park; and

**WHEREAS**, the Mayor and City Council have determined that ownership of the 1800 square feet proposed to be transferred to the Sellers as part of this exchange no longer serves a City public purpose; and

**WHEREAS**, the Mayor and City Council desire to use the authority granted to the City under State Law and the City Charter to exchange the 1,800 square feet of property which it owns adjacent to the Sellers property at 5004 Navahoe Street, College Park, Maryland, 20740, in exchange for the transfer of 233 square feet of property owned by the Sellers, as husband and wife, to the City, referenced herein as part of Lot 10, and all rights appertaining thereto; and

**WHEREAS**, Willie E. Sellars is now deceased, and Mary Emma Sellers is the sole owner of the Property.

**Section 1.** **NOW THEREFORE BE IT ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that the conveyance and sale, and acquisition of, by quit claim deed, the properties described as follows, as a like kind exchange, and for other valuable consideration, and a contract of sale and deeds to effect these transactions, be and it is hereby authorized for the public purpose of enlarging the boundaries of James Adams Park. The 1800 square feet of City Property adjacent to 5004 Navahoe Street no longer serves a public purpose for the City. The properties are further described as:

(i) For conveyance by the City, the 1800 square feet of City Property to be exchanged is more particularly described in attached Exhibit A, which is incorporated herein by reference, and is that same property conveyed to Willie E. Sellers and Mary Emma

Sellers by deed recorded at Liber 4921, folio 210, and recorded among the Land Records of Prince George's County, Maryland.

(ii) For acquisition by the City, the 233 square feet of Sellers Property to be exchanged is more particularly described in attached Exhibit B, which is incorporated herein by reference.

**Section 2.** **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that authorization to transfer by quit claim deed the 1800 square feet of City property to the Sellers is contingent upon the transfer of the 233 square feet of the Sellars Property by quit claim deed to the City within thirty days of request by the City.

**Section 3.** **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that, upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for 7:30 P.M. on the April 14, 2020, shall follow the publication by at least twenty (20) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard.

After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. This Ordinance shall become effective on \_\_\_\_\_, 2020

provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

**INTRODUCED** by the Mayor and Council of the City of College Park, Maryland at a Regular Meeting on the 10<sup>th</sup> day of March, 2020.

**ADOPTED** by the Mayor and Council of the City of College Park, Maryland at a regular meeting on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**EFFECTIVE** the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**ATTEST:**

**CITY OF COLLEGE PARK**

By: \_\_\_\_\_  
Janeen S. Miller, CMC, City Clerk

By: \_\_\_\_\_  
Patrick L. Wojahn, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Suellen M. Ferguson, City Attorney



# Charles P. Johnson & Associates, Inc.

Civil and Environmental Engineers • Planners • Landscape Architects • Surveyors

1751 Elton Rd., Suite 300 • Silver Spring, MD 20903 • 301-434-7000 • Fax: 301-434-9394 • www.cpja.com

September 19, 2018

Tax ID No. 21-2394682

DESCRIPTION OF  
0.0606 OF AN ACRE OF LAND  
BEING PART OF LOT 9, BLOCK 16  
**LAKELAND**  
BERWYN (21<sup>ST</sup>) ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND

**Being** a piece or parcel of land, hereinafter described, lying at the intersection of the Northerly Right-of-Way line of Navahoe Street (platted Augusta Avenue, 50' wide right-of-way), as shown on a Plat of Subdivision entitled "Lakeland" and recorded among the Land Records of Prince George's County, Maryland in Plat Book A on Page 51, and the Easterly Right-of-Way line of Rhode Island Avenue (variable width right-of-way), situate in the City of College Park, and being the property acquired by the City of College Park by virtue of a Deed from Willie Lee Sellers and Mary Emma Sellers, dated April 25, 1978 and recorded among the aforesaid Land Records in Liber 4921 at Folio 110, said property also being part of Lot 9, Block 16 as shown on the aforesaid Plat of Subdivision, and being more particularly described in the Maryland Coordinate System NAD83 (2011) datum as follows

**Beginning** for the said piece or parcel of land at a point on the aforesaid Northerly Right-of-Way line of Navahoe Street, said point being South 65°17'20" West, 3.60 feet, as now surveyed, from a rebar & cap found at the Southerly end of the Common or 200' line between the aforesaid Lot 9, Block 16 and Lot 10, Block 16 as shown on the aforesaid Plat of Subdivision, thence running with and binding on the aforesaid Northerly Right-of-Way line of Navahoe Street, and also running with and binding on the First line as described in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,

1. South 65°17'20" West, 70.00 feet to a point on the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, said point also being on the Easterly Right-of-Way line of the Former Columbia and Maryland Railway as shown on Plats recorded among the aforesaid Land Records in Liber JWB 42 at Folios 40-42, thence leaving the aforesaid Northerly Right-of-Way line of Navahoe Street, and running with and binding on the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, and also running with and binding on the aforesaid Easterly Right-of-Way line of the Former Columbia and Maryland Railway, and further running with and binding on the Second line as described

in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,

2. North 18°09'46" East, 102.88 feet to a point, thence leaving the aforesaid Easterly Right-of-Way line of Rhode Island Avenue, and also leaving the aforesaid Easterly Right-of-Way line of the Former Columbia and Maryland Railway, and running in, through, over and across the aforesaid Lot 9, Block 16, and also running with and binding on the Third line as described in the aforesaid Deed recorded in Liber 4921 at Folio 110, the following course and distance, as now surveyed,
3. South 24°42'40" East, 75.40 feet to the point of beginning, containing 2,639 square feet or 0.0606 of an acre of land.

This description, and the Survey on which it is based, were prepared under my responsible charge and are in compliance with COMAR Reg. 09.13.06.12.

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

9/20/18



A handwritten signature in blue ink, appearing to read "Steven W. Jones", written over a horizontal line.

Steven W. Jones  
Professional Land Surveyor  
MD Lic. # 21072 Exp. 02/08/2019

SKETCH OF  
 0.0606 OF AN ACRE OF LAND  
 BEING PART OF LOT 9, BLOCK 16  
 LAKELAND  
 BERWYN (21st) ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND

SCALE: 1"=40'



**BERWYN HOUSE ROAD**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

**RHODE ISLAND AVENUE**  
 (VARIABLE WIDTH RIGHT-OF-WAY)

**NAVAHOE STREET**  
 (PLATTED AUGUSTA AVENUE)  
 (50' WIDE RIGHT-OF-WAY)

IR&C (LS 2134)  
 P/O LOT 10  
 RB&C (LEA)

COMMON OF 200' LINE  
 LOTS 9 & 10, BLOCK 16  
 P.B.A P. 51

EASTERLY RIGHT-OF-WAY LINE  
 OF FORMER COLUMBIA AND  
 MARYLAND RAILWAY  
 L. JWB 42 F. 40-42

LAKELAND  
 P.B.A P. 51

LOT 11

P/O LOT 9  
 P/O LOT 10

RB&C (121)

REBAR FOUND

102.88'

P/O LOT 9  
 AREA: 2,639 s.f.  
 or 0.0606 Ac.

N18°09'46"E

75.40'

S24°42'40"E

70.00'

S65°17'20"W

POINT OF BEGINNING  
 LEGAL DESCRIPTION

RB&C TIE = 3.60'

NORTHING: 481764.6932  
 EASTING: 1332732.0627

GRAPHIC SCALE



SCALE: 1" = 40'

*Steven W. Jones*  
 STEVEN W. JONES  
 PROFESSIONAL LAND SURVEYOR

MD LIC. # 21072 Exp. 02/08/2019



**CPJ** Charles P. Johnson & Associates, Inc.  
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September 19, 2018

Tax ID No. 21-2394674

DESCRIPTION OF  
0.0054 OF AN ACRE OF LAND  
BEING PART OF LOT 10, BLOCK 16  
**LAKELAND**  
BERWYN (21<sup>ST</sup>) ELECTION DISTRICT  
PRINCE GEORGE'S COUNTY, MARYLAND

**Being** a piece or parcel of land, hereinafter described, lying on the Northerly side of Berwyn House Road (variable width right-of-way) and the Westerly Right-of-Way line of the Former Columbia and Maryland Railway as shown on Plats recorded among the Land Records of Prince George's County, Maryland in Liber JWB 42 at Folios 40-42, situate in the City of College Park, and being the property acquired by Willie Lee Sellers and Mary Emma Sellers by virtue of a Deed from W. Carroll Beatty, et al, dated May 18, 1962 and recorded among the aforesaid Land Records in Liber 2684 at Folio 451, said property also being part of Lot 10, Block 16 as shown on a Plat of Subdivision entitled "Lakeland" and recorded among the aforesaid Land Records in Plat Book A on Page 51, and being more particularly described in the Maryland Coordinate System NAD83 (2011) datum as follows

**Beginning** for the said piece or parcel of land at a rebar and cap (stamped LEA) found on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, said point being on the Common or 200' line between the aforesaid Lot 10, Block 16 and Lot 9, Block 16 as shown on the aforesaid Plat of Subdivision, distant 22.50 feet southerly from the Northerly end thereof, thence leaving the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, and running with and binding on the aforesaid Common line between Lot 9, Block 16 and Lot 10, Block 16 the following course and distance, as now surveyed,

1. North 24°39'46" West, 22.50 feet to a point, thence leaving the aforesaid Common line between Lot 9, Block 16 and Lot 10, Block 16, and continuing with the outline of the aforesaid Lot 10, Block 16 the following course and distance, as now surveyed,
2. North 65°20'14" East, 20.89 feet to a rebar found on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, thence leaving the aforesaid outline of Lot 10, Block 16, and running with and binding on the aforesaid Westerly Right-of-Way line of the Former Columbia and Maryland Railway, and also running in, through,

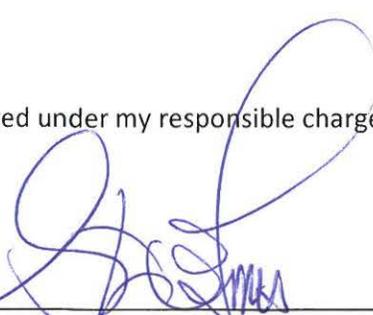
over and across the aforesaid Lot 10, Block 16, the following course and distance, as  
now surveyed,

3. South 18°12'40" West, 30.70 feet to the point of beginning, containing 235 square feet or  
0.0054 of an acre of land.

This description, and the Survey on which it is based, were prepared under my responsible charge  
and are in compliance with COMAR Reg. 09.13.06.12.

Date: 9/20/18



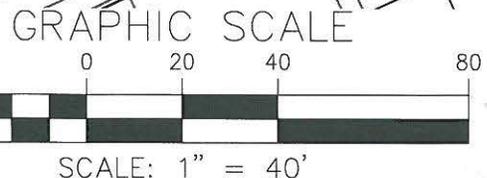
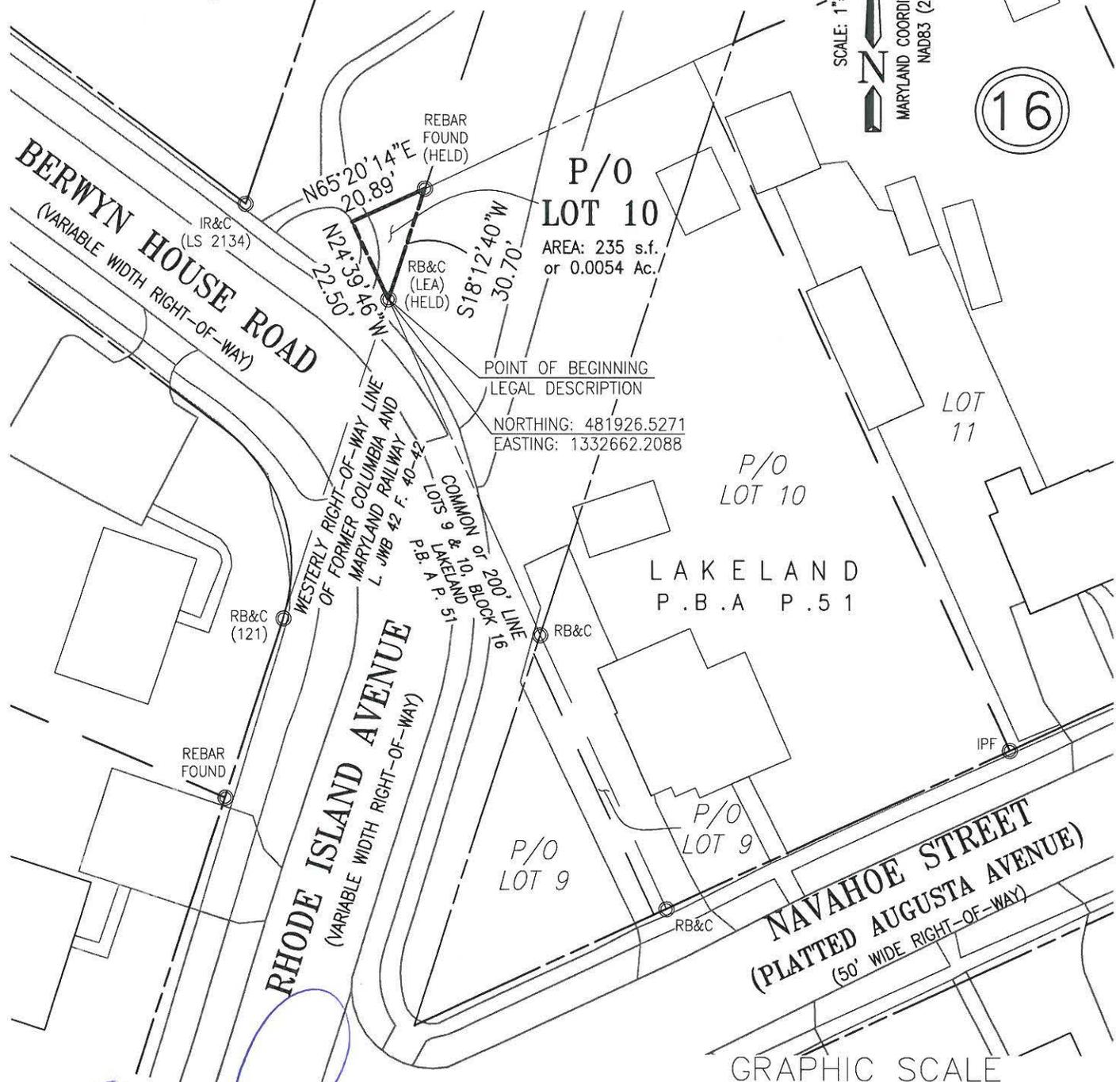
  
Steven W. Jones  
Professional Land Surveyor  
MD Lic. # 21072 Exp. 02/08/2019

SKETCH OF  
 0.0054 OF AN ACRE OF LAND  
 BEING PART OF LOT 10, BLOCK 16  
 LAKELAND  
 BERWYN (21st) ELECTION DISTRICT  
 PRINCE GEORGE'S COUNTY, MARYLAND

SCALE: 1"=40'



16



*Steven W. Jones*  
 STEVEN W. JONES  
 PROFESSIONAL LAND SURVEYOR  
 MD LIC. # 21072 Exp. 02/08/2019



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# 20-G-74

Detailed Site Plan 19037 for  
the Greystar/Knox Road  
development, and Approval  
of a Declaration of  
Covenants

# 20-G-75

Approval of Letter  
Recommending waiver of the  
County School Facilities  
Surcharge for the  
Greystar/Knox Road Student  
Housing Development

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING AGENDA**



**AGENDA ITEM 20-G-75**

**Prepared By:** Bill Gardiner  
Assistant City Manager

**Meeting Date:** April 14, 2020

**Presented By:** Bill Gardiner  
Assistant City Manager

**Consent Agenda:** No

**Originating Department:** Planning, Community, and Economic Development

**Action Requested:** Approval of a letter to the County Council recommending a waiver of the County School Facilities Surcharge for the Greystar Knox Road student housing development

**Strategic Plan Goal:** High Quality Development

**Background/Justification:**

Prince George's County currently applies a School Facilities Surcharge to new residential development inside the beltway of \$9,741 per unit. Studios and efficiency apartments within the US 1 Sector Plan boundaries are exempt. This surcharge covers anticipated increases in public educational services required to accommodate the residents generated by this new development and is considered an impact fee. Waivers and reductions of the fee have been provided for certain types of residential development and to incentivize multi-family development in certain areas. The estimated School Facilities Surcharge for this project (341 units, including 118 efficiency units) is \$2,172,243.

State legislation adopted in 2003 exempted private sector student housing built near the University of Maryland from this surcharge based on its limited or no impact on public schools. All eligible student housing projects built in College Park since this time have received the exemption. The legislation has been amended several times over the years. In 2016, with the support of the City, State law was changed so that in College Park only graduate student housing projects were eligible for an exemption. In 2019 the legislation was amended again and the following language was adopted:

“To promote the goals of the University District Vision 2020, as that vision or plan may be amended from time to time, on recommendation of the City of College Park, the governing body of Prince George's County, by resolution, may exempt some or all of the school facilities surcharge for undergraduate student housing built west of US Route 1, north of Knox Road, and south of Metzert Road.”

Legal counsel for Greystar project submitted a letter (attached) requesting that the City recommend to Prince George's County that an exemption of the school facilities surcharge be approved for this student housing project. The project is being built as student housing targeting University of Maryland students and will be fully furnished and leased by the bed. In support of the University District Vision 2020, it provides new retail and housing in a walkable commercial district. The project would qualify under the law to receive an exemption.

The City Council considered a similar request for the Northgate student housing project in January 2020 and sent a letter to the County Council recommending a partial waiver. During the April 7, 2020 Worksession discussion on the Greystar project, several Councilmembers expressed support for the project but had reservations about recommending a full waiver of the surcharge.

**Fiscal Impact:**

The School Facilities Surcharge is a County fee and does not impact City revenue or expenditures. However, the project is subject to real property taxes. The development team estimates the taxable assessed value will be \$103 million. Based on current state and local tax rates, it would generate approximately \$1.8 million in total taxes annually, as follows:

- City Tax: \$334,750
- County Property Tax: \$993,950
- M-NCPPC Tax: \$302,820
- State Tax: \$115,360
- Stormwater: \$55,620
- WSTC: \$26,780

**Council Options:**

1. Send a letter to the County Council supporting a full or partial waiver of the School Facilities Surcharge.
2. Decline to send a letter to the County Council supporting a waiver of the School Facilities Surcharge.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move to authorize the Mayor to send a letter, in substantially the form attached, to the County Council recommending that the County Council provide a [full or partial] waiver of the School Facilities Surcharge for the Greystar project.*

**Attachments:**

1. Letter from Gibbs & Haller requesting support for an exemption to the School Facilities Surcharge
2. Draft City letter to the County Council regarding the Greystar request for an exemption to the School Facilities Surcharge

LAW OFFICES  
**GIBBS AND HALLER**  
1300 CARAWAY COURT, SUITE 102  
LARGO, MARYLAND 20774

EDWARD C. GIBBS, JR.  
THOMAS H. HALLER  

---

JUSTIN S. KORENBLATT

(301) 306-0033  
FAX (301) 306-0037  
gibbshaller.com

March 30, 2020

The Honorable Patrick L. Wojahn  
Mayor  
City of College Park  
8400 Baltimore Avenue, Suite 375  
College Park, Maryland 20740

Re: Greystar; Knox Road Student Housing Project

Dear Mayor Wojahn:

Please be advised that I represent Greystar GP II, LLC, the ground lessee of 1.65 acres of land located on Knox Road. The property is owned by UMCPF Property IV-B, LLC and UMCPF Property IV-C, LLC, an affiliate of the Terrapin Development Company. Terrapin Development Company is a joint venture real estate and economic development entity between the University of Maryland, College Park and the University of Maryland, College Park Foundation. Greystar was selected as the site developer by Terrapin Development Company after responding to a Request for Proposal.

As you are aware, Greystar filed a preliminary plan of subdivision for the property (4-19028), which was approved last year for the project. Detailed Site Plan DSP-19037 is currently pending before the City Council and the Planning Board. The Detailed Site Plan proposes the construction of a mixed use project containing 341 student housing units and 21,440 square feet of ground floor commercial space. Today, the property contains 14,800 square feet of one-story retail uses and a surface parking lot. On behalf of Greystar and the property owners, we are requesting that the City of College Park designate this project as undergraduate student housing in order

to obtain an exemption from the Prince George=s County School Facilities Surcharge.

Legislation enacted by the General Assembly in 2019 changed the process for implementing the exemption for undergraduate student housing from the imposition of a school facilities surcharge. Specifically, Section 10-192.01(b)(2)(C) provides as follows:

(C) To promote the Goals of the University District Vision 2020, as that vision or plan may be amended from time to time, on recommendation of the City of College Park, the governing body of Prince George's County, by Resolution, may exempt some or all of the school facilities surcharge for undergraduate student housing built west of U.S. Route 1, north of Knox Road, and south of Metzert Road.

Under this provision, in order to qualify for an exemption to the school facilities surcharge, a Resolution must be adopted by the Prince George's County Council and the City of College Park must make a recommendation regarding the request. As part of the consideration of the detailed site plan, we are requesting that the City Council include a recommendation that the proposed student housing be exempted from imposition of the school facilities surcharge.

The authority to approve an exemption from the school facilities surcharge is tied to promoting the goals of the University District Vision 2020. This vision is the product of the College Park City-University Partnership, with a goal of making College Park a top 20 college town by 2020. While much progress has been made toward this goal, many opportunities continue to exist to achieve that vision. The proposed project represents one of those opportunities.

The University District Vision plan encourages the community to continue creating a safer and greener community for families to live in, retain UMD start ups, build up its local public education system, strengthen its network of hiking and biking trails, and attract diverse and exciting business. The proposed development advances this vision in unique ways. The property is located immediately adjacent to campus. In fact, the abutting properties to the north and west are part of the campus and improved with student housing. There is no better location for students to live and for density to be located than this property.

The existing retail development reflects 1960's development patterns with a strip shopping center with surface parking. Greystar proposes to convert the existing driveway which extends through the property into Sterling Place, a vibrant retail street with wide sidewalks which will connect the campus to downtown College Park. This new retail street will provide additional retail opportunities and allow existing businesses to re-open within a new vibrant retail atmosphere.

In addition to removing outdated one-story retail development, the project will also allow for the improvement of existing areas on campus. An existing staircase extends between Montgomery Hall and the proposed development that feed pedestrians onto Lehigh Road, which connects with US 1. Lehigh Road is a driveway serving existing retail uses, it was not constructed with pedestrians in mind. Also, this road extends along the south side of Southgate Park, an open area of campus which fronts on US 1. With the encouragement of the City, and with the cooperation of the University of Maryland, improvements are now proposed which will convert the existing stairs into a grand stair which will provide a seating and gathering area connected to Sterling Place and lead to an ADA compatible sidewalk along a widened Lehigh Road. Further, Southgate Park will be improved to provide a gathering place which not only serves the student community, but also City residents and the many people who visit the city for University of Maryland events. For all of these reasons, the Knox Road project is a transformative project in its ability to make College Park a top 20 college town.

The implementation of the vision that this project represents is not without its challenges. This will be the only project in College Park with underground parking, a necessary but expensive feature to provide the quality of development a site this close to campus requires. Knox Road is also very steep topographically, creating challenges for access and stormwater management. Greystar and the property owners have worked closely with the City to tackle these serious issues, and the partnership approach is evident in the final product that is now before the City Council.

The school facilities surcharge would negatively impact the ability to fulfill the vision for the project as it would pull funds targeted for the improvements adjacent to the project. The proposed project, being as close to campus as it is, will truly function as on-campus housing. To date, no student housing project has been required to pay the school facilities

surcharge as the exemption was previously by right. While we understand that the City is always concerned about the quality of school facilities, the transformative nature of this project and the improvements proposed which will benefit a wide range of constituencies, support allowing these funds to serve other purposes. The additional tax base which will be generated by a property of this magnitude will far exceed any one-time payment which is targeted for school facilities.

For these reasons, the applicant requests that, during its review of Detailed Site Plan (DSP-19037) for Knox Road, the City also recommend to the County Council that it adopt a Resolution exempting the project from the school facilities surcharge.

Thank you for your consideration of this request, and we look forward to continuing to work with the City Council and City Staff to bring an exciting project to the City.

Thank you for your consideration of this request.

Very truly yours,

GIBBS AND HALLER

A handwritten signature in blue ink, appearing to read 'T. Haller', is written over the typed name 'Thomas H. Haller'. The signature is fluid and cursive, extending to the right.

Thomas H. Haller

cc: Scott Somers, City Manager  
Danielle M. Glaros

S:\Gilbane\Northgate\Wojahn2.doc



# CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK MD 20740 | COLLEGEPAKMD.GOV

April 15, 2020

## MAYOR

Patrick L. Wojahn

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240.988.7763

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Prince George's County Council  
County Administration Building  
14741 Governor Oden Bowie Drive  
2<sup>nd</sup> Floor  
Upper Marlboro, MD 20772

### Re: School Facilities Surcharge Waiver Request for the Greystar student housing project in College Park

Dear Prince George's County Council:

The City Council has reviewed and is excited about the proposed Greystar student housing and retail project. The development will replace outdated retail buildings and a parking lot with an active retail street and modern student housing at the nexus of campus and downtown College Park. In addition to the retail options and vibrancy the project will create, it will pay an estimated \$1.8 million annually in state and local taxes.

State legislation passed in 2019 allows the County Council, on recommendation of the City of College Park, to exempt some or all of the school facilities surcharge for undergraduate student housing built within a designated area of College Park. The City Council believes this project promotes the goals of the University District Vision and meets the criteria of undergraduate student housing. It will not create any impact on K-12 schools. Therefore, we respectfully recommend that the County Council provide a [full or partial] waiver of the School Facilities Surcharge.

Thank you for your consideration of the City's position.

Sincerely,

Patrick L. Wojahn  
Mayor

# 20-G-76

Approval of Comments to the  
Maryland Department of  
Planning State  
Clearinghouse  
Re: Old Leonardtown



**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING AGENDA**

**AGENDA ITEM: 20-G-76**

**Prepared By:** Terry Schum, Planning Director

**Meeting Date:** April 14, 2020

**Presented By:** Terry Schum

**Consent Agenda:** No

**Originating Department:** Planning, Community and Economic Development

**Action Requested:** Approval of comments to the Maryland State Clearinghouse for proposed demolition of Old Leonardtown Student Housing.

**Strategic Plan Goal:** Goal #3: High Quality Development and Reinvestment

**Background/Justification:**

The University of Maryland has submitted a project for review by the Maryland State Clearinghouse under the Maryland Intergovernmental Review and Coordination (MIRC) process. The purpose of the Clearinghouse is to help assure that proposed projects will be consistent with the plans, programs, and objectives of State agencies and local governments. Issues resolved through this process enhance the opportunities for project funding and minimize delays during project implementation. The MIRC process provides the opportunity to become aware of and to comment on development in the State of Maryland.

This project is a proposal to demolish six 3-story dormitory residences known as Old Leonardtown that were built in 1972. These buildings are located behind Fraternity Row and adjoin the Old Town neighborhood. Access to them is from Norwich Road and Rosborough Lane. The University of Maryland indicates that the buildings are at the end of their useful life and have become too costly to maintain. The property was previously declared surplus in 2017 and was included in former plans for development of the East Campus area (now the Discovery District). No redevelopment plans have been provided but the Terrapin Development Company (TDC) has an option to develop the property.

The Clearinghouse requests an online response by April 17, 2020. Specifically, they are asking if there is a need for additional information, any adverse comments, and/or inconsistencies with local plans, programs or objectives. If no response is received, the Clearinghouse may assume the reviewer has no comments. The Clearinghouse review referral is included as Attachment 1.

**Fiscal Impact:**

There is no fiscal impact. The property is owned by the University of Maryland and is not subject to real property taxes.

**Council Options:**

1. Send comments to the State Clearinghouse as part of the intergovernmental review process.
2. Do not send comments to the State Clearinghouse.

**Staff Recommendation:**

#1

**Recommended Motion:**

*I move that staff forward comments to the State Clearinghouse that indicate support from the City of College Park for Project # MD202003112-0208 for the demolition of Old Leonardtown student housing. Comments should reflect the expectation of the City Council that the cleared property be maintained as a green area with grass and trees and not be surrounded by fencing. The City requests that plans for the future development of the property be submitted to the City for review. The City would also like to be informed of the number of student housing beds that will be lost due to this project.*

**Attachments:**

1. [http://apps.planning.maryland.gov/EMIRC\\_Files/MD20200312-0208.zip](http://apps.planning.maryland.gov/EMIRC_Files/MD20200312-0208.zip)

# 20-G-62

Approval of Contract  
Amendment for  
College Park Woods  
Clubhouse

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING AGENDA ITEM**



**AGENDA ITEM 20-G-62**

**Prepared By:** Robert Marsili Jr.  
Director, DPW

**Meeting Date:** 4/14/2020

**Presented By:** Robert Marsili Jr.  
Director, DPW

**Consent Agenda:** No

**Originating Department:** Department of Public Works

**Action Requested:** Approval of a Contract Amendment (scope, design and price) for College Park Woods Clubhouse CP-19-05 not to exceed \$999,776 for demolition, design and construction of a new College Park Woods Community Clubhouse facility.

**Strategic Plan Goal:** Goal 4 – Quality Infrastructure

**Background/Justification:**

The City of College Park purchased the College Park Swimming Club property on July 27, 2018. The City asked Buchart Horn Architects to perform a facility assessment report to determine costs to remove the pools, demolish the building, replace, and upgrade necessary components of the facility and to make the facility code compliant and ADA accessible.

On August 19, 2019 the City of College Park awarded a design build contract valued at \$554,670.36 to the Broughton Construction Company. The contractor's initial bid was based on an anticipated simple design with off-the-shelf materials. Consequently, the RFP referenced that "the new design shall be compatible with the residential nature of the surrounding neighborhood, with more windows and a less utilitarian presentation."

In order to achieve the design and construction intent within the original requested budget, the contractor intended to provide a building similar to the original in concert with community input and utilizing aspects of the Buchart Horn study.

During the design phase, two collaboration meetings were held with residents of the Woods Community to gain input and assure the design achieved the needs of the City and community. Consequently, there are several differences between the original scope and the proposed design that contribute to an increase in estimated design and construction cost.

Several factors have contributed to these expanded costs such as the design expanded from 2,200 sq/ft to 2,400 sq/ft. Storefront window aspects were added to the front and rear of the new building. Gender neutral restroom stalls were added along with a pitched flat roof, with high a high open ceiling verses a gable roof. A retractable wall separator was added.

The complexity of the new building requires additional structural design. For example, a simple gable truss roof would be designed and pre-manufactured requiring little to no input from the building structural engineer. In addition to the calculations that will need to be provided, complex design detail for both the engineer and architect will be required. With the design of a pitched flat roof, increased structural support of interior walls is required along with additional continuous footers to carry the load. Further research and details will be needed to construct the custom storefront windows vs simple punched opening type windows that could be purchased off the shelf. If the dormer roof option is selected, extensive detailing will be required for weatherproofing and structural stability. The architectural construction documents will have to include more detail and additional specifications. The open ceiling concept requires diverse construction and mechanical duct layout with a mix of concealed and exposed ceiling diffusers including air curtains to accommodate the storefront and meet energy code requirements.

In general, the contemporary open concept design affects each discipline of the project and increases cost.

Discussion Points of meetings:

- A) Discussion and decide on design.
- B) Approve contract modification for change of scope and additional funding of \$445,106.
- B) Redesign facility to less complex standards (may require additional design funds).
- C) Do not approve contract amendment and continue with original concept design.

**Fiscal Impact:**

The additional funding has been requested and included in the FY2021 Capital Improvement Plan.

**Council Options:**

- 1. Accept the staff recommendation and approve contract modification based on chosen design.
- 2. Ask for more information and delay construction of the new club house.
- 3. Decide not to move forward at this time.

**Staff Recommendation:**

Option #1

**Recommended Motion:**

*I move to approve an amendment to the contract with Broughton Construction Company for the scope and design of the College Park Woods Clubhouse, subject to review and approval of the City Attorney, for an increase in cost of \$445,106, bringing the total cost of the updated Design Build Contract for the College Park Woods Clubhouse to \$999,776.*

**Attachments:**

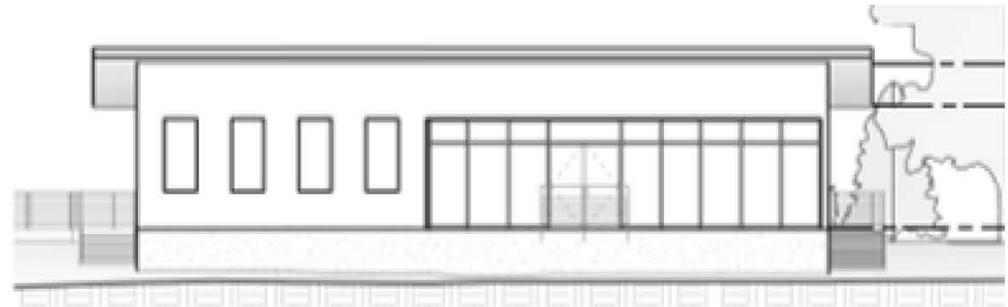
- 1. Conceptual design document
- 2. Contract RFP
- 3. Updated Design & Construction Cost



# College Park Woods Pool Project



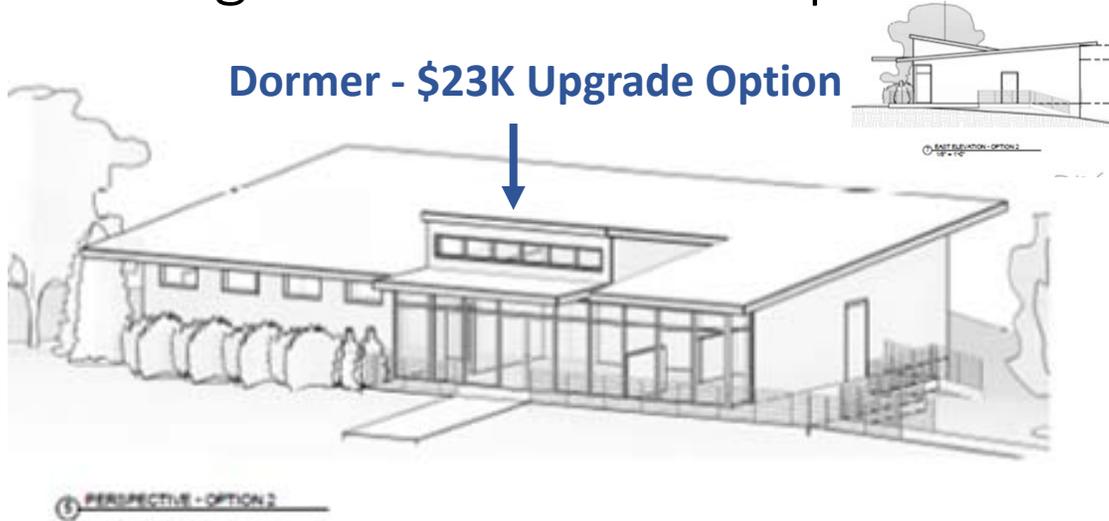
Decision Point Document



# Decision Point – 1

## Building Front View Roof Option

**Dormer - \$23K Upgrade Option**

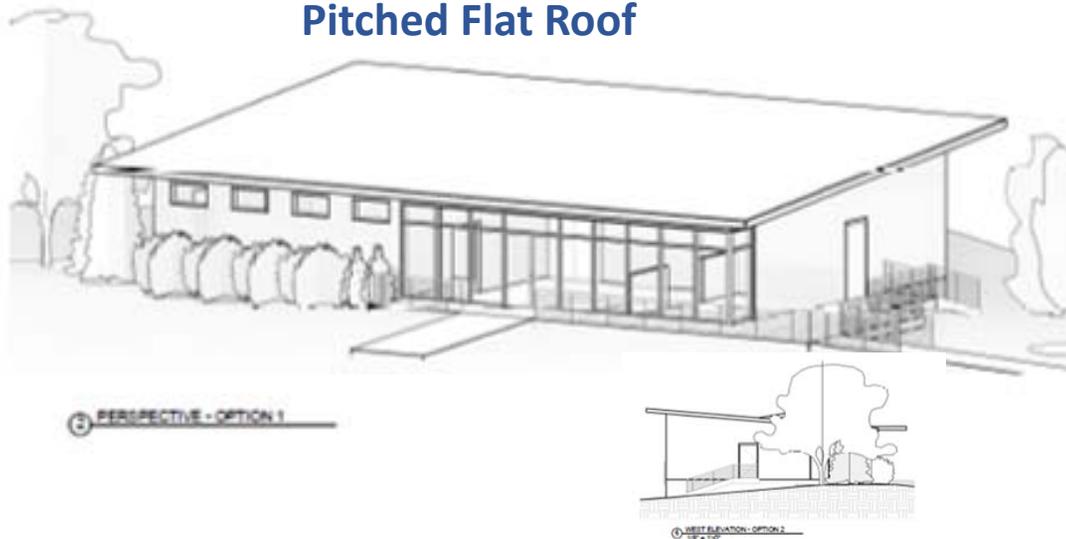


**\$930,340.83**

With Dormer ----

OR

**Pitched Flat Roof**



**\$907,340.83**

Without Dormer --

# Decision Point – 2

## Rear View Glass Wall Option

**Rear of Building Glass Wall - \$11K Upgrade Option**  
(With Double Glass Door Panel)



**\$930,340.83**

With -----  
Rear Glass Wall



OR



**\$919,340.83**

Without -----  
Rear Glass Wall





# Design Build Cost Variance Considerations

Original Concept Design in RFP \$486,000



## Construction of New Facility

Division 02 - Existing Conditions.....	\$19,500
Division 03 - Concrete.....	\$51,700
Division 04 - Masonry.....	\$0
Division 05 - Metals.....	\$0
Division 06 - Wood, Plastics & Composites.....	\$14,300
Division 07 - Thermal & Moisture Protection.....	\$114,900
Division 08 - Openings.....	\$29,000
Division 09 - Finishes.....	\$36,300
Division 10 - Specialties.....	\$3,900
Division 11 - Equipment.....	\$5,400
Division 12 - Furnishings.....	\$13,800
Division 13 - Special Construction.....	\$0
Division 14 - Conveying Systems.....	\$0
Division 21 - Fire Suppression.....	\$0
Division 22 - Plumbing.....	\$36,400
Division 23 - HVAC.....	\$50,800
Division 25 - Integrated Automation.....	\$0
Division 26 - Electrical.....	\$55,100
Division 27 - Communications.....	\$0
Division 31 - Earthwork.....	\$34,700
Division 32 - Exterior Improvements.....	\$20,200
Division 33 - Utilities.....	\$0

**TOTAL PROJECT COST\*** ..... **\$486,000**

New Concept Design with Community input \$930,340.83



CSI#	Scope of Work:	Task Description:	Division Subtotal
DIV 1	General Requirements		\$209,520.00
DIV 2	Demolition & Site Work		\$92,400.00
DIV 3	Concrete		\$84,315.00
DIV 4	Masonry		\$0.00
DIV 5	Metal		\$32,501.70
DIV 6	Carpentry		\$119,092.05
DIV 7	Thermal & Moisture Protection		\$105,682.50
DIV 8	Openings		\$104,868.23
DIV 9	Finishes		\$55,895.07
DIV 10	Accessories		\$9,240.00
DIV 11	Equipment		\$1,848.00
DIV 12	Furnishings		\$0.00
DIV 22	Plumbing		\$17,325.00
DIV 23	HVAC		\$19,635.00
DIV 26	Electrical		\$23,100.00
DIV 27	Communications		\$0.00
DIV 32	Exterior Improvements		\$6,930.00
DIV 33	Utilities		\$0.00
DIV 33			
			\$882,352.55
			\$882,352.55
			\$17,647.05
			\$7,650.00
			\$22,691.24
			\$930,340.83

# Cost Variance Consideration

DPW requested Broughton Construction Co. to provide a breakdown and explanation for the budget change from the original RFP's budget.

## **Broughton's Response:**

- The budget that was published with the RFP (\$560,000) was based on the estimate provided by the architectural firm that created a feasibility study for the RFP. Generally, the estimates provided by the outside consultant is debatable and not-on-point. For example, the RFP's 3D rendering design shows all brick exterior. In the feasibility study's budget breakdown Division 4 – Masonry was costed at \$0. But even with that, the total for the project with demo (Option 1) is \$554,100 – direct construction cost: divisions 02-33 excluded several basic fees (no design, preconstruction or general condition fees were included).
- The design of the building is different. The proposed design published with RFP is a slightly smaller building. The RFP's design has 1 large community room, 2 bathrooms (1 stall and sink per gender), simple kitchen, hall and coat room. The original RFP's design does not have divider wall between the 2 meeting rooms, large storage, no glass transom, soffits, trims, storefronts, open ceilings, architectural beams, toilet partitions, etc.
- During the first community meeting, community and city stated that the original proposed design in RFP is not what the community would like to see built for their community building.

Broughton will continue to work with the City, Community and architectural firm to come to an acceptable budget. Please keep in mind that published budget is in very preliminary stage (based on Schematic Drawings) and the drawings require additional detail for Broughton and subcontractors to price it accurately.

 <b>Broughton Construction Company</b> 4832 Nannie Helen Burroughs Ave., NE Washington, DC 20019 202.589.0067		<b>Design/Build College Park Building</b>		Remove OH/P from the General requirements==>	NO	Merge General Requirements into CSI Divisions====>	NO	1/14/2020	
CSI#	Scope of Work:	Task Description:	Quantity	Overhead	Fee	Line Subtotal	SF of Project 100	SF/Cost of Project \$9,997.76	Division Subtotal
				10%	5%				
DIV 1	General Requirements						Div 1 SF Cost	\$2,965.59	\$296,559.00
Management Team	Project Manager		6 WK			\$16,800.00			
	Preconstruction Management Team		4 WK			\$16,000.00			
	Project Engineer		3.5 WK			\$8,400.00			
	Superintendent		15 WK			\$36,000.00			
	General Labor		1 WK			\$1,400.00			
Temporary Services	Dumpsters		18 EA			\$9,900.00			
	Temporary Utilities		1 EA			\$1,200.00			
	Testing		1 EA			\$2,400.00			
	Temporary Toilet Facilities		6 Mth			\$1,800.00			
	Temporary Fencing		1 LS			\$5,000.00			
	Small Tools		20 WK			\$700.00			
	Miscellaneous Supplies		20 WK			\$700.00			
	Temporary Generator		20 WK			\$8,000.00			
	Office Trailer		6.5 Mth			\$2,275.00			
	Field Ofc.Furniture/Supplies		6.5 Mth			\$975.00			
	Blueprint Plans/Specs.		20 WK			\$400.00			
Permitting	Building Permit	The final Permit Cost TBD	1 EA			\$15,000.00			
	Demo Permit	The final Permit Cost TBD	1 EA			\$300.00			
	Permit Expediting		1 Day			\$4,000.00			
	Inspections		1 EA			\$1,500.00			
Professional Services	Project Photos		1 EA			\$300.00			
	Project & Directional Signage		1 EA			\$300.00			
	Shop Dwgs./Submittals/Copies		18 WK			\$270.00			
	Asbestos Abatement		1 LS			\$16,000.00			
	Design Services		1 LS			\$84,000.00			
	Additional Design fee		1 LS			\$61,635.00			
	Final Cleaning		1 EA			\$1,000.00			
DIV 1				\$0.00	\$0.00				
DIV 2	Demolition & Site Work						Div 2 SF Cost	\$808.50	\$80,850.00
	Site and Building Demolition and Pool Infill		1 LS	\$6,000.00	\$3,300.00	\$69,300.00			
	Excavation		1 LS	\$1,000.00	\$550.00	\$11,550.00			
DIV 2				\$7,000.00	\$3,850.00				
DIV 3	Concrete						Div 3 SF Cost	\$843.15	\$84,315.00
	Foundation		1 LS	\$1,200.00	\$660.00	\$13,860.00			
	Footers		1 LS	\$3,300.00	\$1,815.00	\$38,115.00			
	Slabs		1 LS	\$2,800.00	\$1,540.00	\$32,340.00			
DIV 3				\$7,300.00	\$4,015.00				
DIV 4	Masonry						Div 4 SF Cost	\$0.00	\$0.00
DIV 5	Metal						Div 5 SF Cost	\$325.02	\$32,501.70
	Support for glass transom		33 LF	\$264.00	\$145.20	\$3,049.20			
	Structural support for Storefront		160 LF	\$800.00	\$440.00	\$9,240.00			
	Exterior railing		250 LF	\$1,750.00	\$962.50	\$20,212.50			
DIV 5				\$2,814.00	\$1,547.70				
DIV 6	Carpentry						Div 6A SF Cost	\$1,185.15	\$118,514.55
	Rough Framing for Roof, Exterior and Interior walls		1 LS	\$6,500.00	\$3,575.00	\$75,075.00			
	Safety railing for the back exterior double door		1 LS	\$65.00	\$35.75	\$750.75			
	Finish Carpentry – Trims		1 LS	\$1,000.00	\$550.00	\$11,550.00			
	Architectural beams for the roof at opened ceiling in the meeting rooms and lobby		22 EA	\$2,046.00	\$1,125.30	\$23,631.30			
	Countertops and cabinets (vanity)		1 LS	\$200.00	\$110.00	\$2,310.00			
	Kitchen cabinets and countertop		1 LS	\$450.00	\$247.50	\$5,197.50			
DIV 6A				\$10,261.00	\$5,643.55				
DIV 7	Thermal & Moisture Protection						Div 7 SF Cost	\$999.08	\$99,907.50
	Roofing		1 SF	\$2,700.00	\$1,485.00	\$31,185.00			
	Siding		1 LS	\$3,000.00	\$1,650.00	\$34,650.00			
	Caulking		1 LS	\$1,000.00	\$550.00	\$11,550.00			
	Insulation		1 LS	\$1,400.00	\$770.00	\$16,170.00			
	Waterproofing		1 LS	\$550.00	\$302.50	\$6,352.50			
DIV 7				\$8,650.00	\$4,757.50				
DIV 8	Openings						Div 8 SF Cost	\$1,048.68	\$104,868.23
	Exterior Glass Doors, Frames and Hardware YKKAP clear or bronze anodized		2 EA	\$1,300.00	\$715.00	\$15,015.00			
	Exterior Doors, Frames and Hardware		2 EA	\$210.00	\$115.50	\$2,425.50			
	Interior Single Doors, Frames and Hardware		2 EA	\$102.00	\$56.10	\$1,178.10			
	Interior Double Doors, Frames and Hardware		4 EA	\$384.00	\$211.20	\$4,435.20			
	Cased Openings		2 EA	\$50.00	\$27.50	\$577.50			
	Windows - awnings		4 EA	\$252.00	\$138.60	\$2,910.60			
	Windows		8 EA	\$664.00	\$365.20	\$7,669.20			
	Storefront		785 SF	\$4,317.50	\$2,374.63	\$49,867.13			
	Movable Folding Wall		190 SF	\$1,425.00	\$783.75	\$16,458.75			
	Glass Transom above movable wall		75 SF	\$375.00	\$206.25	\$4,331.25			
DIV 8				\$9,079.50	\$4,993.73				
DIV 9	Finishes						Div 9 SF Cost	\$526.13	\$52,612.56
	Drywall		700 LF	\$630.00	\$346.50	\$7,276.50			
	LVT		2080 SF	\$1,248.00	\$686.40	\$14,414.40			
	Ceramic (bathroom)		762 SF	\$457.20	\$251.46	\$5,280.66			
	Ceiling (ACT)		800 SF	\$440.00	\$242.00	\$5,082.00			
	Painting:								
	Walls (and ceiling if drywall)		700 SF	\$420.00	\$231.00	\$4,851.00			
	Doors and frames		6 EA	\$120.00	\$66.00	\$1,386.00			
	Open ceiling in the lobby and meeting room		1550 SF	\$1,240.00	\$682.00	\$14,322.00			
DIV 9				\$4,555.20	\$2,505.36				
DIV 10	Accessories						Div 10 SF Cost	\$92.40	\$9,240.00
	Toilet accessories	(TP dispenser, mirror, paper towel/waste, soap disp., (3) grab bars, sanitary napkin disp., baby changing station)	1 EA	\$300.00	\$165.00	\$3,465.00			
	Toilet partitions (floor to ceiling, because it is unisex bathroom)		1 EA	\$500.00	\$275.00	\$5,775.00			
DIV 10				\$800.00	\$440.00				
DIV 11	Equipment						Div 11 SF Cost	\$18.48	\$1,848.00
	Refrigerator		1 EA	\$80.00	\$44.00	\$924.00			
	Food warmer		1 EA	\$45.00	\$24.75	\$519.75			
	Microwave		1 EA	\$20.00	\$11.00	\$231.00			
	Coffee maker		1 EA	\$15.00	\$8.25	\$173.25			
DIV 11				\$160.00	\$88.00				
DIV 12	Furnishings						Div 12 SF Cost	\$0.00	\$0.00
DIV 22	Plumbing						Div 22 SF Cost	\$173.25	\$17,325.00
	Plumbing Package		1 LS	\$1,500.00	\$825.00	\$17,325.00			
DIV 22				\$1,500.00	\$825.00				
DIV 23	HVAC						Div 23 SF Cost	\$196.35	\$19,635.00
	Mechanical system		1 LS	\$1,700.00	\$935.00	\$19,635.00			
DIV 23				\$1,700.00	\$935.00				
DIV 26	Electrical						Div 26 SF Cost	\$231.00	\$23,100.00
	Electrical		1 LS	\$2,000.00	\$1,100.00	\$23,100.00			
DIV 26				\$2,000.00	\$1,100.00				
DIV 27	Communications						Div 27 SF Cost	\$0.00	\$0.00
DIV 32	Exterior Improvements						Div 32 SF Cost	\$69.30	\$6,930.00
	Landscaping		1 LS	\$600.00	\$330.00	\$6,930.00			

	<b>Broughton Construction Company</b> 4832 Nannie Helen Burroughs Ave., NE Washington, DC 20019 202.589.0067	<b>Design/Build College Park Building</b>		Remove OH/P from the General requirements==>	NO	Merge General Requirements into CSI Divisions====>	NO		1/14/2020
<b>CSI#</b>	<b>Scope of Work:</b>	<b>Task Description:</b>	<b>Quantity</b>	<b>Overhead</b>	<b>Fee</b>	<b>Line Subtotal</b>	<b>SF of Project</b>	<b>SF/Cost of Project</b>	<b>Division Subtotal</b>
				10%	5%		100	\$9,997.76	
DIV 32				\$600.00	\$330.00				
DIV 33	Utilities						DIV 33 SF Cost	\$0.00	\$0.00
DIV 33				\$0.00	\$0.00				
<b>Project Sub-Totals</b>				\$56,419.70	\$31,030.84				
							<b>Project Subtotal</b>	\$948,206.54	
							Proof Check	\$948,206.54	
							2.00% Contingency	\$18,964.13	
							0.85% Insurance	\$8,220.95	
							2.50% Bond-Not Required	\$24,384.79	
							<b>Project Total w/o Alts</b>	<b>\$999,776.41</b>	

ALTERNATES									
Alternates	Quantity	Overhead	Fee	Line Subtotal	SF of Project	SF/Cost of Project	Division Subtotal		
0 EA		\$0.00	\$0.00	\$0.00					\$0.00
0 EA		\$0.00	\$0.00	\$0.00					\$0.00
0 EA		\$0.00	\$0.00	\$0.00					\$0.00
0 LF		\$0.00	\$0.00	\$0.00					\$0.00
0 LS		\$0.00	\$0.00	\$0.00					\$0.00
0 LS		\$0.00	\$0.00	\$0.00					\$0.00
<b>Alternates Subtotal</b>							<b>Alternates Subtotal</b>	\$0.00	
							Proof Check	\$0.00	
							0.00% A/E Fee	\$0.00	
							0.85% Insurance	\$0.00	
							2.50% Bond-Not Required	\$0.00	
							<b>Alts Total</b>	<b>\$0.00</b>	

Exclusions:

<b>Main Scope Total</b>	\$948,206.54
<b>Alternates Total</b>	\$0.00
<b>Total A/E Fee</b>	\$18,964.13
<b>Total Insurance</b>	\$8,220.95
<b>Total Bond</b>	\$24,384.79
<b>Project Total with Alts</b>	<b>\$999,776.41</b>

# REQUEST FOR PROPOSAL

## RFP CP-19-05

For

### DESIGN-BUILD AND DEMOLITION SERVICES

For:



the City of College Park

City Building Located at 3545 Marlborough Way, College Park, Maryland

#### Bid Submission

**RFP Issue Date: Thursday, May 23, 2019**

**Mandatory Pre-Proposal Meeting Thursday, June 6, 2019 at 11:00 a.m.**

**Proposal Due Date: Thursday, June 20, 2019 at 2:00 p.m.**

## CITY OF COLLEGE PARK RFP-CP-19-05

### ADVERTISEMENT AND BID REQUIREMENTS

The City of College Park, Maryland (“the City”) requests sealed bid proposals on behalf of the City from qualified design-build contractors, as specified in this Request for Proposals (“RFP”) and in the exhibits and all other contract documents (the “Contract Documents”) for the demolition of an existing building, abandonment in place of existing swimming pools, and construction of a community space building, with an add-alternate of repair/replacement of a parking lot (“Project”) at a City owned building located at 3545 Marlborough Way, College Park, Maryland (“Property”).

Three (3) complete sets of bid proposals, plus three (3) thumb drives with the bid proposal in digital format, must be submitted on the specified forms in a sealed envelope containing the Bidder’s name and address, marked **RFP CP-19-05, “Design-Build Community Space”**, and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Thursday, June 20, 2019 at 2:00 p.m.**, at which time the sealed bids will be opened and read publicly. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

A **mandatory pre-bid meeting** for interested bidders will be held on **Thursday, June 6, 2019 at 11:00 a.m.** at 3545 Marlborough Way, College Park, Maryland. The pre-bid meeting is the potential bidder’s opportunity to raise questions or issues of concern regarding this project. Questions and requests for further information must be received on or before June 10, 2019.

Copies of the Contract Documents may be downloaded from the City’s website at [www.collegeparkmd.gov](http://www.collegeparkmd.gov). The RFP package will be listed under the Bids and RFP’s link on the homepage. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509 and select “Option 1”.

The City is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any and all proposals in the best interest of the City.

The Project Manager for this Project is Robert Marsili, Director, Department of Public Works, 240-487-3590, [RMarsili@collegeparkmd.gov](mailto:RMarsili@collegeparkmd.gov). All contact with respect to this RFP must be made through the Project Manager.

CITY OF COLLEGE PARK  
REQUEST FOR PROPOSAL  
RFP CP-19-05

**Design-Build Community Space**

**TABLE OF CONTENTS**

**SECTION I** PROJECT SUMMARY AND INSTRUCTIONS TO PROPOSERS

**SECTION II** PROPOSALS AND EVALUATION

**SECTION III** GENERAL PROVISIONS

**SECTION IV** CITY'S ROLE

**SECTION V** DESIGN-BUILD CONTRACTOR OBLIGATIONS

**SECTION VI** GENERAL TERMS AND CONDITIONS OF THE CONTRACT

**SECTION VII** SPECIAL CONDITIONS OF THE CONTRACT (*NOT USED*)

**SECTION VIII** GENERAL CONDITIONS COSTS

**SECTION IX** SAMPLE CONTRACT DOCUMENTS

**SECTION X** SCHEDULES, REPORTS, AND SCHEDULE OF VALUES

**SECTION XI** PRICE PROPOSAL & REQUIRED FORMS

**TO BE SUBMITTED WITH BID – SEE SECTIONS II AND XIII:**

Staffing Plan

Acknowledgment of Receipt of Addenda

Copy of Contractor License

Price Proposal Form

Itemized Pre-construction Services Fee and Itemized General Conditions Cost

Affidavits

Proposal Bond

Information Regarding the Bidder

Proposed Schedule of Work (preferably Gantt chart)

**SECTION I**

**PROJECT SUMMARY AND**

**INSTRUCTIONS TO PROPOSERS**

## SECTION I – PROJECT SUMMARY AND INSTRUCTIONS TO PROPOSERS

### A. PROJECT SUMMARY

Under this RFP, the City will engage a Design-Builder to provide any and all design, preconstruction and construction services required to design and complete the Project. The Project consists of the demolition of an existing building, abandonment in place of existing swimming pools, and construction of a community space building, with an add-alternate of repair/replacement of a parking lot (“Project”) The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project’s budget.

In 2018, the City of College Park purchased the College Park Swim Club, a 3.66-acre property located at 3545 Marlborough Way, College Park, Maryland (“Property”). The improvements on the Property were built in the early 60s and consist of a main structure with a meeting room on the main level and a bathhouse on the lower level, one large pool and a toddler pool, a basketball court, two storage sheds, and miscellaneous paving and structures. A chain link fence surrounds the pools and structures

The two levels are approximately 1,400 SF each, and are not currently ADA accessible. The meeting room has a maximum capacity for 90 people. The lower level is also used for storage and is in disrepair. Due to the elevation of the sanitary inverts along Marlborough Way, the building uses a pump to lift sanitary waste. There is a large parking lot on the Property, which is not in good repair. A Pool Facility Assessment Report dated July 24, 2018, prepared by Buchart Horn Architects, is attached as Exhibit A. An ALTA survey of the Property is attached as Exhibit B.

The City intends to demolish the main structure/pool house and to construct a community meeting building of approximately 2,200 square feet on the site of the existing pool house. Options will be considered. For example, instead of one large meeting room, consider a couple of smaller rooms for programming for seniors and children. The new design shall be compatible with the residential nature of the surrounding neighborhood, with more windows and a less utilitarian presentation.

The City does not intend to operate the Property as a pool. The existing pool must be abandoned per Prince George’s County building permit requirements. A summary of the County requirements is attached to this RFP as Exhibit C. All utilities must be terminated and the pool filter, heating equipment and filtration piping must be removed from the site. The parking lot must be assessed to determine how best to repair or replace.

The scope of work for the Project (“Scope of Work”) will be divided into two phases: the Design and Preconstruction Phase; and the Construction Phase. The City has an approved construction budget of approximately \$560,000 for this project. The entire Project shall be Substantially Completed by August 1, 2020 (the “Substantial Completion Date”).

During the Design and Preconstruction Phase, the selected Design-Builder, in consultation with the City, will be required to (a) develop and advance the design the Project, in accordance with the City’s programming requirements, to include construction of the new main structure in approximately the same location and accommodation with respect to the sewerage system for the elevation of the sanitary inverts along Marlborough Way, to permit drawings/specifications and submit with the assistance of the City for zoning/mandatory review/storm water management approval and permit(s); (b) progress the permit

drawings/specifications for the Project to construction documents (“Construction Documents”); (c) participate in any on-going community engagement process; (d) complete the zoning/mandatory referral process with the assistance of the City; (e) obtain and pay for all required building and trade permits, including without limitation all construction, storm water management, and demolition approvals; (f) assess the parking lot for options of repair or replacement that are consistent with storm water management and site requirements, and (g) develop a GMP for the Project. In developing the GMP, the Design-Builder will be required to obtain quotes from trade subcontractors based on the approved design documents, which must accommodate site requirements. Construction and construction administration services for early authorized work (e.g., abatement, demolition,) may also occur.

During the Construction Phase, the selected Design-Builder, in consultation with the City, will be required to provide construction and construction administration services to (a) demolish the existing building and, if necessary, conduct abatement of hazardous materials, and haul away and properly dispose of debris; (b) construct a new community meeting structure that is consistent with the Construction Documents, ADA compliant and accommodates the elevation of the sanitary inverts along Marlborough Way; (c) abandon the existing pools in place per Prince George’s County regulations, and (d) at the City’s option, perform parking lot repair or replacement.

1. The Project must be completed and available for occupancy by the City no later than the Substantial Completion Date.
2. Upon selection of the Design-Builder, and approval by the Mayor and City Council of College Park, the Contract will be executed for Design/Pre-Construction services only, which includes the provision by the Design Builder of a Guaranteed Maximum Price for the construction of this Project. If the Design Builder’s Construction Services are required, a Contract amendment will be issued for the GMP and the fee for these services.
3. Generally, it will be the responsibility of the Design-Builder to integrate the design and construction phases, utilizing skills and knowledge of general contracting, to develop schedules; prepare project construction estimates and constructability reviews; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the project during the Design/Pre- Construction phase.
4. During the construction phase, the Design-Builder will be responsible for constructing the Project under the Guaranteed Maximum Price (GMP) inclusive of all construction services therein.
5. Subsequently, and in accordance with the terms and conditions of this RFP, a Modification to the Design-Builder Contract is anticipated to be issued for construction services upon acceptance by the City of the GMP(s) (as described elsewhere in this document). The Contract will govern Design, Pre-Construction and Construction Phases of this Project.
6. Work performed under this Contract shall be in accordance with the "General Terms and Conditions of the Contract” which is included with this RFP, as

modified or supplemented by any Amendments, Special Conditions, and the Contract Documents as listed herein.

7. The City anticipates initial award of a Contract with the successful Construction Manager within 30 days of the Bid Submission Date.

## **B. INSTRUCTIONS TO PROPOSERS**

### **1. PROJECT MANAGER**

- a. Robert Marsili, the Project Manager, Public Services Department, City of College Park, 9217 51<sup>st</sup> Avenue, College Park, MD 20740, 240-487-3590, [rmarsili@collegeparkmd.gov](mailto:rmarsili@collegeparkmd.gov), shall be the sole point of contact with the City for purpose of the preparation and submittal of the proposal in response to this RFP.
- b. All questions on this procurement are to be directed in writing to the Project Manager.

### **2. PRE-PROPOSAL CONFERENCE**

- a. A mandatory pre-proposal conference will be held on June 6, 2019 11:00 a.m. at the Property, 3545 Marlborough Way, College Park, MD 20740.
- b. A walk through of the site will be conducted immediately following the Pre-proposal Conference. All Proposers are strongly encouraged to visit the site prior to preparing any proposal in response to this RFP.

### **3. SUBMISSION REQUIREMENTS/DUE DATE AND TIME**

Three (3) complete sets of the bid proposal forms plus three (3) thumb drives with the bid proposal in digital format must be included in a sealed envelope containing the Bidder's name and address, marked **RFP CP-19-05, "Design-Build and Demolition Services"**, and submitted to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **Thursday, June 20, 2019 at 2:00 p.m.**, at which time they will be publicly opened and read.

Documents to be submitted with the Proposal include:

Cover Letter

Description of the proposed Design-Build Contractor team

Technical Proposal – to include

Describe how your firm would approach completing the tasks and goals identified in this RFP based on your firm's expertise and experience with similar projects.

Describe your approach to identification and management of risks influencing on-time/on-budget completion.

Provide a summary identifying your understanding of the Project scope and important aspects of this Project.

Describe specific project experience related to projects of similar size, scope, type, and project team.

Provide a brief summary of your firm's experience on similar projects, in particular within Prince George's County, within the last seven years

Price Proposal

Information About the Bidder form

Non-Collusion Affidavit  
Affidavit With Respect To Non-Conviction, Non-Suspension and False Pretenses

Proposers mailing proposals shall allow sufficient mail delivery time to insure timely receipt by the Finance Department. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

The City reserves the right to check any reference source at its sole discretion, including sources not identified by the proposer. The City may also consider the performance of the proposer on any/all projects performed for the City prior to submittal of this proposal, including ongoing/active projects, whether identified by the proposer or not.

**4. LATE PROPOSALS**

Any proposal, request for withdrawal, or modification of a proposal that is not received at the designated location, time and date set forth herein will be deemed late and therefore not be considered. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of the Contractor. Exceptions may be authorized, at the sole discretion of the Project Manager, when the reason for the late proposal, late request for withdrawal or late modification of a proposal is due to the action or inaction of the City. A record of the late proposal, request for withdrawal, or modification of the proposal, shall be made in the appropriate procurement file.

**5. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS BY PROPOSER**

- a. Withdrawal of, or modifications to, proposals are effective only if written notice thereof is filed to the Finance Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.
- b. Withdrawal or modifications will not be accepted after the time proposals are due.

**6. QUESTIONS AND CLARIFICATIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing to the Project Manager, by Monday, June 10, 2019 at 3:00 p.m. The Project Manager will issue an addendum to the RFP with the questions and answers on or before Friday, June 14, 2019. Any addenda will be posted to the City's website. It shall be the responsibility of the Bidder to ascertain whether any addenda have been issued by checking the City's website. Bidder must acknowledge the receipt (or "None" if applicable) of any addenda on their Bid Proposal Form. No questions will be accepted after the June 10, 2019 deadline. Upon award of the bid, all questions concerning progress of the work shall be directed to the Project Manager.

**7. TERMINOLOGY**

All references in this RFP to a person or persons are made relative to the singular person, male gender (e.g. "he", "him", "his", etc.) These are intended only as generic terms relative to

number and gender and are employed solely to simplify text and to conform to commonly used construction specification language.

## **8. SITE INVESTIGATION**

By submitting a proposal, the Proposer acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the cost of successfully providing the services required. The City shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the City.

## **9. PROPOSAL SECURITY**

With submission of the Bid Proposal in accordance with this RFP, all Proposers are required to comply with the following proposal security requirements:

- a. The Proposer shall furnish (included with the Bid Proposal) a "Proposal Bond" issued by a surety company licensed to issue bonds in the State of Maryland. The bond must be in an amount not less than five percent (5%) of the total amount of the Price Proposal and shall be in the form specified in the Price Proposal Package of the RFP.
- b. Should the Proposer to whom the contract is awarded fail or be unable to execute the Contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Proposer to whom the award subsequently is made shall be paid to the City not as a penalty but as liquidated damages.
- c. Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the GMP, shall be furnished, in the form specified in **SECTION IX** of this RFP upon acceptance of the GMP by the City.
- d. At the time of presentation of each Guaranteed Maximum Price for each Phase of the work, the Construction Manager will be required to comply with proposal security requirements and provide an additional proposal (bid) bond or other acceptable security on the terms and conditions set forth in 9(a) above. Should the Construction Manager fail to execute the Modification to the Contract, and the City is required to re-solicit for services, then an amount equal to the difference between the accepted price and that of the person or entity that serves as Construction Manager subsequently shall be paid to the City as Liquidated Damages.

## **10. RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES**

- a. The City reserves the right to cancel this RFP at any time before award of the contract. In the event the RFP is withdrawn or cancelled, the City shall not be liable to any Proposer

for the costs incurred in connection with the RFP or the preparation of the Proposer's response.

- b. The City reserves the right to reject either all proposals or any proposal, in whole or part, when it is in the best interest of the City. For the same reason, the City reserves the right to waive any minor irregularity in a proposal.

## **11. IRREVOCABILITY OF PROPOSALS**

- a. The Pre-Construction phase fee price proposal for this project shall be irrevocable for one hundred and twenty (120) calendar days from the proposal due date. If an award is not made during that period, the proposal shall automatically extend for another one hundred twenty (120) days, unless the Contractor gives specific written notice to the Project Manager at least fifteen (15) days before the expiration of the then current one hundred twenty (120) day period. Proposals shall automatically renew for an additional one hundred twenty (120) days until such time as an award is made or proper written notice is given to the City of Contractor's intent to withdraw its proposal. By submission of a proposal, Contractor guarantees that its offer shall be firm for the period specified above.
- b. The Construction Phase fee price proposal shall remain irrevocable until acceptance of the GMP(s) and approval of the follow-on contract modification to reflect the GMP by the Mayor and City Council as applicable.

## **12. LICENSES AND QUALIFICATION**

- a. Proposers must be licensed as required by the Business Regulation Article of the Maryland Annotated Code, (Sections 17-301 through 17-308) and by other applicable law and shall submit proof of current licensing with their proposals.
- b. The City reserves the right to require a Proposer to demonstrate the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

## **13. AMENDMENTS**

Oral explanations or instructions will not be binding; only written Addenda will be binding. Addenda will be listed on the City's website. It shall be the responsibility of the Proposer to ascertain whether any addenda have been issued by checking the City's website. Proposers shall acknowledge the receipt of all Addenda in the space provided on the Proposal Form.

## **14. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straight forward, concise description of the Proposer's offer to meet the requirements of the RFP.

**15. CONFIDENTIAL / PROPRIETARY INFORMATION**

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State pursuant to the Public Information Act (the "PIA"), codified in General Provisions Article ("GP"), Title 4 of the Md. Code Ann. Proposers must clearly indicate each and every SECTION that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface your entire proposal with a proprietary statement.

**16. PROPOSAL AFFIDAVITS**

The Bid/ Proposal Affidavits included in the Proposal Package must be executed by each responding Proposer and submitted with the Proposal.

**17. MULTIPLE / ALTERNATIVE PROPOSALS**

Proposers may not submit more than one (1) proposal nor may Proposers submit an alternate to this RFP.

**18. JOINT VENTURE PROPOSERS**

If the Proposer is a joint venture firm, the Proposer shall provide all identification information for all parties and all requirements for all parties (i.e., licenses, insurance, etc.) as requested. As part of the technical proposal submission under the category of Project Planning - General, the Proposer shall identify the responsibilities of each joint venture party with respect to the scope of services/work inclusive of the requirements for each entity based on such services as described in this RFP document. All joint venture parties will be held responsible for the contract obligations separately and severally.

**19. INCURRED EXPENSES**

The City will not be responsible for any costs incurred by any Proposer in preparation and submittal of a proposal.

**20. DISCUSSIONS**

The City may elect to engage in discussions with one or more Proposers on issues involving price or technical factors at any time prior to selection of the prospective awardee.

**21. REPRESENTATIONS BY PROPOSER**

In submitting a bid, the Proposer certifies that the Proposer:

- a. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of

spouses and domestic partners of employees and/or dependents of domestic partners; or

- b. Will comply with the conditions of §69-6 at time of contract award; or
- c. Is not required to comply with the conditions of §69-6 because of allowable exemption; and
- d. Does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

**23. AWARD OF CONTRACT**

The Contract will be awarded by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the Proposal Price, and the experience, qualifications, references, responsibility and currently available facilities of the Proposer to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.

Except where the City exercises the right reserved herein to reject any or all proposals, the Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The City reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

**24. EXECUTION OF THE CONTRACT**

The Proposer to whom the Contract has been awarded must execute a Contract substantially similar to the one attached within 10 business days after the award and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City as an additional insured for the duration of this project. Failure by the Contractor to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Proposer to whom the award is made shall fail to execute the Contract and performance bond hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the City may reject all of the bids, as its interest may require.

**25. DISCLAIMER**

The RFP, including the documents incorporated and/or referenced in the RFP, have been prepared to solicit proposals, and are not contract offers. The only document that will be binding on the City is the contract, if any, duly executed by the City and the selected Design-Builder. No proposal shall be construed as creating any contractual relationship between the City and any party responding to this RFP.

Nothing contained in this RFP in writing or implied by the selection process shall create any obligation on the part of the City consultant for the services described herein. The City reserves the right at its sole discretion to select any Design-Builder, to decide not to select a Design-Builder or proceed with the Project, or to otherwise modify their approach to the Project.

**END OF SECTION I**

**SECTION II**  
**PROPOSALS AND EVALUATION**

## SECTION II PROPOSALS AND EVALUATION

### A. PROPOSAL SUBMITTALS

Responses to the RFP shall consist of the following:

1. **Verification of Mandatory RFP Requirements:** All Proposers shall submit evidence of compliance with the Mandatory Requirements of this RFP. This evidence must be furnished by all Proposers in their Technical Proposal and Price Proposal submittals.
2. **Technical Proposal and Price Proposal:** Proposers shall submit a Technical Proposal and a Price Proposal. The original Technical Proposal and Price Proposal shall be clearly marked as the originals. Technical Proposals and Price Proposals shall be submitted in a sealed envelope. All required copies of the proposal may be in one envelope. In addition, the following shall also be indicated on the outside of each envelope:
  - a. The Solicitation Number (from the cover page of this Request for Proposal)
  - b. The date and time the proposals are due.
  - c. The title of the project.
  - d. The name of the person, firm or corporation making the proposal.
  - e. For mailed proposals, the exterior packaging must also be clearly labeled with items a through d.
3. **Cover Letter:** A cover letter prepared on the Proposer's business stationery shall accompany the Technical Proposal Submittal. The purpose of this letter is to transmit the Proposal. Therefore, it should be brief, but shall list all items contained within the Proposal in addition to providing contact email and phone number. The letter shall be signed by an individual who is authorized to bind the Proposer firm to all statements, including services and financial, contained in the Proposals. Include a copy of the cover letter in each copy of the proposal.
4. **Signing of Forms:** The Price Proposal, if submitted by an individual, shall be signed by the individual; if submitted by a partnership or joint venture, shall be signed by such member or members of the partnership or joint venture as have authority to bind the partnership or joint venture; if submitted by a corporation, shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer, there shall be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.
5. The information provided with the Technical Proposals, including samples of documents, does not relieve the Design-Builder from any obligations under SECTION V of this RFP. The fact that a Design-Builder is selected does not mean acceptance of all the information or all samples provided.

## **B. TECHNICAL PROPOSAL REQUIREMENTS**

### **1. Key Personnel**

By submitting the individuals for consideration as key personnel, the Proposer is committing these individuals to the City for the duration of the contract, if awarded the contract. Should circumstances necessitate a personnel change, the shall submit a written change request to replace key personnel. All personnel change request shall include sufficient information to demonstrate that the proposed individual meets or exceeds the qualifications of the Key Personnel to be replaced. No personnel changes will be permitted without the prior written authorization by the City. Provide a detailed but concise resume for all named Key Personnel. Such personnel shall include the Architect, Engineering Project Executive, Project Manager (person who despite title, will be responsible for the day to day contact between the Design-Builder and the City), Field Superintendent(s), Cost Estimator, Scheduler or Scheduling Consultant, and other key personnel who may be required.

Within the resume, include the following information about each individual:

- a. Educational background, including degrees received.
  - b. Work experience with the Proposer, including duration of employment, with dates, and position(s) held.
  - c. Work experience with prior employers, including duration of employment, with dates, and position(s) held.
  - d. Project experience, preferably on one or more of the three projects submitted in response to Part B, Subparagraph 4.1 in this Section, with emphasis on projects similar in size and nature to this Project. Indicate if project experience is with a prior employer.
2. **Team Matrix:** Include a matrix that identifies the experience that individual members on the Design-Build team have working together.
3. **Project Design and Planning:**
- a. Provide a description of how the Design-Builder will be organized and managed, and how the services will be performed in the Design, Pre- Construction and Construction Phases. Include Design-Builder team organizational charts for Design, Pre-Construction and Construction services. Project planning that offers the same project manager for Pre-Construction and Construction phases shall be given preference.

- b. Describe how the Proposer intends to attract trade contractors to ensure receipt of multiple bids from qualified contractors for each trade package.
- c. Describe how the Proposer intends to implement and manage construction with the field personnel, home office personnel, and any consultants being proposed.
- d. Identify the person(s) responsible for overall management of this Project, and the key person proposed to be responsible for each of the following activities:
  - Design: Of the community building and water management system
  - Pre-Construction: Interdisciplinary Construction Documents review; constructability reviews; cost models and estimates; schedule; value engineering; procurement.
  - Construction: Coordination of Trade Contractors; vendors, suppliers, safety; quality control/ inspections; submittal review; construction waste monitoring; contract modification review; claims resolution; schedule control; commissioning; payment approval; Sustainability documentation.

Provide a descriptive summary, developed in response to the RFP, of the proposed approach to the services indicated below. This information shall clearly demonstrate the Design-Builder's experience providing these services.

- 4. Safety: Describe safety protocols employed during the implementation of construction. Include information regarding standard daily practices, utilization of weekly "tool box" sessions for Sub-Contractors in which Safety issues are reviewed. Confirm mechanisms employed to monitor entire job site, including site perimeter, to assure safe conditions for all project employees and members of the surrounding community.
- 5. Value Engineering: Describe the process by which Proposer performs value engineering so as to achieve an appropriate balance between costs, aesthetics and function.
- 6. Quality Control: Describe the proposed means of implementation of quality control throughout construction. Provide samples/ examples of the proposed quality control program inclusive of applicable documentation.
- 7. Close-Out Process: Describe typical Close-Out protocols and functional steps previously employed to assure effective close-out and acceptance of prior projects. Identify punchlist procedures, execution of commissioning and TAB requirements and demonstrate satisfactory completion and delivery of all necessary close-out materials, e.g., attic stock, O&M Manuals, project financial reconciliation documents.

8. Provide a Schedule: Develop a realistic conceptual schedule which clearly explains the design, preconstruction, bidding, GMP procurement, GMP proposal submission; construction, acceptance and contract completion phases required to complete the project by the Substantial Completion Date. Show major milestones, major deliveries and durations for major activities.
9. Highest consideration will be given to proposals that include descriptions written specifically in response to this RFP and minimize generic information; that provide all the information requested and comply with the instructions indicated regarding samples documents.
10. Sustainability:

Proposers shall describe the proposed Key Personnel's previous experience with Sustainable or "Green" Building design and construction practices. Description shall include quantity, type and size of project experience for each individual.

### **C. PRICE PROPOSAL**

1. The Price proposal shall be submitted together with the Technical Proposal. The Price Proposal shall include the following documents which are in the Price Proposal Package of the RFP:
  - a. Price Proposal Form and Fee Matrices
  - b. Proposal Bond Form
  - c. Information Regarding the Bidder with References
  - d. Affidavits
2. The Price Proposal shall be completed in ink or typed. The signer shall initial any erasures and/or alterations to the Proposer's pricing in ink. Please note, however, that no changes, alterations or additions to the Price Proposal Form are permitted.

### **D. ORAL PRESENTATION (CITY OPTION)**

1. The City will evaluate the technical and price proposals and may establish a competitive range consisting of the firms whose technical proposals are determined to be the best technically qualified. Upon completion of the technical evaluation, the City may elect to conduct Oral Presentations with each of these firms. Proposers will be notified of the date, time, and location of the Oral Presentations.
2. The purpose of the oral presentation is as follows:
  - 2.1 To allow the City to meet the Proposer's key personnel.
  - 2.2 To allow the Proposer to highlight aspects of the selected areas of its Technical Proposal; i.e. Experience and Performance, Key Personnel, and Project Planning.

- 2.3 To respond to specific topics that the City may request in writing before the presentation day.
3. It is anticipated that Proposer will be requested to have at least the following personnel attend and be an integral part of the presentation: Project Executive, Project Manager, Cost Estimator, Scheduler or Schedule Consultant.

#### **E. AWARD CRITERIA AND EVALUATION OF PROPOSALS**

1. Evaluation of proposals will be based on criteria at the City's sole discretion, but will broadly be based on overall best value with respect to the following criteria (in no particular order).
  - Experience completing similar projects with respect to both scope and size
  - Project team credentials, availability, and ability to work with current team members
  - Ability to meet both budget and schedule and provide high quality work
  - Pre-Construction and Construction Fees, General Conditions, GMP
  - References
2. The City may determine a short list of Design-Build firms for interviews, upon review of the Proposals submitted.
3. The City reserves the right to request clarifying information from any and all Proposers at any time during the evaluation process.
  - 3.1 Emphasis will be placed on accuracy, clarity, succinctness, and completeness.
  - 3.2 Based on the results of the evaluation, the City may develop a list of the firms that are deemed technically qualified to perform the services required under this Contract.
  - 3.3 Price Proposals will be evaluated based on the combined price of the Design-Builder fee for Design/Pre-Construction Phase services, the Design-Builder fee for Construction Phase services, and the General Conditions.
  - 3.4 The City may elect to request Best and Final Price Offers.
4. Negotiations:
  - 4.1 The City reserves the right to make an award based on initial offers without conducting negotiations. If negotiations are conducted after receipt of the final offers, each offer shall be reevaluated as above, and based on the Evaluation Factors, a recommendation for award shall be made.
  - 4.2 At the discretion of the Project Manager, if it is in the best interest of the City, the negotiation / final offer process may be repeated. A due date will be specified. Failure to submit a best and final offer may not disqualify a

Proposer, and their previous offer may be construed as their best and final offer.

5. Award:
  - 5.1 The City, considering the evaluation of the Technical and Price Proposals, will identify those proposals considered both technically acceptable and susceptible of award.
  - 5.2 Should the City elect to proceed with award of the contract, the Mayor and City Council will award the Contract to the lowest priced, technically acceptable Proposer, following completion of the evaluation process described herein.

**END OF SECTION II**

**SECTION III**  
**GENERAL PROVISIONS**

## SECTION III GENERAL PROVISIONS

### A. GENERAL

1. The selected Design-Builder should be prepared to attend weekly Project meetings for the duration of the Project, and other meetings as required.
  - a. Pre-Construction Phase Design-Builder Services and Construction Phase Design-Build Services are required for this Project.
  - b. The project will be designed and constructed utilizing sustainable building concepts. The project will comply with the Maryland Green Building Council's High-Performance Green Building program, with concentration on reducing building energy consumption and Enhanced Commissioning of all systems. Refer to SECTION VIII of this RFP regarding responsibilities of the Design-Builder during the construction phase.

2. The Guaranteed Maximum Price includes:

- 2.1 The Direct Construction Costs, including GMP Allowances, GMP Allocations and Alternates chosen by the City; General Conditions of Construction; the GMP Contingency; and the Design Builder's Construction Services Fee.

The GMP is limited to the Project Construction Cost Limit which is \$560,000.00.

### B. PROJECT SCHEDULE

1. Services during Design and Pre-Construction: The Design-Builder shall provide Design and Pre- Construction Services as indicated in SECTION V for the full development of the Project's design to 100% Construction Documents, including preparation and submission of a GMP.
2. The GMP shall be submitted in writing within eight (8) weeks after the City's approval of the 100% Conceptual Design unless a different period is authorized by the City. The City reserves the right to adjust this period when particular circumstances of the Project or special conditions make such adjustment beneficial to the Project.
3. Services during Construction: The Design-Builder shall provide Construction Services as identified in Section V of this RFP.

- a. Multiple bid packages/fast tracking may, at the City's option, be required to meet the target completion schedule. No additional Design-Builder fees shall be charged if this option is chosen.
- b. Construction Phase: The building construction commences on the date of the Notice to Proceed (NTP) with the construction phase of the Project and ends on the date of Substantial Completion.
- c. Acceptance Phase: The duration of the acceptance phase is from the date of Substantial Completion to the date of Final Completion. The duration will be measured in calendar days, and is: ninety (90) days.
- d. Contract Completion Phase: The duration of the contract completion phase is from the date of Final Acceptance to the date of Final Completion. Final Completion is the completion of the punch list. The duration will be one hundred twenty (120) calendar days.
- e. Warranty Period: The duration of the warranty period is one year from the date of Final Completion.
- f. Changes to dates and durations shall not be cause for additional construction or pre-construction service fees. The Design and Pre-construction services are based on the level of effort required for these services and not on the duration.

**C. PURPOSE AND DEFINITION OF DESIGN BUILD WITH GUARANTEED MAXIMUM PRICE**

- 1. The "Guaranteed Maximum Price" (GMP) method of project delivery centers on the active involvement of the Design-Builder.
- 2. During the Design and Pre-Construction Phase, the Design-Builder shall utilize his skills and knowledge of construction to develop schedules, recommend alternates, prepare construction cost models and estimates, conduct value engineering studies, study labor conditions, identify and address constructability issues, and advise on the most efficient sequencing of construction work for the Project. The Pre-Construction phase includes the Design Builder's bidding and negotiations with trades and other sub-contractors required to prepare the GMP, and submission of the GMP. The City will pay the Design-Builder a fixed Design and Pre- Construction Phase Design-Builder fee for this work; this fee shall include all costs for Design-Builder Design and Pre-Construction Services.
- 3. During the Construction Phase, the Design-Builder shall provide all services to manage the Project (inclusive of the award and management of all trade and other sub-contractor contracts) including, but not limited to, review of contract modifications (change orders), quality control and inspections, schedule maintenance, cost control, meetings, review of submittals, processing and monitoring of RFIs and substitution requests, claims resolution, and coordination and communication with the Project Manager.

4. During the acceptance phase, the Design-Builder shall provide all services to manage completion of the construction work, perform other completion activities and provide other deliverables, and submit as-built drawings, complete submission of documentation for the sustainable building rating system, and provide the building information model deliverable.
5. During the contract completion phase, the Design-Builder shall submit the final contract report, provide other contract completion documents, and resolve any final contractual issues prior to receipt of final payment.
6. During the warranty period, the Design-Builder shall participate in warranty inspections and resolution of warranty issues as they arise, and manage and coordinate with the City any testing, maintenance, and other specified post-substantial completion activities.
7. Performance of Work by Design-Builder Subsidiary, or Design-Builder Affiliate: The City will only consider allowing the Design Builder, or a company that is a subsidiary or affiliate of the Design Builder, to submit a bid to perform Work in a trade contract if the City determines that such circumstance is a benefit to the project. The Design-Builder shall conduct scope review meetings for such packages only in the presence of City personnel.
8. The Project is an "open book" job whereby the City may attend any and all meetings, and have access to any and all Design-Builder records on the Project. The City will pay the Design-Builder for its fixed Construction Phase Design-Builder fees and for fixed General Conditions.
9. Construction Management Procedures, which are to be established by the Design-Builder during the Design and Pre-Construction Phase, shall allow for the integration of all design and Construction Phase components of this Project. The team approach shall from Project inception strive for project delivery that is timely, cost effective, and within the required quality standards set by the City.

**D. RELATIONSHIP OF CITY AND DESIGN BUILDER**

The Design-Builder accepts a relationship of trust and confidence between himself and the City. The Design-Builder agrees to furnish his best skills and his best judgment and to cooperate with the Architects and consultants in furthering the interests of the City, and the Project. The Design-Builder shall furnish efficient and professional architectural and engineering services, business administration, and field supervision and shall use his best efforts to perform the work in the best and most expeditious, economical manner consistent with the interests of the City, and in strict compliance with the Construction Documents, including reasonable implications therein.

**E. PROJECT TEAM:** The Design Builder and the City, and any other project consultants, may be referred to as "Project Team".

**F. DESIGN-BUILDER FEES:** Design-Builder fees shall be submitted on the following basis:

1. Design and Pre-Construction Services Fee

- a. The Design-Builder fee for Design shall include an all-inclusive lump sum fee for provision of architectural/design services as described in SECTION V for the building and sanitary waste system.
- b. The Design-Builder fee shall be an all-inclusive lump sum fee for provision of the required services as described in SECTION V for each of the Design Phases.
- c. The Design-Builder shall include the costs of the insurance and bonds required for Pre-Construction services within the Pre- Construction Services Fee Price Proposal.

2. Construction Services Fee

The Design-Builder fee shall be an all-inclusive lump sum fee which includes:

- a. Design-Builder home office overhead and local office support staff: This cost include officers, home office and local office support staff not covered under General Conditions. Typically, this is personnel which is not located onsite full-time during construction. The Design Builder shall provide information to establish personnel to be covered by the Design-Builder construction services fee.
  - b. Design-Builder Profit
- 2.1 The only Design-Builder costs which are not to be included in the Design-Builder fee are trade contracts, General Conditions costs including field personnel, and the GMP Contingency.
- 2.2 Revisions to the Project Construction Cost Limit made by the City in order to accommodate the work of the Project(s) shall not result in an increase to the Design-Builder's fees or General Conditions unless the building's gross square footage is significantly increased or the Project's program is substantially altered, resulting in an increased level of effort for the Design-Builder. Increase to the Design-Builder's fees or General Conditions due to a change in the Project Construction Cost Limit will not be considered by the City unless the Design-Builder can demonstrate that the change results in an increased level of effort.
- 2.3 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 10% increase in GMP. The City may allow a fee adjustment proportional to the original DESIGN-BUILDER's Construction Services Fee on the amount exceeding the indicated percentage if the conditions listed below are met:

- i. The Design-Builder 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 Design-Builder Construction Services Fee increases associated with a higher GMP
- iii. if the estimates provided by the Design-Builder are inaccurate regardless of the reason for the inaccuracy.
- iv. The City will not consider any Design-Builder Construction Services Fee increases associated with a higher GMP if the review of the bidding process does not demonstrate the Design-Builder has provided due diligence getting competitive trade contractor pricing.

2.5. The criteria to adjust the Construction Services Fee listed above shall also apply to projects where the level of effort or the Project Construction Cost is reduced. In these cases, the Design-Builder shall reduce the construction phase fee accordingly.

2.6 The adjustment of the Construction Services Fees will be done only once and will occur at the time the GMP is submitted (or the Total GMP if multiple GMPs are provided) or shortly after.

### 3. General Conditions

- 3.1 General Conditions are a fixed lump sum amount within the GMP. The Design-Builder shall submit the General Conditions amount with the Price Proposal.
- 3.2 Refer to SECTION VIII in this document for requirements regarding General Conditions.
- 3.3 Refer to SECTION II for General Conditions proposal submission requirements.

### 4. GMP Contingency

5. The amount of the GMP Contingency is to be quoted by the Design-Builder but must be a minimum of:

**1.75%** of the Project Construction Cost.

See SECTION V for details on this contingency.

**G. PROJECT ALLOWANCES**

1. Project allowances for which an amount is shown on the Price Proposal will be included in the awarded Contract. All allowances in the Contract are project allowances except those that are in the guaranteed maximum price.
2. The Design-Builder shall use allowances only with City authorization. Costs related to allowances that are not identified in the allowance description shall be included in the Design-Builder's fees or the general conditions cost as is appropriate.
3. Cost overruns of project allowances will be covered by the City unless noted otherwise; unused amounts of project allowances will revert to the City.
4. Project Allowances descriptions:
  - 4.1 Allowance No. 1: Permit Required Peer Review
  - 4.2 Allowance No. 2: Site Investigation: This allowance shall cover all necessary site investigation practices to identify site conditions and constraints that will impact the beneficial development of this project.
  - 4.3 Allowance No. 3: Peer Reviews During Preconstruction Phase: This allowance shall cover peer design reviews of MEP and other building systems, and other design consultation services as authorized by the City.

**H. CORRESPONDENCE:** Correspondence between the Design-Builder and the City shall be transmitted via the project management system and hard copy unless directed otherwise.

**I. ABBREVIATIONS:** The following are abbreviations used throughout this RFP:

BIM	Building Information Modeling
CD	Construction Documents
CPM	Critical Path Method
CSI	Construction Specifications Institute
CxA	Commissioning Agent
DD	Design Development
GMP	Guaranteed Maximum Price
GSF	Gross Square Feet
LEED	Leadership in Energy & Environmental Design
MDOT	Maryland Department of Transportation
NASF	Net Assignable Square Feet
NTP	Notice to Proceed
OFE	Owner-furnished equipment

RFI      Requests for Information  
RFP      Request for Proposal  
SD       Schematic Design  
USGBC   U.S. Green Building Council

**J. TERMINOLOGY:** The following are some of the terms used throughout this RFP:

**Amendment**    A change to this Request for Proposal that is issued by the City, also referred to as addendum.

**Contract Documents**    The contract between the City and the Design-Builder is comprised of a number of documents, referred to as the Contract Documents.

**Project Construction**    Also known as “GMP Limit”, is the maximum Cost Limit amount available for the construction contract.

**GMP Contingency**    The contingency within the GMP for use by the Design-Builder after obtaining City approval, as defined in SECTION V in this document.

**LEED**    Leadership in Energy and Environmental Design. It is a Green Building rating system developed by the U.S. Green Building Council (USGBC) which measures sustainable design and construction characteristics of buildings.

**Modification or Contract Modification**    A change to the Contract that is issued by the City also referred to as change order.

**Project**        All activities, regardless of contract, which are being performed to complete the facility.

**Project Team**    The City and the DESIGN-BUILDER and its consultants.

**Program**        Document delineating the nature of the building and its requirements, including number and type of spaces, and other specific requirements for the building and its site.

**Proposer**        firm submitting a proposal in response to the RFP.

**END OF SECTION III**

**SECTION IV**  
**CITY'S ROLES**

## **SECTION IV CITY'S ROLES**

### **A. INFORMATION REQUIREMENTS**

The City will provide and furnish information regarding its requirements for the Project as applicable and as needed during all phases of the Project.

### **B. DESIGNATED REPRESENTATIVE**

The City designates the Project Manager who will be the City contact point during Pre-Construction and Construction Phases. This representative will be the primary channel of communication to the City and will act as the City's liaison with the DESIGN-BUILDER.

### **C. PAYMENTS TO DESIGN BUILDER**

1. Payment requests shall be submitted on City approved forms.
2. Refer to SECTION X of this document for requirements for schedule of values and cost-loaded construction schedules.
3. Application for payment shall be submitted on/or about the 25th day of each month, but not less than thirty (30) days after commencement of service. Draft copies of the invoice shall be prepared for review by the City and the Project Manager by the 20th day of each month.
4. Pre-Construction Services Phase:
  - a. Payments will be made based on work accomplished. The Design-Builder will be paid on a monthly basis for 100% of the approved fee earned.
  - b. If the Design-Builder fails to submit the required deliverables within the time prescribed, or revisions thereof within the requested time, the City may withhold approval of progress payments for Design-Builder fees until such time as the Design-Builder submits the required documents.
  - c. Payments for allowances will be based on actual invoices with no mark-up.
5. Construction Phase

Payments will be made based on the progress of the Trade Contract work and based upon the latest updated Detailed Construction Schedule.

#### 5.1 Construction Services Fees:

- a. If the Design-Builder fails to submit the required construction phase documents or deliverables within the time prescribed, or revisions thereof within the requested time, the City may withhold approval of progress payments for Design-Builder fees until such time as the Design-Builder submits the required documents.
- b. The Design-Builder will be paid ninety percent (90%) of the earned Construction Services Fee at substantial completion. This supersedes terms elsewhere in the Contract Documents. Ten (10%) will be retained until the Acceptance and Contract Completion phases are completed.

## 5.2 Trade-Contracts and Suppliers

- a. Progress payments will be made on the current Schedule of Values derived from the updated Detailed Construction Schedule that has been accepted by the City.
- b. Each application for payment shall include the electronic file for the updated Detailed Construction Schedule from which it is derived, and the associated submissions required in SECTION X in this document.
- c. No markup for overhead or profit will be charged by the Design-Builder for trade contracts or suppliers.
- d. Progress payments to Trade Contractors shall be administered in accordance with the General Conditions; that is, ninety-five percent (95%) of trade contracts and supplier invoices will be paid with five percent (5%) being withheld as retainage.

## 5.3 General Conditions

- a. Payment for General Conditions will be made monthly based on the percentage of completion of the Trade Contractors' work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.
- b. The Design-Builder will be paid ninety percent (90%) of the General Conditions amount at Substantial Completion. Ten (10%) will be retained until the Acceptance and Contract Completion Phases are completed.

## 5.4 Acceptance Phase

- a. The Design-Builder will be paid ninety-five percent (95%) of the earned Construction Services Fee up to the date of final completion.

- b. The Design-Builder will be paid ninety-five percent (95%) of the General Conditions amount up to the date of final completion. Five (5%) will be retained until the Contract Completion Phase is completed.

5.5 Contract Completion Phase

- a. The Design-Builder will be paid one-hundred percent (100%) of the General Conditions and earned Construction Services Fee up to the final payment.

**D. PAYMENT OF CITY OBLIGATIONS**

Payments to the Design-Builder pursuant to this Contract shall be made in accordance with the provisions of the General Conditions.

**E. SET OF DOCUMENTS AVAILABLE TO PROPOSERS:**

The documents are available at [www.collegeparkmd.gov](http://www.collegeparkmd.gov).

**F. AVAILABLE RECORD DOCUMENTS**

Upon request, the City will make accessible to the Proposers any available record drawings, utility plans, and other data pertinent to existing conditions to the extent that such material is available. The City offers no assurances that such drawings, property description, or other data are accurate, current or complete.

Such documents must be used, or copied, at the City offices or other location where they are provided. The Proposers shall assume the responsibility for cost of reproduction as well as replacing any damaged documents.

**END OF SECTION IV**

**SECTION V**

**DESIGN BUILDER'S OBLIGATION**

## SECTION V – DESIGN BUILDER'S OBLIGATIONS

The Design Builder's obligation is to provide all design services and construction management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project; construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project administration, management and coordination of subcontractors; to conduct subsurface investigation work if and as required for the Project and furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to complete the Project.

### A. DESIGN SERVICES

- 1. Planning and Conceptual Design** – The Design-Builder's architect shall:
  - a. Prepare conceptual design options for the site plan and building for review, revision, and approval by the City.
  - b. In concert with the civil engineer, prepare conceptual site plan options for review, revision, and approval by the City.
- 2. Entitlements**
  - a. The Project shall require preparation of a Detailed Site Plan for Mandatory Referral review by the Maryland-National Capital Park and Planning Commission (M-NCPPC). The Design-Builder's architect shall work with the City, the Project Manager and other team members to provide any materials necessary for meetings, presentations, or submissions to the necessary parties.
  - b. Attend all public meetings and/or hearings, and coordinate responses to public comment.
- 3. Design** – The Design-Builder's architect and team shall design:
  - a. Schematic Design, including both plans and narrative scopes.
  - b. Design Development - Generation of floor plans, building elevations, etc.
  - c. Energy and water efficiency goals narrative with energy modeling support.
  - d. Waste water system
  - e. Preparation of Drawings and Specifications for construction to include all architectural, interior design, landscape design, signage, branding, tel/data/security/AV, structural, mechanical, plumbing, electrical and fire protection work necessary to complete the proposed improvements in accordance with all applicable regulations and requirements.
  - f. LEED Checklist.
- 4. Community Outreach** – The Design-Builder shall attend meetings of the Mayor and Council and at least one community meeting as part of the design process.

### B. PRE-CONSTRUCTION SERVICES

The Design-Builder shall provide Pre-Construction Phase services as required inclusive of the submittal of an acceptable Guaranteed Maximum Price(s). The Design-Builder shall be responsible for preparing and submitting all of the required permit applications that are necessary to complete the Project. The Design-

Builder shall develop a list of the required permits and shall track the progress of all such permits through the review process. The Design- Builder shall update the Project Manager with the status of each permit that is required for the Project. The Design-Builder shall engage such permit expeditors as the Design-Builder deems necessary or appropriate in light of the Project's schedule. The Design-Builder shall prepare such materials and make such presentations as are necessary to obtain the required land use and entitlement approvals. Approvals may be required from (i) Maryland National Capital Park and Planning Commission staff and the Planning Board, and (ii) the Prince George' County Department of Inspections, Permits and Enforcement. Given the nature of the Work, it is not envisioned that such approvals will require extensive hearings or submissions. The Design-Builder shall actively participate in the process during the design phases.

#### 1. General Requirements

The Design-Builder shall meet with the City to fully understand the Project scope, and all other pertinent aspects of the Project, The Design-Builder shall become an integral member of the Project Team and shall develop project procedures, in cooperation with the City, which will be used as a guide for the management and coordination of this Project.

- 1.1 The Design-Builder shall advise the Project Manager on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing.
- 1.2 The Design-Builder shall provide value engineering services, scheduling services, constructability review services, Construction Documents interdisciplinary review services, cost modeling and estimating services, site utilization and logistics planning, and a GMP.
- 1.3 Printing/Reproduction
  - a. No hard copies to be provided. All material will be made available via PDF format. Costs for hard copies that the Design-Builder requires for any purpose shall be covered by the Design-Builder's Pre- Construction services fee.
  - b. Cost for any interim printing/reproduction that is required to obtain price information from other parties, or cost of any printing/reproduction for any other purpose during the pre-construction phase shall be included in the Pre-construction Services Fee.

#### 2. Value Engineering Services

- 2.1 The Design-Builder shall obtain a full and comprehensive understanding of the intent of the City. The Design-Builder shall provide Value Engineering services and offer cost savings suggestions and best value recommendations to the City. All recommendations shall be fully reviewed with and approved by the City prior to implementation.

- 2.2 Value Engineering shall result in a design that is most effective in first costs as well as long term operational costs relative to issues of energy use and facility maintainability. The goal is to achieve a balance between costs, aesthetics, and function.
- 2.3 Value Engineering studies shall be continuous as the design is being developed, and shall be provided on timely basis within the design schedule. 'Continuous' means that, in addition to the Value Engineering studies required at the end of each design phase, the Design-Builder shall assist the Design Team in evaluating the costs of elements of the design for the purpose of developing timely cost data during design phases.
- 2.4 Value Engineering shall be conducted throughout the design process to evaluate design alternatives for the purpose of identifying cost saving. Design-Builder shall provide cost analysis for alternate building design options, such as building materials, mechanical systems, and other options and methods of construction.
- 2.5 The Design-Builder shall notify the City in writing upon observing any features in the design that appear to be ambiguous, confusing, conflicting or erroneous.
- 2.6 The Design-Builder shall conduct a major value engineering study at the completion of each design phase utilizing the design submissions and Construction Documents. This study shall include, but not be limited to, the following activities:
  - a. Review design submissions and Construction Documents. This review process shall include detailed review of all Construction Documents including drawings, specifications, studies, test reports, and technical and design reports.
  - b. Develop value engineering concepts for consideration by the City.
  - c. Provide a written Value Engineering report and submit to the City within two (2) weeks of the initial and subsequent value engineering meetings. This report shall include a summary of value engineering items, detailed written pro/con evaluation of options, and applicable cost savings.
  - d. Conduct a formal presentation of the study.
  - e. Provide a revised report documenting the accepted and rejected items.

### 3. Constructability Review Services

- 3.1 The Design-Builder shall provide organized constructability reviews of design submissions for the purpose of identifying design errors and

omissions, coordination, and interdisciplinary conflicts in the design, and for the purpose of improving the design, minimizing RFIs, achieve a more cost effective construction, eliminating added costs and negative effects on the quality of construction.

- 3.2 Design-Builder shall review design documents produced by the Design Team at the conclusion of each design phase except for 100% CD's for constructability issues. Provide the following at the completion of each Constructability Review:
  - a. A complete report identifying the constructability issues.
  - b. Marked up drawings and specifications as necessary to clearly convey the review comments and recommendations.
- 3.3 The Design-Builder shall verify that his constructability comments and recommendations have been implemented or addressed in the design phase following each review.

#### 4. Construction Cost Modeling and Cost Estimating Services

- 4.1 The Design-Builder shall develop a project cost model reflecting the Project Construction Cost Limit. The cost model shall be based on the available project documents, including the Building Construction Program and shall be submitted to the City within thirty (30) days from the date of Notice to Proceed for Pre-Construction services.
- 4.2 Each cost model shall contain the base construction cost estimate in CSI format, including the cost estimate for proposed alternates, Design-Builder General Conditions, Design-Builder fees, and GMP Contingency.
- 4.3 Due to the changing economic climate, estimates shall be construction based, not data based, that is, the Design-Builder shall obtain pricing of trade work based directly on his experience in the market.
- 4.4 The Design-Builder shall provide estimates for each design submission (SD, DD, 50% CDs, and 95% CDs).
- 4.5 The Design-Builder shall provide detailed cost estimates within the timeframe indicated in SECTION III. B. "Project Schedule" in this RFP.
- 4.6 Project Construction Cost Limit is identified elsewhere in the RFP. The estimating for add alternates shall start as soon as alternates are identified and shall be complete and include the same level of detail and accuracy as the estimates for the base design at each design phase.
- 4.7 The Design-Builder cost model and each of the subsequent cost estimate submissions to the City shall include a written description of the Design-Builder's methodology for developing the specific estimate submitted.

- 4.8 In the event that the Construction Cost Estimate exceeds the Project Construction Cost Limit at any design phase, the Design-Builder shall work in conjunction with the City to redesign the facility as necessary to maintain the Project program and meet the Project Construction Cost Limit without additional compensation to the Design-Builder.
- 4.9 The Design-Builder's detailed Construction Cost estimates will be reviewed by the City for reasonableness and compatibility with the Project Construction Cost Limit.

5. Site Utilization and Logistics Planning Services

- 5.1 The Design-Builder shall anticipate and effectively address the impact of construction work on the areas surrounding the site and the community. This includes both on-site construction activities, and off-site activities that impact the nearby roads, or other off-site areas. The plan shall include items such as staging areas, parking and transportation issues (for both occupant of surrounding buildings and construction workers), traffic considerations, security, deliveries to adjacent buildings, construction noise and vibration impact on surrounding buildings, and any other activity, regardless of its duration, which will occur or have an impact on the campus or surrounding areas.
- 5.2 Submit the initial plan with the SD review comments. A complete site utilization and logistics plan shall be submitted with the intermediate progress set review comments. Final revisions shall be included with the 95% CD review comments. The plan is subject to approval of the City.

6. Construction Documents Interdisciplinary Review Services

- 6.1 Project Allowance: The Design-Builder shall include an allowance in the Pre- Construction Services Fee to hire an independent qualified firm to provide a thorough 95% CD interdisciplinary coordination review. The project allowance is identified in SECTION III of this RFP.

The Design-Builder shall be responsible for a thorough interdisciplinary coordination review of the 95% Construction Drawings and Specifications before Trade Contract Bidding and shall provide comments in writing. Review methodology shall utilize a structured and industry accepted process. The interdisciplinary review firm shall review the final 100% CDs to verify that all comments generated by the review have been incorporated and shall notify the City in writing of any comments that have not been addressed.

- 6.2 In addition to review described above, the Design-Builder shall review the drawings and specifications through-out the design phases as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Design-Builder shall provide comments in writing to the Architect and the City upon observing any features

in the plans or specifications which appear ambiguous, confusing, conflicting or erroneous. The goal of this coordination effort is to identify conditions in the CDs for the purpose of minimizing RFIs, eliminating added costs and negative effects on the quality of construction.

- 6.3 Ambiguous, confusing, conflicting, uncoordinated, and/or erroneous aspects of the design discovered by the Design-Builder in the design documents and CDs during the review process shall be understood to be corrected, and all associated costs shall be included in the DESIGN-BUILDER's Guaranteed Maximum Price.
- 6.4 The 95% interdisciplinary review shall result in the following deliverables:
  - a. Marked up sets of the 95% CDs and other documents prepared by the Design Team for the submission.
  - b. A written description of each interdisciplinary issue noted as problematic, including background information.
  - c. Written report inclusive of DESIGN-BUILDER's comments and remedial recommendations. Cost shall be included in the Design-Builder Pre- Construction and Construction fee.

## 7. Scheduling Services

- 7.1 The Design-Builder shall provide scheduling services during Pre-Construction. Requirements are detailed in SECTION X of this document.

## 8. Construction Guaranteed Maximum Price (GMP)

- 8.1 Upon completion of the 100% Construction Documents (or at the completion of the Design Phase agreed upon by The Design-Builder and the City) The Design-Builder shall develop and provide the GMP(s) to the City in writing within the timeframe indicated in SECTION III of this RFP.
- 8.2 The GMP shall not exceed the Project Construction Cost Limit. The GMP shall include construction costs, and all other projected costs. The GMP includes the following cost items, which shall be identified separately:
  - a. Direct construction costs (Trade Contracts)
  - b. Alternates
  - c. GMP Contingency
  - d. GMP Allocations
  - e. GMP Allowances
  - f. General Conditions
  - g. Design-Builder Construction Services Fee

The GMP contingency shall only impact items a. Direct Construction Costs, and b. Alternates. The City may allow inclusion of GMP Contingency on

specific GMP Allowance and GMP Allocation expenditures based on the complexity of the items and the number of trades involved.

- 8.3 The Design-Builder shall solicit and receive competitive bids on all trade packages and/or materials as the basis for each GMP proposal submission.
- 8.4 The Design-Builder shall utilize the City approved Construction Documents as prepared by the Design Team to prepare scopes of work for each trade package. Each scope of work shall include, but not be limited to, anticipated work hours to address the coordination between or among trades, outages and any other conditions that may impact the bids/proposals. The Design-Builder shall review the General Conditions Costs section of this RFP in detail before preparing the scope of work of each trade to ensure the trade packages are consistent with the requirements of that Section. The Design-Builder shall verify that the scopes of work do not include items covered under the Design-Builder General Conditions or Design-Builder fees. Alternatively, the scope of work shall include the items listed as "In Trade Contract" in the General Conditions Costs section.
- 8.5 The Design-Builder shall conduct a pre-qualification process for all prospective Trade Contractors prior to solicitation of bids for trade packages and/or materials for the GMP proposal to ensure that all bidders/proposers have the necessary expertise required for the project. Pre-qualification procedures, including any forms to be used for this purpose, are to be submitted to the City for review and approval, at least ten (10) calendar days in advance of any Design-Builder solicitation of Trade Contractors for this purpose.
- 8.6 The Design-Builder shall advertise this opportunity to a broad spectrum of potential sources using, for example, its own network, local newspaper(s) of record, trade associations, local chambers of commerce and other outlets expected to promote interest in competing for the trade packages.
- 8.7 The Design-Builder shall promptly prepare and issue minutes of all scope review meetings conducted with trade contract proposers, regardless of attendance to these meeting by City's representatives.
- 8.8 The Design-Builder will endeavor to receive GMP bids at a single location to facilitate attendance and oversight of the process by the City.
- 8.9 The Design-Builder may reject some or all bids and repeat the bidding for the trade work or re-package the trade work activity with the City's approval. The City may reject any Trade Contractor recommended by the DESIGN-BUILDER, upon which The Design-Builder shall recommend an acceptable substitute.
- 8.10 After review by the City of the selected Trade Contractors, The Design-Builder shall submit the GMP to the City in accordance with the schedule.

- 8.11 In the event that the total projected construction costs exceed the Project Construction Cost Limit, the City reserves the right to direct the Design-Builder to work in conjunction with the Design Team to redesign the Project as necessary to maintain the program and meet the Project Construction Cost Limit as follows:
- a. After consultation with the City, The Design-Builder shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.
  - b. Develop and provide to the City a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
  - c. Analyze the Design Team's originally submitted and as- altered and redrafted Construction Documents and make recommendations to the City as to ways to reduce the costs of constructing the project to a sum which does not exceed the Project Construction Cost Limit.

Notwithstanding anything to the contrary in the RFP, The Design-Builder shall perform the work set forth in this SECTION without additional compensation.

It is understood that the City has the right to reject any GMP as originally submitted or resubmitted and that the Contract consequently will terminate according to its terms.

- 8.12 The Design-Builder's detailed construction cost estimates and GMP will be reviewed by the Architect and the City for reasonableness and compatibility with the Project Construction Cost Limit. Meetings and negotiations between City, Architect and the Design-Builder will be held to resolve questions and differences that may occur between the Project Construction Cost Limit and the DESIGN-BUILDER's construction cost estimate and corresponding GMP. If indicated by the Project Construction Cost Limit or other circumstances, the Design-Builder shall work with the City and Architect to reach a mutually acceptable GMP.
- 8.13 The Design-Builder shall provide the City with a Standard Performance and Standard Labor and Material Payment Bond for 100% of each GMP as set forth in this RFP and the General Terms and Conditions of the Contract, along with the signed Contract Modification, within ten (10) calendar days.
- 8.14 All Pre-Construction phase printing and deliveries shall be included in the Design-Builder's Pre-Construction fee. The method of delivery of documents to bidders shall be approved by the City to ensure a cost effective distribution of the Documents and Addenda.

8.15 Replacement of the trade contractors after the City's acceptance of the Guaranteed Maximum Price Proposal is not allowed unless specifically authorized by the City.

9. GMP Savings

9.1 Savings from the GMP at the end of the Project shall revert to the City and the Design-Builder on a 75/25 percent basis, i.e., 25 percent of savings shall revert to the DESIGN-BUILDER, except for Design-Builder fees and General Conditions, which revert to the DESIGN-BUILDER, and GMP Allowances and GMP Allocations which revert to the City.

9.2 After the GMP submission, cost savings from items that should have been proposed as Value Engineering savings or material substitution savings will revert one hundred percent (100%) to the City.

10. Trade Contractor Buyout

10.1 Trade Contractor Buyout is defined as the difference between the submitted Trade Contractor Proposed Amount listed in the GMP and the executed Trade Contractor Contract Amount.

10.2 Any change to the Trade Contractors submitted in the GMP must be approved by the City. The Design-Builder shall submit a detailed explanation and justification explaining why the new Trade Contractor proposed provides a benefit to the project and the City.

10.3 The Design-Builder shall submit copies of contracts signed with trade contractors to the City within thirty (30) calendar days from execution.

10.4 The Design-Builder will only be allowed to use savings from trade contract buyouts to cover trade contract overruns under the following conditions:

a. The use of buyout savings to cover overruns will be allowed before trade contracts are executed or within thirty (30) calendar days from the date the contract or contract modification awarding the GMP is executed, whichever occurs first.

b. In the case of projects with multiple GMPs, the thirty (30) calendar days will be counted from the date that the contract modification awarding the last GMP associated with building construction is awarded.

c. Once trade contracts are executed or the indicated time has elapsed, the only source to cover trade contract overruns is GMP contingency.

d. GMPs associated with individual trade packages where bidding is delayed or postponed, regardless of the reason, are excluded from consideration for the use of buyout savings to cover overruns (e.g.,

AV, technology, lab equipment and FF&E, etc.). Specific approval from the City is required for exceptional cases.

- e. Contractors shall provide proper justification and documentation supporting any trade contract overrun which requires use of buyout savings.
- f. If a trade contract overrun is close to the difference between the amount of the proposed trade contractor bid and the next bidder, The Design-Builder shall hold independent discussions with both bidders (or more bidders if more one bid meets this criteria) and verify that the proposed trade contractor offers the best value to the City.
- g. The Design-Builder shall submit the total buyout savings proposal to the City as soon as practical but not later than 45 days from the date the last GMP associated with building construction is awarded. Savings generated by trade contractor buyouts shall revert to the City and the Design-Builder as previously noted under "GMP Savings" in this SECTION.

## 11. GMP Allocations

- 11.1 The Guaranteed Maximum Price Proposal includes GMP allocations established by the Design-Builder and approved by the City. GMP allocations cover scopes of work which cannot be included in a lump sum bid because a precise scope cannot be defined or a competitive bid obtained, however, the number of GMP allocations shall be minimal. Plug numbers to hold scope are prohibited in the guaranteed maximum price.
- 11.2 The Design-Builder shall obtain the City's approval of the intended use of GMP allocations prior to such use.
- 11.3 GMP allocations are not allowed within subcontracts and shall not be included in any trade contract bids. When practical, the Design-Builder shall bid the work or services in GMP allocations. GMP allocations shall be used strictly for the purposes for which they are established.
- 11.4 GMP allocations shall not include costs or scopes of work that are included in other GMP cost categories.
- 11.5 Cost overruns of GMP allocations will be covered by the GMP contingency; unused amounts of GMP allocations will revert to the City.
- 11.6 The Design-Builder shall provide written justification for each GMP allocation. GMP allocations shall be clearly identified and tabulated in the GMP.

## 12. GMP Allowances

- 12.1 The Guaranteed Maximum Price Proposal includes GMP allowances established by the City at the City's discretion.
- 12.2 The Design-Builder shall obtain the City's approval of the intended use of GMP allowances prior to such use.
- 12.3 GMP allowances are not allowed within subcontracts and shall not be included in any trade contract bids.
- 12.4 When practical, the Design-Builder shall bid the work or services in GMP allowances. GMP allowances shall be used strictly for the purposes for which they are established.
- 12.5 GMP allowances shall not include costs or scopes of work that are included in other GMP cost categories.
- 12.6 Cost overruns of GMP allowances will be covered by the City; unused amounts of GMP allowances will revert to the City.
- 12.7 When practical, the Design-Builder shall bid the work and/or services covered by GMP Allocations and GMP Allowances

### 13. Contingencies

#### 13.1 City's Construction Contingency

The City will establish its own construction contingency for its own purposes and to use at its own option.

#### 13.2 GMP Contingency

- a. The GMP shall include Design-Builder controlled construction contingency (GMP Contingency) in an amount approved by the City, to protect the Construction Manager against the risks assumed in providing the GMP for the Project. The City and the Design-Builder acknowledges that the contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) costs of corrective work not provided for elsewhere, and (4) expediting/ accelerating of the work to meet scheduled completion dates (if required).
- b. The GMP Contingency is not allocated to any particular item of the Cost of the Work, and is established for the DESIGN-BUILDER's use as may be required for increases in costs incurred in the Work from unforeseeable causes or details not capable of reasonable anticipation at the time of the City's approval of the GMP. It is understood that the

amount of the GMP contingency is the maximum sum available to the Design-Builder to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the GMP contingency will be borne by the DESIGN-BUILDER.

- c. The GMP contingency may be applied to any items within the Cost of the Work without the necessity of a change order without constituting a change in the Work, and without resulting in any change in the GMP. The Design-Builder will notify the City of the Design-Builder's intent to apply any part of the GMP contingency to any item within the Cost of the Work prior to any such application.
- d. The amount of the GMP contingency is the amount quoted by the Design-Builder in its Price Proposal to the City. The City retains the right to specifically request revisions to the amount of the GMP contingency prior to the City's acceptance and approval of the GMP.

14. Non-Acceptance of the GMP and Termination of City – Design Builder Contract.

14.1 The City, at its sole discretion, may decline to accept the Design-Builder's GMP for any Construction Phase and thereupon without penalty; the Contract shall terminate according to its terms at the end of the Pre- Construction Phase or Phase of the work under contract

14.2 In any event, such termination shall likewise terminate all further services and obligations of the Design-Builder. The Design-Builder shall accept the amount given in the price proposal as full and complete reimbursement of all costs and services performed by the Design-Builder for Pre-Construction Services or the Construction Phase services under contract, and shall not be entitled to any further amount for services set forth under or related to this RFP. Thereafter, the City shall have the right to continue its activities to place the project under construction with no obligation or restriction regarding the Design-Builder and with full ownership and use of any data and information developed during Pre-Construction activities.

14.3 Termination under this SECTION is in addition to the termination provisions set forth elsewhere in the Contract including, but not limited to, the General Terms and Conditions.

15. Ownership of Documents: All data information, material and matter of any nature and all copies thereof in any and all forms whatsoever developed by the Design-Builder or in the Design-Builder's possession or control relating to the Project are the property of the City and shall be turned over to the City within thirty (30) days at the City's request.

16. The Design-Builder shall obtain the use and occupancy permit from Prince George's County.

## C. CONSTRUCTION SERVICES

The Design-Builder shall provide Construction Phase services as required to complete construction of the Project and to maintain the established GMP of the Project:

1. Provide continued consultation during continuing Project development. Upon acceptance of the GMP, The Design-Builder shall continue to advise and assist the City and Architect during the continuing design activities as described in Part A in this SECTION.
2. Project Construction Costs
  - 2.1 The Design-Builder recognizes that the City has a limit on the project construction costs. The City's Project Construction Cost Limit is set forth elsewhere in the RFP. This amount is referred to in this RFP as the Project Construction Cost Limit or the GMP Limit.
  - 2.2 Upon completion of work, any and all non-expended funds remaining in any GMP revert to the City and the Design-Builder as previously noted under "GMP Savings" in Part A of this SECTION.
3. Cost Management
  - 3.1 The Design-Builder shall develop and maintain an effective system of Project cost control. The Design-Builder shall refine and update the approved GMP, incorporate City approved changes as they occur, and develop reports and forecasts as needed, or as directed by the City. The Design-Builder shall identify variances between actual and estimated costs and advise City whenever projected cost exceeds allowances or estimates.
  - 3.2 The Design-Builder shall check and supervise all material deliveries, equipment and labor entering the work site. The Design-Builder shall maintain cost accounting records on authorized work performed under unit costs, actual costs for labor and material, and afford the City access to these records and preserve them for a period of three (3) years after final payment. The City reserves the right to audit these records during that period.
  - 3.3 The Design-Builder shall submit cost reports on a monthly basis. Include the expenses of Trade Contracts, general conditions, GMP allowances, GMP allocations, GMP Contingency, and any other Project expenses.
  - 3.4 The Design-Builder shall submit a complete package to the City of all executed Trade Contracts and purchase orders.
  - 3.5 The Design-Builder shall manage the change request process. The Design-Builder shall review trade contractor change orders and confirm entitlement, scope of work, quantities and negotiate a reasonable cost before submission

to the City. Submit change requests for changes to the Contract, use of a project allowance, use of a GMP allocation, use of a GMP allowance, and use of the GMP contingency. Identify which category each change request is.

4. Project Scheduling

4.1 The Design-Builder shall provide scheduling services included in the Design-Builder fee during Construction. Requirements are detailed in SECTION X of this document.

5. Trade Contracts

5.1 After acceptance of the GMP and issuance of the construction contract amendment to the Design-Builder for Construction, the Design-Builder shall place, through his office, contracts or purchase orders to the successful Trade Contractors or Suppliers. (The term Trade Contractors, if used in this Contract, means Sub-Contractors, and the term Sub-Contractors, as in the Contract, shall include Trade Contractors.)

5.2 The Design-Builder shall require the Trade Contractors to provide the applicable contract documents inclusive of insurance certificates, performance and payment bonds, (by submission of letters of intent, copies of purchase orders, etc.).

5.3 All contract documents between the Design-Builder and the Trade Contractors are to be made available for review by the City when requested.

6. Project Control

6.1 Project Personnel

a. The DESIGN-BUILDER's on-site representatives shall manage the work of the Trade Contractors and coordinate the work with the activities and responsibilities of the City and the Architect to complete the Project in accordance with the City's objectives regarding cost, time and quality.

b. The Design-Builder shall maintain a competent and adequate full-time staff approved by the City at the project site to coordinate and provide adequate direction of the work and to monitor progress of the Trade Contractors on the Project at all times. The minimum on-site personnel for this Project are identified in SECTION VIII.

c. It is understood that the designated and approved on-site resident Design-Builder representatives will remain on the job and in responsible charge as long as those persons remain employed by the DESIGN-BUILDER, unless the City has reason to agree otherwise

during the course of the project and a contract amendment is issued accordingly by the City.

## 6.2 On-site Coordination/ Management

- a. The Design-Builder shall establish an on-site organization and lines of authority in order to carry out the overall plans of the Project Team.
- b. The Design-Builder shall conduct orientation sessions for its on-site field staff and Trade Contractor's staff, as applicable, as to the Project Procedures as developed during the Pre- Construction Phase. City representatives may attend such sessions.
- c. The Design-Builder shall provide for all coordination with the on-site Sub-Contractors the necessary on-site services for the construction activities and on-site requirements of the Construction Manager, City and Architect. The Design-Builder will provide offices for the Architect and the City in accordance with the UMCP General Conditions.
- d. The Design-Builder shall require all Trade Contractors to submit a Trade Contractor's Daily Report which is to include, but not be limited to, a summary of work performed, information required, status of Contract Modification T&M work, materials received, and safety incidents. Such documents shall be available for review by the City's on-site representative. A copy of the same shall be uploaded to the City Project Management System.
- e. The Design-Builder shall accept delivery and arrange for storage, protection and security for any City purchased materials, systems and equipment which are a part of the work.

## 6.3 Meetings

- a. The Design-Builder shall schedule regular bi-weekly progress meetings, monthly owner's meetings, pre-installation meetings and other meetings as may be directed by the City, at which Trade Contractors, City, Architect, and other designated representatives, and the Design-Builder can discuss jointly such matters as construction progress, scheduling, and construction-related issues.
- b. Work Initiation Conference: This is an interactive gathering conducted by the City at commencement of construction to coordinate and discuss processes and procedures. Participants include the Design-Builder, Architect, Architect's consultants, client, major trade contractors, and state agency inspectors. Conference topics will include participants' roles; Contract requirements; schedule; a review of the Construction Documents; an overview of construction, problem areas, and issues

requiring particular attention; site utilization, traffic, cranes, and deliveries; prevailing wage rates; meetings, phone directory and other administrative issues; change requests; coordination of submittals, requests for information, Architect's field reports, and other construction administration activities amongst the Design-Builder, Architect, and City; safety; Design-Builder's quality control; testing and inspections; commissioning; and other topics.

Conference topics will include the DESIGN-BUILDER's safety and health program; accidents; DESIGN-BUILDER's quality control plan; procedures for testing and inspections; the City's quality assurance activities; close-in inspections, inspections by fire marshal and electrical inspector, and other inspections; roles and responsibilities; scheduling of activities; outages; interface with City and the client institution; and other topics.

- c. Pre-Construction meeting with County and third party inspectors
- d. Pre-Construction meeting with peer reviewers
- e. Progress meetings shall be held bi-weekly. The Design-Builder will conduct the progress meetings with the assistance of the Architect. The Design-Builder will prepare detailed minutes of each progress meeting and distribute them electronically to attendees and others as requested by the City. The Architect and Project Manager shall review the minutes and submit comments to the Design-Builder within two (2) business days of receipt. The Design-Builder will incorporate comments received from the Architect, Project Manager and other attendees and issue the official meeting minutes not later than three (3) business days before the subsequent progress meeting. In case of disagreement with a comment, the City will make the final determination.
- f. Owners' Meetings shall be held monthly. The Construction Manager shall conduct the owner's meeting and provide the respective documentation. These meeting will be attended by the client, the City, the DESIGN-BUILDER, and design team as required.
- g. Pre-Installation and other special meetings shall be held as needed. The Design-Builder shall conduct these meetings, prepare and distribute meeting minutes to all attendees and others as directed by the City within three (3) days of such meetings. Representatives of the City may attend meetings and shall in any case receive all notices and minutes of these meetings.
- h. Work Acceptance Conference: The Design-Builder will schedule the work acceptance conference at least two months prior to substantial completion. The City will conduct the work acceptance conference to be attended by the Project Manager, Design-Builder, and major trade

contractors. Topics will include completion procedures, required documentation and scheduling of activities and deliverables required prior to Substantial Completion, during the acceptance phase, during the Contract completion phase, and during and after the warranty period. The conference will be held in sufficient time well before substantial completion to allow for completion activity planning and scheduling.

## 7. Reports

- 7.1 The Design-Builder shall keep accurate and detailed written records of project progress during all stages of construction and submit the required reports to the City and the Project Manager timely.
- 7.2 Daily Reports: The Design-Builder shall maintain a detailed daily report of all events and construction activities which occur at the job site or elsewhere, and which affect, or may be expected to affect, project progress. The daily report shall record manpower, equipment usage, weather data, including minimum and maximum temperatures, precipitation type and amount, sky conditions, and wind velocities. The daily report shall also record visitors, and include a detailed list of material deliveries to the site.
- 7.3 Monthly Reports: The Design-Builder shall provide a written report on a monthly basis, beginning thirty (30) calendar days from the issuance of the Notice to Proceed for Construction, or at the City's request. The Design-Builder shall submit to the City the report formats for each report within ten (10) days of issuance of the Construction Phase Notice to Proceed. The Design-Builder shall obtain the City's approval of these formats prior to submission of the report. The audience for the monthly report by the Design-Builder are City executives which are not necessarily familiar with the day to day activities of the project. The monthly report shall include the following items in the order listed:
  - a. Project Status: Written summary of the status to date for the Project inclusive of information on the Trade Contractors' Work and the percentage of completion for the Project.
  - b. Issues: Describe current critical construction issues with proposed solutions for resolution.
  - c. Schedule: A brief narrative of the schedule and status of the significant milestones.
  - d. A 30 and 60 day look ahead schedule and written narrative.
  - e. Cost Status: Written summary of the financial status of the Project. Include the GMP contingency log and GMP contingency burn rate narrative and any actual or potential financial concerns associated with subcontractors working on the project.
  - f. Safety: A safety log of incidents/illnesses.
  - g. Contract Modifications: A summary statement as to the status of Contract Modifications, and Modifications which require the City's immediate attention.
  - h. GMP Contingency, GMP Allocations & GMP Allowance Logs

- i. Photographs: Include several photographs highlighting the current progress.
8. Project Photographs
  - 8.1 The General Conditions require the Design-Builder to submit progress photographs monthly in sufficient detail to properly record the work. Provide a minimum of (12) pictures each month showing the Project from different viewing angles, and others to document special conditions. The photographs shall be taken in electronic format, and shall be provided to the City for viewing and printing via the Internet.
9. Quality Control/Inspection
  - 9.1 The Design-Builder shall perform quality control inspections on the work of the Trade Contractors to guard the City against defects and deficiencies in the work, and shall coordinate this activity with the on-site duties of the Architect. He shall advise the Architect and the City of any apparent deviations from the intent of the CDs, and shall take the necessary actions to correct such deviations.
  - 9.2 The Design-Builder 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 Design-Builder directly and simultaneously through the City's online project management system and to Prince George's County as required.
  - 9.3 State Mandated Electrical Inspections: According to the Md. Code Ann. Pub. Safety § 12-605, The Design-Builder shall obtain electrical installation inspection from a non-governmental electrical inspector approved by the state fire marshal. The Design-Builder shall coordinate inspections, coordinate inspection schedule with the City, and obtain the electrical inspection certificate within 15 days after completion of electrical installation. The Design-Builder shall obtain electrical inspections of portions of the Work as they are completed and as required by the electrical inspector, and sufficiently ahead of close-in work so that corrections and re-inspections may be made, and in all cases while the area is accessible and visible for inspection.
  - 9.4 The Design-Builder shall track deficiencies submitted by the Testing and Inspection Agencies, the City, and the Architect, as well as those that the Design-Builder identifies. The Design-Builder shall maintain a quality control log by Specification Division and shall include it in the DESIGN-BUILDER's Monthly Progress Report.
  - 9.5 The City will assign personnel to the project for Quality Assurance (QA) purposes. The City reserves the right to independently contract for compliance inspection and testing.

9.6 The City shall, in all cases, make final interpretation of the Construction Documents and rule on compliance of the Work. This provision specifically supersedes anything to the contrary in the General Terms and Conditions.

10. Project Safety

10.1 The Design-Builder shall develop and implement a project safety program in accordance with the General Terms and Conditions and applicable regulations.

10.2 The Design-Builder shall report to the City, as part of each monthly report, any safety violations and actions taken to protect the safety of persons and property engaged in the work.

11. Substitution Requests

11.1 The Design-Builder shall keep a log of substitution requests.

11.2 The Design-Builder shall review substitution requests to insure that they are complete; and, if not, return them to the Trade Contractor for proper submission.

11.3 The Design-Builder shall review substitution requests with the City. Substitution requests shall be reviewed for approval by the City. The City discourages substitutions and the City's approval will be granted only upon the most persuasive arguments as to quality, function and financial merit regarding a substitution

11.4 The Design-Builder shall track and monitor substitution requests until all substitution requests are processed by the City.

11.5 The Design-Builder shall include substitution requests, if any, on the agenda topic at the Owner's meetings and advise the City immediately of any delays in the substitution request process.

12. Submittal Review / Processing

12.1 The Design-Builder shall log submittals prior to submission to the City. The Design-Builder shall insure that submittal packages are submitted in an appropriate manner and, if not, return them to the Trade Contractor for proper submission.

12.2 The Design-Builder shall utilize the Submittal module in the project management system for the Project. The Design-Builder shall review submittals for compliance with the specifications. No substitution shall be permitted unless the substitution request process is followed.

- 12.3 The Design-Builder shall track and monitor submittals throughout the Construction Phase until all submittals have been approved by the City.
  - 12.4 The Design-Builder shall include submittals as an agenda item at all Owner meetings and advise the City immediately of any delays in the submittal process.
  - 12.5 The Design-Builder shall develop a submittal-aging report and submit it to the City at each bi-weekly progress meeting.
13. Requests for Information (RFIs)
    - 13.1 The Design-Builder shall utilize the RFI module in the project management system for the Project.
    - 13.2 The Design-Builder shall log and review all RFIs prior to submission to the City. The Design-Builder is to insure that the RFIs submitted are appropriate and not frivolous.
    - 13.3 The Design-Builder shall track and monitor all RFIs in a timely manner until they are processed by the City.
    - 13.4 The Design-Builder shall include RFIs as an agenda topic at all Owner meetings and advise the City immediately of any delays in their processing. The Design-Builder shall discuss with the City responses to RFIs that have an added cost impact.
    - 13.5 The Design-Builder shall develop an RFI aging report, and submit it to the City at each progress meeting.
  14. Project Site Documents
    - 14.1 The Design-Builder shall develop, implement, and maintain at the Project site, on a current basis, a structured document control system which tracks records of contracts, RFI's, submittals, purchases, materials, equipment, operating and maintenance manuals and instructions, and any other documents and revisions which arise out of the Contract or the work.
    - 14.2 These documents shall be readily available to the City any time during the performance of this Contract.
    - 14.3 The Design-Builder shall maintain an accurate set of as-built Construction Documents, i.e. contract drawings and specifications, and update them weekly to reflect the as-built conditions, including RFIs, ASI's, Change Bulletins and approved products. The Design-Builder shall monitor and audit mark-ups of as-built conditions by Trade Contractors on a weekly basis.
    - 14.4 The Design-Builder shall have a set of operating manuals in the field office for any piece of equipment that is started up.

15. Change in Scope and Change in the GMP

15.1 The City may unilaterally at any time by written Modification to the Contract make changes within the general scope of the work to be performed under the Contract.

- a. Changes in the scope of work to be performed during the Construction Phase shall be governed by the General Terms and Conditions of the Contract, as supplemented by the provisions of this SECTION. Notwithstanding anything in the General Conditions, the provisions thereof shall apply only to work to be performed in the Construction Phase.
- b. The Design-Builder shall notify the City in writing within 10 days of receipt of City's modifications with detailed cost supportive data (and copy to the Project Manager) if an apparent change in scope or design will require a change in the GMP or schedule.
- c. It is understood and agreed that refinement may be accomplished from time to time with respect to the Construction Documents. No adjustment in the Guaranteed Maximum Price or the Scheduled Completion Date shall be made unless such refinement results in changes in the scope or design of the Project, as determined by the City. Nothing herein shall be construed to preclude the City or the Project Manager from ordering minor changes in the Work not involving increases in cost, consistent with the intent of the CDs. Modifications to the Contract will not be made for resolution of conflicts in the CDs which are required to be covered by the GMP Contingency.
- d. No Contract Modification (change order) expenditures shall be made against the Contract prior to issuance of a Modification to the Contract by the City.
- e. The City will review the Design-Builder's analysis and cost data and advise the Design-Builder of its findings. The City and Design-Builder shall reach agreement on the nature of the subject change and upon the City's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the GMP. The Design-Builder shall notify the Project Manager, and the City of such changes before Trade Contract bids for the work associated are requested.
- f. Changes to the GMP will only be made by issuance of Modifications to the Contract by the City.

- 15.2 The Design-Builder shall utilize a project management system for all proposed contract modifications. The Design-Builder shall, with complete supporting data, recommend necessary/desirable changes to the City and Project Manager for approval. The Design-Builder shall review and negotiate Trade Contractor change order proposals and verify entitlement and price before forwarding them to the Project Manager.
- 15.3 No increase to the Design-Builder Construction Services Fee or GMP Contingency shall be assessed for Modifications to this Contract except for City-initiated Modifications after the cumulative value of City-initiated Modifications exceeds five percent (5%) of the aggregate GMP. If the cumulative value exceeds the five percent (5%), the Design-Builder may request additional fee. The maximum amount of fee allowed is a percent determined by the ratio of Construction Services Fee to the Project Construction Cost Limit identified in this RFP. The maximum amount of contingency allowed is fixed percentage stated earlier for GMP Contingency. The cumulative value indicated here shall only include City initiated Modifications processed after the GMP is approved. Additional fees in cases where the approved GMP exceeds the Project Construction Cost Limit established in the RFP are addressed in Section III.
- 15.4 General Conditions: Refer to SECTION VIII in this RFP for provisions regarding changes in scope.
- 15.5 Credits associated with scope reductions shall revert to the City in full.
- 15.6 Changes Order proposals shall only include the cost of the trade contract work:
- a. The inclusion of additional GMP contingency will only be allowed in cases of complex owner-initiated scope changes which involve multiple subcontractors, scope reviews and additional coordination. GMP contingency will not be allowed on typical changes, including those resulting from supplemental instructions or change bulletins, unless they include a scope change specifically requested by the City. If GMP contingency is allowed in a change order, GMP contingency will be the source of funds to cover the events identified in "GMP Contingency" in Part A of this Section, associated with the added scope of work.
  - b. Contractor Bond and Insurance shall not be included in change orders. Their cost will be reimbursed by the City upon submission of copies of invoices from the bonding and insurance carriers.
  - c. If the Contractor and the City agree to use Contractor Default Insurance (CDI) instead of Subcontractor Bonds, CDI shall not be included in individual change order requests. CDI will be reimbursed upon submission of invoices from the CDI carrier.

- d. If the Contractor and the City agree to use Contractor Controlled Insurance Program (CCIP) instead of Subcontractor insurance, CCIP shall not be included in individual change order requests. CCIP will be reimbursed upon submission of invoices from the CCIP carrier.

16. Separate Contracts

- 16.1 Without invalidating the relationships with the Design-Builder, the City reserves the right to let other contracts in connection with the Project, the work under which may proceed simultaneously with the execution of the Design-Builder's work. The Design-Builder shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Design-Builder shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Design-Builder from carrying out his work according to the plans and specifications, the Design-Builder shall immediately notify the Project Manager upon discovering such conditions.

17. Operations and Maintenance Manuals

- 17.1 The Design-Builder shall provide two (2) review hard copies of the required operating and maintenance manuals for equipment associated with systems to be commissioned including mechanical, plumbing, fire protection, fire alarm, electrical, and other systems, at least thirty (30) days prior to the demonstrations for such equipment.
- 17.2 Provide final updated data in operations and maintenance manuals to reflect final as-built systems and equipment. Do not include emails or other such documents. Data available in color shall be provided in color.
- 17.3 The Design-Builder shall provide electronic files of approved operating and maintenance manuals in Portable Document Format that is in color, readable, searchable, and with bookmark links, and two bound hard copies in color with table of contents.

18. Training and Demonstrations

Provide a proposed training and demonstration schedule at least four (4) weeks prior to commencement of these activities, and complete required training and demonstrations for the institution's personnel prior to Substantial Completion.

19. Extra Stock, Tools, Spare Parts, Keys

- 19.1 Deliver the spare parts, attic stock, equipment keys and tools, and other specified materials to the City a minimum of thirty (30) days prior to Substantial Completion.

- 19.2 Tag, label, and turnover building keys, access cards, other security items, and other City property in the Design-Builder's possession prior to substantial completion.
20. Claims Avoidance
  - 20.1 The Design-Builder shall advise the City, as necessary, on construction issues so as to avoid disputes. Such advice shall be provided on a timely basis.
  - 20.2 If claims, disputes arise, the Design-Builder shall provide the City with assistance as requested including, but not limited to, cost assessments, documentation review, and contract review.
21. Substantial Completion

Substantial Completion is when the Project is sufficiently complete, in accordance with the Construction Documents, such that the City may use and occupy the building of the Project or designated portions thereof for the intended purpose. The work and services under this Contract shall be scheduled to achieve Substantial Completion within an established period of time from the Construction Phase Notice to Proceed (NTP). Refer to SECTION III, Parts A and B for completion periods and/or dates for this Project.

#### **D. ACCEPTANCE PHASE SERVICES**

1. Complete the requirements of this phase within the duration required by the Contract Documents. Provide schedules for and management of required activities during this phase.
2. The Design-Builder shall complete the punchlist work and notify the Project Manager, that the project is ready for final inspection within eight (8) weeks after the date of Substantial Completion. Comply with the requirements of the Contract Documents for final inspection and final completion.
3. Participate in completion of commissioning activities:
4. Within 30 days after the date of Substantial Completion, provide hard copies of the as-built documents to the Project Manager.
5. Sustainable Building Rating System Certification: Complete submission of documentation during this phase per the requirements of the contract documents.
6. Demobilize trailers and other temporary facilities before or after substantial completion as coordinated with the City, restore the site per the Contract Documents, and settle and pay final utility bills.
7. Coordinate all acceptance phase activities with the City's occupancy activities, which may include keying, access control activation, room signage, furniture delivery and installation, equipment delivery, occupant move-in, and other activities.

8. Submit progress reports through final completion.

**E. CONTRACT COMPLETION PHASE SERVICES**

1. Request reduction of retainage and submit consent of surety to the reduction of retainage.
2. Provide a schedule for post-substantial completion activities and services specified in the construction documents, which may include opposite- season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.
3. Final Contract Report: Provide three (3) hard copies and the native files for a final contract report on the financial reconciliation of the Contract within 30 days after final completion. The Design-Builder shall submit the final contract report based on the format provided by the City, and revise the report as required by the City. The final contract report shall include the following information:
  - 3.2 A Contract summary matrix.
  - 3.3 A matrix enumerating the original Contract, contract modifications, and final Contract total.
  - 3.3 Detailed matrices of the disposition of each of the following: pre-construction services fee; project allowances: subcontracts for special contracts: subcontracts for trade contracts; GMP allocations; GMP allowances; GMP contingency; general conditions cost; and construction services fee.
  - 3.4 Reconciliation of unit prices and unit measurements, if applicable.
  - 3.5 Copies of consultant agreements and contract modifications.
  - 3.6 Copies of subcontractors' change orders.
  - 3.7 Release of Liens: Provide a release of liens for each trade contract whose final contract amount is over \$50,000. The release of liens shall indicate the amount of the original trade contract, the total amount of change orders, and the final trade contract amount. The release of liens must be signed by the trade contractor and notarized.
  - 3.8 Other information and documents requested by the City.
4. Comply with requirements of the Contract Documents for final payment

**F. WARRANTY PERIOD**

1. Respond to the Project Manager's requests for obtaining and management of trade contractors' warranty services.
2. Attend and participate in warranty inspections at six months, twelve months, and 23 months after Substantial Completion to identify warranty issues requiring correction, replacement, or repair. Items identified during the inspections will be compiled in a list and issued by the Project Manager.
3. Schedule, manage, and coordinate with the City the post-Substantial Completion activities and services specified in the Construction Documents, which may include opposite-season commissioning and balancing activities; calibration checks; equipment service, cleaning and maintenance activities; and other specified activities and services.

**END OF SECTION V**

**SECTION VI**  
**GENERAL TERMS AND CONDITIONS**  
**OF THE CONTRACT**

**(Attached)**

**SECTION VI – GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

The General Terms and Conditions of the Contract Between the City and Construction Manager, attached, is part of this Contract and may be referred to as “General Terms and Conditions”.

**SECTION VIII**  
**GENERAL CONDITIONS COSTS**

## **SECTION VIII GENERAL CONDITIONS COSTS**

### **A. GENERAL CONDITIONS GUIDELINES**

1. The Design-Builder shall estimate a fixed lump sum amount for General Conditions for the Project and submit it in the Price Proposal. This amount will be added to the proposed Construction Management Services Fee for evaluation of Price Proposals.
2. The General Conditions items shall be estimated by the Design-Builder and submitted with his Price Proposal. The Design-Builder will calculate and manage General Conditions expenses using his own format and cost breakdown. This SECTION provides DESIGN-Builders with a guideline for estimating General Conditions costs. This SECTION does not attempt to identify every General Conditions item. It is the Design-Builder's responsibility to include all General Conditions items required to complete the Project.
3. The General Conditions cost submitted by the Design-Builder is a fixed cost. It is not subject to shared savings, and cost overruns will be absorbed by the DESIGN-BUILDER. The GMP Contingency shall not be used to cover General Conditions cost overruns.
4. This SECTION identifies items that are to be included as project allowances in the Design-Builder's Price Proposal. Refer to SECTION V in this RFP for the definitions of project allowances, GMP Allowances and GMP Allocations.
5. The City recognizes that certain events during the development of the design may result in changes that could impact General Conditions costs. In these cases, the City may authorize (or request) increases in or reductions to General Conditions costs. The approved increases in General Conditions costs will be funded from the established GMP Contingency. Reductions to General Conditions costs will be transferred to the GMP Contingency. In the event of City-initiated scope changes, any increase or decrease in General Conditions will be negotiated on a case by case basis.
6. No additional General Conditions Cost will be considered unless additional personnel, time, or specific Design-Builder General Conditions costs result from a change.
7. For the purposes of submitting a Price Proposal, Proposers shall separate General Conditions costs and Construction Management fees. This SECTION also identifies costs that Proposers shall assume to be included in Trade Contracts. The City may negotiate the movement of these items in or out of Trade Contracts at a later date. The Design-Builder shall calculate his Price Proposal for General Conditions in strict compliance with this SECTION.
8. Costs associated with the DESIGN-BUILDER's main office or main office personnel, including the costs associated with the use of items or equipment of the

main office, shall not be included in General Conditions. All such costs are deemed to have been included in the fixed fee for Construction Management Services.

9. Payment for General Conditions will be made based on the percentage of completion of the Trade Contractors' work. A negotiated percentage will be allocated to mobilization and demobilization and close out, and paid as these activities are completed.
10. The Design-Builder shall ensure that Trade Contractors comply with any requirements regarding noise, traffic control, clean up, and work hour restrictions as required for this Project.

## **B. GENERAL CONDITIONS EXPENSES**

Unless noted otherwise, General Conditions shall include but not be limited to the following items:

1. Field Personnel:
  - a. Staffing of the Project with the qualified field personnel required for the effective management of the Project. General Conditions shall include all required field personnel, such as Project Manager, Superintendent(s), Assistant Project Manager(s), Project Engineer(s), Clerk/Secretaries, Assistant Superintendent(s), Laborer Foremen, and Laborer(s) as required to manage the Project.

Field personnel shall include no less than the personnel indicated on the Personnel Plan, which shall be completed by the Design-Builder and submitted with the Technical Proposal.

The remainder of the field personnel and their percent of time on the Project shall be determined by the Design-Builder.

- 1.1 Out-of-town travel expenses for field personnel related to off-site equipment, materials inspections, or relocation, including hotel, meals, and transportation.
- 1.2 Adequate field supervisory and on-site staff for three (3) months after Substantial Completion to allow the expeditious completion of the punchlist, project close out, and financial close out, including submission of the final GMP report.
- 1.3 Main office personnel, including the Project Executive, and personnel costs not identified herein are not included in General Conditions regardless of the physical location of the personnel, and shall be included in the Design-Builder Construction Services Fee. Some examples of non-eligible costs are information technology personnel, financial or accounting personnel, safety personnel, and schedulers, regardless of their physical location.

- 1.4 Bonuses of any type are not eligible as General Conditions.
2. Vehicles
  - 2.1 Expenses for vehicles utilized by field personnel including lease, insurance, maintenance and repair costs, and the cost of gas or fuel.
3. Safety and Site Security:
  - 3.1 The Design-Builder shall establish and maintain an on-site safety program throughout construction.
  - 3.2 First aid supplies, visitor and Design-Builder personnel hardhats and goggles, safety signage, and security locks.
  - 3.3 The costs associated with the provision, installation and maintenance of safety devices, including safety railings and barricades, fall protection, partitions, ladders, stairs, site fencing around the limits of disturbance, covered walks, traffic control devices, and other safety devices shall be included in Trade Contracts.
  - 3.4 Flaggers and the services of a security company which would provide on-site security personnel shall be included in Trade Contracts.
  - 3.5 Costs associated with Design-Builder's safety personnel are not in General Conditions regardless of the personnel's physical location and shall be included in the Design-Builder Construction Services Fee. Some examples of personnel that are not in General Conditions are safety program manager, training personnel, inspection personnel, and other safety personnel.
4. Temporary Field Facilities and Services:
  - 4.1 Set up, removal, and monthly rent for Design-Builder trailer.
  - 4.2 Utilities for Design-Builder field offices, including power, water, gas/heating, sewer and their respective connections.
  - 4.3 Design-Builder field office communication services for land telephone and its voice mail, cellular phones, walkie-talkies, and internet connections.
  - 4.4 Cleaning and security alarm systems for Design-Builder field office.
  - 4.5 Temporary toilets/sanitary facilities, including paper products, for the Design-Builder, City personnel, Trade Contractors' personnel, and other personnel and visitors as required.
  - 4.6 Project sign(s) identifying the Project, and construction signage as required for directional or traffic control purposes. The project sign is 6' x 8' x 3/4" wood.

- 4.7 Installation and maintenance of temporary roads shall be included in Trade Contract(s).
5. Field Offices' Equipment and Software:
  - 5.1 The DESIGN-BUILDER's field office equipment shall include at least one copy machine; one scanner; one large format plotter, one digital camera; the software associated with this equipment; office furniture for personnel; and a table and chairs for a 20-person conference room.
  - 5.2 Maintenance and repair of field office equipment for Design-Builder and for City on-site field representative(s).
  - 5.3 Computer equipment; computer software; software support provided by Design-Builder's personnel or by an independent company; and maintenance and repair of field office computer equipment for DESIGN-BUILDER.
  - 5.4 Provide one multi-function copier/scanner/printer machine, a landline with voicemail, associated software, broadband internet service, and office furniture that is similar to that provided for the DESIGN-BUILDER's field personnel for the exclusive use of the City's field personnel.
  - 5.5 An office for use by the City and Project Manager shall be provided in the Design-Builder trailer.
6. Field Offices' Supplies and Postage/Shipping:
  - 6.1 Field office supplies and postage/shipping.
  - 6.2 Field office supplies for the City's field personnel as required to perform his duties.
  - 6.3 Postage, shipping, and deliveries of submittals, reports, and other required deliveries during construction.
  - 6.4 Personal electronic devices are not included in General Conditions.
7. Project Documentation and Reproduction:
  - 7.1 The following are the number of hard copies of documents to be provided by The Design-Builder that are required for use by the City, Fire Marshal, Commissioning Agent, Architect and its Consultants:
    - a. Submittals and re-submittals: Three (3) Copies
    - b. Monthly Progress Reports: None (Electronic only)
    - c. All other Reports and Documents: Three (3) Copies

The Design-Builder shall add to these quantities the number of copies that he requires for himself and the Trade Contractors, including the number of submittals to be returned to the Design-Builder by the Architect, to determine total quantities.

7.2 Other miscellaneous field reproduction costs, such as correspondence, close-out documents, record documents, and monthly reports.

7.3 The City may authorize in writing reproduction costs for special cases when larger quantities are needed by the City.

8. Temporary Utilities:

8.1 Temporary power; temporary power for lighting; temporary water, sewer, gas, and building heat required from NTP for Construction to Substantial Completion (or beneficial occupancy if not on the same day). Temporary power and temporary utilities as defined herein include the cost of permanent power and permanent utilities to the building through the date of Substantial Completion.

8.2 Set up and maintenance of temporary utilities, including temporary meters, shall be included in Trade Contracts.

8.3 Temporary heat for concrete and masonry Trade Contractors' work shall be included in Trade Contracts.

8.4 Temporary lighting installation, such as wiring, fixtures, fittings, lamps, secondary panels, and other devices, shall be provided by the electrical Trade Contractor.

8.5 The Design-Builder shall insure proper use of these services and prevent waste and excesses by his personnel or by the Trade Contractors.

9. Waste Management and Daily Cleaning

9.1 Labor cost for management of the daily site cleaning and trash collection shall be included under Part B Paragraph 1 in this SECTION.

9.2 Daily and rough cleaning is not in General Conditions, and shall be in Trade Contractors' scope of work. The Design-Builder shall provide a daily and rough cleaning plan and obtain City approval before GMP bidding.

9.3 Regular trash collection and removal shall be in a Trade Contract. Waste management and recycling as required by USGBC in projects where LEED certification is pursued shall be in a Trade Contract. These Trade Contracts may be two separate contracts, or one and the same Trade Contract.

10. Protection of Finished Work

Protection of existing facilities, where applicable, and protection of finished work shall be included in Trade Contract(s).

11. Weather and Other Protection

11.1 Temporary weather and dust protection (that which practically remains outside of Trade Contracts) as may be required during construction.

11.2 Site snow removal, as may be required during construction.

11.3 Materials for maintenance of erosion control after the end of the Site Trade Contractor's maintenance.

11.4 Pumping and dewatering shall be included in a Trade Contract.

12. Material Handling

12.1 Chute(s).

12.2 Cranes, hoists, and crane and hoist operators shall be assumed to be in Trade Contracts(s).

13. Elevator Operators

13.1 Elevator operators after receipt of a temporary elevator permit.

13.2 Elevator operators shall be assumed to be in a Trade Contract prior to receipt of a temporary elevator permit.

14. Miscellaneous Materials and Small Tools:

Miscellaneous materials, small tools, surveying equipment, and other types of equipment.

15. Permits and Fees:

15.1 Obtaining and paying fees for any other permits, approvals, licenses, inspections by authorities having jurisdiction, including without limitation state mandated electrical inspection, and electrical inspections, elevator, plumbing and all other trades that are necessary for the means and methods employed by the Design-Builder to complete the Work or that are customarily obtained during construction are not included in general conditions cost and shall be in trade contracts.

16. Performance and Payment Bonds: Include the costs of the performance and payment bond required for the construction phase of the project.

17. Insurance Required:

17.1 The use of a Contractor Controlled Insurance Program (CCIP) may be allowed in the Price Proposal.

17.2 Requirements for pre-construction and construction are included in the General Terms and Conditions. The costs of required insurance for the Pre-Construction and Construction Phases of the Project are included in General Conditions. The Price Proposal shall include the following breakdown of Insurance Costs:

- a. Builder's Risk Insurance.
- b. General Liability Insurance
- c. All Other Insurance.

18. Professional and Special Services:

18.1 Final cleaning and glass-cleaning services are not included in General Conditions, and shall be in Trade Contract(s).

18.2 The following are not included in General Conditions and shall be Trade Contracts or consultant agreements approved by the City. The Design-Builder shall obtain competitive pricing for these services. The City may consider non-competitive pricing under certain circumstances:

- a. Surveying services, including site survey and layout as required by the Construction Documents.
- b. Testing and inspection services provided by an independent testing agency.
- c. Air monitoring services provided by an independent air monitoring service and as required by USGBC to achieve the specific LEED point or credit pursued by the City.

18.3 Scheduling services, whether provided by the DESIGN-BUILDER's in-house personnel or by a consultant, shall be included in The Design-Builder Construction Services Fee.

18.4 Building Information Modeling (BIM) services as described in Section V during the Construction phase, whether provided by the DESIGN-BUILDER's in-house personnel or by a BIM consultant, shall be included in The Design-Builder Construction Services Fee

19. Other Professional Services: Legal services required by the Design-Builder are not included in General Conditions. Any and all costs for legal services for any eventuality shall be included in the Design-Builder fee.

## 18 GENERAL CONDITIONS COSTS MATRIX

This matrix provides a general summary of the requirements of this SECTION, but does not supersede the requirements of this SECTION, nor does it include all the requirements of this SECTION.

	Category	In General Conditions	In Design-Builder Construction Services Fee	In Trade Contract
1	DESIGN-BUILDER'S Field Personnel	Project Manager; Superintendent(s); other field personnel; payroll burden expenses for field personnel; out-of-town travel expenses.	Project Executive/Director; safety personnel; main office personnel; IT personnel; accounting and financial personnel; bonuses.	None.
2	DESIGN-BUILDER'S Vehicles	Field personnel vehicle costs, including lease, insurance, maintenance, repair, and fuel.	Vehicle expenses for non-field personnel's vehicles.	None for use by Design-Builder personnel.
3	Safety and Site Security	First aid supplies; hardhats and goggles; safety signage; security locks.	Safety personnel.	Provision, installation and maintenance of safety devices; safety railings and barricades, fall protection, partitions; site fencing; covered walks, stairs and ladders; traffic control devices, flagmen; on-site security services.
4	Temporary Field Facilities and Services	Rent, set-up, and removal of trailers for Design-Builder and for City site representative; field offices' utilities, security, communication services, and cleaning; temporary sanitary facilities; project signs.	None.	None for use by Design-Builder personnel; installation and maintenance of temporary roads.
5	Field Offices' Equipment and Software	Field office equipment, maintenance and repair; field office furniture; field office computer equipment, software, maintenance, repair, and support.	Home office equipment, home office equipment maintenance and support.	None for use by Design-Builder personnel.
6	Field Offices' Supplies and Postage/Shipping	Office supplies for Design-Builder and City field offices; postage/shipping.	Personal electronic devices.	None for use by Design-Builder personnel.

	<b>Category</b>	<b>In General Conditions</b>	<b>In Design-Builder Construction Services Fee</b>	<b>In Trade Contract</b>
7	Project Documentation and Reproduction	Reproduction indicated.	None	Reproduction indicated.
8	Temporary Utilities	Temporary utilities for the building under construction from NTP for construction to Substantial Completion (i.e. power, gas, sewer, water, etc.), except as indicated.	None.	Set up and maintenance of temporary utilities; temporary lighting installation; temporary heat for concrete and masonry Trade Contractors.
9	Waste Management and Daily Cleaning	None (staff and labor are in Item 1 above).	None.	Site and building daily and rough cleaning; trash collection and removal; LEED required waste management/ recycling.
10	Protection of Finished Work	None	None.	Protection of existing facilities and finished work.
11	Weather and Other Protection	Temporary weather and dust protection not in Trade Contracts; site snow removal; materials for maintenance of erosion control not in Site Trade Contract.	None.	Maintenance of erosion control during Site Trade Contract; pumping and dewatering.
12	Material Handling	Chutes.	None.	Cranes, hoists and their operators.
13	Elevator Operators	After temporary permit.	None.	Prior to temporary permit.
14	Miscellaneous Materials and Small Tools	Miscellaneous materials; small tools; surveying equipment.	None.	None for use by Design-Builder personnel.
15	Permit Fees	Building, grading and demolition	None.	Permits, approvals, inspections by authorities having jurisdiction, and electrical inspections required during construction except as noted otherwise.
16	Payment and Performance Bonds	Payment bond and performance bond for the Construction Phase	None.	None to be submitted to the City.
17	Insurance Required during Construction.	17. a: Builders' Risk	None	None to be submitted to the City.

	Category	In General Conditions	InDesign-BuilderConstruction Services Fee	In Trade Contract
	<b>(NOTE: The use of CCIP is allowed on this Price Proposal)</b>	17.b: General Liability Insurance	None	None to be submitted to the City
		17.c: All Other Insurance	None	None to be submitted to the City
18				
19	Professional and Special Services	None.	Scheduling services and consultants. BIM services as described in Section V during the construction phase.	Final cleaning; and glass cleaning; surveying services; testing and inspection services commissioning agent; LEED air monitoring.
20	Other Professional Services	None.	Legal services.	None.

**END OF SECTION VIII**

**SECTION IX**  
**SAMPLE CONTRACT DOCUMENTS**  
**(Under Separate Cover)**

**SECTION X**  
**SCHEDULES, REPORTS, AND**  
**SCHEDULE OF VALUES**

## **SECTION X SCHEDULES, REPORTS, AND SCHEDULE OF VALUES**

### **A. DEFINITIONS**

1. **Schedule:** The document required for planning and control of the timely execution of the Project.
2. **Pre-Construction Phase Schedule:** Schedule submitted by the Design-Builder required for planning and control of Pre-Construction Phase activities.
3. **Preliminary Construction Schedule:** The schedule to be submitted by the Design-Builder after NTP for the Construction Phase is issued, required for planning and control of construction activities until the Detailed Construction Schedule is submitted and accepted by the City.
4. **Detailed Construction Schedule:** The schedule required for planning and control of Construction Phase activities.
5. **Critical Path Method (CPM):** A construction scheduling technique using network analysis diagrams to plan and organize construction activities in an orderly manner along the critical path.
6. **Critical Path:** The longest path through a project network from start to finish where the total project duration is longer than any other path; also called Longest Path.
7. **Network:** A network diagram is a graphic representation showing the relationship of activities and events in the correct sequences required to complete the Project within the Construction Schedule required in SECTION III of this document.
8. **Activity:** One single identifiable task in the Project.
9. **Critical Activity:** Tasks on the Longest Path and/or tasks with zero (0) or negative total float time which determine the critical path and control project completion.
10. **Event:** The starting or ending point of an activity.
11. **Float:** Time available for a given activity in excess of its estimated duration. It represents the amount of leeway available in scheduling an activity.
  - 10.1 **Free float:** The amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  - 10.2 **Total float:** The amount of time an activity can be delayed without adversely affecting overall time for Project completion.
12. **Work Days:** The days during which the Design-Builder intends that construction work will be performed, excluding Saturdays, Sundays, and holidays that are submitted by

The Design-Builder and agreed to by the City. The list of holidays shall be submitted to the City in writing and shall accompany the Preliminary Construction Schedule.

13. Construction Phase Milestones: The dates indicated in the most current Detailed Construction Schedule accepted by the City for completion of defined portions and/or phases of construction. Show milestones in the schedule as zero duration activities with "Finish-No-Later-Than" dates. Milestones shall represent only the major items of construction work or interface dates. Milestones are considered essential to the satisfactory performance of this Contract and to the coordination of work on the Project.

## **B. QUALITY ASSURANCE**

1. DESIGN-BUILDER's Administrative Representative: The Design-Builder shall designate an authorized representative in his firm who will be responsible for assisting in the preparation of the CPM Schedule and review/report progress of the Project to the City. The DESIGN-BUILDER's representative shall have direct project control and complete authority to act on behalf of the Design-Builder in fulfilling requirements of this SECTION, and such authority shall not be interrupted throughout the duration of the Project.
2. Refer to SECTION II in this RFP for the minimum qualifications required for the scheduler.
3. Computer Program: The Design-Builder shall use a computer software program for network analysis that has been developed specifically to manage CPM construction schedules and is acceptable to the City. Such software must be compatible with Oracle's Primavera P6 Professional R15 or later.

## **C. SCHEDULING SERVICES DURING PRE-CONSTRUCTION PHASE**

1. The Design-Builder shall, within fourteen calendar (14) days of the NTP, provide the City with the format for the CPM schedule for the design and construction phases of the project. This schedule will be reviewed for compliance with the Contract and for acceptable format.
2. Updated schedules shall be submitted immediately following each design phase submission.
3. Activities in the schedule shall represent the full list of the DESIGN-BUILDER's scope of work from NTP of Pre-Construction activities through approval of the GMP by the City, and shall include the major milestones of the Construction Phase and Post-Construction phase.
4. If an Architect's design schedule does not exist, The Design-Builder will bear full responsibility for creating and submitting for approval a schedule incorporating the Architect's and DESIGN-BUILDER's tasks and responsibilities.

5. The Design-Builder shall develop a detailed CPM schedule for use during the Pre-Construction Phase. This schedule shall incorporate the Architect's design schedule, the City reviews and approvals, and milestones, and all Design-Builder activities required during Pre-Construction as identified in SECTION V, Part A in this RFP. The City will approve the schedule with the Design Team's assistance. The Design-Builder shall monitor this schedule during Pre-Construction, insure that this schedule is maintained, and advise the City in writing of any deficiencies in adhering to this schedule by any party.

#### **D. PRELIMINARY CONSTRUCTION SCHEDULE**

1. Preliminary Construction Schedule: Within fourteen (14) calendar days of the date established for commencement of the Construction Phase, submit a Preliminary Construction Schedule.
2. The following items shall be included:
  - 2.1 CPM network diagram containing detail activities for the first 120 days of construction and summary activities for the period after the first 120 days until the end of the Project. The work for each phase or area shall be represented by at least one summary activity such that the Preliminary Construction Schedule indicates construction work through Substantial Completion.
  - 2.2 A written detail description of the DESIGN-BUILDER's proposed construction methodology, including a proposed general sequencing plan.
  - 2.3 Proposed calendar (meeting the constraints of "Work Day" definition in this SECTION), indicating holidays, other proposed non-work days, and proposed time periods for shift work by trade, if any.
  - 2.4 Key Items Procurement: For all "key" (major equipment and materials and long-lead (over 16 weeks, from order placement to delivery)) items fabricated or supplied for construction, include a tabular report detailing these items and indicating schedule dates for the following related activities:
    - a. Preparation of submittals.
    - b. Review and approval of submittals. (Indicate a review time of no less than fourteen (14) calendar days from receipt to mailing for any individual submittal. Adjust logic and/or duration of submittal activities as directed by City in the event that the City determines that the DESIGN-BUILDER's proposed submittal schedule assumes an overly concentrated period of submittal review).
    - c. Manufacture or fabrication.
    - d. Delivery.
    - e. Receipt, inventory, off-loading, warehousing.
    - f. Handling and re-handling.
    - h. Erection or installation.
    - i. Testing and inspection.

j. Commissioning.

- 2.5 Tabulation of Submittals: Tabulate by date of submittals required during the first 120 days of construction. List those required to maintain orderly progress of construction, and those required early because of long lead-time for manufacture/fabrication or extended transportation/delivery requirements.
- 2.6 Distribution: Provide electronic files to the City and to the Architect. Distribute the Preliminary Construction Schedule to Trade Contractors and suppliers that need to know about the timing of these construction activities.

#### **E. DETAILED CONSTRUCTION SCHEDULE**

1. The Design-Builder shall prepare and maintain a detailed construction schedule as described below. This schedule shall be the DESIGN-BUILDER's working schedule, used to plan, organize and execute the work, record and report actual performance and progress, and show how the Design-Builder plans to complete remaining work as of the end of each progress report period.
2. Upon acceptance by the City of the Detailed Construction Schedule, it will become the Baseline Construction Schedule, to be used as the basis for analysis and review of any time extension requests.
3. Within sixty (60) calendar days of award of the GMP, submit a Detailed Construction Schedule package extending the accepted Preliminary Construction Schedule. If the project requires multiple GMPs, the Detailed Construction Schedule shall be submitted within sixty (60) calendars from award of the final GMP; in these cases the Preliminary Construction Schedule shall be extended at least until the date of submission of the Detailed Construction Schedule.

This schedule shall contain the following:

- 3.1 CPM network diagram containing detail activities for the entire project using the Critical Path Method. Each schedule submitted shall have a critical path that is clearly identifiable. The following requirements shall be met by all activities:
  - a. The total cost loaded into all activities in the Detailed Construction Schedule by CSI division number should equal the total contract price.
  - b. Include individual activities for the following items:
    - 1) Performance and Payment Bonds.
    - 2) Insurances.
    - 3) General Conditions.
    - 4) GMP Contingency.
  - c. The sum of the costs assigned to activities shall be equal to the Contract value rounded off figures to nearest whole dollar.

- d. Unit Cost Allowance: Show line item value as product of unit cost times measured quantity as estimated from best indication in Construction Documents.
  - e. Durations of individual detail activities should not exceed thirty (30) work days except those activities that represent procurement tasks or non-construction activities.
  - f. Costs allocated to individual detail activities should not exceed \$50,000. The City will allow the cost of some individual activities to exceed \$50,000 with proper justification.
  - g. No project costs are to be assigned to development of shop drawings, manufacturing, or shipping activities, except for limited cases authorized by the City.
  - h. Delivery activities should be represented by finish milestones.
4. The Detailed Construction Schedule shall illustrate order and interdependence of activities and sequence of work, restrictions of access and availability of work areas, how the start of a given activity depends on completion of preceding activities, and how completion of the activity may restrain start of subsequent activities.
  5. The Detailed Construction Schedule shall provide sufficient detail and clarity of form and technique so that the Design-Builder can plan, schedule, and control construction properly, and the City can readily monitor and follow the progress for all portions of construction. The Detailed Construction Schedule shall comply with the various limits imposed by the scope of work and by any intermediate milestone dates required in the Contract.
  6. The degree of detail shall be to the satisfaction of the City and the Project Manager, and the following factors shall be addressed in the network:
    - 6.1 A phased breakdown of the entire project by floor, area, and Trade Contractor.
    - 6.2 Use clear and concise activity descriptions.
    - 6.3 The beginning and end of each activity shall be readily observable and verifiable during execution of the work.
    - 6.4 The type of work to be performed and the labor trades involved.
    - 6.5 All purchase, manufacture and delivery activities for all major materials and equipment.
    - 6.6 Deliveries of City furnished equipment.
    - 6.7 Preparation and processing of submittals.
    - 6.8 Preparation and approval of coordination drawings.
    - 6.9 Access and availability of work areas.
    - 6.10 Testing, and submission and approval of test results.
    - 6.11 Incorporate time for pre-testing.

- 6.12 Provide list of all required tests and sequence accordingly.
  - 6.13 Close-in inspections/correction of deficiencies.
  - 6.14 Testing/balancing of systems.
  - 6.15 Commissioning of building systems.
  - 6.16 Potential weather delays.
  - 6.17 Demonstrations and training.
  - 6.18 Punch list inspection/correction of deficiencies.
  - 6.19 Each project closeout activity as required by the City.
7. The network shall clearly indicate intermediate milestone events, the Contract completion date, and final acceptance date, and the predicted status of these control points as the networks are updated. The primary path(s) of criticality shall be clearly and graphically identified on the network. The status of construction work in progress shall also be similarly identified and the reported percent complete indicated for the last report period.
8. Cash Flow Projections: Using the cost assigned to each activity of the Detailed Construction Schedule, The Design-Builder shall develop a cash flow analysis in graphic form depicting estimated cash draw down in aggregate, by month, over the life of the Project. The accepted cash flow projection will serve as the basis for the Schedule of Values.
9. Schedule of Values: The Schedule of Values shall be provided upon acceptance of the Detailed Construction Schedule and acceptance by the City of the corresponding cash flow projections. The Schedule of Values shall be an integral part of the Detailed Construction Schedule to the extent that updating activities on the schedule for progress will update the corresponding lines on the Schedule of Values. The Design-Builder shall submit data to substantiate accuracy of information on the Schedule of Values as the City may require.
10. Updating Schedules
- 10.1 Updates to the schedule shall be presented by The Design-Builder and discussed at periodic progress meetings or as designated by the City. Update any significant changes as a result of action agreed to in the periodic progress meeting.
  - 10.2 The Design-Builder acknowledges that updating the schedule to reflect actual progress made as of the date of update is not a modification to the Contract's schedule requirements.
  - 10.3 Submit computer reports and network graphics that reflect the progress of construction with respect to both cost and time, in accordance with the requirements of the initial DESIGN-BUILDER-proposed Detailed Construction Schedule. Submit an updated cash flow graphic showing a) accepted baseline schedule early start and late start curves, b) actual curve as of update, and c) forecast early start and late start curves to complete construction. Adjust the selection and sort sequence, format, and content of reports as directed by City and the Project Manager.

11. City's Review and Design-Builder Schedule Revisions

11.1 Upon acceptance of the initial or updated Detailed Construction Schedule by the Project Manager, The Design-Builder shall, within three (3) calendar days:

- a. Distribute copies of the accepted Detailed Construction Schedule to Trade Contractors, suppliers, City, Project Manager and other concerned parties.
- b. Instruct recipients to promptly report in writing, problems anticipated by the projections shown in the schedule.
- c. When revisions are made, distribute updated schedules to the same parties.

11.2 The City's acceptance of the proposed Detailed Construction Schedule signifies only that the City's summary review of the schedule leads the City to believe that the Design-Builder has met the general requirements of this SECTION pertaining to the schedule's format and content. Acceptance by City of the Detailed Construction Schedule does not relieve the Design-Builder of any responsibility for the accuracy or feasibility of the DESIGN-BUILDER's plan for execution of construction, or to perform the construction within specified time constraints. Such acceptance does not express or imply that the City warrants, acknowledges or admits the reasonableness of the activities, logic, durations, manpower, cost or equipment loading of the DESIGN-BUILDER's proposed or accepted schedule.

**F. PRELIMINARY CONSTRUCTION SCHEDULE AND DETAILED CONSTRUCTION SCHEDULE**

1. Schedules shall be in the form of an activity oriented network diagram (Critical Path Method). This SECTION shall govern the development and utilization of schedules.
2. The Design-Builder shall come to progress meetings with the required data prepared in advance of each meeting, to provide, as of the end of the updating period, a complete and accurate report of contract procurement and construction progress and showing how the Design-Builder plans to continue construction to meet the Contract completion date.
3. Illustrate complete sequence of construction by activity. Provide dates for submittals including those for City furnished items, if any, and return of submittals, dates for procurement and delivery of products, and dates for installation and provision for testing. Provide legend for symbols and abbreviations.
4. Submission Requirements: Provide the following with each submission of the schedule in electronic format uploaded onto the City's Project Management

System, and submit updates of the following for the Detailed Construction Schedule on a monthly basis:

- 4.1 A XER file with each submission of the schedule.
- 4.2 A written Schedule Status Report as required by this SECTION, submitted in the monthly report as required in SECTION V in this RFP.
- 4.3 Graphic and tabular reports required by this SECTION.
5. Computer Output of Tabular/Graphic Reports: The Design-Builder shall submit the following reports as an electronic upload throughout the duration of the Project:
  - 5.1 Submit an 11x17 PDF Bar Chart of all activities sorted by start and grouped by month. For all updates, set the last approved update as a baseline target and display baseline target bars.
  - 5.2 Submit an 11x17 PDF Bar Chart of the Longest Path sorted by Start Date. For all updates, set the last approved update as a baseline target and display baseline target bars.
  - 5.3 Submit an 11x17 PDF Bar -Chart Three-Month-Look-Ahead, showing all activities that will start or be in progress in the three months following the Data Date.
  - 5.4 All of the above reports shall include the following information:
    - a. Activity ID
    - b. Activity Name
    - c. Original Duration
    - d. Remaining Duration
    - e. At Complete Duration
    - f. Start Date
    - g. Finish Date
    - h. Percent Complete
    - i. Total Float
    - j. Finish Date Variance from Last Approved Schedule Finish Date
  - 5.5 Tabular Report Schedule of Values showing Activity ID, Activity Name, Budgeted Total Cost, Actual Total Cost, and Remaining Total Cost for each activity.
    - a. Show overall project Grand Totals for Budget, Actual, and Remaining Costs.
    - b. Code and group activities by CSI Specification Number.
6. Schedule Status Report: Provide a written report describing the following:

- 6.1 Status of construction and the schedule.
  - 6.2 Physical progress during the report period.
  - 6.3 Activities modified since previous report period.
  - 6.4 Major changes in construction work.
  - 6.5 Major milestones (achieved and slipped).
  - 6.6 Plans for forthcoming report period.
  - 6.7 Actions to correct any negative float predictions.
  - 6.8 Problem areas.
  - 6.9 Anticipated delays and their impact on schedule.
  - 6.10 Changes required to maintain Date of Substantial Completion.
  - 6.11 Corrective action taken or proposed.
  - 6.12 The City reserves the right to ask for additional information in this format on a monthly basis if required to expedite the review and acceptance process.
7. Progress Payments: Refer to SECTION IV in this RFP for requirements for progress payments.
8. City's Review and Design-Builder Schedule Revisions
- 8.1 At the request of the City, The Design-Builder shall participate in any meetings necessary to reach a mutual agreement and acceptance of schedules or Cash Flow Projections.
  - 8.2 Within fourteen (14) calendar days of receipt of the City's questions, if any, The Design-Builder shall respond by submitting a revised schedule if the Design-Builder accepts the City's revision requests, or The Design-Builder shall submit in writing justification why such revisions should not be implemented. If the DESIGN-BUILDER's justification for not implementing the revisions is acceptable to the City, the City will accept the DESIGN-BUILDER's schedule as submitted. Schedule issues that remain unresolved will result in a schedule that is not accepted by the City. The City's non-acceptance of the DESIGN-BUILDER's schedule does not absolve the Design-Builder of the requirement to meet the completion date required by the Contract.
  - 8.3 The City's acceptance of a schedule submitted by the Design-Builder in no way makes the City insurers of success of the DESIGN-BUILDER's time performance, or liable for time or cost overruns flowing from the shortcomings of a DESIGN-BUILDER-authored schedule. The City disclaims and the Design-Builder waives any City obligation or liability by reason of the City's acceptance of the DESIGN-BUILDER's schedule submissions.
9. Float Time
- 9.1 Float is not for the exclusive benefit of either the Design-Builder or City. The Design-Builder shall manage construction according to early start dates, by

commencing activities on the early start date (calculated by the latest accepted schedule) or earlier if possible, unless constrained by a bona fide resource limitation. Actual or projected City- caused delays that do not exceed available float time shall not have any effect on the DESIGN-BUILDER's adherence to specified time constraints and shall not be a basis for any time extension.

9.2 The Design-Builder acknowledges the following:

- a. Activity delays shall not automatically result in adjustment of specified time constraints.
- b. A Contract Modification or other City action or inaction may not affect existing critical activities or cause non-critical activities to become critical.
- c. A Contract Modification or delay may result in only absorbing a part of the available total float that may exist within an activity chain of the network, thereby not causing any effect on specified time constraints.
- d. Pursuant to the above float sharing requirements, use of float released by elimination of float suppression techniques such as preferential sequencing, special lead/lag logic restraints, unreasonably extended activity durations, or imposed dates shall be distributed by the City to the benefit of the City and DESIGN-BUILDER.

9.3 If the Design-Builder wishes to complete construction earlier than the time required, the following shall apply:

- a. The Design-Builder shall continue to calculate float based on the construction completion date required by the Contract and Contract Modifications, by maintaining the required Substantial Completion date as a "finish-no-later-than" constraint.
- b. The completion time for construction shall not be amended by the City's acceptance of the DESIGN-BUILDER's proposed earlier completion date.
- c. The Design-Builder shall not, under any circumstances, receive additional compensation for fees, General Conditions, or Trade Contracts for the period between the time of earlier completion proposed by Design-Builder and the completion time for construction specified as of NTP.

10. Weather Caused Delays

- 10.1 The City and Design-Builder shall use the following table labeled "Monthly Anticipated Adverse Weather Days (in work days)" as the basis for

determining the anticipated number of “unusually severe weather” workdays at the construction site:

Monthly Anticipated Adverse Weather Days (in work days)											
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
4	5	4	5	5	3	3	3	2	4	4	4

10.2 A lost work day shall be considered a weather delay when unusually severe weather exists and when such weather conditions directly cause work to be delayed on the activity or activities which are on the critical path according to the latest accepted update of the schedule during that month. Weather-caused schedule losses shall be measured in half (0.5) workday increments if the unusually severe weather affects work at the site only for one half of a normal workday. If unusually severe weather occurs during the first half of a normal work and also delays work during the second half of the day (e.g., due to employees not being required to report to work due to unusually severe weather), the entire work day shall be considered a weather caused lost work day. The DESIGN-BUILDER’s request for weather caused time extensions during a given month shall be considered only for actual work days lost in excess of the number of work days listed in the table above and meeting the above criteria. The Design-Builder shall meet the submission and notification requirements and follow the procedures for requesting time adjustments to the schedule as described in this SECTION.

11. Contract Modifications, Delays, and Time Extensions

11.1 Submit a written Time Impact Analysis with proposed contract modifications which affect the Contract’s required completion date, illustrating the impact of the proposed contract modification on that date.

11.2 Time Impact Analyses shall include a network analysis demonstrating how the Design-Builder proposes to incorporate the proposed contract modification or delay into the Detailed Construction Schedule. The analysis shall demonstrate the time impact based on the date the signed Contract Modification is given to the DESIGN-BUILDER, the status of construction at that point in time, and the event time computation of all affected activities. The event times used in the analysis shall be those included in the latest update of the schedule or as adjusted by mutual agreement. The Design-Builder shall submit any supporting electronic files with the Time Impact Analysis.

11.3 Time extensions will be granted only to the extent that the equitable time adjustment for the activities affected exceeds the total float along the path of activities at the time of actual delay or at the time that Notice to Proceed was issued for the Contract Modification. Each Time Impact Analysis shall be submitted within fourteen (14) calendar days after a delay occurs or after notice of direction for a change is given to the Design-Builder by the City. If the Design-Builder does not submit a Time Impact Analysis with a proposed

contract modification for a delay within the required time period, he shall be deemed to have irrevocably waived his rights to any additional time and cost. Upon mutual agreement by both parties, the result of the analysis illustrating the influence of Contract Modifications and delays will be incorporated into the schedule during the first update after agreement is reached.

- 11.4 In the event the Design-Builder does not agree with the decision of the City regarding the impact of a delay, it shall be resolved in accordance with General Terms and Conditions.

## 12. Responsibility for Completion

- 12.1 The Design-Builder shall furnish sufficient field personnel, offices, materials, facilities, plant and equipment, to ensure the prosecution of construction in accordance with the current accepted schedule. If the City advises that the Design-Builder has fallen behind in meeting milestones as presented in the schedule, The Design-Builder shall take such steps as may be necessary to improve progress. Upon the City's written notice that The Design-Builder is behind schedule as a result of inexcusable causes, The Design-Builder shall immediately mitigate such loss by increasing the hours of work, the number of shifts, overtime operations and/or the amount of construction equipment without additional cost to the City. The Design-Builder acknowledges that such remedial action on his part is not compensable acceleration of the performance of construction.

- 12.2 Work for remedial action may be conducted on Saturdays, Sundays, or holidays, with sufficient written notice and subject to the City's approval.

## **G. DESIGN-BUILDER'S RESPONSIBILITY FOR THE SCHEDULE**

1. Should the Design-Builder fail to define any element of construction, activity, or logic, and Project Manager review does not detect this omission or error, such omission or error, when discovered by the Design-Builder or City, shall be corrected by the Design-Builder before the next monthly schedule update and shall not be cause for delay of completion of construction within the required time. The Design-Builder acknowledges that the City and Project Manager are not required or otherwise obligated to discover errors or omissions in the DESIGN-BUILDER's proposed schedule. The City's, or others identified, acceptance of a schedule does not relieve the Design-Builder of the responsibility for the schedule.

**END OF SECTION X**

**SECTION XI  
PRICE PROPOSAL & REQUIRED FORMS  
RFP CP-19-05**

**(Under Separate Cover)**



# 20-G-73

MOU with UMPD for  
live-monitoring of certain  
security cameras in the City



CITY OF COLLEGE PARK, MARYLAND  
REGULAR COUNCIL MEETING

AGENDA ITEM 20-G-73

Prepared By: R. W. Ryan, Public Services Director

Meeting Date: 04/14/2020

Presented By: R.W. Ryan, Public Services Director

Consent Agenda: No

Originating Department: Public Services

Action Requested: Discussion and decision regarding an MOU with University of Maryland Police Department for live monitoring of certain City security cameras through FY21.

Strategic Plan Goal: Goal 4: Quality Infrastructure

**Background/Justification:**

The University of Maryland Department of Public Safety (UMPD) live monitors eighteen (18) CCTV pan-tilt-zoom (PTZ) security cameras in Old Town and three (3) on Baltimore Avenue between Lakeland and Berwyn House Roads for a total of 21 PTZ cameras. UMD provided this service at no cost for three (3) years until the original MOU expired at the end of FY14. Subsequent MOUs between the City and UMPD reflect the following cost per camera and total costs. Continued UMPD MOU for monitoring in FY21 must be approved by City Council. An increase in cost of 3% is proposed. FY 22 is also projected with an additional 3% increase.

**Live Monitoring Costs**

Year(s)	Cost per Camera	Total Annual Cost (21 cameras)
FY15	\$6,130	\$128,730
FY15 - FY18	\$6,698	\$140,658
FY19	\$6,899	\$144,879
FY20	\$7,106	\$149,226
FY21	\$7,319	\$153,699
FY22	\$7,539	\$158,319

UMPD Deputy Chief David Lloyd provided answers to Council questions regarding monitored cameras which were presented at the Worksession on September 17, 2019. City staff provided answer to questions as well. This information is attached.

The proposed FY21 MOU is attached It includes FY22 cost projections.

The MOU has always provided an alternative such that UMDPS will provide record-only services for CCTV cameras at the following annual unit prices:

**Record-Only Services**

Year	Cost per Camera	Total Annual Cost (21 cameras)
FY19	\$642	\$13,482
FY20	\$661	\$13,881
FY21	\$681	\$14,301
FY22	\$701	\$14,721

If the City were to implement the record-only alternative, the City would realize a savings of \$139,398 in FY21.

This would allow the City to purchase approximately 5-6 new camera installations, depending on available use of existing utility poles and power, Estimated costs include installation and maintenance by Hitachi, the

City's service provider for the City's cameras. Cost estimate is based on current approximate cost including new utility poles and connection to power supply.

An alternate use of these funds would be additional contract police time. At approximately \$140,000 an additional 2,384 contract police hours could be provided. This could be split between 1,192-day shift hours and 1,192-night shift hours. This estimate includes FICA and Workers Compensation insurance costs.

Another alternative would be to migrate from either the live monitored, or centrally stored data cameras to stand alone camera installations which store video data onsite and are accessible for remote download. Implementation of this option would be best implemented by migration over several years as older cameras need to be replaced. These are the types of cameras the City has installed in other locations and is planning for future projects. The key difference between live monitored cameras and stand alone "PODSS" is the timeliness of data access. Live monitored camera data access by police at an operations center is immediate. Police access to data from our stand alone cameras at this time is dependent upon a request for data to our vendor, the number of cameras data is requested from for a particular incident, and the span of time for which data is requested. Our vendor then downloads and saves data from each camera for the time period requested and provides police investigators with online access to the downloaded data. This access is usually provided within one business day. Large volumes of data may take an additional business day. Our vendor is updating software to allow authorized police investigators with remote access to our cameras data. This access is anticipated by FY 21.

A map of existing camera locations and an inventory of camera projects are attached.

**Fiscal Impact:**

Varies depending upon live versus record-only services and other options.

**Council Options:**

1. Approve and authorize the City Manager to sign an agreement with direction to continue with live camera monitoring services through FY21.
2. Approve and authorize the City Manager to sign an agreement with direction to switch to record-only camera data services with UMPD.
3. Approve and authorize the City Manager to sign an agreement with direction to migrate as cameras are replaced to PODSS cameras with unit data storage and allow police data access.
4. Approve another option.
5. Not approve continuing the MOU and cease UMD monitoring services without another option for data retrieval.

**Staff Recommendation:**

Staff will take direction from Council.

**Motion:**

TBD

**Attachments:**

1. FY21-22 MOU
2. UMPD response to Council questions
3. Security Camera Projects as of 10 April 2020
4. Security Camera Maps

UMPD/CITY OF COLLEGE PARK

Memorandum of Understanding

CCTV CAMERA MONITORING

**I. OVERVIEW & TERM**

This Memorandum of Understanding (MOU) is an agreement between the University of Maryland Police Department, College Park (UMPD) and the City of College Park (CCP) relating to the provision of monitoring services for CCP closed circuit television (CCTV) cameras in the UMPD Security Operations Center (SOC). This MOU in essence continues the agreement entered into by the parties for the period of time commencing on July 1, 2014 and ending on June 30, 2020, with some terms and provisions being modified. The parties have operated in accordance with the terms of this MOU and deem it to be effective retroactively as of July 1, 2020 through June 30, 2022.

**II. STAFFING & SUPERVISION**

All individuals working in the SOC are employed by UMPD and function under the direction of a full-time UMPD professional staff member. The SOC will provide staffing necessary to monitor the CCTV cameras referenced in Exhibit A, which is attached and incorporated in this MOU. A full-time professional UMPD employee will be on call at all times when an on-duty supervisor is not scheduled or otherwise available in the SOC. Although UMPD employees are assigned to work in the interest of CCP pursuant to this MOU, they are hired, trained, and directly supervised by UMPD employees. CCP is encouraged to provide feedback related to SOC employee performance, either positive or negative, if noteworthy performance is observed.

**III. UNIFORMS & OPERATIONAL COSTS**

Employees of the SOC wear a set uniform for daily operations as dictated by SOC policy. Component costs of the service fee include, but are not limited to:

- purchase of required uniform items for use by SOC employees.
- equipment in the SOC itself, including high-definition CCTV monitors, computers, keyboards, video controllers, consoles, network and other storage and recording devices, etc.
- maintenance of the above referenced equipment.
- wages, salaries, and benefits of SOC employees associated with supervision, monitoring, video review, and coordination with the City's vendor for camera maintenance.
- training of SOC employees.

#### **IV. COMMUNICATIONS & RELATIONS**

All persons involved will be responsible for promptly returning telephone calls, email, and other communiques. Meetings may be scheduled as appropriate or requested to address issues of interest to either party. These meetings will take place as needed or requested by either party to this MOU. CCP is strongly encouraged to notify UMPD by calling (301) 405-3555 whenever any suspicious or illegal activity is suspected to be taking place.

#### **V. SERVICE & MAINTENANCE OF CAMERAS**

Service and maintenance for the cameras being monitored pursuant to this MOU is provided by a vendor selected and hired by CCP. UMPD will coordinate directly with the contractor to report service needs and CCP will receive copies of all service requests sent to the contractor.

The only responsibilities of UMPD with respect to service and maintenance are to make timely notification of camera malfunctions and to coordinate with the CCP contractor, as needed, to allow interface access. UMPD bears no responsibility for the maintenance of these cameras, nor for the inability to manipulate, monitor, or record images due to malfunctioning cameras. Following repair, it is the responsibility of CCP to ensure that the contractor of choice makes notification to UMPD that the camera is back in service.

CCP may choose at any time to contract with a different organization for service and maintenance but must provide the contact information and arrange a meeting between UMPD, CCP, and the new contractor to determine notification procedures.

#### **VI. TRAINING & PERFORMANCE**

No SOC employee will be assigned to monitor cameras without having first been trained by UMPD personnel. SOC employee training will be augmented as needed. The cost of training is a component of the fee for services and will be provided as necessary by UMPD personnel.

#### **VII. MONITORING OF CCTV CAMERAS BY SOC PERSONNEL**

SOC employees will monitor the cameras referenced in Exhibit A, located within the City of College Park. Using equipment provided by UMPD, SOC employees will perform the following tasks:

- For those cameras identified by CCP, monitor the areas within camera range by conducting prescribed camera rounds and patrols 24 hours per day, 7 days per week with the exception of the Genetec tag reader cameras;

- Notify UMPD of any unusual/illegal circumstances;
- Record all activities captured by the cameras on a 24 hour per day, 7 days per week basis; and
- As appropriate and when requested, review recorded video footage and provide evidence to local police officers and UMPD and other approved agents of CCP/UMD to assist with cases.

Additionally, at CCP's request, UMPD will make cameras available for viewing by CCP personnel in the SOC. CCP must contact the SOC Manager or Commander in advance to arrange to view cameras in the SOC. Due to the nature of camera monitoring and recording, there is no guarantee that all incidents will be captured, even if they occur within the potential purview of the cameras covered under this MOU. Because SOC personnel are able to view a very limited number of cameras or areas at any given time, an incident may occur on a camera that is not currently under observation at the time of the incident. While not being actively monitored by SOC personnel, each of the CCP cameras is programmed to cover the broadest area possible. Because each camera has a wide field of view, a camera may be "looking" in one area while an incident is occurring in another. If a camera is pointed in one direction and an incident is occurring in a different location, the incident will not be captured or recorded.

## **VIII. SERVICE FEES**

This MOU commenced in Fiscal Year ("FY") 2021 (July 1, 2020) and continues through FY 2022 (June 30, 2022). It reflects a 3% increase in fees for FY 2021, rounding up to the nearest dollar. The annual unit price for monitoring services under this MOU is \$7,319 per camera for FY2021, \$7,539 per camera for FY2022.

The total for monitoring all twenty-one CCP CCTV cameras is as follows:

FY 2021 - \$153,699.00  
 FY 2022 - \$158,319.00

UMPD will provide record only services for the Genetec tag reader ("LPR") cameras listed on Exhibit A at no charge so long as CCP chooses to have all of its CCTV cameras listed on Exhibit A monitored.

In the alternative, UMPD will provide record-only services for CCTV cameras identified by CCP at the following annual unit prices:

FY21 - \$681 per camera  
 FY22 - \$701 per camera

CCP shall provide at least 45 days' prior written notice to UMPD of a request to change the designation of a monitored CCTV camera to a record-only camera. In the event that CCP decreases the number of CCTV cameras being monitored in favor of making them record only, CCP will be charged for the record-only services that would otherwise be due for the LPR cameras on a prorated basis beginning on the date the first camera is switched from monitoring to record-only.

Additional cameras brought online within CCP's area of responsibility may be covered under the same provisions of this MOU upon written amendment signed by both parties. Service fee adjustments necessitated by changes in the number of cameras being monitored over the life of this MOU will be prorated based on unit price from the point the services for each camera begin or end.

Should this MOU expire without a new agreement being signed, and in order to insure continuity of service, UMPD will continue to monitor and record at the level of service in place as of the expiration of this MOU at a continuing fee escalation of 3% per year rounding up to the nearest dollar. The fee increase will become effective on July 1<sup>st</sup> of each year that a new agreement is not signed, and billed for accrued amounts as necessary.

An invoice for services rendered in FY21 will be sent to CCP from UMPD on or before July 15, 2020.

An invoice for services rendered in FY22 will be sent to CCP from UMPD on or before July 15, 2021.

## **IX. NON-COMPLIANCE AND TERMINATION**

In the event of perceived non-compliance with any aspect of this MOU, written notification must be made to the other party. Written response to any complaint will be made within five (5) business days from the date the complaint is received. Repeated failure on the part of either party to comply with the terms of this MOU after written notifications of such failure to the other party may result in termination of this MOU. In addition to termination for non-compliance, this MOU may be terminated by either party after thirty (30) business days' prior written notice. In the event this MOU is terminated for any reason, fees to which UMPD is entitled will be determined and payable at the time of service termination on a prorated basis.

## **X. AGREEMENT OF THE PARTIES**

This MOU constitutes the entire understanding between the parties. No modification or addition to this MOU shall have any effect unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this \_\_\_\_\_ day of \_\_\_\_\_, 2020, which is the date that the last signatory signs this MOU.

City of College Park:

Witness:

\_\_\_\_\_  
Scott Somers, City Manager

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Attorney, City of College Park

University of Maryland, College Park:

Witness:

\_\_\_\_\_  
Carlo Colella,  
Vice President for Administration and Finance  
University of Maryland College Park

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

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

EXHIBIT A

1. Project Title: Old Town "MESH" Wireless  
Status: Monitored by UMPD FY21 / FY22  
Cameras: 15-PTZ 4- LPR
  
2. Project Title: Hartwick Road at Princeton Avenue  
Status: In Service for Monitoring by UMPD FY21 / FY22  
Cameras: 1 -PTZ
  
3. Project Title: Guilford Road — Calvert Hills  
Status: In Service for Monitoring by UMPD FY21 / FY22  
Cameras: 2-PTZ 1-LPR
  
4. Project Title: Lakeland/Baltimore Avenue  
Status: In Service for Monitoring by UMPD FY21 / FY22  
Cameras: 3-PTZ 2- LPR

Key:

BJAG Byrne Justice Assistance Grant through GOCCP:

CCTV = Closed Circuit Television/Fixed Focus Security Camera

GOCCP = Governor's Office of Crime Control & Prevention

LPR—License Plate Recognition and Recording Security Camera

PTZ = Pan/Tilt/Zoom Remote Controlled and Monitored Security

# UMPD – City of College Park MDU FAQs related to CCTV Camera Monitoring

In response to the questions that were posed to the University of Maryland Police Department (UMPD) after the September 17, 2019 College Park Council meeting, the UMPD staff in the Security Operations Center (SOC) worked to locate the requested information with the available data.

The SOC is an important component of the combined police effort in the City of College Park. With the policing resources invested by Prince George's County Police Department, the City of College Park through the contract officer and part-time officer program along the heavy investment from the University of Maryland Police Department, these efforts help form a "safety blanket" in the College Park area. This combined and coordinated work along with the involvement of the SOC have positively impacted the crime reduction mission. Below are the responses to the eight questions that were posed:

**1. In 2019, how many of the 21 cameras were used to identify, in real time, a live incident?**

FY 2019 - SOC observed 30 incidents in real time which prompted some sort of police response/service. Two of these incidents were captured on two cameras. In total, SOC observed real time incidents on 13 of the 21 cameras. These incidents included suspicious activity (vehicle and person), malicious destruction of property, urinating in public, fights/assaults, and intoxicated individuals/check on welfares. The majority of these incidents were assaults/mutual combatants.

704-1	713-2
706-3	715-1
707-1	717-3
708-2	718-1
710-1	741-1
711-14	742-1
712-1	

FY 2020 till 10/15/19 - SOC observed 12 incidents in real time which prompted some sort of police response/service. Five of these incidents were captured on two cameras. In total, SOC observed real time incidents on 5 of the 21 cameras. These incidents included suspicious activity (vehicle and person), controlled dangerous substance violations, fights/assaults, and intoxicated individuals/check on welfares. The majority of these incidents were assaults/mutual combatants.

700-2	717-2
710-3	740-1
711-9	

**2. How many of those resulted in an arrest?**

One incident resulted in an arrest in FY2020. None of these incidents resulted in an arrest in FY2019. Given that a majority of our calls were assaults/fights in progress, officer's speedy response usually ended the fighting. With suspects fleeing upon hearing/seeing officers arriving, or neither party wanting to press charges. We do not have the ability to adequately articulate if the assaults/fights were not seen by SOC early on what could have occurred if the incidents spiraled into a more serious incident (1<sup>st</sup> degree assault / serious injuries / more combatants).

Some situations resulted in suspects being stopped and identified by patrol officers, and subsequently released from the scene. With other incidents, suspects were no longer on scene when officers arrived. With the injured persons/check on welfare calls, officers and EMS responded and determined if the individual needed to be transported for medical treatment.

**3. In 2019, how many of the 21 cameras were accessed after a reported incident?**

FY2019 - SOC conducted 29 reviews at the request of PGPD. During these reviews, College Park cameras were used 87 times. The cameras accessed were:

700-1	711-5
701-3	712-3
702-3	713-5
703-2	714-4
704-5	715-3
705-7	717-2
706-4	718-2
707-1	719-1
708-4	740-8
709-3	741-10
710-5	742-6

FY2020 through 10/15/19 - SOC has conducted 7 reviews at the request of PGPD. During these reviews College Park cameras were used 21 times. SOC has 4 current pending PGPD reviews in our workflow. The cameras accessed were:

703-2	717-1
704-2	718-1
705-1	740-1
707-1	741-3
710-2	742-4
711-3	

**4. How quickly, on average, is that forensic video produced?**

When producing forensic video, the amount of time necessary to complete such a task varies depending on the circumstances of the incident. They are as follows:

- **Timeframe:** The longer the requested timeframe, the longer it takes the reviewer(s) to complete the task.
- **Number of suspects:** The more suspects involved, the longer it will take to capture and record each suspect.
- **Tracking:** If a possible suspect or vehicle is seen continuously moving around the city, it takes our reviewer(s) a considerable amount of time, in order to capture and gather as much footage as possible.
- **Number of cameras:** If the area in which the incident occurred is saturated with many cameras, the more time is required by the reviewer(s) in order to gather all of the possible video evidence.
- **Emergency reviews:** If an incident has just occurred, reviewer(s) must respond quickly to ever updating information in order to successfully gather as much forensic video as possible.
- **Severity of incident:** Incidents that are severe in nature, take precedent over less severe incidents, and therefore are completed first and with haste.

- When a request is received The reviews are completed in the order in which they were submitted. Older reviews will be completed first, so that the footage is present for us to review. Our footage generally stores video data for about a month, so it imperative that reviews are requested in a timely fashion.

All of these variables effect the length of time that each reviewer must spend in order to effectively and efficiently produce forensic video evidence.

**5. How many of those resulted in an arrest?**

UMPD cannot answer this question. SOC conducts a video review and gives the requesting PGPD detective a report of what is found. What the detective does with that information and the ultimate outcome of the case is not relayed back to SOC.

In FY 2019, out of 29 requested reviews, SOC found video footage with evidentiary value in 15 cases. In an additional case, PGPD requested a rawburn of all video footage from the city cameras since the case involved a homicide.

In FY 2020, out of 7 requested reviews, SOC found video footage with evidentiary value in 3 cases.

**6. How many of the 21 cameras are monitored at any given time?**

The city cameras are monitored in group 3 along with Mowatt Lane Garage cameras. One monitor is assigned to conduct rounds of the cameras in this group. These rounds can take monitors approximately 25-45 minutes. Additionally, one city camera is always monitored on one of SOC's wall mounted TVs. The supervisor of the shift selects what camera will be displayed on the wall mounted TV. This decision is determined by which coverage area is the busiest during that time frame.

When an incident occurs within view of one or more city cameras, all monitors stop their routine rounds and begin to watch city cameras in the area that may be able to see the incident. Additionally, monitors will as watch secondary cameras in the area in case the incident becomes mobile/moves.

**7. What is UMPD's most recent overall budget for the monitoring all cameras, including the 21?**

Approximately \$2,000,000 /The UMPD budget does not specifically line item SOC costs. However, the \$2,000,000 amount is a conservative estimate based upon the direct costs to staff and operate the unit.

**8. Are there other entities that fund video monitoring for UMD, like CP does?**

The SOC has agreements with the following entities:

Department of Transportation Services, Capstone Management Corporation (Courtyards) and the Office of the Vice President of Student Affairs (graduate HLLs and Graduate Gardens).

## City of College Park Security Cameras Status Report April 2020

- 1. Project Title: Municipal Garage**
- |                     |   |                       |        |
|---------------------|---|-----------------------|--------|
| <b>Cameras:</b>     | 25- Fixed CCTV  | 2- PTZ                | 1- LPR |
|                     | <b>Costs</b>  | <b>Funding Source</b> |        |
| <b>Original:</b>    | \$ 53,353.00  | BJAG/GOCCP Grant      |        |
| <b>Maintenance:</b> | No Fixed Cost   | City                  |        |
| <b>Monitoring:</b>  | N/A   | City                  |        |
| <b>Power:</b>       | Included in Garage Costs  | City                  |        |
| <b>Comments:</b>    | Data stored on City-server and provided to police agencies for investigative purposes |                       |        |
| <b>Status:</b>      | Installation Complete. Cameras Active   |                       |        |
- 
- 2. Project Title: Old Town "MESH" Wireless**
- |                     |   |                             |  |
|---------------------|---|-----------------------------|--|
| <b>Cameras:</b>     | 15- PTZ   | 4- LPR                      |  |
|                     | <b>Costs</b>  | <b>Funding Source</b>       |  |
| <b>Original:</b>    | \$ 500,000.00   | BJAG/GOCCP Grant            |  |
| <b>Maintenance:</b> | \$ 171,816.96   | City Funded 5-Year Contract |  |
| <b>Monitoring:</b>  | \$ 96,000.00<br>(\$6,400/PTZ/Year)  | City funded; UMPD monitors  |  |
| <b>Power:</b>       | \$ 4,800.00/Year  | City                        |  |
| <b>Comments:</b>    | PTZ Cameras are actively monitored by UMPD-SOC at annual cost to the City   |                             |  |
| <b>Status:</b>      | Installation Complete. Cameras and Monitoring Active. Hitachi will redesign signal paths for enhanced camera stability when a fiber optic connection becomes available. |                             |  |
- 
- 3. Project Title: Rhode Island Avenue and Edgewood Road**
- |                     |  |                       |  |
|---------------------|--|-----------------------|--|
| <b>Cameras:</b>     | 4-LPR (each lane exiting the intersection)   |                       |  |
|                     | <b>Costs</b>   | <b>Funding Source</b> |  |
| <b>Original:</b>    | \$ 68,244.00   | City                  |  |
| <b>Maintenance:</b> | TBD  | City                  |  |
| <b>Monitoring:</b>  | N/A  | City                  |  |
| <b>Power:</b>       | N/A  | City                  |  |
| <b>Comments:</b>    | Data stored on-site; accessible to police agencies via vendor data links since 01/01/16. |                       |  |
| <b>Status:</b>      | Equipment installed and recording.   |                       |  |
-



**City of College Park Security Cameras Status Report  
April 2020**

**7. Project Title: Trolley Trail, and Davis Field**

<b>Cameras:</b>	6-PTZ	1- LPR
	<b>Costs</b>	<b>Funding Source</b>
<b>Original:</b>	\$ 125,000.00	BJAG/GOCCP
<b>Original:</b>	\$ 25,000.00	City
<b>Maintenance:</b>	Added to maintenance contract	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	N/A	City
<b>Comments:</b>	Data stored on-site and accessible to police agencies via vendor data links.	
<b>Status:</b>	Complete. Data stored on-site; accessible to police agencies via vendor data link since 01/01/16.	

**8. Project Title: Proposed Phase 7 (Lakeland, Berwyn, Duvall Field, Trolley Trail at Lackawanna, METRO at Lackawanna)**

<b>Cameras:</b>	8-PTZ	2- LPR
	<b>Costs</b>	<b>Funding Source</b>
<b>Original Estimate:</b>	\$ 225,000	BJAG/GOCCP <i>(Application 07/16 DENIED)</i>
<b>Maintenance:</b>	TBD	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	TBD	City
<b>Comments:</b>	Data to be stored on-site and accessible to police agencies via Added to maintenance contract.	
<b>Status:</b>	Grant Applications to GOCCP for funding in FY16, FY17 and FY18 were denied. Application submitted for FY19. City was awarded a reduced amount which is being used to fund Project #9.	

**City of College Park Security Cameras Status Report  
April 2020**

**9. Project Title: Trolley Trail North & Duvall Field (Greenbelt Rd to Edgewood Rd)**

**Cameras:** 3-multi fixed focus CCTV

	<b>Costs</b>	<b>Funding Source</b>
<b>Original Estimate:</b>	\$49,459.84	BJAG/GOCCP (Application 08/18)
<b>Maintenance:</b>	Contract Amended	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	PEPCO	City

**Comments:** Data to be stored on site and accessible to police agencies via the Internet

**Status:** A grant application in response to a NOFA for FY19 funds was made requesting \$141,398.00. Submitted to GOCCP August 2018; Notice of award of \$49,998.00 received in December 2018. Two of the three multi-focus security cameras have been installed and are in service in North College Park at Duvall Field parking lot, and the intersection of Rhode Island and Edgewood. The third camera at Lackawanna and the Metro entrance path is pending PEPCo approval of power access. .

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**10. Project Title: Trolley Trail South (Harvard Road to Albion Road)**

Albion Road at Baltimore Avenue; and Trolley Trail at Albion Road; Amherst Road, Drexel Road, Harvard Road and WMATA building.

**Cameras:** 6-multi fixed focus CCTV

	<b>Costs</b>	<b>Funding Source</b>
<b>Original Estimate:</b>	\$152,000.00	CPCUP to reimburse City \$119,221.75 from CPTED grant; remainder to be funded by C.I.P
<b>Maintenance:</b>	Added on to existing contract from total estimate	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	PEPCO	City

**Comments:** Data to be stored on site and accessible to City and police agencies via the Internet

**Status:** CPCUP has funding available from a Crime Prevention Through Environmental Design (CPTED) grant for Trolley Trail safety. This is a reimbursable grant, so the City will have to first spend approximately \$120,000 from FY 2020 CIP funds and then be reimbursed an additional location was added outside of city limits at the WMATA building along the trail for resident safety between neighborhoods (estimated maximum cost is \$26,000.00). This should provide 6 locations as listed above depending on infrastructure (e.g.

## City of College Park Security Cameras Status Report April 2020

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ability to use existing utility poles, access to power). The current City security camera vendor is preparing a proposal.

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**11. Project Title: Trolley Trail (Campus Drive north to Greenbelt Road)**

Campus Drive at Ped-Bike Crossing; Trolley Trail between Campus Drive and Pierce Avenue; Trolley Trail/ Rhode Island Ave & Seminole Street; Trolley Trail/ Rhode Island Avenue @Greenbelt Road

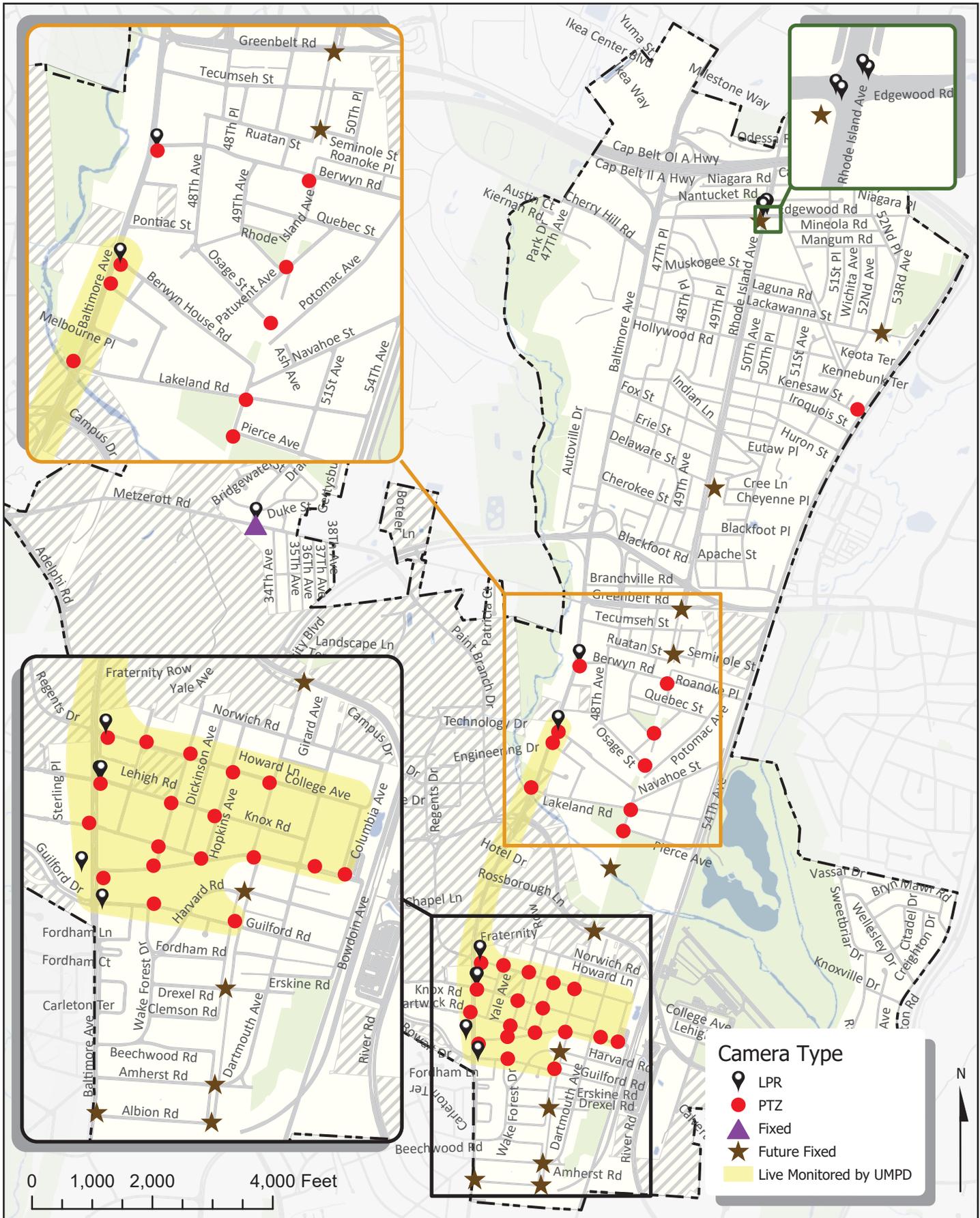
**Cameras:** 4 multi fixed focus CCTV

	<b>Costs</b>	<b>Funding Source</b>
<b>Original Estimate:</b>	\$104,000.00	City unless grant funds become available.
<b>Maintenance:</b>	Added on to existing contract from total estimate	City
<b>Monitoring:</b>	Wireless Access	City
<b>Power:</b>	PEPCO	City
<b>Comments:</b>	Data to be stored on site and accessible to City and police agencies via the Internet	
<b>Status:</b>	When GOCCP posts a NOFA an application for a grant will be submitted. Otherwise, the source of funds will need to be CIP. These locations were determined not to be eligible for CPTED/CPCUP grant funds.	

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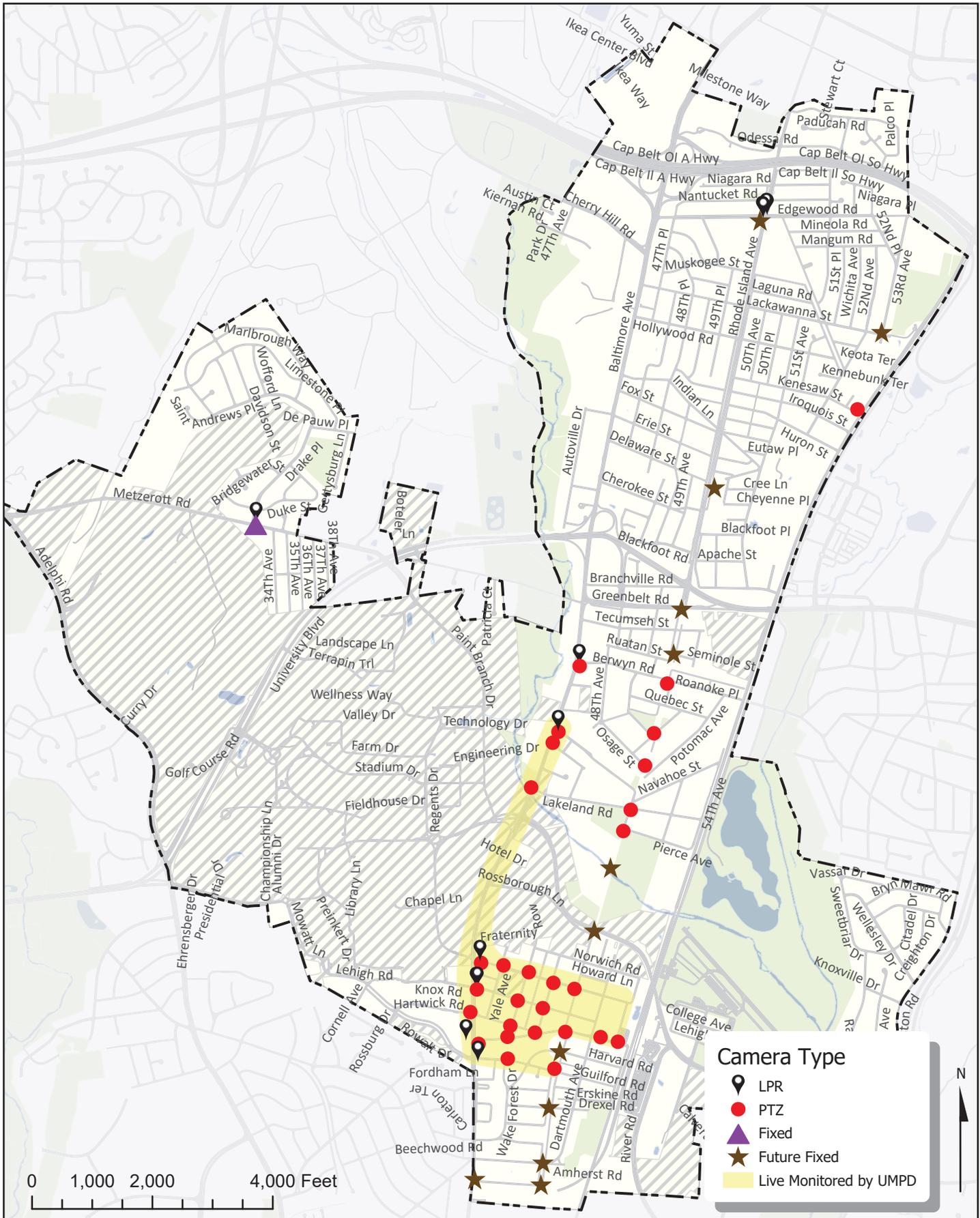
# City of College Park Security Camera Locations

Created by: College Park Engineering  
 Source: College Park GIS, M-NCPPC  
 Created: 10/11/2019



# City of College Park Security Camera Locations

Created by: College Park Engineering  
 Source: College Park GIS, M-NCPPC  
 Created: 10/11/2019



# 20-G-78

## Appointment of Councilmembers to the Student Liaison Selection Subcommittee

**CITY OF COLLEGE PARK, MARYLAND  
REGULAR MEETING AGENDA ITEM**



**AGENDA ITEM: 20-G-78**

**Prepared By:** Janeen S Miller  
City Clerk

**Meeting Date:** April 14, 2020

**Presented By:** Mayor Wojahn

**Consent Agenda:** No

**Originating Department:** Mayor and Council

**Action Requested:** Appointment of Councilmembers to the Student Liaison Selection Subcommittee

**Strategic Plan Goal:** Goal 5: Effective Leadership

**Background/Justification:**

In 2002, the Mayor and Council adopted Resolution 02-R-3, the original Resolution to establish the Student Liaison and Deputy Student Liaison positions. 20-R-3 was updated and amended over the years, and the most recent iteration, Resolution 18-R-13, is attached.

The SGA is responsible for facilitating the recruitment and advertising for the next Student Liaison. For the City Council, it is time to select the Student Liaison Selection Subcommittee (SLSS). The SLSS conducts the interviews and makes a recommendation to the SGA for the next Student Liaison. Per Section 6 of the attached, the members of the SLSS are the SGA President and Speaker, and two members of the College Park City Council as appointed by the Mayor, and the Mayor or his designee, who is a City resident. The SLSS will recommend to the SGA a candidate for the Student Liaison position, the SGA considers the recommendation during the third and final weeks of April, and the position must be appointed by the SGA by a 2/3 vote.

**Fiscal Impact:**

N/A

**Council Options:**

#1: The Mayor should appoint two members of the College Park City Council and either himself or a designee (who is a City resident) to serve on the Student Liaison Selection Subcommittee

#2: Delay this action

**Staff Recommendation:**

#1

**Recommended Motion:**

**Attachments:**

Resolution 18-R-13

**RESOLUTION 18-R-13**

**RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE CITY OF COLLEGE PARK TO AMEND 11-R-04 IN ITS ENTIRETY TO  
PROVIDE A NEW APPOINTMENT PROCESS, PROVIDE A JOB DESCRIPTION,  
AND DESCRIBE THE SKILLS, FOR THE DEPUTY STUDENT-LIAISON POSITION.**

**WHEREAS**, the Mayor and City Council adopted Resolution 02-R-3 in 2002, which established the Student Liaison and Student-Liaison Alternate positions to maintain good communications with the Student Government Association and the students of the University of Maryland College Park and to identify issues of common concern to students and the City; and

**WHEREAS**, the Student-Liaison and Student-Liaison Alternate positions evolved since their creation in 2002, and the Council adopted amendments to Resolution 02-R-3 in Resolution 10-R-33 to reflect these developments; and

**WHEREAS**, the Mayor and Council have determined that an additional amendment is necessary to provide a new appointment process, job description and desired skills for the Deputy Student-Liaison position.

**NOW, THEREFORE, BE IT RESOLVED** that:

1. The Mayor and Council formally recognize the position of a non-voting Student-Liaison and Deputy Student-Liaison to the College Park City Council.

2. The Student-Liaison shall attend every City Council open meeting, including work sessions, and is invited to sit at the work session table. The Deputy Student-Liaison will attend City Council open meetings and work sessions as often as possible. The Deputy Student-Liaison shall attend meetings in place of the Student-Liaison in the event of illness, unforeseen absences, inability to serve or removal from office. The Student-Liaison and Deputy Student-

Liaison are authorized to attend Council meetings that are held in executive session pursuant to §6-3 of the City Charter, with the exception that they are not authorized to attend executive sessions held to discuss personnel matters or other matters from which the Council determines they should be excluded. Prior to attending any executive session, the Student-Liaison and Deputy Student-Liaison must sign a confidentiality agreement provided by the City.

3. The Mayor and Council shall set aside time at each work session for the Student-Liaison to report on student-City relations, as appropriate. The Student-Liaison shall provide insight to the Council at regular meetings on issues relating to student-City relations or any other agenda item, speaking during the time allowed for public comment. The matters upon which the Student-Liaison comments at any particular meeting shall be at the discretion of the Student-Liaison. The Deputy Student-Liaison will work closely with the Student Liaison to maintain a positive, productive working relationship between the Student Government Association and the College Park City Mayor and Council. The Deputy Student-Liaison will assist the Student-Liaison with his/her participation in Council meetings and other City related duties and provide research with respect to student-City issues when requested.

4. The Student-Liaison shall provide information to students on City issues that would affect them or are of interest to them.

5. The Student-Liaison and Deputy Student-Liaison shall serve for a term of one year, beginning on June 1 of a given year and ending on May 31 of the following year.

6. A Selection Committee, consisting of the Student Government Association's Speaker and President, two members of the College Park City Council as appointed by the Mayor, and the Mayor or his/her designee who is a City resident, will each year recommend to the Student Government Association a candidate for the Student-Liaison Position. The

Selection Committee shall conduct the selection process on a timeline that allows the Student Government Association an opportunity to consider the Committee's recommendation during the third and final weeks of April. This position must be appointed by the Student Government Association by a 2/3 vote. The Student Government Association representatives of the Selection Committee shall be responsible for advertising for the position, creating an application, and facilitating resume and cover letter collection.

7. The Selection Committee shall recommend a candidate for the Student-Liaison based on the following criteria:

- a. A registered undergraduate student at the University of Maryland, College Park, who resides within the City limits;
- b. A student with leadership and communication skills, a desire to serve, and applicable experience;
- c. A student whose schedule shall allow them to attend Council meetings throughout the year; and
- d. A student dedicated to serving in the best interests of the relationship between the City and the students who live in the City.

8. The Mayor and the Student-Liaison shall appoint the Deputy Student-Liaison subject to confirmation by the Council. It is preferred that the Deputy Student-Liaison be a resident of the City. An application with a job description of the Deputy Student-Liaison consistent with this Resolution together with a request for the applicant's resume and cover letter will be distributed after the Student-Liaison is appointed and confirmed. The skills required of the Deputy Student-Liaison include organization, research, especially pertaining to local/municipal government, good communication and professionalism. Deputy Student-

Liaison Applications will be due two weeks after initial distribution. The candidate appointed by the Mayor and Student-Liaison will appear at a regular Council meeting for a vote approve or not approve the appointment.

9. The Student-Liaison shall notify the Mayor if he/she will not be able to attend a City Council meeting and arrange for the Deputy Student-Liaison to attend in his/her place.

10. The Selection Committee, by majority vote, shall be allowed to recommend the removal of the Student-Liaison to the Student Government Association for any of the following reasons:

- a. Three unexcused absences from City Council meetings;
- b. Failure to act competently as a liaison between the City and students;
- c. Inappropriate behavior at Council meetings; or
- d. Inappropriate behavior outside of Council meetings that is detrimental to the interests of the students and the City.

11. Upon a removal recommendation from the Selection Committee, the Student-Liaison may be removed from his/her position by a 2/3 vote of the Student Government Association Legislature.

12. Whether a stipend will be paid to the Student-Liaison and Deputy Student-Liaison, and in what amount, will be determined by the Council during its budget process.

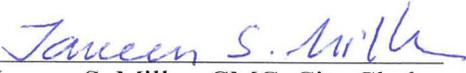
13. This Resolution amends and replaces Resolution 11-R-04 in its entirety.

**ADOPTED** by the Mayor and City Council of the City of College Park, Maryland at a regular meeting on the 9<sup>th</sup> day of October, 2018.

EFFECTIVE the 9<sup>th</sup> day of October, 2018.

**WITNESS:**

**THE CITY OF COLLEGE PARK,  
MARYLAND**

  
Janeen S. Miller, CMC, City Clerk,

  
Patrick L. Wojahn, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

  
Suellen M. Ferguson, City Attorney