

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, May 21, 2018

7:30 PM



Council Chambers

Hyattsville Municipal Building

4310 Gallatin Street, 3rd Floor

Hyattsville, MD 20781

(301) 985-5000 www.hyattsville.org

CITY COUNCIL

[Mayor Candace B. Hollingsworth](#)

[Edouard Haba, Council President, Ward 4](#)

[Kevin Ward, Council Vice President, Ward 1](#)

[Bart Lawrence, Ward 1](#)

[Robert S. Croslin, Ward 2](#)

[Shani N. Warner, Ward 2](#)

[Carrianna Suiter, Ward 3](#)

[Thomas Wright, Ward 3](#)

[Paula J. Perry, Ward 4](#)

[Joseph Solomon, Ward 5](#)

[Erica Spell, Ward 5](#)

ADMINISTRATION

Tracey E. Nicholson, City Administrator

Laura Reams, City Clerk, 301-985-5009, lreams@hyattsville.org

WELCOME TO THE CITY OF HYATTSVILLE CITY COUNCIL MEETING! Your participation at this public meeting is valued and appreciated.

Agenda/Packet: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Audible Devices: Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

Consent Agenda: Items listed on the Consent agenda are considered to be routine in nature, and are normally approved by one motion. Please note that most items on the Consent agenda have been discussed at a previous meeting. If a Councilmember wishes to comment on a particular item, that item shall be removed from the Consent agenda to "action" to allow for additional discussion.

Public Input: If you wish to address the Council during the Public Comment period, please submit an Audience Participation Form to the City Clerk prior to the beginning of the meeting. Matters identified during Public Comment that are not on that meeting's agenda will be referred to staff for follow-up or considered on a future agenda. Issues that require a response will be addressed publically at the next regular Council meeting. Speakers are requested to keep their comments to no more than two (2) minutes per speaker. Written comments or supporting documents may be turned in to the City Clerk for distribution to the Mayor and Council.

Ways to Watch the Meetings Live: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2

Replay Schedule: The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at www.hyattsville.org/councilagendas.

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Inclement Weather: In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.



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1. Call to Order and Council Roll Call

2. Pledge of Allegiance to the Flag

3. Approval of Agenda

4. Approval of the Minutes

4.a) Approval of the Minutes

HCC-350-FY18

I move that the Mayor and Council approve the Council Meeting Minutes for the Regular Council Meeting of April 16, 2018.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Minutes Apr 16 2018 CM.pdf](#)

5. Public Comment (7:40 p.m. – 8:10 p.m.) Limit 2 minutes per speaker

6. Consent Items (8:10 p.m. - 8:15 p.m.)

6.a) Pedestrian and ADA Improvements Near Schools - Phase 1

HCC-351-FY18

I move that the Mayor and Council authorize an expenditure not to exceed \$120,000 to NZI Construction, Inc. for improvements to sidewalks and roads to remediate ADA compliance and pedestrian safety deficiencies in the areas around Hyattsville Elementary, St Jerome's, and Hyattsville Middle Schools.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s):

6.b) Storm Drain Inspection - City Wide

HCC-354-FY18

I move that the Mayor and City Council authorize the City Administrator to enter into a rider agreement on Baltimore County Master Agreement 3521 and authorize the expenditure not to exceed \$75,000, with Mobile Dredging & Video Pipe, Inc. to perform Storm Drain Inspections - City Wide, upon the review and approval of the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[MA 3521 Mobile Dredging & Video Pipe Inc..pdf](#)

[B-1051 RFB.pdf](#)

[MA3521 - Option year 1.pdf](#)

**6.c) Zoning Variance Request V-12-18: 3701 Kennedy Place
HCC-359-FY18**

I move that the City Council authorize the Mayor to send correspondence to the Prince George's County Board of Zoning Appeals stating the City of Hyattsville's support for Variance Request V-12-18, for a variance of 3 feet front yard depth, 5 feet side yard width, and 13 feet rear yard depth for the dwelling, and a variance of 7 feet front street line setback and a waiver of the rear yard location requirement for an accessory building for the subject property 3701 Kennedy Place, Hyattsville.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[City of Hyattsville Zoning Variance Policy Statement and Variance Process 10 3 11.pdf](#)

[3701 Kennedy Place Plat.pdf](#)

[Variance Memo V-12-18 FINAL.docx](#)

**6.d) Authorization to join Friend of the Court Brief: Sanctuary Jurisdictions
HCC-349-FY18**

I move that the Mayor and Council formally authorize the City Attorney to join, on behalf of the City, a friend of the Court brief filed in the United States Court of Appeals for the Ninth Circuit contending that it is within the authority of local governments to declare themselves sanctuary jurisdictions and that the federal government does not have the authority to withhold funding on the basis that a local government declares itself to be a sanctuary jurisdiction.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[2018-2-12 80 56 Cities Counties Amicus Brief \(9th Cir 17-17480\).pdf](#)

**6.e) Environmental Remediation for 3505 Hamilton Street
HCC-352-FY18**

I move that the Mayor and City Council authorize the City Administrator to execute a contract with Retro Environmental, Inc., and authorize an expenditure not to exceed \$160,000 for the Environmental Remediation of 3505 Hamilton Street, upon the review and approval of the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

**6.f) Proclamation of National Gun Violence Awareness Day
HCC-365-FY18**

I move that the Mayor and Council proclaim June 2, 2018, as National Gun Violence Awareness Day in the City of Hyattsville.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[National Gun Violence Awareness Day 2018.docx](#)

6.g) Independent Financial Advisor

HCC-366-FY18

I move that the Mayor and Council accept the proposal submitted by Sudsina & Associates to serve as the City's Independent Financial Advisor, to assist the City with the issuance and sale of general obligation bonds or notes to fund various City infrastructure projects and in obtaining a City bond rating, if needed, and authorize the City Administrator to execute a contract for services in an amount not to exceed \$45,000, upon the review and approval of the City Attorney for legal sufficiency.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

6.h) Circulator Feasibility Study

HCC-362-FY18

I move that the City Council accept the proposal submitted by Toole Design Group and authorize the City Administrator to execute an additional work order to amend contract for services with Toole Design Group for the purpose of conducting a circulator feasibility study at an additional fee for services, not to exceed \$41,000.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Memo - Circulator Service Study - Toole Design - 5.15.2018.docx](#)

[2018-03-12_Circulator Study_ScopeAndFee \(1\).pdf](#)

[2018-05-10_Circulator Study_FEE_Updated \(1\).pdf](#)

7. Motion to Close (8:15 p.m. - 9:15 p.m.)

7.a) Motion to Close (60 minutes)

HCC-363-FY18

I move that the Mayor and Council close the Council Meeting of May 21, 2018 in order to consider the acquisition of real property.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition.

Lead Sponsor: Hollingsworth

Co-Sponsor(s): N/A

8. Action Items (9:15 p.m. - 9:35 p.m.)

8.a) Hyattsville Ordinance 2018-04: Fiscal Year 2019 Budget Ordinance (5 minutes)

HCC-361-FY18

I move that the Mayor and Council introduce Hyattsville Ordinance 2018-04, adopting an annual budget for Fiscal Year 2019 beginning July 1, 2018 through June 30, 2019, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2018; authorizing

collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Final Budget Memo FY2019.docx](#)

[HO 2018-04 FY2019 Final Budget Ordinance 5 15 2018.pdf](#)

[University Town Center Special Tax Report 2018-2019.pdf](#)

8.b) PPS 4-17025: Hyatt View (15 minutes)

HCC-357-FY18

I move that the City Council authorize the Mayor to submit correspondence on behalf of the City of Hyattsville to the Maryland-National Capital Park & Planning Commission in support the preliminary plan of subdivision for the Hyatt View development PPS 4-17025, subject to the following conditions:

- The public utility easement shall be 10-feet;
- The applicant shall provide the City of Hyattsville with an exhibit demonstrating the location of the concrete pad that residents will use to put out their trash and recycling bins;
- M-NCPPC staff should confirm whether or not the parking pad provided outside each unit meets the standards to be considered a dedicated parking space. If the pad does not meet those dimensions, the applicant shall revise the plan reflecting the proper dimensions for a parking space;
- The applicant should reduce the number of units on site below eight.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[Action Memo.docx](#)

[Statement of Justification](#)

[Variance Request](#)

[Site Plan](#)

[Gateway Arts District Standards - Build To Line.pdf](#)

9. Discussion Items (9:35 p.m. - 10:35 p.m.)

9.a) CSP-18002: Magruder Pointe (60 minutes)

HCC-358-FY18

Discussion only, this item is scheduled for action on June 4, 2018.

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s): N/A

[CSP Action Memo - 5.15.2018 FINAL.docx](#)

[Previous Development Applications for WSSC Building.docx](#)

[CSP-18002.pdf](#)

[SOJ CSP-18002.pdf](#)

[Zoning Map.PNG](#)

[Character Area Map.PNG](#)

[TRN Summary.PNG](#)

[TRN Goals and Recommendations.pdf](#)

[Sec. 27 548.19. Introduction.doc](#)

[Table of Uses - Residential TRN.pdf](#)

[Planning Committee Minutes - Adopted - 02.27.2018.pdf](#)

[Planning Committee Minutes - 03.20.2018 Pending.pdf](#)

10. Council Dialogue (10:35 p.m. - 10:45 p.m.)

11. Community Notices and Meetings

11.a) City Calendar: May 22 - June 4, 2018

HCC-364-FY18

Lead Sponsor: At the Request of the City Administrator

Co-Sponsor(s):

[Main City Calendar May 22 - Jun 4 2018.docx](#)

12. Motion to Adjourn



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018
Submitted by: Laura Reams
Submitting Department: City Clerk
Item Type: Legislative
Agenda Section: Approval of the Minutes

SUBJECT

Approval of the Minutes

HCC-350-FY18

Recommendation:

I move that the Mayor and Council approve the Council Meeting Minutes for the Regular Council Meeting of April 16, 2018.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Minutes_Apr 16 2018 CM.pdf](#)

Summary Background:

See attached.

Next Steps:

Upon approval, final minutes will be posted on the City's website.

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD APRIL 16, 2018

Present: Candace Hollingsworth, Mayor
Edouard Haba, W4 (Council Pres.)
Kevin Ward, W1 (Council VP)
Bart Lawrence, W1
Robert Croslin, W2
Shani Warner, W2
Carrianna Suiter, W3
Thomas Wright, W3
Paula Perry, W4
Joseph A Solomon, W5
Erica Spell, W5

Absent: None

Also present were the following City staff members:

Tracey E. Nicholson, City Administrator
Jim Chandler, Assistant City Administrator & Director of Community & Economic Development
Ron Brooks, City Treasurer
Vivian Snellman, Director of Human Resources
Laura Reams, City Clerk
Nicola Konigkramer, Deputy City Clerk
Katie Gerbes, Community Planner

1) **Call to Order and Council Roll Call**

Mayor Hollingsworth called the meeting to order at 7:42 p.m. The Council took a moment to recognize City Administrator Nicholson's birthday.

2) **Pledge of Allegiance to the Flag**

3) **Approval of Agenda**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Haba
SECONDER:	Croslin
AYES:	Hollingsworth, Haba, Ward, Lawrence, Croslin, Warner, Suiter, Wright, Perry, Solomon, Spell
ABSENT:	None

4) **Motion to Close (7:45 p.m. - 8:15 p.m.)**

4.a Motion to Close (30 minutes) NOTE: The Council will return to open session at approximately 8:15 p.m.

I move that the Mayor and Council close the Council Meeting of April 16, 2018 in order to consider the acquisition of real property.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition.

HCC-277-FY18

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REGULAR MEETING OF THE CITY COUNCIL, HYATTSVILLE MD

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Haba
SECONDER:	Perry
AYES:	Hollingsworth, Haba, Ward, Lawrence, Croslin, Warner, Suiter, Wright, Perry, Solomon, Spell
ABSENT:	None

Pursuant to the requirement of the Annotated Code of Maryland State Government Article 3-104(1)(2); this statement is included in these minutes:

A closed session of the Council of the City of Hyattsville was held at 7:48 p.m. on Monday, April 16, 2018, in the City of Hyattsville Municipal Building, Third Floor Council Chambers.

In addition to the City Council, the following staff members were present: **City Administrator Tracey Nicholson, Assistant City Administrator Jim Chandler, City Treasurer Ron Brooks, and City Clerk Laura Reams.**

The authority under which the session was closed was the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition.

Topics Discussed: Acquisition of Real Property

Action Taken: Councilmember Warner moved that the Mayor and Council authorize the City Administrator to negotiate with Werrlein Properties to acquire the subject property as defined in Option #1 presented in the closed session of April 16, 2018. Councilmember Lawrence seconded the motion. The motion was approved, 10-0-1, with Councilmember Perry abstaining from the vote.

The Council returned to open session on a motion made by Councilmember Spell, seconded by Councilmember Warner and approved unanimously by the Body at 8:20 p.m.

Open session resumed at 8:25 p.m.

5) **Public Comment (8:15 p.m. – 8:45 p.m.) Limit 2 minutes per speaker**

NOTE FOR THE RECORD: There were technical difficulties with the broadcast audio. Sound was unavailable on the video recording and video stream for a portion of the meeting. The Council took a short recess from 8:30 p.m. to 8:42 p.m. Sound was resorted to the broadcast at approximately 8:40 p.m.

Mayor Hollingsworth thanked residents for their patience and noted that there were 42 speakers signed up for public comment. Due to the number of speakers, she respectfully asked speakers to adhere to the two (2) minute guideline for public comment.

Sarah Eisen, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. She cited concerns with increased traffic, a loss of public parking for City events at the park and advocated for the relocation of Hyattsville Elementary School in the existing parking lot space.

Lucy Moore, Vice President of Docomomo DC, addressed the Mayor and Council in opposition of the demolition of the WSSC building as part of the Magruder Pointe development. She said the building was significant for its architecture and its role in the City. She also cited the historical significance of the architect of the WSSC building.



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Paul Hrusa, a Ward 2 resident, addressed the Mayor and Council in opposition of the Magruder Pointe project and in favor of adaptive reuse of the WSSC building.

Christine Blackerby, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. She said that voting down the proposal left the door open for a different vision and potentially for the land to be utilized for Hyattsville Elementary School.

Maureen Vosmek, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. She cited the adaptive reuse of the Pyramid Atlantic Building as an alternative to demolition of the WSSC building.

Dan Muth, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. Mr. Muth stated that he was in favor of the relocation of Hyattsville Elementary School at the location.

Lisa Davidson, a Ward 2 resident, addressed the Mayor and Council in opposition of the Magruder Pointe development, citing concerns with historic preservation of the WSSC building and the loss of space for community events at the park.

Andra Damron, a Ward 2 resident, addressed the Mayor and Council in opposition of the Magruder Pointe development, citing concerns with the environmental impact of development on the bog located in the park.

Brendan Cain, a Ward 1 resident, addressed the Mayor and Council in support of the Magruder Pointe development. Mr. Cain said the development was viable and livable for the community, citing a restoration of the residential character of the neighborhood.

Sherry Cain, a Ward 1 resident, addressed the Mayor and Council in support of the Magruder Pointe development. Ms. Cain said the City did not own the open space adjacent to Magruder Park currently used for community events at the park and the use was subject to the approval of the property owner.

William Seath, a Ward 2 resident, addressed the Mayor and Council in support of the Magruder Pointe development. Mr. Seath said he lived directly across from the WSSC building and supported the proposed development, adding that there had not been a feasible proposal for adaptive reuse of the building.

Kathy Black, a Ward 2 resident, addressed the Mayor and Council in support of the Magruder Pointe development, noting that she lived across from the WSSC building.

Marisa Johnson, a Ward 1 resident and member of Save our Sustainable Hyattsville, addressed the Mayor and Council in opposition of the Magruder Pointe development. She cited concerns with the staff memo on the project and with the density of the proposed project.

Austin Lipari, a Ward 1 resident, addressed the Mayor and Council in support of the Magruder Pointe development, citing favorable characteristics of the project.

Greg Smith, a Ward 1 resident, addressed the Mayor and Council in opposition of the Magruder Pointe development.

John Maddox addressed the Mayor and Council regarding a proposed partnership with National Urban Artist Change Program.



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Flawn Williams, a Ward 2 resident, said his home was part of the history of the WSSC building and had been built when a portion of the original WSSC lot was turned over to the neighborhood. He said he was in support of the proposal for the demolition of the building and single-family homes but that he could envision other things for the lower lot. He also cited environmental concerns with construction on the lower lot.

Alex Miller, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development and advocated for possible relocation of Hyattsville Elementary School.

Daniel Broder, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development and advocated for possible relocation of Hyattsville Elementary School.

James Danly, a Ward 2 resident, said he lived adjacent to the WSSC property and was in support of the proposed development.

Joe Bryan, a Ward 2 resident, addressed the Mayor and Council in support of the proposed Magruder Pointe development and noted his family's positive experience with Werrlein Properties.

Antoine Vegas, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. He cited concerns with the loss of the lower lot for community events, a change in the character of the park, and the density of the proposed project.

Brook Katzen, Vice President of Urban Investment Partners, addressed the Mayor and Council to request support for an application to the State Strategic Demolition Fund. He briefly described the development proposal for the Route One Corridor noting an investment of approximately \$100M.

Nina Faye, a Ward 3 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development, citing concerns with building homes on a flood plain. Ms. Faye noted that she also supported the extension of the UMD Shuttle contract, adding that more outreach to residents was needed.

Cliff Mayo, a Ward 5 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development stating that the project did not fit with the community's vision.

Irene Marsh, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. She added that the City did not own the parking lot area.

Lee Cain, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development, stating that he would like to see the site used for Hyattsville Elementary School. He also inquired about the status of campaign finance violations from the May 2017 election.

Daniel Schaible, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. He specifically stated his opposition to the proposed change in zoning for the lower lot and provided information on why townhouses were not allowable in open space zoning.

Lucinda Schaible, a Ward 2 resident, declined to speak when called.

Stefano Terricola, a Ward 2 resident, addressed the Mayor and Council in support of the proposed Magruder Pointe development and noted his family's positive experience with Werrlein Properties.

Brandt Anderson, a Ward 2 resident, said he lived directly across the street from the project and spoke in support of the proposal and his personal experience with Werrlein Properties.



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Justine Christianson, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. She said previous development proposals had included donation of the lower lot to a local school or to the City. Ms. Christensen also asked the City to stipulate that an architectural survey be required for the site.

Jennifer Brandi, a Ward 1 resident, said she sometimes felt torn on the project but had concerns with traffic associated with high density development. She asked what steps would be taken to mitigate traffic.

Gabriela Rosas, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development and said she was in favor of using the site for an elementary school. She also cited concerns with the density of the project and traffic.

Tim Davis, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development opposed to the project, citing issues with building in a flood zone.

Nick Harris, a Ward 2 resident, addressed the Mayor and Council regarding the proposed Magruder Pointe development, noting that he lived across from the WSSC building. Mr. Harris said he recognized the needs for the elementary school and open space and suggested that the City put together the financial package to purchase the property.

Nathan Santry, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. Mr. Santry said he was concerned about the pace of growth in the City and while the City did not own the lot, it did control the zoning. He urged the Council to protect the open space.

Libby Welch, a Ward 1 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development. Ms. Welch echoed earlier concerns regarding traffic.

Loire Przygodzki, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development.

Michael Romero, a Ward 2 resident, stated his support for the UMD Shuttle program and said more publicity was needed on the program.

Brian Minter, a Ward 2 resident, addressed the Mayor and Council in opposition of the proposed Magruder Pointe development.

Eli Braun and Alyce Thompson, Ward 2 residents, addressed the Mayor and Council in support of the proposed Magruder Pointe development. Ms. Thompson said the proposal for a school was speculative and said she liked that the development included single-family homes.

David Marshall, a Ward 2 resident, spoke in support of the Teen Club proposal and in support of eliminating the contract for the UMD Shuttle. Regarding Magruder Pointe, Mr. Marshall said he was in support of the development proposal.

In closing public comment, Mayor Hollingsworth noted that the Council also received three (3) packets of public comments received via email or from Speak Up, HVL. She thanked residents for attending the meeting.

6) **Presentations (8:45 p.m. - 9:00 p.m.)**



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6.a FY-2016 and FY-2017 Audit Update (5 minutes)
Presentation Only

Treasurer Brooks said he believed the FY16 audit would be filed with the State by the end of the week and that staff was working on the FY17 audit.

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6.b CPTED Trolley Trail Presentation (10 minutes)
Presentation Only

Assistant Administrator Chandler introduced Eric Olsen and Abby Tesfaye Perrotta from the College Park City-University Partnership to present the findings of the Rhode Island Avenue Trolley Trail Crime Prevention through Environmental Design (CPTED) analysis performed in 2017. He said that the presenters would discuss recommendations of the analysis and summarize next steps for implementation.

Eric Olson, Executive Director of the College Park City-University Partnership provided background information on the partnership and stated that they had obtained a grant from the Department of Justice to analyze crime prevention through environmental design for the Trolley Trail. He reviewed existing conditions and summarized the recommendations which included improvements to lighting and wayfinding, natural surveillance, vegetation management, video and audio surveillance, and enhanced presence of local law enforcement on the trail. Mr. Olson added that the study also looked at the importance of community partnerships and said he encouraged the cities to work together to improve and enhance the trail.

Councilmember Wright asked if the presentation had been given to all cities located on the trail, College Park, Hyattsville, and Riverdale Park. Mr. Olson said the presentation had been given to all other municipalities along the trail and that all parties had expressed the desire for increased safety and support from all entities. Mr. Olson said that College Park had directed their Department of Public Works (DPW) to trim back overgrowth along the trail and that the Partnership was working with the College Park to identify grant money for video surveillance.

Councilmember Croslin asked if thinning out the shrubbery had been considered to provide a line of sight along the trail. Mr. Olson stated that he would look back at the report and stated Police Chief Holland was part of the team making recommendations. Administrator Nicholson added that the City's DPW had recently completed vegetation maintenance on the trail and that the department had been briefed on the report. Director Riddle confirmed that trash pick up and vegetation management of the trail occur once a week but noted that the City had not yet addressed lighting and surveillance.

Councilmember Warner asked if there was money in the budget that could go towards these suggestions, or if allocated resources could be shifted. Administrator Nicholson stated that there was money in the budget for the CCTV camera and DPW was working with Pepco on lighting upgrades. Director Riddle confirmed that the funding was included in the CIP budget for lighting upgrades. Council President Haba inquired who owned the trail. Mr. Olson said multiple entities owned portions of the trail included the three (3) cities, Maryland-National Capital Park and Planning and the Palette Apartments in Hyattsville. He acknowledged that multiple owners were one of the challenges with trail improvements and stressed the important of all parties working together to make improvements.

Mayor Hollingsworth asked an unrelated question of Mr. Olsen regarding a City-University Partnership study on the perception of schools. Mr. Olsen responded that the study was forthcoming.



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[CPTED Hyattsville Presentation_final.pdf](#)

[Rhode-Island-Avenue-Trolley-Trail_CPTED-Assessment-Report_VCPI_Final.pdf](#)

7) Consent Items (9:00 p.m. - 9:05 p.m.)

- 7.a Hyattsville Ordinance 2018-01: City of Hyattsville City Police Department Police Logo
I move that the Mayor and Council adopt Hyattsville Ordinance 2018-01, a ordinance whereby the City Council of the City of Hyattsville amends Chapter 4 to adopt an additional logo for the use of the City of Hyattsville Police Department (SECOND READING/ADOPTION).

HCC-240-FY18

[Cover Page](#)

[Ordinance_2018-01_Police_Logo_FINAL.docx](#)

- 7.b Hyattsville Resolution 2018-02: FY-19 Community Legacy Application
I move that the Mayor and Council adopt Hyattsville Resolution 2018-02, a Resolution of the City of Hyattsville, Maryland in support of the City's application to the State of Maryland Department of Housing & Community Development (DHCD) for grant funding to support the City's Commercial Façade Improvement Program and Triple Bottom Line Strategy Project both of which are to be further described in the Community Legacy application.

HCC-295-FY18

[Cover Page](#)

[Memo - Community Legacy Grant Resolution FY2019.doc](#)

[Hyattsville Resolution 2018-02_Community Legacy.doc](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Haba
SECONDER:	Perry
AYES:	Hollingsworth, Haba, Ward, Lawrence, Croslin, Warner, Suiter, Wright, Perry, Solomon, Spell
ABSENT:	None

8) Discussion Items (9:05 p.m. - 10:40 p.m.)

Prior to the start of the discussion agenda, Councilmember Spell asked if it was possible to move some agenda items due to the time of the meeting. Mayor Hollingsworth said she planned to make some adjustments to the meeting schedule.

- 8.a [University of Maryland Shuttle Program MOU \(10 minutes\)](#)
[Discussion Only](#)

Assistant City Administrator Chandler provided background on prior conversations regarding the University of Maryland Shuttle program. Mr. Chandler noted specific questions from Councilmembers and provided feedback from the University; stating that the University was unable to offer an option for a limited program. Assistant City Administrator Chandler asked for direction from Council on how to proceed.

Mayor Hollingsworth thanked staff for their efforts to advertise the program and noted new participants in the past few weeks. Mayor Hollingsworth added that she had asked that communication be sent to prior participants in order to gauge use of the program and inform them that the Council was deliberating



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whether or not to continue the program. Mayor Hollingsworth stated that once feedback was provided, there was an option for the Council to make a motion that evening.

Councilmember Wright highlighted resident feedback over the past weeks and formally changed his position to support the program. He asked for clarification that the program was renewable on a year to year basis and recommended continuing the program to the end of the year. Councilmember Croslin agreed. Councilmember Perry said she had received inquiries from residents unaware of the program. Mayor Hollingsworth urged her colleagues to help residents turn comments into registrations in the program. Council President Haba stated that he was open to continuing the program but asked to reassess enrollment at the end of the summer to make a better-informed decision for 2019 with the new data.

Administrator Nicholson added that Director of Community Services Rollow and his team would add language to the green sheet and would continue outreach to inform residents. She continued that staff were unaware why ridership had declined but staff would reach out to previous users as Mayor Hollingsworth described.

Councilmember Suiter asked for clarification from Mayor Hollingsworth on the suggested termination date for the contract. Mayor Hollingsworth said the suggestion was to continue on a prorated amount for the 2018 calendar year and send communication to current users encouraging them to renew their membership in the next 30-days. Mayor Hollingsworth read the proposed motion, as listed below.

HCC-241-FY18 University of Maryland Shuttle Program MOU

I move that the City Council authorize the City Administrator to execute a Memorandum of Understanding with the University of Maryland Department of Transportation to provide Hyattsville residents with the use of the UMD Shuttle for January 1, 2018 to December 31, 2018 for a contribution not to exceed \$6,000.

[Cover Page](#)

[Memo - UMD Shuttle MOU Extension - 4.11.2018.docx](#)

[UM SHUTTLE Hyattsville MEMORANDUM OF UNDERSTANDING 2018.pdf](#)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry
SECONDER:	Ward
AYES:	Hollingsworth, Haba, Ward, Lawrence, Croslin, Warner, Suiter, Wright, Perry, Solomon, Spell
ABSENT:	None

8.c [Urban Investment Partners – SGIF Application \(10 minutes\)](#) [Discussion Only](#)

Assistant Administrator Chandler provided background information on the request and stated that Council would need to adopt a resolution supporting the SGIF program application. There were no questions from Council. Mayor Hollingsworth stated that the item would return to Council on an upcoming consent agenda.

[Cover Page](#)

[Memo - SGIF Request UIP .doc](#)

[The Armory Apartments - Strategic Demolition Fund - Request for City Support.pdf](#)

[SGIF Fact Sheet.pdf](#)

8.b [CSP-18002: Magruder Pointe \(45 minutes\)](#) [Discussion Only](#)

[Cover Page](#)



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[CSP Discussion Memo FINAL.docx](#)
[CSP-18002.pdf](#)
[SOJ CSP-18002.pdf](#)
[Zoning Map.PNG](#)
[Character Area Map.PNG](#)
[TRN Summary.PNG](#)
[TRN Goals and Recommendations.pdf](#)
[Sec._27_548.19.____Introduction.doc](#)
[Table of Uses - Residential TRN.pdf](#)

Assistant Administrator Chandler opened the discussion with a summary of the development proposal. He noted that the property was located in the Traditional Residential Neighborhood (TRN) Character Area of the Gateway Arts District Sector Plan. Assistant Administrator Chandler continued that the table of uses for the TRN permitted the development of single-family detached and semi-detached homes, if allowed in the underlying zone. He stated that the lower lot of the property had an underlying zone of Open Space (O-S), therefore townhouses and other semi-detached dwellings were not permitted by right and the applicant was seeking to amend the table of uses for the construction of homes on the lower lot. Assistant Administrator Chandler said staff was recommending support for the Conceptual Site Plan (CSP), subject to a condition that the corresponding preliminary plan of subdivision was consistent with the limited density goals of the TRN, not exceeding a maximum of ten (10) dwelling units per acre.

Community Planner Gerbes provided information on the process for amending the table of uses for the site, noting that the District Council would have the final approval. Ms. Gerbes provided information on the TRN Character area including the goals, objectives, and density recommendations. She noted that staff believed that the proposed townhomes were consistent with the goals and intent of the TRN, as they were fee simple single-family homes. Ms. Gerbes summarized the comments from the City's Planning Committee, noting that the opinion of the committee was split as to if the proposed development in the lower lot was in line with the TRN.

Assistant Administrator Chandler provided additional information on the City's conditions for support pertaining to density reiterating that staff recommended a density not to exceed ten (10) units per acre and a cumulative density of not greater than nine (9) units per acre. He also asked Council to keep in mind that conditions must be relevant to the application being considered.

Councilmember Wright asked for clarity on the context of the evening's discussion. Assistant Administrator Chandler said the most relevant conversation would focus on the CSP application and the table of uses, adding that the applicant had not yet submitted a preliminary plan of subdivision. Councilmember Wright clarified that comments regarding the floodplain were more specific to the subdivision application. Councilmember Wright said he thought it was a stretch to think the proposal fit the intent of the TRN. He also said he believed the TRN was intended to encourage artist residencies and stated that the development was not affordable for that community. Councilmember Wright said the Planning Committee made a phenomenal effort to evaluate the plan and the committee's concerns were representative of the concerns of the larger community.

Councilmember Solomon for clarification on staff comments regarding the TRN and family types. Planner Gerbes responded that an intent to attract family types was not specifically stated in the TRN but staff believed that the variety of density in the TRN would naturally attract different sized families. Assistant Administrator Chandler noted that diversity of housing stock and home ownership was articulated throughout the Gateway Arts District Plan. He elaborated that the TRN advocated for single-family, owner occupied homes, and highlighted some of the differences between the TRN and the Gateway Arts Plan. Councilmember Solomon said he did not believe the TRN was making a correlation between density and



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family types, instead density and residential character. He cautioned against using the TRN for social engineering and using consistent interpretations of the TRN.

Council President Haba thanked the residents who came out to speak. He asked who controlled the zoning for the land and what power the City had in relation to zoning. Assistant Administrator Chandler said land use authority resided with the County and in cases where a change in land use was requested, the District Council held the final approval upon receiving a recommendation from the Planning Board. Council President Haba asked if the City had any information regarding the intent of the County for school construction in that area. Assistant Administrator Chandler said he had not spoken to the School Board but noted a policy requiring new school construction to be on ten (10) or more acres. Council President Haba inquired about the recommendation for not greater than ten (10) dwellings per acre on the lower site and asked how many were currently slated in the plan. Planner Gerbes said the density was hovering around ten (10), cumulatively; with a density of approximately nine (9) units per acre for the top lot and just over ten (10) units per acre for the lower lot. Ms. Gerbes stated that the term cumulative was put in the recommendation to allow flexibility. Assistant Administrator Chandler noted that the Planning Board considered the CSP as one application and would apply standards to the full site plan instead of considering each lot individually.

Councilmember Lawrence asked if the R55 and O-S zoning predated the overlay zone for the property. Assistant Administrator Chandler said he believed that the O-S zone for the lower lot was applied at the same time as the TRN overlay zone. Councilmember Lawrence said that while it had been stated that this was not by law or process a zoning change, it essentially amounted to one by superseding the intent of the community. Councilmember Lawrence said he believed there had been good intentions and arguments on all sides, but he was concerned with abandoning the goal of the TRN and the vision of the community for the project.

Councilmember Wright shared concerns about developing on open space and that the applicant was trying to change the table of uses, while being at the top of the density limit. Assistant Administrator Chandler stated that until a subdivision packet was submitted it was hard to evaluate. Assistant Administrator Chandler said that it was part of the reason why the Planning Board wanted to evaluate each application on its merit, which made for a longer process, but more detailed deliberation. Councilmember Wright stated that he still felt that the TRN was not met. He continued that he believed the townhomes may be too congested but supported the single-family homes. Councilmember Wright thanked residents for speaking and and stated that he hoped the ultimate outcome would be that the community continue the dialogue with integrity.

Mayor Hollingsworth said the Council would take action on May 7 and given that time window, she felt she owed it to residents and the developers to hear her thoughts on the proposal. She said this was a moment where policy and operations diverge, and the grey area was left for Council, as the caretakers of the community. She said the community valued a diversity of housing stock and socio-economic diversity, and that townhomes worked for many families. Mayor Hollingsworth stated that it was important for the City to continue to make partnerships with private entities to bring projects reflective of community values to fruition. She acknowledged that the City did not own the property but said the Council needed to be aware and assist in the creation of conditions that will allow the property to be what the community desired. Mayor Hollingsworth also noted that the City needed to better express what they wanted for development in the City. She recommended that the body develop resolutions or other items necessary to address community needs, adding that in her opinion, the community needed additional green space and facilities to support a growing community.

Councilmember Warner said that she tried to be transparent and that it was a hard decision for the Council. Councilmember Warner highlighted the many stakeholders: historic preservation, greenspace, and



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advocates for an elementary school. She shared resident comments from neighbors to the property about the condition and use of the abandoned property. Councilmember Warner stated that she had engaged in email conversations and posted feedback to SpeakUp, HVL and noted that she considered all positions. Councilmember Warner asked that staff speak to the County to determine if the lower lot was a feasible option for an elementary school. Councilmember Warner encouraged residents to continue to have positive conversations and noted that the current meeting was the beginning of the public deliberations on the proposed project.

- 8.d Hyatt Park Placemaking Project Final Concept Design (15 minutes)
Discussion Only

[Cover Page](#)

[Memo - Public Placemaking - Hyatt Park Concepts - 4.16.18.docx](#)

[Hyatt Park Concept Plan 20180413.pdf](#)

NOTE FOR THE RECORD: This item was moved to the Council Meeting of Wednesday, April 18.

- 8.e FY19 Budget Initiative: Hyattsville Teen & Young Adult Center (15 minutes)
I move that the Mayor and Council allocate \$550,000 for the purposes of continuing teen and young adult programming at Magruder Park and establishing a Teen & Young Adult Center in the City of Hyattsville at University Town Center.

[Cover Page](#)

[Teen Center Memo.pdf](#)

NOTE FOR THE RECORD: This item was moved to the Council Meeting of Wednesday, April 18.

9) **Council Dialogue (10:40 p.m. - 10:50 p.m.)**

Councilmember Warner thanked residents for attending the meeting and encouraged future public participation. Councilmember Lawrence said he was happy to see the Clean and Safe Team initiative moved forward. He said he was also pleased to see the support for local schools in the room and encouraged residents to stay engaged and push for improved school conditions. Council President Haba offered his agreement with Councilmember Lawrence's statement and thanked City staff and residents for the recent anniversary festival. Council Vice President Ward offered thanks to attendees and echoed Councilmember Lawrence's statement on schools. He also stated appreciation for the work of City committees and staff on evaluating development proposals. Councilmember Wright concurred with Council Vice President Ward, adding that he believed the developer had good intent in its outreach efforts to the community. Mayor Hollingsworth acknowledged the anniversary celebration and said she was happy to see Northwestern High School resources at the event.

10) **Community Notices and Meetings**

[Cover Page](#)

[Main City Calendar_Apr 17 - May 7 2018.docx](#)

11) **Motion to Adjourn**

The meeting adjourned at 11:43 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Croslin
SECONDER:	Spell



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AYES:	Hollingsworth, Haba, Ward, Lawrence, Croslin, Warner, Suiter, Wright, Perry, Solomon, Spell
ABSENT:	None



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Purchase

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Pedestrian and ADA Improvements Near Schools - Phase 1

HCC-351-FY18

Recommendation:

I move that the Mayor and Council authorize an expenditure not to exceed \$120,000 to NZI Construction, Inc. for improvements to sidewalks and roads to remediate ADA compliance and pedestrian safety deficiencies in the areas around Hyattsville Elementary, St Jerome's, and Hyattsville Middle Schools.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

ATTACHMENTS

Summary Background:

In the spring of 2018 Toole Design Group presented City staff with a draft evaluation of pedestrian safety near the elementary and middle schools within the City of Hyattsville. There were numerous ADA and pedestrian safety deficiencies noted at each school. City staff has determined that deficiencies near Hyattsville Elementary, St. Jerome's, and Hyattsville Middle School could be addressed before classes resume in September 2018, while deficiencies near Nicholas Orem Middle and Felegy Elementary Schools will take additional time, planning, and coordination to complete.

Next Steps:

Issue a Purchase Order to NZI Construction, Inc.

Fiscal Impact:

NTE \$120,000

City Administrator Comments:

Recommend Approval

Community Engagement:

None additional at this time. Community outreach occurred as part of the Citywide Transportation Study.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Contract

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Storm Drain Inspection - City Wide

HCC-354-FY18

Recommendation:

I move that the Mayor and City Council authorize the City Administrator to enter into a rider agreement on Baltimore County Master Agreement 3521 and authorize the expenditure not to exceed \$75,000, with Mobile Dredging & Video Pipe, Inc. to perform Storm Drain Inspections - City Wide, upon the review and approval of the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[MA 3521 Mobile Dredging & Video Pipe Inc..pdf](#)

[B-1051 RFB.pdf](#)

[MA3521 - Option year 1.pdf](#)

Summary Background:

City staff is preparing a multi-year plan to improve streets and sidewalks in the West Hyattsville area. In addition, City staff will be working to implement recommendations in the City Wide Transportation Study currently being prepared by Toole Design Group for delivery in summer 2018.

In order to assist in planning the work over several years, Mobile Dredging & Video Pipe, Inc. will perform an inspection of storm drains under City streets. This evaluation will determine the size and condition of storm drains under City streets. City staff, working in conjunction with Prince George's County Department of the Environment, will determine what drain pipes may need repair, or may need to be upgraded to current standards. This will assist City staff in determining which streets are most in need of repair, and allow for the planning of the West Hyattsville 5 year improvement plan.

To execute this work, the staff proposes we enter into a rider contract. The original contract is Baltimore County Master Agreement 5321, which was the result of Baltimore County RFB #B-1051. City staff recommend the rider on Baltimore County Master Agreement 5321 as in their professional opinion this provides the better value to the City than to publish a new solicitation. Baltimore County has a quantity of work many times the size of the City, resulting in a lower per unit cost than would be expected in separate solicitation.

Next Steps:

N/A

Fiscal Impact:

75,000

City Administrator Comments:

Recommend Approval

Community Engagement:

Community engagement has, and will continue, as part of the City Wide Transportation study at this time.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Pending

MASTER AGREEMENT



Document ID: 00003521

Fiscal Year: 2018

Version: 3 Modification

Buyer: Kathy Madary *KM*

Buyer Phone: 410-887-3888

Effective Date: 03/20/17

Expiration Date: 03/19/18

Date Printed: February 08, 2018

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor ID: VC0000016242

Mobile Dredging & Video Pipe Inc
Formerly Mobile Dredging & Pumping Co
3100 Bethel Road

Chester PA 19013

Document Description: Utility Inspection & Maintenance, On-Call, Term Contract

Approved by County Council: 03-20-2017

Not to Exceed: \$7,401,498.79

Reason for Modification:

Modified Master Agreement to add line items 94 and 95. All other terms and conditions remain the same.

Extended Description:

RFB #B-1051, opened 09/26/16. Incorporating the Baltimore County Solicitation #B-1051 dated 09/26/2016, as amended by Amendments 1, 2, 3, 4, and 5, including, but not limited to, the Bid Response, Procurement Affidavit, Prime Contractor Minority Information form, MBE/WBE documents, and Insurance, as applicable.

This solicitation resulted in two awards, both primary contractors, and the County may award to either contractor as per bid specifications. The total compensation for both contractors together may not exceed \$14,802,997.59 for the entire term of the contract, including all renewal and/or extensions. In the event of non-renewal, cancellation, or default by the other contractor, the compensation paid to this Contractor may not exceed \$14,150,354.23 for the entire term of the contract, including all renewals and/or extensions. For administrative purposes, the Not to Exceed amount for each contractor will be one-half of the maximum compensation allowed for the entire term, including all renewals and/or extensions. Adjustments may be made if needed. Work site locations should be noted on Delivery Orders.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

MASTER AGREEMENT

Document ID: 00003521

Version: 3

Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	91381	EA	\$2,000.0000	0.0000	\$0.00
Mobilization for Dispersed Work Areas, fixed price item, as per specifications					
2	91381	DAY	\$60.0000	0.0000	\$0.00
CMMS Data Entry, as per specifications					
3	91381	DAY	\$2,000.0000	0.0000	\$0.00
Arrow Panel, as per specifications					
4	91381	SQFT	\$10.0000	0.0000	\$0.00
Temporary Traffic Signs, as per specifications					
5	91381	HOURL	\$75.0000	0.0000	\$0.00
Flagger, State Certified, as per specifications					
6	91381	EACH	\$1,500.0000	0.0000	\$0.00
Traffic Cones, price per set-up, as per specifications					
7	91381	EACH	\$10.0000	0.0000	\$0.00
Plastic Drums, per set-up, as per specifications					
8	91381	EACH	\$50.0000	0.0000	\$0.00
Precast Temporary Concrete Traffic Barrier for MOT, as per specifications					
9	91381	HOURL	\$40.0000	0.0000	\$0.00
Crew Chief, Contingent, on approval of the Engineer only for T&M tasks, as per specifications					
10	91381	HOURL	\$40.0000	0.0000	\$0.00
Skilled Laborer, Contingent, on approval of the Engineer only, for T&M tasks, as per specifications					
11	91381	HOURL	\$40.0000	0.0000	\$0.00
Unskilled Laborer, Contingent, on approval of the Engineer only, for T&M tasks, as per specifications					
12	91381	MULT	\$1.5000	0.0000	\$0.00
Pay Differential, as per specifications					
13	91381	EA	\$125.0000	0.0000	\$0.00
Manhole/Structure Inspection, as per specifications					

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	91381	EA	\$25.0000	0.0000	\$0.00
Manhole/Structure GPS Survey, as per specifications					
15	91381	LNFT	\$2.3000	0.0000	\$0.00
CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
16	91381	LNFT	\$3.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
17	91381	LNFT	\$4.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
18	91381	LNFT	\$10.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
19	91381	LNFT	\$20.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
20	91381	LNFT	\$25.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications					
21	91381	LNFT	\$4.9200	0.0000	\$0.00
CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
22	91381	LNFT	\$5.3800	0.0000	\$0.00
CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
23	91381	LNFT	\$6.3300	0.0000	\$0.00
CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
24	91381	LNFT	\$15.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
25	91381	LNFT	\$25.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
26	91381	LNFT	\$40.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 55 Inch & Larger Diameter Pipe, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
27	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
28	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
29	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
30	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
31	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
32	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications					
33	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
34	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
35	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
36	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
37	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
38	91381	HOURL	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 55 Inch & Larger, as per specifications					
39	91381	EA	\$150.0000	0.0000	\$0.00
Miscellaneous Lateral Inspection, as per specifications					

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
40	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications					
41	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
42	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
43	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
44	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications					
45	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
46	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
47	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
48	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications					
49	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
50	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
51	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
52	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications					

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
53	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
54	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
55	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
56	91381	LNFT	\$1.2500	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
57	91381	LNFT	\$3.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
58	91381	LNFT	\$7.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
59	91381	LNFT	\$20.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
60	91381	LNFT	\$25.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
61	91381	LNFT	\$35.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
62	91381	LNFT	\$2.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
63	91381	LNFT	\$3.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
64	91381	LNFT	\$20.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
65	91381	LNFT	\$30.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					

MASTER AGREEMENT

Document ID: 00003521

Version: 3

Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
66	91381	LNFT	\$40.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
67	91381	LNFT	\$50.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 55 Inch and Larger Diameter, as per specifications					
68	91381	EA	\$85.0000	0.0000	\$0.00
Manhole/Structure Cleaning, On-Road, as per specifications					
69	91381	EA	\$85.0000	0.0000	\$0.00
Manhole/Structure Cleaning, Off-Road, as per specifications					
70	91381	HOURL	\$300.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
71	91381	HOURL	\$300.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
72	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
73	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
74	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
75	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
76	91381	HOURL	\$450.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
77	91381	HOURL	\$450.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
78	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					

MASTER AGREEMENT

Document ID: 00003521

Version: 3

Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
79	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
80	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
81	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
82	91381	LNFT	\$0.5000	0.0000	\$0.00
Smoke Testing, as per specifications					
83	91381	EA	\$325.0000	0.0000	\$0.00
Dyed Water Test, as per specifications					
84	91381	EA	\$1,300.0000	0.0000	\$0.00
Dyed Water Flood, as per specifications					
85	91381	DAY	\$1,350.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 4-inch Pump, as per specifications					
86	91381	DAY	\$2,000.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 6-inch Pump, as per specifications					
87	91381	DAY	\$3,000.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 8-inch Pump, as per specifications					
88	91381	DAY	\$0.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 10-inch Pump, as per specifications					
89	91381	DAY	\$0.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 12-inch Pump, as per specifications					
90	91381	EA	\$65.0000	0.0000	\$0.00
ST-RAT Inspection, On and Off-Road, as per specifications					
91	91381	EA	\$250.0000	0.0000	\$0.00
Drop Connection Cleaning, On and Off-Road, as per specifications					

MASTER AGREEMENT

Document ID: 00003521

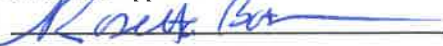
Version: 3

Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
92	91381	EA	\$1.2500	0.0000	\$0.00
Grease Inhibitor Cleaning, On and Off-Road, as per specifications					
93	91381		\$0.0000	0.0000	\$0.00
Utility inspection and maintenance, blanket encumbrance line, for purchase of commodity numbers listed on the contract					
94	91381	MULT	\$1.1000	0.0000	\$0.00
Materials, contingency, incorporated in the work, cost x unit price multiplier (overhead and profit), as per specifications					
95	91381	MULT	\$1.0000	0.0000	\$0.00
Equipment rental, Blue Book for Construction, no mark up, as per specifications					
Renewal Period No: 1	Renewal Begin Date: 03/20/18		Renewal End Date: 03/19/19		
Renewal Period No: 2	Renewal Begin Date: 03/20/19		Renewal End Date: 03/19/20		
Renewal Period No: 3	Renewal Begin Date: 03/20/20		Renewal End Date: 03/19/21		
Renewal Period No: 4	Renewal Begin Date: 03/20/21		Renewal End Date: 03/19/22		

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
 2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
 3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
 4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
 5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
 6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
 7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
 8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
 9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
 10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
 11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
 12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
 13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
 15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
 16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
 17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
 18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
 20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: 

Director of Budget and Finance
or Director's designee

Baltimore County, Maryland

By: 

County Administrative Officer

Reviewed for Legal Sufficiency
(based upon typeset document)

By: 

Baltimore County Office of Law

(approval does not convey approval or disapproval of substantive nature of the transaction)

**BALTIMORE COUNTY, MARYLAND
PURCHASING DIVISION
400 WASHINGTON AVENUE, ROOM 148
TOWSON, MARYLAND 21204-4665**



**REQUEST FOR BID NO. 1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE**

Due Date: 9/8/16, Time: 3:00 PM

Pre-Bid Conference: 8/18/16, Time: 1:00 PM

**KATHY MADARY, C. P. M., STAFF BUYER
PHONE: 410-887-3888
EMAIL: kmadary@baltimorecountymd.gov**

Amendments to solicitations often occur prior to bid opening and sometimes within as little as 48 hours prior to bid opening. It is the potential vendor's responsibility to frequently visit the Purchasing web site (www.baltimorecountymd.gov/purchasing) to obtain amendments once they have downloaded a solicitation.

BIDDER CHECK LIST

- ☐ Have you signed your bid?
- ☐ Have you signed the Procurement Affidavit?
- ☐ Have you filled out all applicable forms?
- ☐ Have you returned the original? (and required duplicate copies when required?)
- ☐ Have you signed and returned amendments?
- ☐ Have you included the bid bond, if required?
- ☐ Have you completed, signed and included all required MBE/WBE forms and documents? (if applicable)
- ☐ Have you included and verified the complete electronic version (CD) of your bid?

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE**

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BALTIMORE COUNTY, MARYLAND

General Instructions for Solicitations

1. Instructions, Forms and Specifications

1.1 All bids/proposals are to be submitted on and in accordance with the forms provided by the Purchasing Division. All bids must be submitted in a sealed envelope or carton as appropriate. All bids must be clearly identified on the front of the envelope or top of the carton with the SOLICITATION NUMBER and the DUE DATE and TIME. Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 Responses to Requests for Bids and Requests for Proposals shall be accompanied by an executed Procurement Affidavit, as provided by the Purchasing Division. This does not apply to Requests for Quotations.

1.3 Amendments to solicitations often occur prior to bid opening and sometimes within hours prior to bid opening. All bidders are responsible for frequently visiting the Purchasing web site to obtain amendments once they have downloaded a solicitation.

1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Purchasing Division. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to this solicitation must be directed to, and will be issued by, the Purchasing Division.

1.5 Bidders finding any discrepancy in or omission from the specifications, in doubt as to meaning, or asserting that the specifications are discriminatory, shall notify the Purchasing Division in writing at once, but in no case later than five (5) business days prior to the scheduled opening of bids. Exceptions stated do not obligate the County to change the specifications. The Purchasing Division will notify all bidders in writing, by amendment duly issued, of any substantive revisions to specifications or instructions.

1.6 Unless a written exception detailing non-conformance to specifications is noted on the bid, any part number, product number, catalog number, etc., noted on the bid will be considered in full compliance with the specifications.

1.7 Submission of a bid in response to this solicitation evidences the bidder's acceptance of these General Instructions and the terms and conditions of the solicitation. Submission of a bid evidences bidder's representation and warranty that the person submitting the bid response is authorized to act for and bind the contractor.

1.8 All original and duplicate bids/proposals and other attachments, related documents and correspondence,

including all follow-up documents and correspondence, shall be typed or written in English. All prices/percentages and/or other monetary figures shall be in United States dollars.

1.9 Requests for Bids and Requests for Proposals should be accompanied by an electronic version (Compact Disc) of the bid proposal in PDF format. It shall be the bidder's responsibility to verify that the electronic version is complete. The electronic version of the non-successful proposal response will be the only version retained by Baltimore County. The Compact Disc must be labeled with the bid number, the bid title, and the bidder's name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotation.

1.10 Issuing Officer: The sole point of contact for the County for purposes of this solicitation is the Buyer, listed on the cover page; questions regarding any aspect of the competitive process must be directed to the Buyer, in writing.

2. Award of Solicitations

2.1 Any award pursuant to Requests for Quotation and Requests for Bid is made to the lowest responsive and responsible bidder following the public opening of bids under Section 10-2-406 of the Baltimore County Code, 2003, as amended.

2.2 Awards on Requests for Quotations and Requests for Bid will be made within sixty (60) days after bid opening unless otherwise indicated in this solicitation. No bidder will be allowed to withdraw a bid during that period.

2.3 The successful bidder may be required to give security or bond, as stated in the bid document, for performance of the contract.

2.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.

2.5 Cash discounts will be considered in determining awards. However, cash discount offers must allow not less than 30 days to be considered in bid evaluation. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a discount offer; however, should that bidder obtain award by consideration of the gross price, the County shall make every effort to obtain the discount. The County will not accept any payment terms with a period of less than 30 days.

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2.6 Invoices against resulting order(s) must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. Invoices must show the vendor's Federal Tax Identification Number or Social Security Number, as appropriate, and order number and line number(s) that correspond with resulting order(s).

2.7 The County will not pay interest charges or other penalties for invoice payments.

2.8 Prices quoted shall be exclusive of all non-applicable Federal and Maryland State taxes. Tax exemption certificate will be furnished if required.

2.9 The County reserves the right to consider making payments via electronic funds transfers (EFT) on contracts for which this payment vehicle may be appropriate.

3. Reservations

3.1 The County reserves the right to reject, in whole or in part, any and all bids received, and to make a whole award, multiple awards, a partial award, or no award, to best serve the public interest.

3.2 The County may waive formalities in bids as the interests of the County may require.

3.3 The County reserves the right to increase or decrease quantities by approximately twenty (20) percent to be purchased at the prices bid.

3.4 The County reserves the right to award solicitations or place orders on a lump sum or individual item basis, or in such combination as to best serve the public interest.

3.5 The County may waive minor differences, irregularities, and technicalities in the specifications, provided they neither violate the specifications intent, materially affect the operation for which the items or services are being purchased, nor increase estimated maintenance and repair costs to the County.

3.6 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and photocopying, by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this contract, including, but not limited to, all contracts, invoices, payroll, and financial audits.

3.7 Notwithstanding any other terms or provisions of the contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations

imposed upon or assumed by it thereunder, by act of the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents) shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay.

3.8 The County further reserves the right to make such investigation as it deems necessary to determine the ability of bidders to furnish the required services, and bidders shall furnish all such information for this purpose as the County may request. The County also reserves the right to reject the proposal of any bidder who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a manner acceptable to the County, all of which shall be in the County's sole discretion.

4. Delivery

4.1 Bidders shall guarantee delivery of materials in accordance with the delivery schedule stated in specifications. All items shall be delivered F.O.B. Destination/Inside Delivery, unless otherwise indicated, with delivery costs and charges included in the bid price.

4.2 The County reserves the right to charge the Contractor or vendor for each day the materials, supplies, or services are not delivered in accordance with the delivery schedule. The sum established by the specifications may be invoked at the discretion of the Purchasing Agent, said sum to be considered not as a penalty, but as liquidated damages, and deducted from final payment, or otherwise, charged to the Contractor or vendor. This remedy is not exclusive but shall be in addition to all other rights and remedies available to the County. These liquidated damages shall be in addition to any and all actual damages incurred directly or indirectly by the County, its agents, assigns, and contractors.

4.3 All bidders and vendors are to ensure that packaging materials used for this requirement are not made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.

5. Competition

5.1 The name of any manufacturer, trade name, or vendor catalog number mentioned in the specification is for the purpose of designating a standard of quality

and type, and for no other purpose unless otherwise stated in the solicitation.

5.2 A bidder may offer a price on only one unit per line item. Even though two or more units may meet the specification, bidders must determine for themselves which to offer. Submission by a bidder of prices for more than one unit shall be sufficient cause for rejection of the bid for that specific item.

5.3 Bids which show omission, irregularity, alteration of forms or additions not called for, as well as conditional or unconditional unresponsive bids, or bids obviously unbalanced, may be rejected.

5.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.

5.5 If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division. This applies also to any product used by a Contractor when providing a service to the County.

5.6 Specifications are based on County needs and uses, estimated costs of operations and maintenance, and other significant and/or limiting factors to meet County requirements, and to ensure consistency with County policies. Minimum specifications, and maximum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

5.7 Unless multiple or alternate bids are requested in the solicitation, these bids may not be accepted. However, if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid submitted by the bidder.

6. Terminations

6.1 Termination for Convenience: The County may terminate a contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services

rendered or goods delivered up to the date of termination set forth in the written notice.

6.2 Termination for Default:

6.2.1 In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the Contractor: 1) To terminate a contract immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

6.2.2 Upon termination of a contract for default, the County may elect to pay the Contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

6.3 Funding Out: If funds are not appropriated or otherwise made available to support contract continuation in any fiscal year, the County shall have the right to terminate the contract without prior notice to the Contractor and without any obligation or penalty.

7. Hold Harmless – Indemnification

7.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

7.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secret³⁹ proprietary information, trademark, copyright, patent

rights, or intellectual property rights in connection with the contract.

7.3 Unless notified in writing by the County to the contrary, the Contractor shall provide defense for the County, its employees, agents and officials in accordance with this Article and in doing so the Contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

8. Minority/Women's Business Enterprise (MBE/WBE) and Small Business Notice: Baltimore County is seeking Minority, Woman and Small Businesses to bid on current solicitations as a prime or sub contractor. In accordance with the Executive Order dated June 4, 2009, "an overall goal of 15% of the cumulative total of all discretionary dollars spent in a fiscal year of County procurements is to be awarded to and/or performed by MBE and WBE firms." MBE/WBE's and Small Businesses are encouraged to respond to this solicitation.

9. Authority

9.1 In case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the Purchasing Agent or authorized representative shall be final and binding on both parties. The Purchasing Agent may request the recommendation in writing of the head of the using agency, the Standards and Specifications Committee, or other objective sources.

9.2 Bidders desiring to appeal a decision of the Purchasing Division must deliver written protests to the Purchasing Division within 10 days of notification of award. The Purchasing Agent or designee will review the protested decision, examine any additional information provided by the bidder and respond in writing within 10 working days of receipt of written protests.

9.3 Instructions, Specifications, and Proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the provisions of the Baltimore County Charter, and Article 10, Title 2 of the Baltimore County Code, 2003, as amended, and regulations and policies established or prescribed by the Purchasing Division.

10. HIPAA: The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and

shall execute a Business Associate Agreement as may be required by the County.

11. Reports: When required, reports prepared for Baltimore County should be printed on recycled and recyclable paper printed on both sides per Section 10-2-312 of the Baltimore County Code, 2003, as amended.

12. Terms of Contract

12.1 Any contract awarded pursuant to this solicitation shall be by and between the successful bidder and the County, and shall contain and incorporate, but may not be limited to, all terms and conditions of the solicitation, any amendments or changes thereto. Submission of a bid in response to this solicitation evidences the Contractor's acceptance of the terms and conditions therein.

12.2 The provisions of the contract awarded pursuant to this solicitation shall be governed by the laws and regulations of Maryland and Baltimore County.

12.3 Any litigation arising out of or relating in any way to the contract or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to the contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

13. Severability: If any provisions in the contract are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

14. Counterparts: The contract may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

15. Survival: The provisions of paragraphs 1.7 (Representations and Warranties), 4.2 (Damages), 7 (Indemnification), and 10 (HIPAA) shall survive delivery of commodities and/or performance of services.

16. No Waiver, Etc.: No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of the contract, or to exercise any right, power, or remedy consequent upon

a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

17. Maryland Registration / Qualification Requirements:

17.1 Baltimore County verifies the company's status with SDAT and may require the successful bidder to submit a Good Standing Certificate (also known as a "Certificate of Status") issued by the Maryland Department of Assessment and Taxation's ("SDAT") Charter Division, and the State of Organization.

17.2 For information on registering to do business in the State of Maryland call SDAT at (410) 767-1340 or email at charterhelp@dat.state.md.us. Sole Proprietors and General Partnerships should call (410) 767-4991. You may download the SDAT forms at <http://www.dat.state.md.us/sdatweb/sdatforms.html>

17.3 Baltimore County requires the successful bidder to be in "good standing" (also known as Certificate of Status) with the State in which it is organized, and in the State of Maryland, under certain circumstances. Baltimore County verifies the successful bidder's status with SDAT. Non-compliance to this section may result in a delay in contract award or rejection of a bid.

18. Eligibility of Candidates for Employment:

18.1 The E-Verify program is an internet-based employment verification system that allows employers to verify employee status against Federal Social Security and immigration databases.

18.2 Baltimore County encourages employers to utilize the E-verify program, or an equivalent system, as a means to help employers determine the eligibility of new hires.

19. Warranty:

19.1. Contractor warrants for one year from acceptance, or for such longer period otherwise expressly stated in the attached solicitation, all goods, services, and construction provided. This includes a warranty against any and all defects. The contractor must correct any and all defects in material and/or workmanship that may appear during the warranty period, even if discovered after the end of the warranty period, by repairing any such defect, (or replacing with new items or new materials, if necessary), at no cost to the County and to the County's satisfaction.

19.2. Should a manufacturer's or service provider's warranty exceed the requirements stated above, that warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

19.3. All warranties must be in effect from the date of acceptance by the County of the goods, services, or construction.

19.4. The contractor warrants that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

20. American Manufactured Goods Required for Public Works:

20.1 The Contractor shall comply with Section 14-416 of the Maryland State Finance and Procurement Article which requires a contractor or subcontractor to use or supply American Manufactured goods in the performance of a contract for (a) constructing or maintaining a public work; or (b) buying or manufacturing machinery or equipment that is to be installed at a public work site, as the same may be amended from time to time.

20.2 This section does not apply: (a) if Baltimore County determines that: (i) the price of the American manufactured goods exceeds the price of a similar manufactured good that is not manufactured in the United States by an unreasonable amount; (ii) the item or a similar item is not manufactured or available for purchase in the United States in reasonably available quantities; (iii) the quality of the item or a similar item manufactured in the United States is substantially less than the quality of a comparably priced, similar, and available item that is not manufactured in the United States; or (iv) the procurement of a manufactured good would be inconsistent with the public interest; or (b) to emergency life safety and property safety goods.

20.3 The Contractor shall certify to Baltimore County whether the offered goods and/or services are provided in the United States.

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] _____ and I am duly authorized to represent and bind [business name] _____ (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: _____

(2) The Business is a *(please select one)*:

- ☐ Corporation
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor
- ☐ Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☐ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☐ Yes ☐ No

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

c. If not, is the business in good standing in the formed in State of origination? ☐ Yes ☐ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

☐ Yes ☐ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
 - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (**You must check one of these**)

- [] The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- [] The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location: _____
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: _____

By: _____

Name:

Title:

(Authorized Representative and Affiant)

**"PRIME" CONTRACTOR
MINORITY INFORMATION**

This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

A. AUTHORIZED REPRESENTATIVE

I am the [title] _____ of [business] _____
_____ (the "Business").

B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 Executive Order of Baltimore County, Maryland, the following words have the meanings indicated.

(A) "Minority Business Enterprise" or "MBE" means a business enterprise that is owned, operated and controlled by one or more minority group members (African American, Hispanic American, Asian American, or Native American) who have at least 51% ownership and in which the minority group members have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

(B) "Women's Business Enterprise" or "WBE" means a business enterprise that is owned, operated and controlled by one or more women who have at least 51% ownership and in which the women have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

C. INFORMATION REGARDING MINORITY STATUS

☐ The Business is a certified MBE ____ or WBE ____

☐ Maryland State Department of Transportation (MDOT) # _____

☐ City of Baltimore # _____

☐ Name Other Jurisdiction: _____ # _____

☐ The Business is not a certified MBE/WBE, however, the ownership of the Business consists of _____% minorities and _____% women (for a total of _____%), each of which has operational and managerial control, interest in capital and earnings commensurate with their percent of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

_____ African American	_____ Hispanic American	_____ Caucasian
_____ Asian American	_____ Native American	_____ Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____

By: _____

Name:

Title:

(Authorized Representative)

COMPLETE BOTH SIDES OF FORM

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

List your **legal business name** below, **as shown on your income tax return**. **Sole proprietors** should list their individual name as noted on your social security card. You may enter a business name on line 2. Other entities must list your business name as shown on Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the business name line (2). For **limited liability companies** (LLC) that are owned by an individual, the owner's name must be listed in the Name line (1) and the business name can be listed on the business name line (2). For **limited liability companies** that are corporations, partnerships, etc., enter the business name on Name line (1).

1. Name (as shown on your income tax return)

2. Business name, if different from above

Address

ZIP Code

Remittance Address, if different from above

ZIP Code

Title

Fax Number

()

E-mail address

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). Note, this is the TIN shown on your federal tax documents.

Social Security Number

			--			--				
--	--	--	----	--	--	----	--	--	--	--

OR

Employer Identification Number

		==							
--	--	----	--	--	--	--	--	--	--

CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING

CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:

Filing Status (Ownership) (LLC is not acceptable)

Sole Proprietor

Partnership

Other: (explain)

CERTIFICATION:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Signature of U.S. Person

Date

SIDE 2

MBE / WBE Certification

Maryland Department of Transportation (MDOT) Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____	City of Baltimore Certification #: _____ Certification Date: _____ / _____ / _____ Pending: _____
--	---

Business Ownership (Check Only One)

	G	Government Entity		O	Other: _____
	H	Disabled		P	Non Profit
	MA	Minority-owned, Not small business		W	Woman-owned, Small business
	M	Minority-owned, Small business		WA	Woman-owned, Not small business
	NS	Non-minority-owned, small business		X	Woman-owned, Minority, Small business
	NL	Non-minority-owned, Large business		XA	Woman-owned, Minority, Not small business

Type of Business/Organization

	Association		Attorney
	Government Entity		Educational Institution
	Medical Service Provider		Non-profit Organization
	Other: (explain)		Financial Institution

Ethnicity of Ownership (Check Only One)

	A	Asian American		I	American Indian/Alaskan Native
	B	African American		N	Non-minority
	H	Hispanic American		O	Other Ethnic Group: _____

Incorporation

Incorporation State: _____ OR Date Business Started _____ / _____ / _____

Signature

I certify that the information shown on this registration is true and correct. I will advise the Purchasing Division immediately, in writing, of any change affecting this data.		
Signature:	Title:	Date:



BALTIMORE COUNTY, MARYLAND

INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those bid, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

The coverage required, excluding Worker's Compensation and Employers' Liability and Medical Malpractice Liability/Professional Liability/Errors and Omissions Liability, must include **Baltimore County, Maryland** as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000
any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$500,000 policy limit

Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

PERFORMANCE BOND

Bond No. _____

_____ Principal		_____ Business Address of Principal	
_____ Surety		Obligee: BALTIMORE COUNTY, MARYLAND A body corporate and politic	
A Corporation of the State of _____ and authorized to do business in Maryland			
		DOLLARS	\$ _____
Penal Sum of Bond (express in words and figures)			
_____ Contract Name		_____ Date of Contract	
		20 _____	
_____ Contract Number		_____ Date Bond Executed	
		20 _____	

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, if the aforesaid Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the OBLIGEE with or without notice to the SURETY, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of: _____ **Individual Principal**

Witness: _____ **as to:** _____ (SEAL)

Print Name: _____ **Print Name:** _____

Attest: _____ **Corporate Principal**

(Name of Corporation)

Witness: _____ **By:** _____

Print Name: _____ **Print Name:** _____ (SEAL)

Title: _____

Attest: _____ **Surety**

(Name of Surety)

Business Address: _____

Witness: _____ **By:** _____ Affix

Print Name: _____ **Print Name:** _____ Corporate

Title: _____ Seal

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Office of the County Attorney

PAYMENT BOND

Bond Number _____

Principal _____

Business Address of Principal _____

Surety _____

Obligee: **BALTIMORE COUNTY, MARYLAND**
A body corporate and politic

A Corporation of the State of _____ and authorized to do business in Maryland

DOLLARS \$ _____

Penal Sum of Bond (express in words and figures) _____

Contract Name _____

Date of Contract _____ 20 _____

Contract Number _____

Date Bond Executed _____ 20 _____

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL, above-named, and SURETY, above-named, and authorized to do business in the State of Maryland, are held and firmly bound unto the OBLIGEE, above-named, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL entered into a certain contract with the OBLIGEE described and dated as shown above, and is required to provide this bond pursuant to Maryland state law and/or County law and the contract.

NOW, THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall promptly make payments to all persons supplying labor and/or material to the Principal and to any subcontractor of the Principal in the prosecution of the work provided for in said contract and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

THE SURETY FURTHER GUARANTEES that it is rated "B" or better by the A.M. Best Company, and the contract bid amount must be less than or equal to the underwriting limitation contained in the Department of Treasury Circular 570 as amended at the time of underwriting.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Individual Principal

Witness: _____

as to: _____ (SEAL)

Print Name: _____

Print Name: _____

Attest:

Corporate Principal

(Name of Corporation)

Witness: _____

By: _____

Print Name: _____

Print Name: _____ (SEAL)

Title: _____

Attest:

Surety

(Name of Surety)

Business Address: _____

Witness: _____

By: _____ Affix

Print Name: _____

Print Name: _____ Corporate

Title: _____ Seal

Reviewed for Baltimore County Requirements

Office of the County Attorney

IF SUBMITTING BOND, THIS FORM MUST BE USED

BID BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____ and authorized to do business in the State of Maryland	BALTIMORE COUNTY, MARYLAND, a body corporate and politic
Penal Sum of Bond (express in words and figures)	
Description of Bid	Date of Contract
Contract No. _____	Date Bond Executed
Proposal or Item No. _____	

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL above named and SURETY above named, are held and firmly bound unto the OBLIGEE above named in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the aforementioned Principal shall be awarded the contract. The said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the entire Penal Sum of the Bid Bond of the said Principal as liquidated damages.

Signed and sealed _____
(Date)

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

Witness

In Presence of:

Witness

INDIVIDUAL PRINCIPAL

as to _____ (SEAL)

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

as to by _____ (SEAL)

CORPORATE PRINCIPAL

Name of Corporation _____

By _____

Title _____

Surety _____

By _____

Title _____

Affix
Corporate
Seal

Affix
Corporate
Seal

Business Address of Surety _____

NOTE: Under Corporate Principal, this bond must be executed by either president or vice-president. Any person legally empowered to bind the corporation may execute document only if a copy of the resolution granting this right is attached.

BID REPLY LABEL

*CUT ON THE DOTTED LINE AND SECURE
TO THE OUTSIDE OF YOUR RESPONSE
ENVELOPE OR CARTON.*

REQUEST FOR BID	
NO. B-1051 9/8/16, 3:00 PM ON-CALL UTILITY INSPECTION AND MAINTENANCE	
TO:	BALTIMORE COUNTY, MARYLAND PURCHASING DIVISION 400 WASHINGTON AVE, ROOM 148 TOWSON, MARYLAND 21204-4665

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE**

GENERAL CONDITIONS

1. SUMMARY OF CONTRACT-SCOPE.

- 1.1 It is the intention of these specifications that the Contractor shall furnish and the County shall purchase sanitary sewer utility infrastructure inspections and cleaning services as specified in these specifications, which the County may require during the period of time specified. These services shall be performed for agencies working under and with the Department of Public Works. The quantities shown are approximate and for the purpose of bid evaluation. Baltimore County reserves the right to order such services as may be required during the contract period, and it also reserves the right not to order such services bid upon by the contractor if such services are not required by Baltimore County. There shall be no compensation for work estimated in this solicitation but not ordered during the term of this agreement. The quantities for these items may be increased, decreased or deleted entirely from the contract by the County without negotiations. The contractor will not be allowed to submit a claim against Baltimore County for any adjustments to the contract unit price bid should the item(s) be increased, decreased or eliminated.
- 1.2 The scope of this contract shall be to provide tasks specified in this section on an on-call basis. Work on each task shall be done in accordance with the instructions provided by the County and with following County documents:
 - 1.2.1 Baltimore County Standard Specifications for Construction and Material dated February 2000 and as updated periodically, herein referenced to as "Standard Specifications."
 - 1.2.2 Baltimore County Standard Details for Construction dated February 2000 and as updated periodically, herein referenced to as "Standard Details."
 - 1.2.3 Plans or design sketches as provided to the Contractor for their use.
- 1.3 The work to be done under this contract includes, but not limited to, provision of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with the specifications and scope of work.
- 1.4 Baltimore County reserves the right to extend the terms and conditions of this contract to any and all other County agencies requiring these commodities and/or services. A sub-order release will be issued against the original purchase order, confirming the contracted pricing and giving quantity and delivery requirements.
- 1.5 The County, at its sole discretion, may issue the Work as either single contract to a single Contractor or multiple contracts to multiple contractors. The Contractors will be responsible for the successful completion of the Work for the County.
 - 1.5.1 **Contractor Qualification Instructions**
 - 1.5.1.1 List five (5) projects of reasonably similar nature to this SSES project that have been completed within the past 5 years. Provide owner name, address and contact information for each project. Cumulatively, the projects must meet the following criteria: "**See Attachment 1-A**"

- Minimum gravity line cleaning and CCTV experience 8 to 24-inch diameters – 800,000 lf
- Minimum of 600,000 LF of the inspection work must be inspection of gravity sewers
- Minimum gravity pipe cleaning and CCTV experience 24 to 72 inch diameters – 200,000 LF
- Minimum of 150,000 LF of the inspection work must be inspection of gravity sewers.
- Minimum heavy cleaning 24 to 72 inch diameter gravity lines – 50,000 LF.
- Minimum CCTV/Sonar inspection – 50,000 LF. CCTV/sonar inspection is defined as any combination of CCTV inspection and sonar inspection that is performed simultaneously.

1.5.1.2 Key personnel must be experienced and trained. Submit a list of the expected staff, with qualifications, and location of the office from which the work will be performed. They must have the following credentials:

- Project Manager with a minimum of 10 years wastewater and/or stormwater inspection experience.
- Staff with GIS, PACP – compliant database management, wastewater and/or stormwater inspection quality assurance review expertise.
- Field personnel with PACP, MACP, LACP and OSHA Confined-Space Entry certification

1.5.2 Consideration will be given to teams of multiple inspection/cleaning Sub-contractors, working under the management of a single management Prime Contractor. The Prime Contractor may be an inspection or cleaning Contractor, but this is neither a requirement nor hindrance for consideration of the work. If the Prime Contractor is not an inspection and cleaning contractor, the Prime Contractor must be able to show experience in management of multiple pipeline investigation sub-contractors as detailed in this section.

1.5.3 The Prime Contractor's team shall be structured so that the work will be performed in a manner that is efficient, cost effective for the County, and responsive to all the requirements of the Work as defined in this request for bid (RFB).

1.6 **Relation of Contractor and Subcontractor:** The Prime Contractor(s) shall detail in its proposal the planned use and involvement of any Sub-Contractors, including, but not limited to, the name, address, telephone and facsimile numbers, individual contact name, and detailed description of the portion of work to be performed by the Sub-Contractor(s) and detailed explanation of reasoning for the termination or change of Sub-Contractor(s), if applicable (see below).

1.6.1 The Prime Contractor(s), however, will not be bound to use only those Sub-Contractor(s) named in the proposal. The Prime Contractor will have the option to change Sub-Contractor(s) as needed throughout the duration of the contract for the purpose of improving the performance of the Work, improving Work, quality or increasing Work production sites. The Prime Contractor, however, must secure written authorization from the County before canceling or awarding any Sub-Contract.

1.6.2 The Prime Contractor(s) shall detail in its request for authorization from the County the planned use and involvement of any new Sub-Contractor(s), including, but not limited to, the name, address, telephone and facsimile numbers, individual contract name, and a detailed explanation of reasoning for the termination or change of Sub-Contractor, if applicable.

- 1.6.3 The Prime Contractor(s) will be responsible for the performance of the Work and must exercise appropriate degrees of control of performance of its Sub-Contractor(s). The Prime Contractor shall include appropriate provisions in all applicable Sub-Contracts relative to the Work to bind all Sub-Contractors to the Prime Contractor by the terms of the General Conditions and other Contract Documents as applicable to the Work of the Sub-Contractors and to give the Prime Contractor the same power of termination in regards to Sub-Contracts as the County may exercise over the Prime Contractor under any provisions of the Contract Documents.
- 1.6.4 The Prime Contractor(s) may award up to one hundred percent of the field investigative digital imaging and cleaning work to Sub-Contractors.
- 1.6.5 The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Agreement, the Contract Documents specified in Section 1.2, the General Conditions, the Drawings, Special Provisions, and Construction Specifications as far as applicable to his/her work unless specifically noted to the contrary in the subcontract as approved in writing as adequate by the Department of Public Works.
- 1.6.6 The subcontractor agrees to be bound to the Contractor by the terms of the Agreement, the Contract Documents specified in Section 1.2, Special Provisions, Construction Specifications, and to assume toward his/her all obligation and responsibilities that he/she, by those documents, assumes toward the County.

2. TERM OF AGREEMENT.

- 2.1 The term of the contract shall be for one (1) year. The County reserves the right to renew this contract for up to four (4) additional one-year renewal options under the same terms and conditions. The County will automatically renew the contract on each option year unless notice is given to the Contractor that the contract is not renewed.
- 2.2 If price adjustments are requested pursuant to the terms of the contract, the Contractor must notify the Baltimore County Purchasing Division at least ninety (90) days prior to the current terms expiration date.
- 2.3 The Contractor must maintain the insurance coverages required by the County while the contract is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

3. METHOD OF AWARD. Award of this contract may be in whole or in part. The County reserves the right to make awards on an individual item basis, combination item basis, or lump sum basis, whichever is in the best interest of the County. In accordance with Sec. 10-2-406 of the Baltimore County Code, 2003, as amended, past performance of bidders in furnishing goods and services to Baltimore County will be considered in determining the award.

4. APPLICABLE GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS: All work performed under this Contract shall be done in strict compliance with the Special Provisions bound herewith and with the Standard Specifications and Standard Details referenced in Section 1.2, and subsequent addenda thereto, so far as the same may be applicable, a copy of the same being on file in the Office of the County Executive and the Office of the Director of Public Works for Baltimore County. The General Conditions and Special Provisions sections are in addition to the County's Standard Specifications. General Instructions for formal bids will take precedence.

5. PRICES.

- 5.1 Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall include delivery costs and charges.
- 5.2 The County reserves the right to solicit bids on the open market when the Contractor's proposal for any work is \$25,000.00 or greater.

6. ESCALATION.

- 6.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.
- 6.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 6.3 Baltimore County reserves the right to accept or reject the request for a price increase within fourteen (14) days. If the price increase is approved, the price will remain firm for 365 days from the date of the increase.

- 7. ENGINEER.** The term "Engineer" shall be used throughout this solicitation. The term will designate the person responsible for the administration of this agreement. The "Engineer" shall be authorized by the Director of Public Works. For any Baltimore County agency or for entities outside of the general County government (e.g., Baltimore County Board of Education, Maryland State Highway Administration) that wish to "piggyback" this agreement, the "Engineer" shall be designated by the respective department heads.

8. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS.

- 8.1 With regard to this Contract, the Engineer, or a designated representative, will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Contractor will be called in to review and to correct all problem areas without additional cost to the County. Upon notification by the Engineer, or a designated representative, the Contractor will make repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 8.2 The Contractor shall not proceed with any task until all permits applicable to that task have been received. The Contractor is responsible for possession of valid copies of all applicable licenses and certifications required to proceed with and to complete the work.
- 8.3 The Contractor shall be responsible for the reporting and remittance of all State, Federal and local taxes, including sales taxes on material and equipment purchases, and shall hold Baltimore County harmless in the event of claims regarding taxes. Licenses and taxes shall be the responsibility of the Contractor at no additional cost to the County.
- 8.4 The Department of Public Works will receive and will evaluate all sewerage concerns, will provide all plans and permits required, and will schedule work through Bureau of Utilities. They will work closely with the field engineer and the Contractor for satisfactory production and improvements.
- 8.5 Contractor shall provide a complete, workmanlike, well-executed job in accordance with these specifications and all applicable national and local codes. Any additional code requirements by

Baltimore County shall be noted within. In cases of conflict between requirements, that requirement which is in compliance with all applicable codes and is, in the opinion of Baltimore County, more advantageous to Baltimore County, shall govern.

9. "SAMPLE" FORM CONTRACT.

- 9.1 A sample of the County's form contract may be found on the Baltimore County website at <http://www.baltimorecountymd.gov/Agencies/budfin/purchasing/currentsolicitations.html>. The vendor's submission of a bid response without identifying exceptions expressly acknowledges and formally evidences the Offeror's acceptance of all terms and conditions of the form contract. Any and all exceptions must be submitted in writing in the Offeror's bid response.
- 9.2 If the Offeror submits an exception, which alters the County's risk, liability, exposure in, or the intent of this procurement, the County reserves the right in its' sole and absolute discretion to deem the vendor non-responsive.
- 9.3 All Offeror's further understand and agree that the County will accept no vendor exceptions to the form contract at any time after submission of the bid response.

10. INQUIRIES. Any inquiries relative to this bid should be directed to Kathleen Madary, the Buyer, at 410-887-3888.

11. INVOICES.

- 11.1 Daily work tickets detailing the quantity of work performed under the payment unit of measure shall accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed, the unit price for each payment unit of measure, the specific task (location), and job order number. Authorization to pay invoices will be given by the Engineer prior to payment of invoices. Invoices must be submitted in duplicate on a monthly basis to the Office of Finance, Disbursements Section, Courthouse, Room 148, 400 Washington Avenue, Towson, Maryland 21204. A copy of each invoice must be submitted to the Engineer. Charges for late payment of invoices are prohibited.
- 11.2 Baltimore County may withhold, or because of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the County from loss on account of:
 - 11.2.1 Defective work not remedied.
 - 11.2.2 Claims filed, or reasonable evidence indicating probable filing of claims, by parties other than the Contractor.
 - 11.2.3 Failure of the Contractor to make payments properly to subcontractors for material or labor.
 - 11.2.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 11.2.5 Damages to another Contractor.
 - 11.2.6 Failure of the Contractor to submit data required within the time limits stated in the Contract Documents. When the grounds for withheld payment are removed, payment shall be made for amounts withheld because of them.

12. **CORRECTION OF WORK AFTER FINAL PAYMENT.** Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials and workmanship. Unless otherwise specified, the Contractor shall remedy any defects and shall pay for any damage to other work resulting from faulty materials or workmanship that appear within the guarantee period. The County shall give notice of observed defects with reasonable promptness.
13. **ASSIGNMENT.** The Contractor shall not assign the Contract. He/she shall not sublet as a whole or sublet it by trades or other portions in an amount of more than 75% of the monetary value of the Contract. The remaining 25% shall be executed by the Contractor with labor and materials directly purchased and paid for by the Contractor. Costs for insurance, overhead, supervision, etc., may not be claimed as a portion of the 25% mentioned above. The execution of work by a subsidiary of the Contractor is not considered direct employment. The Contractor shall not assign any monies due, or to become due, to him/her under this agreement without the previous written consent of the County.
14. **LIENS.** Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of this Contract or receipts, in full, in lieu thereof. In either case, an affidavit should be provided stating that so far as he/she has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the County to indemnify him/her against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund the County all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.
15. **MARYLAND STATE SALES TAX.**
- 15.1 Contractors who are performing work for the State of Maryland or any of its political subdivisions are required to pay tax on materials and supplies which will be incorporated into the work.
- 15.2 The Contractor must pay the tax on all equipment which he/she purchases even though it may be used on a job for the State or any of its political subdivisions.
16. **EMPLOYEES.**
- 16.1 Qualifications of Employees: Only personnel thoroughly trained and skilled in the task assigned to them may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- 16.1.1 Licensed Employees: When County, State or Federal laws require that certain personnel be licensed, then all such personnel employed on the work shall be so licensed.
- 16.1.2 Quantity of Labor: The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in his/her proposal.
- 16.1.3 Work Areas: The Contractor shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Department of Public Works.
- 16.1.4 Superintendent: The Contractor shall have, at all times during its progress, a competent English speaking superintendent and all necessary assistants assigned to each task. The Superintendent will represent the Contractor. All directions given to the Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing upon request in each case. Should the Superintendent be the cause of complaint by the Engineer or his designated representatives, the

Superintendent shall be removed from the work and a new Superintendent shall be assigned to the project.

16.1.5 Discipline: The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person. He/she shall enforce all instructions relative to use of water, heat, power, no smoking, and shall control any use of fires as required by law and by the Department of Public Works.

16.1.6 Employees shall not be allowed to loiter on the work premises before or after job working hours.

17. **COOPERATIVE PURCHASE.**

17.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested

17.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

18. **MINORITY AND WOMEN BUSINESS ENTERPRISE REQUIREMENTS:** The resulting minority and women business participation requirement for this contract is 15%.

18.1 Each Contractor must comply with all Minority and Women Business Enterprises (M/WBE) participation requirements. Included with this solicitation package are copies of the County's M/WBE policy and provisions and M/WBE participation schedule forms. Form A-1 must be completed, executed, and **returned to the Purchasing Division with the bid** if a goal has been assigned. To request M/WBE participation forms, contact the buyer on the solicitation. Forms B-1, C-1, D-1 and E-1 must be submitted along with the bid for the applicable assigned task.

18.2 M/WBE participation levels are to be met with respect to each assigned task unless a waiver is granted by the County for good cause shown.

18.3 The Prime Contractor shall make a genuine good faith effort to comply with the Baltimore County Minority Business program's minimum 15% subcontracting goal. However, the percentage requirement may vary. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. This good faith effort is also applicable to Prime Contractors who are themselves, minority-owned or woman owned firms.

18.4 All prime contractors and MBE/WBE sub-contractors are required to report monthly to the County through an online MBE/WBE Compliance Portal (PRISM). The portal can be found under *Compliance Reporting for Prime Contractors and Sub-Contractors* at www.baltimorecountymd.gov/go/mwbe . The contractor must provide a contact person and contact information for the MBE/WBE compliance reporting. If the contractor cannot submit his/her report on time, he/she will notify the County MBE/WBE office and request additional time to submit the report. Failure of the contractor to report in a timely manner may result in a finding of noncompliance. The County in its sole discretion may require additional reports regarding

19. INSURANCE.

- 19.1 The successful vendor will be required to provide verification of insurance coverage in accordance with the attached requirements. The successful vendor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 19.2 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.
- 19.3 In the event the vendor changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

20. BID DEPOSIT REQUIREMENTS.

- 20.1 Bid deposit shall be required when indicated on bid proposal. Failure to submit such check or bond when required will nullify bid.
- 20.2 When specified, bids must be accompanied by either a Certified Check, Cashier's Check, Treasurer's Check or U.S. Money Order for five percent (5%) of the amount of the bid; or a Bid Bond for five percent (5%) of the amount of the bid, executed on the attached approved form. Only the bid bond provided by the County will be acceptable and must be completed by a surety company duly licensed under the Laws of the State of Maryland.
- 20.3 Checks or money orders will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.
- 20.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within fifteen (15) calendar days after the award, may result in his deposit being forfeited to the County as liquidated damages.
- 20.5 The successful bidder shall be required to give both a performance and payment bond, each in the amount of the contract, conditioned that he shall comply in all respects with the terms and conditions of the agreement and his obligations thereunder, including the specifications.

21. PRE-BID CONFERENCE.

- 21.1 A pre-bid conference will be held on **Thursday, August 18, 2016 at 1:00 p.m.** in the Purchasing Division, Courthouse, 400 Washington Avenue, Room 148, Towson, MD 21204. The purpose of the conference is to clarify any parts of the solicitation and answer questions, which may be pertinent to the request.
- 21.2 Any significant changes to the solicitation as a result of the discussions at the pre-bid conference will be posted on the web site at: www.baltimorecountymd.gov/purchasing.

22. CONTRACT DRAWINGS – DESIGN INTENT.

- 22.1 Contract Drawings to be followed for this Contract shall be those approved drawings on file at the office of the Engineer. The Contract Drawings contain information as to amount, location, dimension, and detail of the work to be performed in accordance with the Specifications. No

deviation shall be permitted from the Contract Drawings and Specifications unless authorized in writing by the Engineer. Deviation by the Contractor from the Contract Documents without the Engineer's prior written approval shall be at the Contractor's risk and expense, including the expense of removal and restoration if so ordered.

- 22.2 Any discrepancies found between the Drawings and Specifications or any inconsistencies in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities prior to corrections directed by the Engineer shall be done at the Contractor's risk. In the case of discrepancy or omission, the Engineer will determine the intent of the design in issuing clarifying or corrective instructions.
- 22.3 In order to fulfill the requirements of the Contract, conformance is required with both the Contract Drawings and Specifications. The Contractor is not released from responsibility for performing work shown on the Contract Drawings but not included in the Specifications or vice versa; mention of work in either part is sufficient to include it under the Contract. In all cases, the decision of the Engineer will be final.

23. SUBSTITUTION OF EQUIPMENT OR MATERIALS.

- 23.1 Whenever a material, article, or process is specified or described by using the name of a proprietary product or the name of a particular vendor or manufacturer followed by the phrase "or equal," the specific item mentioned shall be understood as establishing type, function, dimension, appearance, and quality desired and is to be the basis upon which bids are prepared.
- 23.2 Equipment or materials other than those specified will be permitted provided that, in the opinion of the Engineer, such equipment is equal to or better than that specified. Any such decision of the Engineer with respect to approval or disapproval of any equipment or material proposed to be substituted as an "or equal" is final, and the Contractor shall have no claim of any sort by reason of such decision.
- 23.3 If the Contractor proposes to provide equipment or materials as "or equal" to those specified, it shall be his/her responsibility to furnish complete, specific, detailed information from the manufacturer or supplier of such equipment or material establishing conformance with the requirements of the Contract Specifications. This shall consist of an item-by-item comparison of the Contract Specification requirements with the equipment or material proposed to be furnished. In the event the Contract Specifications mention a model number or other designated manufacturer in lieu of the detailed description and manufacturer, an item-by-item comparison shall be furnished of the equipment specified under the Contract and that proposed to be substituted. The Contractor shall bear the burden of responsibility of demonstrating that the equipment or material to be substituted is equal to, or of higher quality than, that specified. Submission of incomplete, insufficient, or irrelevant data as evidence of compliance with this provision shall be grounds for denial of the Contractor's request.
- 23.4 All requests for approval of equipment and materials other than specified shall be submitted by the bidders to the Baltimore County Department of Public Works, Bureau of Utilities, in writing no less than fourteen (14) calendar days prior to the opening of bids for approval. If approved by the Department of Public Works, all bidders will be notified through an addendum to these Specifications no less than seven (7) days prior to the opening of bids. Upon extension of the opening date of the bids, the deadline for approval of equal or substitute equipment shall not be extended but shall remain fixed relative to the original date of the bid opening. Requests for changes to equipment or material must be made by the prime bidders, and requests for such changes by manufacturers or suppliers will neither be considered nor approved.

- 23.5 After the opening of bids, following approval of a request for a change to equipment or materials, the Contractor shall provide the County with a credit equal to the difference between the net cost to the Contractor of the article submitted and the lowest cost to the Contractor of the article specified. The Contractor shall submit these figures accompanying each substitute submittal; no request for substitution of equipment or materials will be considered without such figures.
- 23.6 The Engineer may, at his/her discretion, authorize use of substitute items or materials at greater, lesser, or equal cost to those specified when required due to the Contractor's inability to obtain specified equipment or materials in a timely manner where unreasonable delays to the progress of the work may result.
- 23.7 In the case of the two previous paragraphs, the Contractor shall submit a written request for permission to use substitute equipment or materials; the Contractor must furnish full information as to the costs of the items or materials specified as well as to the costs of the substitute items or materials. Such information shall be of sufficient detail to permit verification by the Engineer of the costs submitted. If approved by the Engineer, written authorization for credit to the County or payment to the Contractor will be made based upon the cost difference between the specified item and the substitute item.
- 23.8 All decisions of the Engineer with regard to credits to the County, payments to the Contractor, or equipment and materials to be substituted shall be final.

24. FIRE HYDRANT UTILIZATION.

- 24.1 Fire hydrant permits must be obtained if water is required from a hydrant. No water is to be drawn from a public fire hydrant except through a meter. Applications are made through the Department of Permits and Licenses. All costs are considered incidental to the cost of items bid.

25. GUARANTEE.

- 25.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of conditional acceptance of any item. The Contractor warrants and guarantees that the completed work is free from all defects due to faulty materials, equipment, and workmanship and is in every way fit for the use intended including, but not necessarily limited to, the following:
- 25.1.1 Against all faulty or imperfect materials and equipment, subsidence of fill, backfill and embankment, vegetative stabilization, and against all imperfect, careless and/or unskilled workmanship.
- 25.1.2 That work performed under this Contract, including all mechanical and electrical equipment, appurtenances and every part thereof, shall operate, with due care and maintenance, in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents.
- 25.1.3 Where manufacturer's equipment warranties required elsewhere herein are in effect for a period longer than the Contractor's guarantee period, the County shall be named beneficiary of said warranties; and the Contractor shall furnish the County with a copy of said warranty.
- 25.1.4 That all structures and equipment designed to hold or convey water or prevent the entrance of water shall be watertight and leakproof at every point in accordance with their intended use.

25.1.5 No use or acceptance by the County of any part of the work, nor failure to use same, nor any repairs, adjustments, corrections or replacements made by the County due to the Contractor's failure to comply with any of his Contract obligations, or other corrections made by the County shall modify in any way the guarantee obligations of the Contractor under the Contract Documents.

25.1.6 The Contractor shall promptly make corrections as necessary by reason of such defects including damage to other parts of the work resulting from such defects. The Contractor agrees to replace, with proper workmanship, materials and equipment and to correct and repair, without cost to the County, any work which does not operate satisfactorily nor performs as specified, does not conform to the Contract Documents or is otherwise improper or imperfect. Exceptions will be made only for damage resulting from direct negligence of County personnel or that due to normal wear and tear. In the event the Contractor fails to properly perform such repairs or corrections or other work made necessary by such defects, the County may do so and shall charge the Contractor for costs incurred.

26. ELECTRONIC VERSION SUBMITTAL.

26.1 In accordance with the General Instructions for Solicitations, #1.9, Instructions, Forms and Specifications, responses to Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in PDF format. The CD must be labeled with the bid number, the bid title, and the bidders' name submitting the response. All bids must be submitted in a sealed envelope or carton as appropriate. This does not apply to Requests for Quotations.

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE CONTRACT**

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**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE CONTRACT**

GENERAL SPECIFICATIONS

1. DEFINITIONS.

- 1.1. CMMS. The County's computerized maintenance management system.
- 1.2. CMMS Work Order: An electronic record of planned and/or completed Work. The electronic record is created, edited and closed in the County's computerized maintenance management system.
- 1.3. COUNTY: The person(s) responsible for the administration and technical aspects of the executed agreement, employed by Baltimore County Department of Public Works. The "County" shall be authorized by the Director of Public Works.
- 1.4. CONTRACTOR: In addition to the definition provided in the Standard Specifications, the term will designate the person responsible for the execution of the services and materials for Baltimore County, as described in the agreement, and employed by the company which has been awarded the Contract to perform the Work outlined in the agreement. Contractor shall also include all subContractors that are to provide services and/or materials for this Contract.
- 1.5. EMERGENCY WORK: Work that is assigned by the County to the Contractor and will be completed before any other previously-assigned Work is attempted. The County will identify and designate Emergency Work prior to assigning the Work to the Contractor. Emergency Work shall be completed by the completion date agreed upon by the County and the Contractor. Payment for Emergency Work shall be made based on the unit costs shown on the price sheets. No additional payment shall be made for Emergency Work.
- 1.6. INSPECTOR: An authorized representative of the County, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.
- 1.7. PROJECT: Any Work included, either directly or indirectly, as part of the executed agreement.
- 1.8. PURCHASING AGENT: The term "Purchasing Agent" shall be used throughout this solicitation. The term will designate the person within the Baltimore County Purchasing and Disbursement Division responsible for procuring and processing this Contract.
- 1.9. WORK AREA: Any location where Work is to be performed by the Contractor, including but not limited to, any laydown or storage areas, parking areas, and areas of restoration, as a direct result of the Work.
- 1.10. WORK ORDER: The Purchase Order, signed by the County, which instructs the Contractor regarding the Work to be performed as part of this Project.

- 1.11. WORK: The tasks necessary to complete the Project, as described in these Contract Documents, including but not limited to, any direct or indirect tasks. Work will also be defined to include any direction from the County.
- 1.12. WORK ORDER MAPS: The electronic files from the County's geographic information system that will be provided to the Contractor which graphically show the geographic location of each asset assignment and describe the Work for the assigned asset.
- 1.13. INSPECTOR DAILY REPORT (IDR): The County's standard form that is used by the County's inspectors to record work type and quantity. The form is used to base all invoiced work type and quantity.

2. LOCATION OF WORK AND EXISTING CONDITIONS.

- 2.1 The Work Areas shall be any location within the boundaries of Baltimore County, Maryland.

3. WORK, SCHEDULE, INTERRUPTIONS, DELIVERY, INSTALLATION, PROPERTY PROTECTION.

- 3.1. Work and the delivery, repair and/or installation of material can be accomplished during the weekdays Monday through Friday, excluding the following County holidays unless authorized in writing by the County:

New Year's Day	Columbus Day
MLK, Jr. Birthday	General Election Day (each even year)
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day and the Day After
Independence Day	Christmas Day
Labor Day	

- 3.2. Work around the holidays shall be at a schedule agreed to by the County. Normal work hours will be between 7:00 a.m. and 5:00 p.m Monday through Friday. This time range may be unilaterally adjusted by the County based on conditions at the site, such as but not limited to traffic, noise and community concerns. The Contractor may request to work during low flow periods (e.g. night time) as a means of accomplishing flow control. The Contractor must receive written approval from the County prior to performing Work during the times requested.
- 3.3. The Contractor may submit to the County a request to work weekends. No Work shall be planned or performed during the weekend without receiving from the County prior approval.
- 3.4. The Work described in this specification shall be done with the least inconvenience to Baltimore County Government. Vehicles must have egress capabilities at all times. The amount of time that normal operations are interrupted shall be kept to an absolute minimum and shall be coordinated with the user agency at (410) 887-7415.
- 3.5. The Contractor is responsible to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this Contract. Any property or incidentals damaged during the course of this Contract shall be repaired or replaced to the satisfaction of the County and the property owner.

- 3.6. For each Work Order, the County shall approve the Work Order schedule as proposed by the Contractor. This work schedule shall be established with regard to constraints placed by property owners, utility company work schedules, the number of working days estimated, weather forecasts, availability of equipment, materials and labor sufficient to complete the Work and other considerations.
- 3.7. At the beginning of each working day, the Contractor shall e-mail to the County the location of each field crew.

4. PROGRESS SCHEDULE REQUIREMENTS.

At the County's sole discretion, the progress schedule requirements described herein may be waived for Emergency Work.

Replace Section GP-8.04 of the February 2000 Standard Specifications with the following:

A. GENERAL

1. Scheduling of Work is the responsibility of the Contractor. The Contractor must take all reasonable action to avoid or to mitigate the effects of delays including, but not limited to, rescheduling or resequencing the work, accepting other work, and reassigning personnel. When the Contractor is responsible for any delays, the County may order the Contractor to accelerate construction, work overtime, add additional shifts or manpower, work on weekends, or to do anything else reasonably necessary to complete the work on time, at no additional cost to the County.
2. For each work order, the Contractor shall submit to the County for review and approval a Baseline Schedule, Monthly Progress Schedules, and any required Recovery Schedules as outlined in these specifications.
3. Failure of the Contractor to comply with the requirements of this section shall be grounds for determination by the County that the Contractor is not prosecuting the work with due diligence as to ensure completion of the Work within the time specified in the Contract Documents or as agreed upon with the County after execution of the Contract. The County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with Section GP-8.08 of these General Provisions.
4. The Contractor does not have the unilateral right to complete the work late and pay liquidated or other damages.

B. BASELINE SCHEDULE

1. For each work order, the Contractor shall submit to Baltimore County a detailed Baseline Schedule indicating the time allocated by the Contractor for performance of each portion of the Work. The schedule shall show commencement of Work from the date the Notice to Proceed is issued. The schedule shall show completion of the Work within the Contract time as specified in the Contract Documents or as agreed upon with the County after execution of the Contract.
2. The submitted Baseline Schedule shall be properly and reasonably sequenced to show the order of performing the various tasks of Work. The schedule shall clearly identify the sequencing restraints and the critical

activities necessary to complete the work on time and shall list proposed workdays, holidays and any special non-work days.

3. The submitted Baseline Schedule shall list the dollar value for each Work item and shall show the Contractor's labor requirements for achieving each Work item. The schedule shall also include a list of submittals related to material and equipment fabrication orders, permits, easements and any other work tasks requiring submittals. Each necessary submittal shall be shown on the schedule as a separate Work activity with necessary dates of submittal, anticipated review and response time, anticipated dates of re-submittal if necessary, and anticipated dates for final review and approval.
4. Within 14 calendar days after the County reviews and rejects or conditionally approves the submitted Baseline Schedule, the Contractor shall make all necessary corrections and resubmit the corrected schedule. Baltimore County may decline to issue Notice to Proceed until the Contractor submits the required schedule and the County approves it.

C. SUBSEQUENT MONTHLY PROGRESS SCHEDULES

1. Within 30 days after the County issues Notice to Proceed, and on monthly basis thereafter, the Contractor shall submit a revised Monthly Progress Schedule accurately updated to reflect all revisions to the previously submitted schedule including actual commencement dates of listed work activities, actual work activities completed to date, and any sequence changes made or planned for the order of work activities and their effect on the critical path for completion of the whole project. The sequencing changes shall show extension of times granted by Baltimore County and any delays or early completion of work activities.
2. The Contractor shall meet with the County, or its designated attendee, at least once a month to discuss in detail the Contractor's updating of the Monthly Progress Schedule and the necessity for revision or correction in the schedule.
3. Within 10 calendar days after the County reviews and rejects or conditionally approves the submitted Monthly Progress Schedule, the Contractor shall make all necessary corrections and resubmit the corrected schedule.
4. The Contractor shall submit the required Monthly Progress Schedule whether or not the Contractor submits an application for payment each month. Baltimore County may decline to process any pending payment requests for this project until the Contractor submits the required schedule and the County approves it.

D. RECOVERY SCHEDULES

1. Within 10 calendar days after the work order falls behind schedule or is alleged by either party to be behind schedule, the Contractor shall furnish to the County, at no additional cost, a revised schedule hereinafter called a "Recovery Schedule". The Recovery Schedule shall show how the Contractor will finish the project by the Contract completion date.
2. The Recovery Schedule shall include all of the information required in these specifications.

- E. LOGICAL SEQUENCING AND LAYOUT OF THE SUBMITTED SCHEDULES (CPM SCHEDULES)
1. Unless the Contract Documents expressly permit the Contractor to use a schedule other than a Critical Path Method (CPM) schedule, the submitted Baseline Schedule, the subsequent Monthly Progress Schedules, and any required Recovery Schedules shall all be CPM schedules.
 2. CPM schedules are required to assure adequate planning and execution of the work and in evaluating the progress of the work and the impact on the schedule events, which could affect the completion date.
 3. The submitted CPM schedules shall clearly designate the Substantial Completion Date of the project. This is the date when the construction project or specified part thereof is sufficiently completed, in accordance with the Contract Documents, such that the project or specified part thereof can be used to accomplish the purposes for which it was intended.
 4. Logic or network diagrams shall show the order and interdependence of activities and the sequence in which work is to be accomplished as planned by the Contractor. These diagrams must show how the start of a given activity is dependent on preceding activities and how its completion restricts the start of the following activities.
 5. At a minimum, the following information shall be furnished for each work activity:
 - i. Activity number
 - ii. Description of activity
 - iii. Activity numbers for any predecessor and successor activities
 - iv. Relationships with preceding activities
 - v. Activity duration in Calendar days
 - vi. Percent of activity completed
 - vii. Early start date (by calendar date)
 - viii. Early finish date (by calendar date)
 - ix. Actual start date (by calendar date)
 - x. Actual finish date (by calendar date)
 - xi. Float or slack (by calendar date)
 6. The Monthly Progress Schedules and any required Recovery schedules shall show the activities or portion of the activities completed during the reporting period and their total dollar value as basis for the Contractor's periodic request for payment. For each activity, the update shall state the percentage of work actually completed and the progress along the critical path in terms of days ahead or behind the allowable dates.
 7. The Monthly Progress Schedules and any required Recovery schedules shall include a comments section summarizing the updated analysis for the project as a whole, describing problems with work activities, and explaining proposed corrective actions.
 8. Approved change orders shall be reflected as new activities or as change in logic and/or time framing of existing activities. They shall be shown on the

updated schedule that immediately follows a receipt of a Change Order Approval from the County.

F. FORM OF SCHEDULE SUBMITTAL

1. All schedules, including the Baseline Schedule, the Monthly Progress Schedules, and any required Recovery schedules shall be submitted in MS Excel, MS Project or Oracle Primavera format.

5. **SECURING MATERIALS, TOOLS, EQUIPMENT AND JOB SITE SAFETY.**

- 5.1. It shall be the sole responsibility of the Contractor and each subContractor performing services for this Contract to safeguard their own materials, tools, and equipment. Baltimore County shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 5.2. All Work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not be limited to OSHA, MOSHA, etc. All Work being performed for and/or on Baltimore County property shall fully conform to all local, state, and Federal Safety regulations.
- 5.3. Adequate barricades shall be erected and maintained completely around all staging areas where equipment and materials are stored and used. The Contractor shall be responsible for keeping the staging area neat, clean and a minimal local inconvenience.
- 5.4. If requested by the County, all existing mechanical and electrical systems and mechanisms within areas affected by proposed Work shall be checked by the Contractor in the presence of the County for proper operation before and after completion of the Work.
- 5.5. The Contractor is solely responsible for planning and maintaining site safety at all times.

6. **SUMMARY OF WORK**

- 6.1. The Special Provisions and Baltimore County Standard Specifications are hereby made a part of the Contract. In case of any conflict with the (2000) "Standard Specifications, General Provisions" or applicable Amendments, these Special Provisions shall govern. All Work to be performed under this Contract shall be done in strict compliance with the Baltimore County Standard Specifications for Construction and Materials, dated February 2000 and applicable Amendments.
- 6.2. The primary purpose of this Contract is to inspect and clean portions of the Baltimore County sanitary and stormwater collection systems. References to pipe in this Contract shall be understood to mean pipes in sanitary and/or stormwater systems. References to manholes and structures shall be understood to include buried structures and appurtenances related to the sanitary and stormwater collection systems.
- 6.3. The Work includes pipes and structures that could be located in developed areas, roadways and/or in right of ways.
- 6.4. In general, the County will assign cleaning and inspection Work by sewershed; however, the County may assign Work for individual pipe and/or manholes/structures.

At no time shall the Contractor restrict customers from using their sanitary sewers in a normal and reasonable manner. The anticipated Work include, but is not limited to:

- i. Clean and inspect pipe
- ii. Inspect and/or GPS survey manholes/structures.
- iii. Smoke testing
- iv. Dyed water testing and dyed water flooding
- v. Any combination of the above

6.5. Contractor must maintain and have a working knowledge of ESRI GIS.

6.6. All Work shall be performed in accordance to the requirements of the Technical Specifications.

7. QUANTITIES.

The County reserves the right to alter the quantities of Work to be performed and to increase or decrease the amount of Work at any time. The Contractor shall perform the Work as altered, increased or decreased by the County. Payment for such increases or decreased quantity will be made in accordance with the instruction to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

8. ADJUSTMENTS TO FLOW.

Any Contractor representative who makes a decision regarding the control of flow or makes the adjustments that control flow shall be a licensed wastewater operator as defined and certified by the Maryland Board of Waterworks and Waste Systems.

9. WORK COORDINATION.

9.1. The Contractor shall coordinate their Work with third parties (such as public utilities and telephone company et al.) in areas where such parties may have rights to underground property or facilities, and request maps or other descriptive information as to the nature and location of such underground facilities or property.

9.2. The Contractor shall also coordinate their Work with owners of private and public property, such as SHA and MTA, where access is required for the performance of the Work. The Contractor is responsible for obtaining right of access permits, as needed to complete the Work. Obtaining right of access permits and completing safety training for the Contractor's workers are considered incidental to the Work.

9.3. Supplement Section GP-5.05 of the January 2000 Standard Specifications with the following:

The Contractor shall conform to the "Maryland High Voltage Line Act" and shall contact the affected utility owner prior to start of construction.

Work performed by a utility owner shall be paid for by the County. Payment shall be made directly to the utility owner. The Contractor shall coordinate with the utility owner any construction activity.

Work near an MTA Railroad Track:

1. The Contractor shall obtain Right of Entry Permit for any Work within MTA's Right of way.
2. The Contractor shall obtain Railroad Protective Liability (RRP) insurance for any Work within 50 feet of an MTA Railroad Track.
3. The Contractor shall contact MTA and obtain permits for any Work performed on MTA property or affects MTA operations.
4. All other terms and conditions of Section GP-5.05 shall remain unchanged and in full force and effect.

10. CONDITIONS AT THE SITE.

Nothing in these contract documents or Work Order Maps shall be construed as a guarantee that existing utilities are in the location indicated on the maps or that they actually exist, or that other utilities are not within the area or the operations.

11. PROGRESS MEETINGS.

The Contractor will attend with the County monthly progress meetings throughout the duration of the Contract. Representatives of the Contractor, subContractors and suppliers who attend the progress meetings shall be qualified and authorized to act on behalf of the entity each represents. Progress meetings shall be held at the County's office.

12. SCHEDULING OF WORK/WORK ORDER PROCEDURES.

12.1. The County will assign Work under this Contract via Work Orders that will be issued to the Contractor. Work Orders will be assigned as follows:

1. The County will provide to the Contractor the draft Work Order Maps and a scope of work. The Work Order Maps will show the location of each asset. The scope of work will include a description of the work, estimated quantity and cost, based on the Contractor's unit prices, for each asset included in the Work Order. It is understood that the estimated cost may not include any or all contingencies required to complete the Work.
2. Within ten (10) business days from issue of a Work Order, the Contractor shall submit to the County, for review and approval, the following:
 - a. A Baseline Schedule as defined in Section 4 of these specifications.
 - b. A list of assets that require traffic control to complete the Work. The Contractor shall submit to the County the number of traffic control setups that are anticipated to complete the Work.
 - c. A list of assets that require contingent Work or Work that is not listed in the price sheets. The Contractor shall submit to the County the total estimated quantity for each contingent Work type that is anticipated to complete the Work.
 - d. Revised cost estimate. It is understood that the estimated cost may not include all contingency Work. Additional contingent Work may be approved by the County Inspector.
3. Within five (5) working days from receipt of Contractor's submittal, the County will:
 - a. Review the revised Work Order. The County will issue to the Contractor a notice to proceed once the Work Order has been approved by the County; or

- b. Provide to the Contractor comments/questions for the Contractor to address.
- 4. The Contractor shall begin Work for the approved Work Order within (10) working days after receipt of notice to proceed.
- 12.2. The schedule that is included with the approved Work Order will become the Baseline Schedule for coordinating, scheduling and monitoring the Work and evaluating time extension requests. The Contractor shall be liable for liquidated damages in accordance with Section 13 of these specifications for any unapproved delay in completing any Work Order.

13. LIQUIDATED DAMAGES DUE TO WORK DELAY.

- 13.1. Within seven (7) calendar days of determining that an event and/or field condition will delay completion of a Work Order, the Contractor shall submit to the County a description of the event/field condition, an explanation of the reasons for the delay, the anticipated duration of the delay, all actions taken or to be taken to prevent or mitigate the delay or the effect of the delay and the timetable by which those measures will be implemented. Furthermore, the Contractor is required to state what steps are being taken to ensure completion and shall supply any and all documentation available to show what steps have already been taken. Contractor shall also comply with all other County statutes, regulations and requirements in connection with any such manner.
- 13.2. The County shall have sole responsibility to accept the Contractor's delay justification and revised Recovery Schedule. If, in the County's opinion, the Contractor's delay justification and/or Recovery Schedule end date are unacceptable, the Contractor shall complete all Work by the Baseline Schedule end date
- 13.3. If a delay of performance is, in the sole discretion of the County, acceptable, the Recovery Schedule, as provided by the Contractor, shall become the Baseline Schedule. Extensions of a completion date based on a particular event shall not automatically extend any other Work Order completion date. In the event of a dispute regarding application of this Special Provision to a delay in performance, the Contractor shall comply with all County statutes, regulations, and requirements and shall have the burden of proving by preponderance of the evidence that the delay is necessary to complete the Work.
- 13.4. The Contractor is also notified that copies of any reports, plans, permits, and documents related to this Contract shall be maintained for a period of 5 years from the date of Award.
- 13.5. In the event the Contractor fails to achieve QA-accepted final inspection (as defined in the Specifications) as required by the Baseline Schedule, the Contractor shall pay to the County a liquidated damage in the amount of Eight Thousand Dollars (\$8,000.00) for each day that the Work is not completed after the Schedule of Record end date. The Contractor agrees that:
 - i. These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and are not a penalty.
 - ii. It is very difficult, if not impossible, to accurately measure the damages to the County due to the public loss of use of the Project during the delay period.

- iii. Notwithstanding GP8.09 of the Baltimore County Standard Specifications for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.

- 13.6. The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Work, and the County's actual costs and costs to continue administration of the Work and the Contract, from any monies due or any monies that may become due to the Contractor.

14. CMMS DATA ENTRY.

- 14.1. The County will provide to the Contractor remote access to the County's CMMS and will provide two training sessions for CMMS data entry and query.
- 14.2. At the end of each work week, the Contractor shall create CMMS Work Orders listing each asset that is planned to be inspected and/or cleaned during the following week and the type of work for each asset. The Contractor may be required to create in the CMMS multiple Work Orders to identify all planned work.
- 14.3. At the end of each work day, the Contractor shall edit and/or close the CMMS Work Orders that they have created. At a minimum, the edited/closed CMMS Works Orders shall identify for each asset:
 - i. The facility ID of the assets where Work has been completed.
 - ii. The type of Work that has been completed.
 - iii. The date that the Work was completed.
- 14.4. Each day, prior to mobilizing any crew to a Work Order Area, the Contractor shall review the County's CMMS to confirm that the County has not completed the assigned Work. The Contractor shall remove from their Work Order scope of work any Work that the County has completed and shall assign to their crew other Work in the Work Order. The Contractor shall not be paid for any Work that the County has previously completed.
- 14.5. Creating and editing CMMS Work Orders shall become effective the working day after the Contractor has access to the County's CMMS and has received both training sessions.
- 14.6. After receiving access to the County's CMMS and receiving all training sessions, the Contractor will be responsible to contact and coordinate with the County's Office of Information Technology to address any technical issues regarding access/data entry to the CMMS.

- 14.7. Payment for CMMS Data Entry shall be per working day up to a maximum of two (2) hours per day. The Contractor shall include with each invoice the timesheets for the data entry work. Payment shall be made only for days when the Contractor has at least one (1) CCTV or cleaning crew mobilized and working on a Work Order for the entire work day. The County reserves the right to audit the Contractor's CMMS Work Orders to confirm that the Work Orders were created and are correct. The Contractor will not be paid for any day when the County's audit identifies CMMS Work Orders that are not correct and/or were Work Orders are not closed/open within the timeframe described herein.
- 14.8. Within 7 calendar days of auditing the CMMS Work Orders, the County shall notify the Contractor of any incorrect CMMS Work Orders. Within 3 calendar days of receipt of County audit comments, the Contractor shall correct and the CMMS Work Order(s). The County may complete CMMS Work Order correction that the Contractor has not completed within the aforementioned 3 calendar day time period. If the County completes the CMMS Work Order correction, a liquidated damage in the amount of One Thousand Dollars (\$1,000) per edited CMMS Work Order will be assessed to the Contractor. The Contractor agrees that these Liquidated Damages are a reasonable estimate of the County's damages.
- 14.9. The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the County's actual costs and costs to continue administration of the Work and the Contract, from any monies due or any monies that may become due to the Contractor.

15. INSPECTION OF WORK.

15.1. General

The County shall have the right to inspect the Work while in progress and again upon completion. Any Work not performed to the complete satisfaction of the County shall be rejected and the Contractor shall correct the Work at no additional expense to the County.

15.2. Contractor's Duties

The Contractor is responsible for all materials, equipment, methods, and procedures in execution of the Work.

15.3. Corrections

The Contractor shall correct, to the satisfaction of the County, any Work or material found to be defective or of deficient quality. Such corrections shall be made by the Contractor at no additional expense to the County.

15.4. Right of Entry

Representatives of Baltimore County, the Department of Environment, Protection and Sustainability (DEPS), the Maryland Department of the Environment (MDE) and others as may be identified by the County shall have access to the Work wherever it is in preparation of progress. The Contractor shall provide proper facilities for each access and inspection.

16. SUPPLEMENTAL REQUIREMENTS.

16.1. Storage

The Contractor shall secure adequate storage to accommodate the required equipment, vehicles, and materials for the period of performance of the Contract.

16.2. Utilities

The Contractor shall pay all power company installation and use charges for the electrical energy that is utilized for the inspection and cleaning related power and light. The Contractor shall make his own arrangements at his own expenses for obtaining the water supply necessary for cleaning purposes.

16.3. Maintenance of Work Site

In the event the Contractor fails to remedy any unsatisfactory situation, within twenty-four hours after receipt of written notice from the County describing the unsatisfactory conditions, the County may immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from the monies otherwise due the Contractor under the Contract.

16.4. Clean-Up, Demolition and Debris Removal and Disposal

At the end of each day's operation, the Contractor shall be responsible to remove all debris, clear the work site, and clean affected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the Engineer, shall remove such debris and materials from County property. Upon completion of the Work, all excess material and rubbish shall be removed from the job site and disposed of properly. The Contractor shall leave all disturbed areas as they were prior to beginning the Work.

The Contractor shall transport and dispose of all materials removed from the Work area. Disposal shall be at no cost to the County, and in a manner consistent with all applicable codes and regulations.

16.5. Access Roads

Streets, roads and drive ways used by the Contractor for access to and from the Work Order Area shall be protected from damage caused by the normal traffic of vehicles used for the Work. Any such damage caused by the Contractor shall be immediately repaired by the Contractor at no additional cost to the County.

16.6. Tree and Plant Protection

The Contractor shall preserve and protect existing trees and plants in and adjacent to the Work Order Area as designated by the County.

Reasonable care shall be taken during inspection and cleaning work to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back where appropriate to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

17. **MAINTENANCE OF TRAFFIC.**

- 17.1. The Contractor is responsible to submit for and obtain Maryland SHA traffic control permit(s) for all Work on state highways. All Work, materials, time and incidentals necessary to submit for and obtain Maryland SHA traffic control permit(s) is considered incidental to the Work.
- 17.2. Supplement Section 104 of the Standard Specifications with the following:

Appropriate work zone traffic control and sufficient flagmen shall be provided throughout the Contract. A minimum single lane of traffic, utilizing flaggers, is required to be maintained at all times on all roadways. For major traffic routes, the traffic flow must be maintained in each direction at all times. Alternate flow may be allowed with use of flagmen and appropriate work zone traffic devices.

All existing driveway access must be maintained at all times. Local traffic must have access to adjoining properties at all times. Where commercial properties have more than one entrance to the establishment, the Contractor may close one entrance at a time, providing that the first closed entrance is fully completed and opened to traffic prior to commencement of Work in the second entrance, and prior notice has been given to the owner at least one week in advance. At locations where only one entrance exists, the Contractor will confine his Work to not more than one-half (1/2) of the entrance to completion before Work continues through the remainder of the entrance.

The Contractor must provide and maintain traffic controls in accordance with Baltimore County's standard maintenance of traffic control requirements. All Work, materials, time and incidentals necessary to submit for and obtain County traffic control permit(s) is considered incidental to the Work.

Except for Work on State Highways and County road closures, the cost for maintenance of traffic is considered incidental to the Work. For State Highways or County road closures, payment for maintenance of traffic shall be made at the unit bid price for each particular traffic control Work.

The Contractor is responsible for road closure signs and proper marking of detour routes during the work period. These roads are to be marked to the satisfaction of the County prior to the commencement of Work.

The Contractor shall notify the Bureau of Engineering, Traffic Engineering Section at least two (2) weeks prior to the closing of any street.

The Contractor must coordinate their work sequence so that there will be a minimum inconvenience to the travelling public. The County reserves the right to restrict the Contractor's operation at any time on any road where, in the opinion of the County, undesirable traffic conditions exists.

Plastic drums used for County road closures or maintenance of traffic on SHA roads shall be used in accordance with Section 104.12 of the Standard Specifications. Payment for plastic drums used for County road closures or maintenance of traffic on SHA roads shall be per each maintenance of traffic setup.

Traffic control cones used for County road closures or maintenance of traffic on SHA roads shall be used in accordance with Section 104.14 of the Standard Specifications. Payment for traffic cones shall be per each maintenance of traffic setup.

For the purposes of maintaining traffic during County road closures or work located on SHA roads, a maintenance of traffic setup is defined as placement and removal of all traffic control devices necessary to complete the Work. A traffic setup shall include all traffic control needed for Work on a contiguous length of road and for a duration of a single work day. The County reserves the right to review and approve each setup to ensure maximum work production.

Maintenance of traffic on interstates is not anticipated.

The Contractor is responsible for the fabrication, installation and maintenance of all traffic control devices. Said devices shall be in accordance with the Manual on Uniform Traffic Control Devices. Also, the Contractor may be required to furnish additional signs should conditions warrant. Regarding the control of traffic through Work Areas, Part 6" Temporary Traffic Control" of The Manual on Uniform Traffic Control Devices (Latest Edition) shall be utilized.

For Work performed within Maryland State Highway Administration (MSHA) rights-of-way, the Contractor shall adhere to the provision of a permit secured from MSHA. It shall be the responsibility of the Contractor to ensure that all lights, signs, barricades, etc., are maintained in accordance with Part VI of the U.S. Department of Transportation/Federal Highway Administration Manual on Uniform Traffic Control Devices and the State Highway Administration standards, and its latest official rulings on requests.

On heavily traveled County roads, Baltimore County shall be notified at least forty-eight (48) hours prior to beginning any Work in order to schedule a field inspection of the traffic control devices. All construction and materials for the traffic control devices shall be in accordance with the standards contained in the Manual on Uniform Traffic Control Devices. Vehicular traffic shall be maintained at all times with no Work performed by men or equipment in the roadway during peak hours of 7:30 a.m. to 9:00 a.m. and from 3:30 p.m. to 6:30 p.m. unless approved by the County. Travel lanes shall be a minimum of ten (10) feet in width. When only one lane is open, flagmen and the appropriate signing shall be provided. The roadway shall be reopened to two lanes at night. Type II barricades shall be used to mark channelizing devices at night along the construction area. All signs that do not apply will be covered. All cones and flagmen shall be moved accordingly as Work progresses. All construction signing shall not obstruct existing Traffic Control Devices. If the road is to be closed, a detailed detour plan shall be submitted. If temporary parking restrictions will be required, the Contractor will be responsible for installing signs and for notifying at least one day in advance all affected residents. The Contractor must contact the County's Engineer/ Representative before any parking restrictions are enacted.

Vehicles shall not be parked in a manner that will impede traffic or impair sight distance. Equipment and materials will not be allowed to remain in the median of a divided highway when not in use. Private automobiles and nonessential vehicles shall not be parked in the right-of-way. Mud and debris tracked or spilled on the roadway shall be promptly removed. Precautions shall be taken, particularly in freezing temperatures, to keep water off the traveled roadway. Equipment and material or their placement that may mar the roadway or surfaced shoulder shall not be placed thereon without surface protection. Any equipment or materials which can damage the roadway surface, sidewalks, or driveways must immediately be removed and any equipment with oil and hydraulic leaks must be shut down until repaired and any spillage immediately cleaned up.

All other terms and conditions of Section 104 shall remain unchanged and in full force and effect.

18. DATA MANAGEMENT.

The acceptable file formats are as follows:

- For video imaging: *.mpeg4 or *.h254 with a mp4 container, resolution of at least 640x480, minimum of 25000 kb/s constant bitrate or a level 24 CRF
- For still images: *.jpg
- For SL-RAT data: *.csv
- For reports and spreadsheets: *.docx and *.xlsx
- Other file and data formats would require prior approval by the County.

Submittals shall be grouped by Work Order.

The County shall reject manhole/structure, CCTV or CCTV/sonar data deliveries that are not MACP- or PACP/LACP-compliant. The Contractor shall correct and resubmit to the County for review and approval all rejected work at no cost to the County. The Contractor shall complete a quality assurance review of all data before submitting the data to the County.

The Contractor shall submit data to the County every week.

The Contractor agrees that Baltimore County shall have the property rights to all the submitted data, information and images.

19. PAYMENTS.

Supplement Section GP-8.06 of the January 2000 Standard Specifications with the following:

PAYMENTS

Supplement Section GP-9 of the January 2000 Standard Specifications with the following:

Time and Material Work: Included in this Contract are bid items for labor hours, equipment and materials that may be needed to complete assigned Work Orders not covered by the unit rate costs.

Measurement of an item of Work will be by the unit indicated in the Bid Schedule, which is part of this Contract. Payment will include all necessary and incidental related Work not specified to be included in any other bid item.

Whenever possible, the Contractor is to provide Work under the various bid items. If this is not possible, the County will review and approve Work to be completed on a time and materials basis.

Labor rates are assumed to include small tools, powered and non-powered. The County shall not pay the hourly rate for any break and/or lunch time or downtime due to equipment failures.

Payment items shall be as follows for time and materials Work. Each labor category shall be paid for by the hour, with regular time and overtime applicable. Overhead and profit shall be included in the hourly rate.

1. Crew Chief- Day-to-day supervisor for all Contractor's workers.

2. Skilled Laborer -equipment operators such as CCTV or sonar truck operators and cleaning truck operators.
3. Unskilled Laborer - Helpers to Skilled Laborers and all other labor requiring no special skills or experience or the exercise of discretion or independent judgment.
4. Pay Differential for special hours – Pay Differential is a means to compensate the Contractor for any additional costs that may be associated with working during non-standard work hours (Monday- Friday 7:00 AM to 5:00 PM). The multiplier factor shall be between 1.00 and 1.50 and will only be applied to work hours that occur between 5:00 PM and 7:00 AM, County holidays, and weekends.
5. Equipment - Equipment to be used for approved Time and Material Work during this agreement will be reimbursed using the equipment listed in the "Rental Rate Blue Book for Construction Equipment, Vol. 2" as published by the Machinery Information Division of K-111 Directory Corp., latest edition. Equipment shall be paid for by the hour using the Blue Book (as referenced) formula: weekly hourly rental rate (weekly rate divided by 40) plus regional map adjustments plus estimated operating costs per hour. Overhead and profit, fuel, repairs, oil, vital fluids, maintenance, incidentals and all items of cost required for full operation of the equipment are pre-calculated in the Blue Book rating system. Only one hourly rate applies.

The County shall not pay time and material for the cost of:

1. Estimating price quotes for Work Orders
2. Field reconnaissance
3. Coordination with County personnel
4. Locating and/or accessing manholes/structures
5. Review and/or approving inspector daily reports
6. QA review of inspection data
7. Maintaining and/or repairing equipment
8. Travel time to and/or from Work Order Area
9. Loading debris containers
10. Travel time to haul and dispose of debris

The Contractors cannot sub-contract all or any portion of the time and materials work assigned under this agreement. All Work must be performed by the Contractors' work forces. The only exception to this requirement is for Work not within the trade contracted by this agreement or to achieve M/WBE participation. For services outside of the contracted trade, sub-contracting is allowed and the Contractors must bind the subContractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractors to the County. If the County in its sole judgment comes to the decision that the price for any subContractor's services is unreasonably high, the subContractor will be rejected. The Contractor must provide two other quotes for the subcontracted services in question. If the lowest price for all three quotes is still too high, the County in its sole judgment, may elect to re-scope the job, choosing other means and methods to accomplish the same task:

Baltimore County shall pay only for actual time spent to complete the Work.

The Contractor shall come prepared to the job site with the correct materials and parts needed for the Work. The County shall not pay any time and materials cost if the Contractor finds that they need materials or parts not anticipated in the original scope of work and time is needed to go to the closest supply house to pick up that part or material.

If the Contractor foresees that they will exceed the Time and Material original estimate, the Contractor must notify the County and receive County approval to proceed with the additional Work. The County will not pay for additional Work if the Contractor performs the Work without the County's approval.

20. NON-PAYMENTS.

No additional or separate payment shall be made to mobilize for any item list in the Bid Sheet. Mobilization shall be included in the unit price for each item unless specified otherwise.

Required items of Work and incidentals necessary for the satisfactory completion of the Work which are not specifically listed in the Bid, and which are not specified in this section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the Work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the unit prices bid for the various Bid items.

21. FIELD CREW AVAILABILITY.

By bidding this Work, the bidder is agreeing to provide an adequate number of crews in order to perform the Work with due diligence, as specified in their approved Work Order schedule.

22. EROSION AND SEDIMENT CONTROL.

Furnishing, installing and/or removing erosion and sediment control is not anticipated to complete any Work.

23. CLEARING.

23.1. General

Clearing operations shall begin no more than five working days before beginning Work for any area.

Materials to be cleared and removed from the Work Area include, but are not limited to, vegetation, trees, tree branches, roots, shrubbery, gardens and miscellaneous debris to the minimum practicable extent to complete the Work. The Contractor shall limit clearing to a single lane work route and accurately determine limitations of existing easement or right-of-way and keep Work activity within such limits.

Payment for Clearing shall be made at the labor unit rates that are included in the prices sheets.

23.2. Disposal of Waste Materials

Unless property owner requests complete removal, the Contractor shall cut tree trunks and limbs, over two inches in diameter, into 48 inch lengths and neatly stack within area having the same property ownership as that on which the tree originally grew.

On undeveloped property, distribute brush, trees and limbs less than two inches in diameter, within the Work Area from which it was cut. On developed property, remove all such clearing waste and properly dispose of it off-site.

Tree cutting is prohibited on private property unless the Contractor obtains approval from the property owner.

24. LOCATING MANHOLES/STRUCTURES.

- 24.1. The Contractor shall attempt to locate all manholes/structures needed for pipe/manhole/structure access prior to determining that the manhole is buried. At a minimum, the Contractor shall complete an attempt to locate all manholes/structures using a metal detector and metal probe. The Contractor will complete a thorough search of the manhole/structure. At a minimum, the Contractor's foreman/crew chief shall complete a search of the manhole prior to determining the manhole cannot be located. cursory field searches performed from a vehicle are not acceptable. The Contractor shall also review manhole inspection reports, CCTV inspection videos, County GIS and/or record drawings as needed to locate manhole/structures.
- 24.2. The Contractor shall make a minimum of two separate inspection attempts at different times of the day before designating a manhole/structure as Could Not Access due to private property or parked car. For manholes/structures located on private property or under a parked car, the Contractor shall attempt to contact the property owner at least twice before abandoning the inspection.
- 24.3. A liquidated damage in the amount of Three Thousand Three Hundred Dollars (\$3,300) per manhole will be assessed to the Contractor if, within thirty (30) minutes of arriving on site, County personnel locate a manhole that could not be located by the Contractor. The Contractor may accompany County personnel during the field search. The County shall not pay the Contractor for any time that the Contractor's representatives accompany County personnel. The Contractor agrees that:
- i. These Liquidated Damages are a reasonable estimate of the County's damages solely due to the public's loss of use of the Project during the delay period and are not a penalty.
 - ii. It is very difficult, if not impossible, to accurately measure the damages to the County due to the public loss of use of the Project during the delay period.
 - iii. Notwithstanding GP8.09 of the Baltimore County Standard Specifications for Construction, in addition to the damages due to the public's loss of use of the Project during the delay period, the County is likely to incur additional direct costs during the delay period, including but not limited to, costs for construction management, consultants, architectural services, office trailer and supplies, utilities, County employees' time, County vehicles, and such other costs that the County will incur to continue administration of the construction and the Contract during the delay period, all which will be monitored by the County, and if so required by the County, the Contractor shall pay such actual damages incurred during the delay period. THE PARTIES HERETO UNDERSTAND AND AGREE THAT CONTRACTOR'S OBLIGATION TO PAY THE COUNTY FOR ACTUAL DAMAGES DURING THE DELAY PERIOD SHALL BE IN ADDITION TO THE CONTRACTOR'S OBLIGATION TO PAY THE LIQUIDATED DAMAGES DUE TO THE PUBLIC'S LOSS OF USE OF THE PROJECT.
- 24.4. The County shall have the right, but not the obligation, to deduct the Liquidated Damages due to the public's loss of use of the Work, and the County's actual costs and costs to continue administration of the Work and the Contract, from any monies due or any monies that may become due to the Contractor.

25. DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

- 25.1. Any damages that are caused by the Contractor's operations shall be immediately repaired by the Contractor at no cost the County. Damages that are not repaired by the Contractor may be repaired by the County and the costs will be deducted from money due to the Contractor.

- 25.2. Under no circumstances shall sewage, silt or solids be dumped onto the ground, ditches, catch basins or storm drains.

26. DOCUMENTATION OF WORK.

Before the end of each working day, the County Inspector shall record on the County's daily inspection report, the type and amount of Work that was performed during the day. The Contractor's representative must sign the form to certify that the correct work type and amount was completed. With the exception of pipeline footage that is cleaned and/or inspected, the inspector daily report shall be used as the basis for all invoice quantities. Payment for pipeline footage that is cleaned and/or inspected shall be based on the County QA-approved footage.

27. SANITARY SEWER OVERFLOWS AND BASEMENT BACKUPS.

- 27.1. Any sanitary sewer overflow (SSO) or basement backup caused by the Contractor's Work shall be verbally reported to the County within 45 minutes of SSO and/or basement backup occurrence or notification to the Contractor that a SSO or basement backup has occurred. The Contractor shall e-mail to the County a sewage overflow report within 24 hours after the SSO or basement backup began. Failure to report to the County or submit a sewage overflow report within the specified time frame shall be considered a Breach of Contract. The Contractor shall pay \$2,000 to the County for each SSO and/or basement backup that is not properly reported to the County within the specified time frame. The Contractor shall be responsible for all costs, penalties associated with SSOs and basement backups. A summary of the penalties is shown below. These penalties do not include all costs that may be incurred by the Contractor.

Summary of SSO/Basement Backup Penalty	
SSO/Basement Backup Volume	Amount
Less than 100 gallons	\$125
100 to 2,499 gallons	\$750
2,500 to 9,999 gallons	\$1,250
10,000 to 99,999 gallons	\$4,500
100,000 to 999,999 gallons	\$10,000
1 million or more gallons	\$15,000

- 27.2. The Contractor is responsible to investigate the impacts of an SSO and to provide immediate clean-up activities including cleaning of private property resulting from a SSO or basement backup. The County will provide mitigation and clean-up activities, if, in the County's sole opinion, the Contractor's efforts are inadequate. The County shall charge the Contractor for those activities at rates up to and including Blue Book rates. Costs associated with fines, penalties or County Work activities shall be deducted from any remaining/future payment due the Contractor.

All forms shall be e-mailed to the County. After Contract award, the County shall provide to the Contractor the e-mail distribution list.

The e-mail subject line should be as follows: P18: SSO Discharge at <street name>. The Contractor shall also notify the Baltimore County Bureau of Utilities Dispatch at (410-887-5210).

28. POTENTIAL SANITARY SEWER OVERFLOWS AND BASEMENT BACKUPS.

- 28.1. While performing the Work, the Contractor may discover field conditions/pipe defects which, in the County and/or Contractor's opinion, may result in an imminent sanitary sewer overflow or basement backup or endanger public safety. By the close of business of the day that the field conditions/pipe defects are identified, the Contractor shall e-mail to the County a photograph, short description and location of the condition/defect and create a CMMS Work Order to have the condition/defect repaired by the County.
- 28.2. In general, the County considers the following pipe defects may result in an imminent sanitary sewer overflow or basement backup and should be reported to the County:
- i. Partially/fully collapsed pipe
 - ii. Partial/fully collapsed manholes/inlets
 - iii. Sink holes
 - iv. Missing manhole/inlet covers
 - v. Loose manhole/inlet frames
 - vi. Exposed sewers/laterals at or along streams

END SECTION

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE CONTRACT**

TECHNICAL SPECIFICATIONS

- 33 01 30.13 MANHOLE/STRUCTURE INSPECTION
- 33 01 30.16 PIPELINE INSPECTION
- 33 01 30.51 PIPE AND MANHOLE/STRUCTURE CLEANING AND POST-CLEANING
CONFIRMATION INSPECTION
- 33 01 30.73 SMOKE AND DYED WATER TESTING
- 33 01 30.80 FLOW CONTROL

33 01 30.13.01

DESCRIPTION

The Work covered by this section consists of providing all labor, equipment, materials and supplies, and performing all operations necessary to complete manhole and structure inspections in accordance with NASSCO MACP Level 2 guidelines. Work also includes GPS survey of select manholes and/or structures.

It is anticipated that all inspection Work will be completed without any manned entry; however, any necessary manned entry shall conform to all applicable laws and regulations for confined space entry.

Within 30 calendar days of receiving the inspection data, the County shall notify the Contractor if the submitted work has been accepted or rejected. Within 30 calendar days of receipt of an inspection rejection by the County, the Contractor shall correct and resubmit to the County the revised inspection data and/or photographs. The County may complete any manhole inspection that the Contractor has not resubmitted within the aforementioned 30 calendar day time period. If the County completes the manhole inspection, the Contractor will not be paid for any Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the Work. Reimbursement payment shall be deducted from the next Contractor invoice.

Payment shall be made after the inspection has been completed, inspection photograph/data have been submitted to the County and the County's quality assurance review has been approved.

33 01 30.13.01.01

Reference

All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

33 01 30.13.01.02

Submittals

1. **Inspection database:** For each inspected manhole/structure, the Contractor shall submit to the County an inspection database. The database shall conform to the most current MACP Level 2 guidelines. The submittal shall include all required MACP data fields and optional data fields listed below:

Surface Accessibility Rating
Evidence of Inflow (cover)
Chimney Sound (yes/no)
Chimney Deteriorated (yes/no)
Chimney Needs Rehabilitation
Chimney Needs Immediate Attention
Wall Sound (yes/no)
Wall Deteriorated (yes/no)
Wall Needs Rehabilitation
Wall Needs Immediate Attention
Wall Hole Size
Channel Sound (yes/no)
Channel Unfinished (yes/no)
Channel Deteriorated (yes/no)
Channel Needs Immediate Attention
Bench Sound (yes/no)
Bench Deteriorated (yes/no)
Bench Needs Immediate Attention
Connection Type: Possible Illicit Connection
Connection Type: Crossover
Drop Connection Depth

The Contractor shall submit the inspection database via external hard drive. The Contractor is responsible for providing the external hard drive.

2. **Inspection photograph:** Electronic images shall be 320 pixels x 240 pixels, 36 pixels/inch, jpg format. At a minimum, each manhole inspection shall include the following images:
 - a. Placard showing manhole ID
 - b. Landscape photograph showing the manhole cover and an identifiable landmark (i.e. house number or street sign) and a sign that shows the manhole ID and date of inspection.
 - c. Photograph looking down into the manhole and showing the entire wall circumference. Multiple pictures that show sections of the circumference are acceptable.
 - d. Photograph of the entire circumference of the exterior manhole chimney (when manhole cover is raised above existing grade).
 - e. Photograph of the manhole frame and cover.
 - f. Photograph of all observed structural and/or O&M defect.
 - g. Photograph of all recorded defects and/or observations.
 - h. Photograph of the entire circumference of all pipe seals

The Contractor shall submit the inspection photographs via external hard drive. The Contractor is responsible for providing the external hard drives. Inspection photographs shall be submitted with the corresponding inspection database.

3. **GPS survey data:** For each manhole/structure that is surveyed, the Contractor shall submit to the County the survey data via external hard drive. The Contractor is responsible for providing the external hard drive.
4. The Contractor shall include with each submittal a geodatabase or spreadsheet that lists the ID of all manholes/structures that are included in the Work Order and, for each asset the:
 - a. Submittal ID
 - b. Could not locate/access status
 - c. Work status (i.e. complete, pending, removed from scope, etc.)
5. The Contractor shall complete a quality assurance review of all data prior to submitting to the County the data for review. The Contractor shall include with each submittal a signed certification letter stating that the data has been reviewed for completeness and correctness.
6. The Contractor shall maintain copies of all submitted electronic files and reports for reference by the County for the duration of the project.

33 01 30.13.02 DEFINITIONS

1. **GPS survey:** Real-time kinematic (RTK) survey to record horizontal and vertical coordinates. Survey datum shall be Maryland State Plane Coordinate System and NAVD88.
2. **MACP, Level 2:** Manhole Assessment and Certification Program. A standardized inspection guideline created by the National Association of Sewer Companies (NASSCO).
3. **Manhole/Structure:** A sewer or stormwater manhole or other structure associated with the wastewater or stormwater collection system such as a valve vault, diversion structure or storm drain inlet. Inspections shall be completed in accordance with the most recent NASSCO MACP guidelines.

33 01 30.13.03 MATERIALS/EQUIPMENT

Manhole inspection equipment shall be specifically made for use in wastewater applications and produce a clear, high-quality picture. Generic cameras/videos on telescoping poles are not acceptable.

33 01 30.13.04 CONSTRUCTION REQUIREMENTS

33 01 30.13.04.01 General

The Contractor is responsible for notifying the property owner when access onto private property is required.

33 01 30.13.04.03 Pre-Inspection Cleaning

Pre-inspection cleaning is not necessary. The Contractor shall notify the County if the manhole/structure and or incoming or outgoing pipes require cleaning to complete the inspection. The County will authorize the

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Contractor to clean the manhole/structure and/or pipe(s) or the County shall clean the manhole/structure and/or pipe(s) and notify the Contractor when the cleaning work has been completed. Payment for the Contractor to clean the manhole/structure and/or pipe shall be in accordance with Section 33 01 30.51, Pipe and Manhole/Structure Cleaning.

33 01 30.13.04.03 Buried/Inaccessible Manholes/Structures

The County will utilize its own resources to locate and make accessible manholes that could not be located by the Contractor. Once a manhole is made accessible, the County may elect to complete the manhole inspection. The Contractor will not be paid for any Work that has been completed or is planned to be completed if the County completes the manhole inspection.

33 01 30.13.04.04 Manhole/Structure Re-Inspection

The Contractor shall revise and resubmit to the County all inspection work that has not passed the County's QA review at no additional cost to the County. The County shall not pay for any mobilization or re-mobilization fee associated with revising inspection work including recording new photographs.

The Contractor shall complete all manhole/structure inspection work within 30 calendar days after the County makes a manhole/structure accessible and/or after a manhole/structure and/or pipe(s) have been cleaned. The County shall not pay for any mobilization or re-mobilization fee associated with the re-inspection work.

33 01 30.13.04.05 GPS Survey.

For each assigned manhole/structure, the Contractor shall submit to the County the following electronic data:

1. Manhole ID
2. Date of survey
3. Horizontal coordinates of the center of the manhole/structure cover
4. Elevation of manhole/structure cover

33 01 30.13.04.06 Quality Assurance Review

All submitted inspection data will be subject to the County's Quality Assurance review. Inspections may be rejected for any of the following reasons:

1. Photograph quality
2. Missing photographs
3. Missing inspection data

Following are examples of acceptable and rejected inspection photographs/data.

Photograph of Manhole ID, SSA and Date of Inspection



Photograph A

Photograph B

Photograph	Rejected	Accepted	Reason
A		X	Photograph shows MH ID, SSA and date of inspection
B	X		Photograph does not show SSA or date of inspection

Landscape Photograph



Photograph C

Photograph D

Photograph	Rejected	Accepted	Reason
C		X	Photograph shows the MH cover and background area for location verification
D	X		Photograph does not have enough of the background for location verification

Manhole Frame/Adjustment



Photograph E



Photograph F

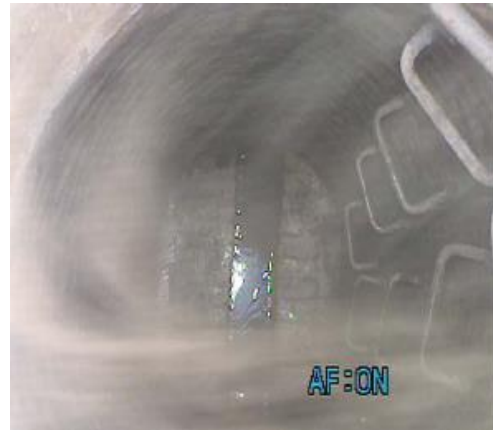
Photograph	Rejected	Accepted	Reason
E and F		X	Two photographs capture 180 degree of MH frame

Pipe Connections

All pipe connections must be shown in one photograph. The discharge pipe must face the 6 o'clock position.



Photograph G



Photograph H

Photograph	Rejected	Accepted	Reason
G		X	Photograph is clear and shows all pipe connections (discharge pipe is at the 6 o'clock position)
H	X		Photograph is not clear. If clear photographs are not possible, state reason in the manhole inspection comment field. As an example, comment field for this manhole inspection should state that crew waited 5 mins for steam to dissipate.

Manhole Chimney/Frame Adjustment



Photograph I



Photograph J

Photograph	Rejected	Accepted	Reason
I		X	Photograph clearly shows the connection between the manhole frame and wall (no adjustment exists)
J	X		It is a poor chimney or frame adjustment photo which does not allow to make an accurate assessment. The photograph should be zoomed out and head on.

Manhole Wall



Photograph K



Photograph L

Photograph	Rejected	Accepted	Reason
K and L		X	Photograph clearly shows 180 degrees of MH wall

Pipe Seal



Photograph M



Photograph N

Photograph	Rejected	Accepted	Reason
M		X	Clearly shows entire circumference of pipe seal
N	X		Photograph shows only a portion of the pipe seal. If field conditions do not allow for a photograph of the entire pipe seal circumference, state reason in the comment field of the inspection database

Drop Connection



Photograph O



Photograph P

Photograph	Rejected	Accepted	Reason
O		X	Clearly shows entire circumference of pipe seal
P	X		Photograph shows only a portion of the pipe seal. If field conditions do not allow for a photograph of the entire pipe seal circumference, state reason in the comment field of the inspection database

Manhole Cover



Photograph Q

Photograph	Rejected	Accepted	Reason
Q		X	Clearly shows the entire cover

Defect Observations



Photograph R

Photograph	Rejected	Accepted	Reason
R		X	Infiltration defect is clearly shown

33 01 30.13.05 MEASUREMENT AND PAYMENT

Measurement for Manhole/Structure Inspection shall be on the basis of each manhole/structure inspected, regardless of manhole/structure depth, size or location. Payment for Manhole/Structure Inspection shall be per each manhole/structure inspected in accordance with NASSCO MACP Level 2 guidelines and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), locating and accessing manholes/structures, inspection, coordination with property owners, recording photographs, data, data submissions/resubmissions, data corrections, and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that manhole/structure inspection Work Orders will be assigned per County sewershed; therefore, Work for multiple manholes and/or structures will be located within a limited geographic area. The County will not pay for any mobilization costs associated with manhole/structure inspection Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per manhole/structure inspection Work Order when manhole and/or structure inspection work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Manhole/Structure GPS Survey shall be on the basis of each manhole/structure that is surveyed, regardless of manhole/structure depth, size or location. Payment for Manhole/Structure GPS Survey shall be per each manhole/structure that is surveyed and QA-approved and shall include all mobilization, travel time, coordination with County personnel, confined space entry, traffic control on County roads (excluding road closures), GPS survey, locating and accessing manhole/structure, coordination with property owners, data submissions/resubmissions, data corrections, NASSCO MACP Level 2 inspection and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that manhole/structure GPS survey Work Orders will be assigned per County sewershed; therefore, Work for multiple manholes and/or structures will be located within a limited geographic area. The County will not pay for any mobilization costs associated with manhole/structure survey Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per manhole/structure GPS survey Work Order when manhole and/or structure survey Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

END OF SECTION

33 01 30.16**PIPELINE INSPECTION****33 01 30.16.01****DESCRIPTION**

The Work covered by this section consists of providing all labor, equipment, materials and supplies for closed-circuit television (CCTV, pre-inspection light cleaning required), sonar inspections (no pre-inspection cleaning required), Sewer Line Rapid Assessment Tool (SL-RAT) inspection (no pre-inspection cleaning required) and combined CCTV/sonar inspections (no pre-cleaning inspection required) of sewer and/or stormwater pipe and CCTV inspection of sewer house laterals. All CCTV and CCTV/sonar inspections shall be completed in accordance with the most recent NASSCO PACP and LACP guidelines, Version 6.0.1 or newer. It is anticipated that all inspection work will be completed without any manned entry; however, any necessary manned entry shall conform to all applicable laws and regulations for confined space entry.

The Contractor may complete a side wall scan inspection in lieu of a CCTV inspection. No additional payment shall be made for side wall scan inspections.

Light cleaning as defined in Section 33 01 30.51, Pipe and Manhole/Structure Cleaning is considered incidental to CCTV inspection.

The Contractor is responsible for completing the follow-up cleaning/inspection Work that is needed based on the SL-RAT score and detailed in these specifications. Payment for follow-up cleaning/inspection Work shall be made at the cleaning and/or inspection contract unit price for the Work. All follow-up cleaning/inspection Work for each sewer must be completed within 30 calendar days of completing the SL-RAT inspection for the respective sewer. The County may complete any follow-up cleaning/inspection Work that the Contractor does not complete within the aforementioned 30 calendar day time period. If the County completes the follow-up cleaning/inspection Work, the Contractor will not be paid for any SL-RAT and/or follow-up Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the Work. Reimbursement payment shall be deducted from the next Contractor invoice.

Within 30 calendar days of receiving the inspection data, the County shall notify the Contractor if the submitted work has been accepted or rejected. Within 30 calendar days of receipt of an inspection rejection by the County, the Contractor shall correct and resubmit to the County the revised inspection video/data. The County may complete any inspection that the Contractor has not resubmitted within the aforementioned 30 calendar day time period. If the County completes the inspection Work, the Contractor will not be paid for any Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the Work. Reimbursement payment shall be deducted from the next Contractor invoice.

Payment shall be made after the inspection has been completed, inspection video/data have been submitted to the County and the County's quality assurance review has been approved.

33 01 30.16.01.01 Reference

All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

33 01 30.16.01.02 Submittal

1. **PACP and LACP Operator Certification:** After award of Contract and prior to assignment of the first Work Order, the Contractor shall submit to the County a copy of the current NASSCO PACP and LACP certifications for all CCTV inspection operators who will be performing the Work.
2. **CCTV Inspection Video and Data:** For each inspected pipe, the Contractor shall submit to the County a CCTV video inspection and associated PACP/LACP-compliant database. The database shall be provided in NASSCO PACP/LACP version 6.0 or higher. The Contractor shall submit the inspection database via external hard drive. The Contractor is responsible for providing the external hard drive.
3. **Sonar Inspection Video and Data:** For each inspected pipe, the Contractor shall submit to the County a sonar video inspection. The Contractor shall submit the inspection video via external hard drive. The Contractor is responsible for providing the external hard drive. For each inspected pipe, the Contractor shall submit to the County an inspection spreadsheet, which includes the following information:
 - a. Segment ID
 - b. Date of inspection
 - c. Length of inspection
 - d. Pdf copy of the inspection report. The report shall include a graphical representation of the pipe that shows the type and location of all recorded observations and an estimated quantity of debris.
4. **SL-RAT Inspection Data:** For each pipe where a SL-RAT inspection has been completed, the Contractor shall submit to the County the unedited original SL-RAT inspection file. Copies of the file in Excel format will not be accepted.
5. All CCTV and sonar/CCTV inspections shall include an audio track recorded by the inspection operator during the actual inspection work describing the parameters of the pipe or lateral being inspected (i.e. location, depth, diameter, pipe material) and describing defects and unusual conditions observed during the inspection.
6. The Contractor shall include with each submittal a geodatabase or spreadsheet that lists the ID of all pipe that are included in the Work Order and, for each pipe the:
 - a. Submittal ID
 - b. Could not locate/access status
 - c. Work status (i.e. complete, pending, removed from scope, etc.)

7. The Contractor shall complete a quality assurance review of all data prior to submitting to the County the data for review. The Contractor shall include with each submittal a signed certification letter stating that the data has been reviewed for completeness and correctness.
8. The Contractor shall maintain copies of all submitted electronic files and reports for reference by the County for the duration of the project.
9. All submitted inspection videos shall be continuous from the starting to ending manholes with the exception of reverse inspections.

33 01 30.16.02

DEFINITIONS

1. **CCTV Inspection:** An inspection method that uses a CCTV video technology to locate and code structural and operational/maintenance observations and defects in accordance with the most recent NASSCO PACP/LACP guidelines.
2. **CCTV/Sonar Inspection:** An inspection method that uses CCTV technology to record visual observations above the water line and acoustical sonar technology to record observations below the water line and combines data from both inspection technologies to produce one inspection video file.
3. **LACP:** Lateral Assessment and Certification Program. A standardized inspection guideline for inspecting laterals created by the National Association of Sewer Companies (NASSCO)
4. **Miscellaneous CCTV Inspections:** Noncontiguous CCTV inspection Work that is located in multiple sewersheds. Outstanding Work from previously assigned Work Orders will not be considered miscellaneous CCTV inspections.
5. **Off-Road Inspections:** Pipe inspection work where the beginning and ending manholes are not located in a paved area such as a sidewalk, alley, driveway or road.
6. **On-Road Inspections:** Pipe work where either the beginning or ending manholes are located in a paved area such as a sidewalk, alley, driveway or road.
7. **PACP:** Pipeline Assessment and Certification Program. A standardized inspection guideline created by the National Association of Sewer Companies (NASSCO).
8. **Side Wall Scanning Inspection:** Inspection method that uses one or multiple cameras to capture a continuous 360 degree image of the wall of the pipeline. Inspection data shall allow for a fold flat view and a perspective view of the pipeline.
9. **SL-RAT Inspection:** Inspection method using the Sewer Line Rapid Assessment Tool (SL-RAT) as manufactured by InfoSense, Inc. The

Contractor shall complete the follow-up cleaning/inspection Work based on the SL-RAT score as noted below.

SL-RAT Score	Required Follow-Up Work
0 – 3	CCTV inspect (including pre-inspection light cleaning)
4 - 6	CCTV inspect (including pre-inspection light cleaning)
7 - 10	None

10. **Sonar Inspection:** Acoustical sonar inspection used to record observations and determine debris levels that are below the water level.

33 01 30.16.03 MATERIALS/EQUIPMENT

33 01 30.16.03.01 CCTV Inspection Equipment.

The Contractor shall use a color pan and tilt camera or a side wall scanning (panoramic) camera that is specifically designed and constructed for the inspection work. The CCTV equipment must produce a video using a radial viewing, pipe inspection camera that pans 275 degrees and rotates 360 degrees. The camera shall be capable of operating in 100% humidity conditions. The footage counter shall measure the pipe length to within +/- two (2) feet of the measured linear footage between the center of the manholes as measured along the existing pipe centerline. Use a camera with camera height adjustment so that the camera lens is always centered at one-half the inside diameter, or higher, in the pipe being inspected. Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing pipe. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the County; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment. No payment will be made for inspections that are not QA-approved by the County.

33 01 30.16.03.02 Sewer Lateral CCTV Inspection Equipment.

The Contractor shall use a self-leveling type camera that is capable of producing a color picture and is specifically designed and constructed for the inspection work. The lateral camera must be capable of launching from the mainline sewer. The camera shall be capable of operating in 100% humidity conditions. The footage counter shall measure the lateral length to within +/- two (2) feet of the measured linear footage between the center of the sewer main and edge of building as measured along the existing lateral centerline. Lighting for the camera shall provide a clear picture of the entire periphery of the existing lateral. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the County; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment. No payment will be made for an unsatisfactory inspection

33 01 30.16.03.03 Sonar Inspection Equipment

The sonar system shall be designed to provide accurate dimensional data on debris level, pipe deformation, offsets, and other observations/defects that are below the waterline. A sonar inspection of a fully or partially flowing line shall provide a two-dimensional profile of the interior pipe wall.

Sonar equipment must be specifically adapted for use in sewers and/or storm drains using high frequency sound waves to locate and map irregularities within the pipes creating continuous sonar images recorded in “real time” mode with continuous sonar images. Sonar equipment shall have either one (1) or two (2) sonar heads, (minimum requirement is for one profiling sonar head) one head shall be profiling sonar head with a narrow beam to provide cross sectional scans; the sonar head or heads shall be equipped with operating/monitoring computer and associated hardware. The sonar equipment shall be capable of supporting a range of frequencies to provide clear inspection data in varying flow conditions. The sonar inspection at all times shall be free of electrical interference and provide a clear, stable image.

The sonar equipment must utilize digital, multi-frequency profiling sonar in order to model the pipe under submerged and partially submerged conditions. The uniform travel speed shall not exceed 30 feet per minute. Any means of propelling the inspection equipment through the pipe that would exceed maximum travel speed or produce non-uniform or jerky movements will not be acceptable. The inspection equipment shall pause as necessary to clearly show debris or pipeline defects. If no defects or debris exist during the sonar inspection the data shown in the report shall use intervals not greater than 20 feet.

33 01 30.16.04 CONSTRUCTION REQUIREMENTS

33 01 30.16.04.01 General

1. The Contractor is responsible for notifying the property owner when access onto private property is required.
2. Each CCTV and/or sonar inspection video shall show at a minimum the Owner’s name, Contractor name, date of inspection, pipe size and material, pipe identification, ongoing footage counter and reason for inspection.

All inspections shall include an audio track recorded by the inspection operator during the actual inspection work describing the parameters of the pipe being inspected (i.e. location, depth, diameter, pipe material) and describing connections, defects and unusual conditions observed during the inspection.

3. The depth of flow in the pipe being inspected shall not exceed the following allowable limits:
 - a. For 6”-10” pipes, flow depths shall not exceed 20% of the pipe diameter.
 - b. For 12”-24” pipes, flow depth shall not exceed 25% of the pipe diameter
 - c. For pipes 27” and larger, flow depth shall not exceed 30% of the pipe diameter

If flow depths equal to or less than the above listed limits cannot be achieved, the Contractor shall submit to the County a written request for inspecting that pipe at the lowest possible flow depth explaining the reasons why a depth equal to or less than the maximum allowable limit could not be achieved. The County, at its sole discretion, may approve or reject such request

4. All CCTV and/or sonar inspection videos shall locate each sewer service connection entering the pipe.
5. If observed structural defects such as broken or collapsed pipe preclude the Contractor from completing the inspection, the Contractor shall immediately inform the County. The Contractor shall attempt to complete the inspection by televising from the other manhole. The reverse inspection shall immediately follow the initial inspection.
6. If a protruding pipe tap precludes the Contractor from completing the inspection, the Contractor shall attempt to complete the inspection by televising from the other manhole. The reverse inspection shall immediately follow the initial inspection. If a reverse setup cannot be performed, the CCTV operator shall provide an explanation in the comments field of the CCTV inspection database.
7. If operation and maintenance defects such as debris, roots or grease preclude the Contractor from completing the inspection, the Contractor shall immediately contact the County Inspector to obtain approval to complete heavy or specialty cleaning. After heavy or specialty cleaning is completed, the Contractor shall complete the CCTV inspection. Payment shall be made for the total inspection footage (i.e. pre- and post-heavy cleaning).
8. It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the pipe due to the Contractor's activities.
9. The Contractor may submit to the County a request to re-assign previously-assigned outstanding Work to a new Work Order. The County shall not pay a mobilization fee for the new Work Order. All unit prices associated with the original Work Order shall apply to the new Work Order.

33 01 30.16.04.02 CCTV Inspections

1. The Contractor shall complete light cleaning of all pipe prior to performing a CCTV or side wall scanning inspection of the pipe. Light cleaning prior to inspection is not needed for pipe where a CCTV/sonar or sonar inspection will be performed. Light cleaning shall be completed in accordance with Section 33 01 30.51, Pipe and Manhole/Structure Cleaning.
2. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions may be used to move the camera through the pipe.
3. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing.
4. Camera operator shall slowly pan and tilt up at beginning and ending manholes.

5. When the water level reaches half of the pipe height, the Contractor shall attempt to pull the water away from the CCTV camera using a hydraulic jetter nozzle. The CCTV inspection video shall show the jetter nozzle. If the jetter nozzle is not successful to pull the water, the Contractor shall code in the inspection database the sag in accordance with PACP standard guidelines and continue the inspection to the ending manhole.

33 01 30.16.04.03 Sewer Lateral Inspections

1. Pre-inspection cleaning is not required to complete the Work.
2. Flow control of the lateral is not anticipated to complete the Work, Flow control of the sewer main may be necessary. Flow control of the sewer main up to 1 MGD is considered incidental to the Work.
3. The Contractor shall make at least one attempt to complete the Work during minimum flow hours or by pulling a hydraulic jet nozzle in front of the camera before determining that Flow Control over 1 MGD is needed.
4. All inspections shall begin at the lateral connection to the main sewer and end at the edge of building, unless otherwise directed by the County.
5. Each inspection video shall show at a minimum the gravity sewer's Owner name, Contractor name, date of inspection, property address, pipe size and material, pipe identification (Owner's manhole numbers at both ends), ongoing footage counter and reason for inspection.

33 01 30.16.04.04 Off-Road Inspections

1. When Contractor equipment must travel off-road, the Contractor shall use equipment such as All-Terrain Vehicles and other low ground pressure equipment/tires/tracks to minimize disturbances.
2. Vegetation clearing for off-road inspections shall be paid for separately.
3. Access roads will not be constructed under this Contract. If, prior to Contractor mobilization, it is determined that an access road is necessary to complete the Work, the County will construct an access road and the Contractor will complete the assigned Work; otherwise, the Work will be removed from the Contractor's Work Order.

33 01 30.16.04.05 Buried/Inaccessible Manholes/Structures

1. If approved by the County Inspector, the Contractor may begin an inspection at the next accessible manhole/structure. The Contractor will be paid for inspecting both pipe segments.
2. The County will locate and make accessible manholes that could not be located by the Contractor. Once a manhole is made accessible, the County may elect to complete the CCTV/sonar inspection. The Contractor will not be paid for any Work that has been completed or is planned to be completed if the County completes the CCTV/sonar inspection.

33 01 30.16.04.06 Flow Control

1. The Contractor shall maintain flow up to 1 MGD at no cost to the County. Flow control above 1 MGD shall be completed in accordance with Section 33 01 30.80, Flow Control.
2. The Contractor shall make at least one attempt to complete the Work during minimum flow hours or by pulling a hydraulic jet nozzle in front of the camera prior to determining that Flow Control over 1 MGD is needed.
3. It is the Contractor's responsibility to confirm anticipated flow depths prior to mobilization. Field visits to confirm flow depths are considered incidental to the Work. If water depths exceed the requirements set in these specifications, the Contractor may be required to re-inspect the pipe. Re-mobilization and re-inspection is considered incidental to the Work.
4. A video made while floating the camera is not acceptable unless approved by the County.

33 01 30.16.04.07 Pipeline Re-Inspection

1. The Contractor shall revise and resubmit to the County all inspection work that has not passed the County's QA review at no cost to the County. The County shall not pay for any mobilization or re-mobilization fee associated with revising or re-inspecting the Work including recording new CCTV and/or sonar video inspections.
2. The Contractor shall complete all CCTV and/or sonar inspection work within 30 calendar days after the County makes a manhole/structure accessible and/or after a manhole/structure and/or pipe(s) have been cleaned. The County shall not pay for any mobilization or re-mobilization fee associated with the re-inspection work.

33 01 30.16.04.08 Quality Assurance Review

1. All submitted inspection data will be subject to the County's Quality Assurance review. Inspections may be rejected for any of the following reasons:
 - A. Video quality
 - B. Incorrect or missing PACP/LACP codes
 - C. Submission of non-PACP/LACP compliant database

Following are examples of acceptable and rejected inspections.

Miscellaneous Camera Underwater (MCU) and Miscellaneous Water Level (MWL)



Video A

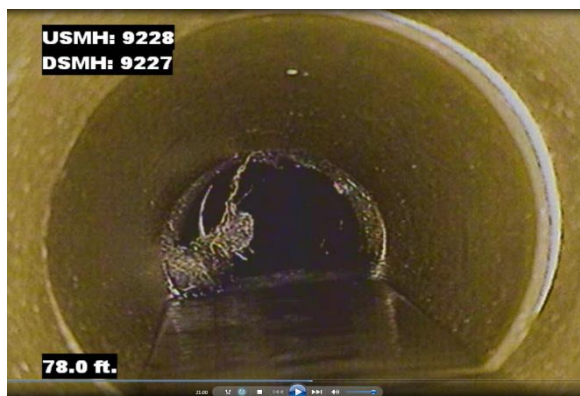


Video B

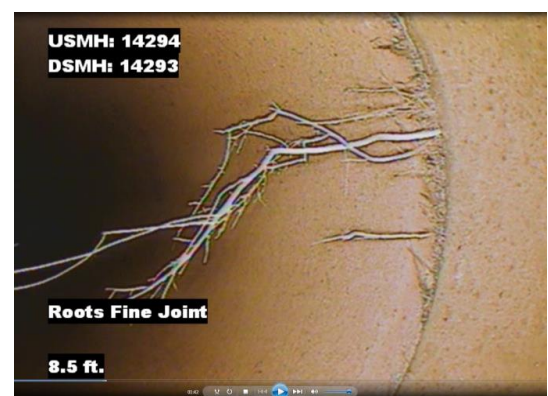
Video	Rejected	Accepted	Reason
A	X		The sag start and end distances are not recorded in the CCTV database. Video that is underwater is not a reason for rejection.
B		X	Defect was coded as MWL. This is acceptable; however, the preference is to code this defect as MWLS.

Where the water level is higher than required in these specifications, the CCTV inspection video must show the hydraulic jetter head traveling ahead of the inspection camera.

Roots at Joints



Video C



Video D

Video	Rejected	Accepted	Reason
C	X		Jetter and/or root cutter are not visible to indicate that the Contractor tried to cut the roots. If unable to cut roots, state reason as a MGO
D		X	Coded correctly as RFJ. Video shows root cutter.

Tap Defects



Video E

Video F

Video	Rejected	Accepted	Reason
E	X		Root ball in tap was not coded. Tap should be coded as defective (TFD) and root ball lateral (RBL) with percentage of blockage
F	X		Medium roots at tap (RMC) was not coded. Tap should be coded as defective (TFD) and root medium at connection (RMC) with percentage of blockage. Root cutter should have been used. If unable to cut roots, state reason as a MGO



Video G



Video H

Video	Rejected	Accepted	Reason
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G	X		Correctly coded as TF. Clock position was not recorded.
H		X	Correctly coded as TBA



Video I

Video	Rejected	Accepted	Reason
I	X		The tap was coded incorrectly. This should have been TFD with "DAGS 90%" recorded in either the comments section or as a MGO

Attached Deposits



Video J

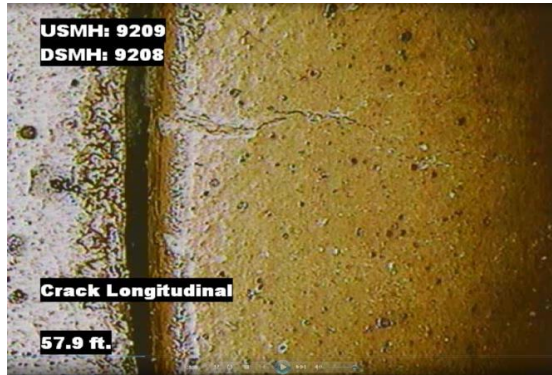


Video K

Video	Rejected	Accepted	Reason
J	X		The accumulation of attached grease (DAGS) on pipe wall is too thick. If unable to remove DAGS, state reason as a MGO and show on video hydraulic nozzle attempting to clean the pipe.

K	X		The encrustation (DAE) on the pipe wall is too thick. If unable to remove DAE, state reason as a MGO and show on video hydraulic nozzle attempting to clean the pipe.
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Cracks



Video L

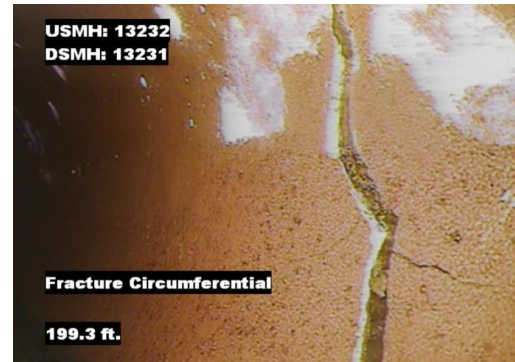


Video M

Video	Rejected	Accepted	Reason
L		X	Coded correctly as CL
M		X	Coded correctly as CC

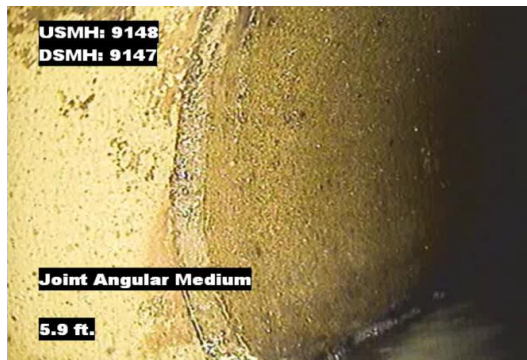


Video N



Video O

Video	Rejected	Accepted	Reason
N	X		Defect is incorrectly coded. Should be coded as CM
O		X	Defect is correctly coded as FC.



Video P



Video Q

Video	Rejected	Accepted	Reason
P		X	Coded correctly as JAM
Q		X	Coded correctly as JOM

Broken Pipe



Video R

Video	Rejected	Accepted	Reason
R		X	Correctly coded as B

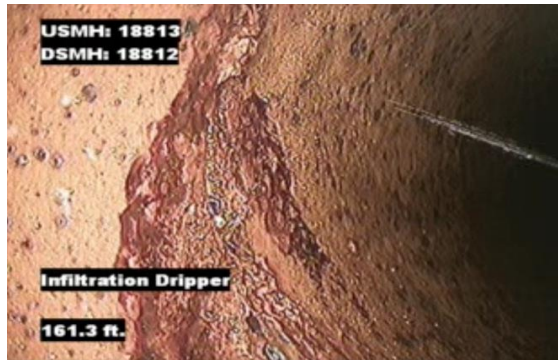
Hole in Pipe



Video S

Video	Rejected	Accepted	Reason
S		X	Correctly coded as HVV

Infiltration Defects



Video T



Video U

Video	Rejected	Accepted	Reason
T		X	Correctly coded as ID
U		X	Correctly coded as IR

General Observations



Video V



Video W

Video	Rejected	Accepted	Reason
V	X		Coded as rock and sand deposit (DSGV). With this amount of debris, it appears that cleaning was not adequately completed. If field

			conditions or inspector do not allow adequate cleaning, state reason as MGO
W	X		Defect not coded. Should be coded as lining failure defective (LFD)



Video X



Video Y

Video	Rejected	Accepted	Reason
X	X		Defect not coded as a defective point repair (RPRD). Material change not coded.
Y	X		Channel defect not coded. Should be coded as MGO, Mortar Missing in Brick Channel



Video Z

Video	Rejected	Accepted	Reason
Z	X		The pipe is not properly cleaned. If obstacle could not be removed, state reason as MGO

Any inspection with the following observed defects that are incorrectly coded or are not coded will be rejected:

Sewer Condition Identification

Group	Structural Defect Description		PACP Acronym
	Descriptor/Modifier	Value/Clock Reference	
Lining Failure	Detached	---	LFD
Surface Damage	---	---	S
	Aggregate Missing	---	SAM
	Aggregate Visible	---	SAV
	Reinforcement Visible	---	SRV
	Reinforcement Projecting	---	SRP
	Reinforcement Corroded	---	SRC
	Missing Wall	---	SMW
	Corrosion	---	SCP
Hole	---	---	H
	Soil Visible	---	HSV
	Void Visible	---	HVV
Deformed	---	---	D
	Vertical	---	DV
	Horizontal	---	DH
Buckling	---	---	K
Collapse	---	---	X
	Pipe	---	XP
	Brick	---	XB
Weld Failure	Longitudinal	---	WFL
	Circumferential	---	WFC
	Multiple	---	WFM
	Spiral	---	WFS
	Unidentified	---	WFZ
Fracture	Multiple	---	FM
	Hinge	---	FH
Broken	---	---	B
	Soil Visible	---	BSV
	Void Visible	---	BVV
Brickwork	Missing	---	MB
	Dropped Invert	Large	DI
	Missing Mortar	Large	MM
Infiltration	Gusher	---	IG
	Runner	---	IR
Joint Offset	--	Medium	JOM
	---	Large	JOL
Miscellaneous Features	Camera Underwater	---	MCU
	Water Level	20%	MWL
	Water Level Sag	20%	MWLS
Obstacle	---	---	OB
	Brick or Masonry	---	OBBS
	Pipe Material	---	OBM
	Protruding	---	OBI
	Wedged	---	OBJ
	Through Connection	---	OBC
	External Cable	---	OBP
	Built into Structure	---	OBS
	Construction Debris	---	OBNS
	Rocks	---	OBR
	Other	---	OBZ

2. Abandoned inspections due to the presence of a drop connection must have a reverse inspection completed. An abandoned inspection due to the presence of a drop connection with no submitted reverse inspection will not be accepted.
3. All submitted SL-RAT inspection data will be subject to the County's Quality Assurance review. The Contractor shall re-inspect all sewers with a rejected SL-RAT inspection at no cost to the County.
4. The County reserves the right to complete independent SL-RAT inspections and compare the results with the Contractor's SL-RAT inspection data. If the follow-up Work differs between the independent and Contractor's SL-RAT scores, the Contractor shall not be paid for the SL-RAT inspection Work or for the follow-up Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the SL-RAT inspection and follow-up Work. Reimbursement payment shall be deducted from the next Contractor invoice.

33 01 30.16.05

MEASUREMENT AND PAYMENT

Measurement for CCTV Inspection (on- and off-road) shall be on the basis of linear foot per pipe diameter range inspected as measured from the center of the beginning and ending manholes along the centerline of the inspected pipe. Payment for CCTV Inspection shall be per linear foot inspected (using CCTV or side scan technology) and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, pre-inspection light cleaning, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that CCTV inspection Work Orders will be assigned in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with CCTV inspection Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per CCTV inspection Work Order when CCTV inspection Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Miscellaneous CCTV Inspection (on- and off-road) shall be on the basis of per hour beginning when the Contractor inserts into the pipe the inspection equipment and ending when the inspection equipment reaches the ending manhole. On-site hours will be monitored by a County inspector. Payment for Miscellaneous CCTV Inspection shall be per hour spent inspecting the pipe. Payment will not be made until the County has reviewed and QA-approved the inspection video. Payment shall include all travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, pre-inspection light cleaning, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified.

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Payment for Miscellaneous CCTV Inspection, On-Road shall be based on a single three (3)-man crew. Payment for Miscellaneous CCTV Inspection, Off-Road shall be based on a single four (4)-man crew. The County will pay a single lump sum mobilization payment per Miscellaneous CCTV (on- or off-road) Work Order. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Sonar Inspection (on- and off-road) shall be on the basis of liner foot per pipe diameter range inspected as measured from the center of the beginning and ending manholes along the centerline of the inspected pipe. Payment for Sonar Inspection shall be per linear foot inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that sonar inspection Work Orders will be assigned in a single County sewershed; therefore, work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with sonar inspection Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per sonar inspection Work Order when sonar inspection Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for CCTV/Sonar Inspection (on- and off road) shall be on the basis of liner foot per pipe diameter range inspected as measured from the center of the beginning and ending manholes along the centerline of the inspected pipe. Payment for CCTV/Sonar Inspection shall be per linear foot inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that CCTV/sonar inspection Work Orders will be assigned in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with CCTV/sonar inspection Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per CCTV/sonar inspection Work Order when CCTV/sonar inspection Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Sewer Lateral Inspection shall be on the basis of each lateral inspected regardless of the sewer main or lateral pipe size or length of lateral pipe. Payment for Sewer Lateral Inspection shall be per each lateral inspected and QA-approved and shall include all travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, locating and accessing manholes/structures, coordination with property owners

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flow control of the sewer main up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified.

It is anticipated that sewer lateral inspections will be requested on an as-needed emergency basis. The County will pay the Contractor a single lump sum mobilization line item per sewer lateral inspection Work Order. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for SL-RAT Inspection (on- and off road) shall be on the basis of each pipe inspected. Payment for SL-RAT Inspection shall be per each pipe inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), locating and accessing manholes/structures, coordination with property owners, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work as specified. Payment for follow-up cleaning/inspection Work shall be made at the cleaning and/or inspection contract unit price for the Work.

It is anticipated that SL-RAT inspection Work Orders will be assigned in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with SL-RAT inspection Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per SL-RAT inspection Work Order when SL-RAT inspection Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

END OF SECTION

**33 01 30.51 PIPE AND MANHOLE/STRUCTURE CLEANING AND POST-CLEANING
CONFIRMATION INSPECTION**

33 01 30.51.01 DESCRIPTION

The Work covered by this section consists of providing all labor, equipment, materials and supplies, and performing all operations necessary to complete pipe and manhole/structure cleaning, including cleaning of internal and external drop connections and the introduction into pipe of grease inhibitor chemicals. Work also includes collecting and removing from the pipe and/or manhole/structure all debris that has accumulated from cleaning activities and hauling of debris to an appropriate waste facility. It is anticipated that all Work will be completed without any manned entry; however, any necessary manned entry shall conform to all applicable laws and regulations for confined space entry. All post-cleaning confirmation CCTV inspections shall be completed in accordance with Section 33 01 30.16, Pipeline Inspection. All Work shall be completed in accordance with the most recent NASSCO PACP guidelines, Version 6.0.1 or newer.

Pipe light cleaning is considered incidental to pipe inspection Work. Post-cleaning CCTV, sonar and/or CCTV/sonar inspections and associated data are considered incidental to pipe and manhole/structure cleaning Work.

Within 30 calendar days of receiving the post-cleaning inspection data, the County shall notify the Contractor if the submitted work has been accepted or rejected. Within 30 calendar days of receipt of a post-cleaning confirmation inspection rejection by the County, the Contractor shall re-clean the pipe and resubmit to the County the revised post-cleaning confirmation inspection video/data. The County may complete any cleaning and/or inspection that the Contractor has not resubmitted within the aforementioned 30 calendar day time period. If the County completes the cleaning and/or inspection Work, the Contractor will not be paid for any Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the Work. Reimbursement payment shall be deducted from the next Contractor invoice.

Payment shall be made after the sewer/drop connection post-cleaning confirmation CCTV video inspection and/or manhole/structure post-cleaning confirmation photograph has been completed, inspection video/data have been submitted to the County and the County's quality assurance review has been approved.

33 01 30.51.01.01 Reference

All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

33 01 30.51.01.02 Submittal

- 1. Drop Connection Post-Cleaning Confirmation Inspection and Data:** For each drop connection that is cleaned, the Contractor shall submit to the County a CCTV video inspection and associated database as confirmation that drop connection cleaning work is completed. The Contractor shall

submit the inspection database via external hard drive. The Contractor is responsible for providing the external hard drives.

2. **Post-Cleaning Confirmation CCTV Inspection Video and Data:** For each pipe that requires cleaning (light, heavy or specialty cleaning), the Contractor shall submit to the County a CCTV video inspection and associated PACP-compliant database of the pipe after all cleaning work is completed. The Contractor shall submit the inspection database via external hard drive. The Contractor is responsible for providing the external hard drives.
3. The Contractor shall include with each submittal a geodatabase or spreadsheet that lists the ID of all pipe that are included in the Work Order and, for each pipe the:
 1. Submittal ID
 2. Could not locate/access status
 3. Work status (i.e. complete, pending, removed from scope, etc.)
4. The Contractor shall complete a quality assurance review of all data prior to submitting to the County the data for review. The Contractor shall include with each submittal a signed certification letter stating that the data has been reviewed for completeness and correctness.

33 01 30.51.02

DEFINITIONS

1. **Cleaning Pass:** An uninterrupted pass of a hydraulic flusher or root cutter between the beginning and ending manhole. If debris and/or a root/grease obstruction prevent the flusher/root cutter from traveling the entire pipe length from beginning to ending manhole, the Contractor shall continue cleaning or heavy cleaning, if directed by the County. The County will not consider a pass to have been completed if the flusher/root cutter cannot pass debris deposition and/or a root/grease obstruction.
2. **Drop Connection Cleaning:** Cleaning activities necessary to remove from the drop pipe, elbow fitting and drop pipe/main sewer connection all debris, root intrusions and/or grease blockages. Drop connection cleaning work will require a minimum of one pass of a root cutter and hydraulic flusher. All debris must be captured and removed from the drop pipe, main sewer and/or manhole.
3. **Pipe Light Cleaning:** Pipe cleaning activities necessary to remove from the pipe between the beginning and ending manholes/structures, including benches, all debris, root intrusions and/or grease blockages after up to three (3) passes with a hydraulic flusher and root cutter have been completed. At least one (1) of the three (3) passes must be made with a root cutter. The minimum flow rate for light cleaning of pipe 15 inch diameter and smaller shall be 80 gallons of water per minute (gpm). The minimum flow rate for light of pipe larger than 15 inch diameter shall be 120 gpm. All debris must be removed from the pipe, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the manhole/structure bench.

4. **Pipe Heavy Cleaning:** Pipe cleaning activities necessary to remove from the pipe between the beginning and ending manholes/structures all debris, root intrusions and/or grease blockages after up to six (6) passes with a hydraulic flusher, high-velocity hydro-cleaning equipment, mechanical/hydraulic spinner nozzle and root cutter have been completed. At least one (1) of the six (6) passes must be made with a root cutter. Heavy cleaning is a separate line item to clean a pipe that is not cleaned to the County's specifications after light cleaning has been completed. Heavy cleaning will not be approved for payment unless one of the following requirements is met:
 - a. The Contractor submits to the County a CCTV video from inside the pipe that shows at least four (4) attempts to remove debris/blockage using a jet nozzle and root cutter.
 - b. The Contractor obtains written County approval prior to heavy cleaning the pipe.

All debris must be removed from the pipe, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the manhole/structure bench.

Payment shall not be made until the pre- and post-heavy cleaning inspection videos are submitted to and approved by the County.

5. **Off-Road Pipe Cleaning:** Pipe cleaning work where the beginning and ending manholes are not located in a paved area such as a sidewalk, alley, driveway or road.
6. **Off-Road Manhole/Structure Cleaning:** Manhole cleaning activities to remove from the manhole walls, steps and benches all sludge, rocks, debris, roots and/or grease and other solid and semi-solid material. This work does not include removing from the manhole/structure bench any debris, roots and/or grease that is collected from pipe light, heavy or specialty cleaning activities. This work includes manhole/structure cleaning work where the manhole/structure is not located in a paved area such as a sidewalk, alley, driveway or road.
7. **On-Road Pipe Cleaning:** Pipe cleaning work where either the beginning or ending manholes are located in a paved area such as a sidewalk, alley, driveway or road.
8. **On-Road Manhole/Structure Cleaning:** Manhole cleaning activities to remove from the manhole walls, steps and benches all debris, roots and/or grease. This work does not include removing from the manhole/structure bench any debris, roots and/or grease that is collected from pipe light, heavy or specialty cleaning activities. This work includes manhole/structure cleaning work where the manhole/structure is located in a paved area such as a sidewalk, alley, driveway or road.
9. **Specialty Cleaning:** Pipe cleaning work that, in the opinion of the County, cannot be adequately completed by heavy cleaning activities. Specialty cleaning is a separate line item to clean a pipe that is not cleaned to the

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County's satisfaction after light or heavy cleaning work has been completed.

Specialty cleaning will not be approved for payment unless both of the following requirements are met:

- a. The Contractor submits to the County a CCTV video from inside the pipe that shows at least seven (7) attempts to remove debris/blockage using a jet nozzle and root cutter and/or shows the pipe conditions (i.e. flow rate, flow depth, debris/obstruction, etc.) that preclude light/heavy cleaning.
- b. The Contractor obtains written County approval prior to specialty cleaning the pipe.

Specialty cleaning activities shall remove from the pipe between the beginning and ending manholes/structures, all debris, root intrusions and/or grease blockages, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connection or the manhole/structure bench. Prior to proceeding with specialty cleaning activities, the Contractor shall submit to the County the proposed means and methods for cleaning the pipe and the estimated hours and cost to complete the Work. Upon review and approval of the Contractor's submission, the County will forward to the Contractor written approval for specialty cleaning.

Specialty cleaning work will require an unlimited amount of passes of a mechanical/hydraulic spinner nozzle, mechanically powered cleaning equipment such as porcupines, cutters and bucket machines, clamshells and/or heavy duty power rodders. All debris must be removed from the pipe, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes/structures.

Payment shall not be made until the pre- and post-specialty cleaning inspection videos are submitted to and approved by the County.

33 01 30.51.03 MATERIALS/EQUIPMENT

33 01 30.51.03.01 Cleaning Equipment

1. It is at the Contractor's discretion which type of equipment shall be used to meet the County's performance criteria specified in these specifications. The Contractor's selection of equipment type shall not adversely affect the environment or the Work Order schedule or costs. The County reserves the right to remove Work from the Work Order that the County deems is being improperly performed.
2. The County may allow the use of saw and cutters that are specifically designed and manufactured for the material and/or size of pipe to be cleaned. The equipment shall be subject to approval by the County.

3. Pipe cleaning equipment shall have a selection of two or more high-velocity nozzles that are properly sized for the pipe that will be cleaned. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned.
4. Manhole/structure cleaning equipment shall consist of a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own tank, auxiliary engines, pumps, and hydraulically driven hose reel.
5. Rodding equipment machine shall be capable of rodding distances of up to 750 feet in one setup. The machine shall have the ability to spin the rod either clockwise or counterclockwise and be able to be pushed straight out or pulled back without rotating the machine. It shall also be capable of pulling pipe-size swabs or brushes back through the pipe for cleaning and flushing purposes.
6. Heavy-duty bucket machines may be used on dragline work to clean the pipeline with buckets, brushes, scrapers, swabs or other similar devices in order to effectively remove the debris and provide a clean sewer for the inspection. The equipment used will be subject to approval by the County.
7. Hydraulically-propelled pipe pigging equipment shall be a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against surcharging the pipe. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If cleaning balls or other equipment, which cannot be collapsed, are used, special precautions to prevent pipe surcharging shall be taken.

33 01 30.51.03.02 Hauling Equipment

All vehicles used for debris hauling shall have watertight bodies and are properly equipped and fitted with seals and covers to prohibit material spillage or drainage. Vehicles shall be cleaned as often as necessary to prevent deposit of material on roadways.

33 01 30.51.03.03 Grease Inhibitor Chemical

1. The grease inhibitor chemical must be a blend of surfactants, solvents and/or amino acids that are capable of liquefying sewer grease and indefinitely maintain grease in a liquid state.
2. The chemical shall contain no petroleum solvents and must be completely biodegradable.
3. The chemical shall have a liquid form, be colorless and must be dispersible in cold or hot water.
4. The chemical shall not cause harm to human health or the environment beyond its intended use.

5. The grease inhibitor chemical shall be mixed with water to form a grease inhibitor solution. The solution shall consist of no less than 1 percent (1%) grease inhibitor chemical by volume.
6. When mixed with water, the chemical must change the color of the solution from clear to a distinct color to provide evidence that the chemical and water have been properly mixed.
7. Chemical shall be dispersed using a rotating or spinning nozzle with a spray angle of 30 and 90 degrees.

33 01 30.51.04 CONSTRUCTION REQUIREMENTS

33 01 30.51.04.01 General

1. The Contractor is responsible for notifying the property owner when access onto private property is required.
2. Pipe cleaning shall be performed from the downstream manhole/structure to the upstream manhole/structure unless site condition preclude this setup. Alternative setups shall be approved by the County.
3. The Contractor shall immediately notify the County if the Contractor believes that cleaning work will cause a pipe collapse or overflow/basement backup.
4. Passing material from pipe to the adjacent pipe shall not be permitted. The Contractor shall collect and remove all debris that is loosened as a result of the sewer cleaning operations.
5. Potable water to be used for pipe cleaning work may be obtained from County fire hydrants. The Contractor shall be responsible for obtaining all necessary fire hydrant permits. No water shall be drawn from a public fire hydrant except through a Baltimore County issued water meter. Fire hydrant permit applications are made through the Department of Public Works Bureau of Utilities. The Contractor shall provide all piping, hoses, valves, or connections necessary to complete the Work. All vehicles involved with water use operations shall be inspected by the Bureau of Utilities. The Contractor shall install a backflow device either on the hydrant or downstream of the meter. Access to fire hydrants for the purpose of fire protection shall be maintained at all times.
6. If structural defects such as broken or collapsed pipe preclude the Contractor from completing the cleaning work, the Contractor shall submit to the County a post-cleaning confirmation CCTV inspection video that clearly shows the structural defect blockage. The Contractor shall attempt to complete the inspection by completing a reverse inspection (i.e. televising from the other manhole). The reverse inspection shall immediately follow the initial inspection.
7. If operation and maintenance defects such as debris, roots or grease preclude the Contractor from completing the cleaning work, the Contractor shall submit to the County the CCTV video evidence that light cleaning was completed and immediately contact the County Inspector to obtain approval to complete heavy cleaning or specialty cleaning. After heavy or specialty cleaning is completed, the Contractor shall complete the post-cleaning confirmation CCTV inspection.

8. If, based on the initial light cleaning and CCTV inspection, it is determined that additional/supplemental cleaning is necessary, the County Inspector may direct the Contractor to disregard heavy cleaning and immediately begin specialty cleaning.
9. When manned entry is required to remove debris, such as boulders, from the manhole/structure, all laborers shall be actively working to remove debris. Payment will not be made for laborers who are not actively assisting with removing debris.
10. It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the pipe due to the Contractor's activities.
11. The Contractor may submit to the County a request to re-assign previously-assigned outstanding Work to a new Work Order. The County shall not pay a mobilization fee for the new Work Order. All unit prices associated with the original Work Order shall apply to the new Work Order.

33 01 30.51.04.02 Off-Road Cleaning

1. When Contractor equipment must travel off-road, the Contractor shall use equipment such as All-Terrain Vehicles and other low ground pressure equipment/tires/tracks to minimize disturbances.
2. Vegetation clearing for off-road inspections shall be paid for separately.
3. It is anticipated that no access roads are necessary to complete any cleaning work. If, prior to Contractor mobilization, it is determined that an access road is necessary to complete the Work, the County will construct an access road and the Contractor will complete the assigned Work; otherwise, the Work will be removed from the Contractor's Work Order.

33 01 30.51.04.03 Buried/Inaccessible Manholes/Structures

1. The County may approve access to and/or cleaning of an adjacent pipe segment to clean the assigned pipe cleaning Work. In such cases, the Contractor shall be paid for the Work completed on the assigned and adjacent pipe segment.
2. The County will locate and make accessible manholes that could not be located by the Contractor. Once a manhole is made accessible, the County may elect to complete the cleaning Work. The Contractor will not be paid for any Work that has been completed or is planned to be completed if the County completes the cleaning Work.

33 01 30.51.04.04 Flow Control

1. The Contractor shall maintain flow up to 1 MGD at no additional cost to the County. Flow control above 1 MGD shall be completed in accordance with Section 33 01 30.80, Flow Control.
2. The Contractor shall make at least one attempt to complete the Work during minimum flow hours or by pulling a hydraulic jet nozzle in front of the camera before determining that Flow Control over 1 MGD is needed.

3. Sewage that is diverted during cleaning operations shall be returned to the sanitary system.

33 01 30.51.04.05 Drop Connection Cleaning

1. Cleaning shall begin from the manhole and proceed up the drop pipe.
2. The Contractor shall use a root cutter that is no more than 2 inches smaller than the pipe diameter.

33 01 30.51.04.06 Cleaning Precautions

The Contractor shall take all precautions necessary to avoid damage to public or private property that is adjacent to or served by the pipe. The Contractor is responsible for all repairs to public or private property, including basement backups, as a result of the Contractor's operations at no additional costs to the County.

33 01 30.51.04.07 Debris Containers

1. Collected debris shall be removed from the pipe and/or manhole/structure and deposited into suitable watertight containers.
2. The Contractor shall not be allowed to accumulate over multiple days any debris silt and/or liquid waste, sludge on site. All materials shall be removed from the site at least once a day at the end of each workday.
3. Sufficient number of containers must be available at all times to receive the debris removed from pipes and manholes/structures.
4. Site conditions may not accommodate the container to be sited immediately adjacent to the manhole/structure from which debris is being raised; therefore, double handling of the debris may be necessary. The Contractor shall provide for such double handling to be carried out safely and efficiently and at no cost to the County.
5. The Contractor is responsible for hauling and disposing of all materials that are removed from the pipe and/or manhole/structure. Hauling and disposal costs are considered incidental to the Work.

33 01 30.51.04.08 Debris Hauling

The Contractor shall keep the haul route and Work area(s) neat and clean and reasonably free of odor, and shall bear all responsibility and cost for the cleanup of any spill which occurs during transport. The Contractor shall immediately clean any spill. If the Contractor fails to immediately clean such spill, the County shall have the right to clean or arrange for its cleanup and charge the Contractor with all costs including administrative costs and overhead incurred by the County in connection with such cleanup and retains the right to deduct those costs from moneys due to the Contractor.

33 01 30.51.04.09 Acceptance of Drop Connection Work

Acceptance of drop connection cleaning Work shall be when all debris, root intrusions and/or grease blockages have been removed from the drop pipe/connection. The Contractor shall submit to the County a post-cleaning CCTV inspection video of the drop pipe and drop connection as visual evidence that the drop pipe connection was properly cleaned. The County may complete a visual post-cleaning inspection to confirm that the cleaning has been satisfactorily completed. If the County determines that the cleaning is unsatisfactory, the Contractor shall be required to re-clean the drop connection at no cost to the County until the cleaning is shown to be satisfactory. Payment will not be made until the final post-cleaning CCTV inspection video has been submitted to the County and approved by the County.

33 01 30.51.04.10 Acceptance of Pipe Cleaning Work

1. All submitted post-cleaning CCTV inspection videos will be subject to the County's Quality Assurance review.
2. The County will not consider a pipe to be cleaned until the post-cleaning CCTV inspection video confirms that the cleaning operations restored the pipeline to at least 98% of the pipe's cross-sectional area. If the CCTV inspection shows the cleaning to be unsatisfactory, the Contractor shall re-clean and re-inspect the pipe until the post-cleaning CCTV inspection shows a clean pipe. Re-cleaning and re-inspection work shall be completed at no additional cost to the County. Payment will not be made until the final post-cleaning CCTV inspection video has been submitted to the County and approved by the County.
3. Depending on flow conditions, the Contractor may submit to the County a request to complete a post-cleaning sonar or CCTV/sonar inspection in lieu of a post-cleaning CCTV inspection. Requests and approvals shall be made on a case by case basis.

33 01 30.51.04.11 Acceptance of Manhole/Structure Cleaning Work

Acceptance of manhole/structure cleaning Work shall be when all surfaces, including manhole walls, steps and benches, are clean and free of all sludge, rocks, debris, roots and/or grease and other solid and semi-solid material are completely removed. The Contractor shall submit to the County a post-cleaning landscape picture of the manhole as visual evidence that the manhole was properly cleaned. The County may complete a visual post-cleaning inspection to confirm that the cleaning has been satisfactorily completed. If the County determines that the cleaning is unsatisfactory, the Contractor shall be required to re-clean the manhole/structure until the cleaning is shown to be satisfactory at no cost to the County. Payment will not be made until the final post-cleaning inspection picture has been submitted to the County and approved by the County.

33 01 30.51.04.12 Grease Inhibitor Cleaning

1. Grease inhibitor chemical shall be delivered as specified below:

Pipe Diameter	Minimum Number of Chemical Injection Passes
6-10 inch	1
12 inch and larger	2

2. The grease inhibitor chemical shall be mixed with water to form a grease inhibitor solution. The solution shall consist of no less than 1% grease inhibitor chemical by volume.
3. The grease inhibitor solution shall be introduced into the sewer by the Contractor's high pressure hydraulic sewer cleaning equipment at a pressure of 1,500 to 2,000psi.
4. The Contractor shall introduce the grease inhibitor solution to adequately and completely coat the entire exposed pipe wall for the entire length of the sewer.
5. The Contractor shall begin introducing the inhibitor solution at the downstream manhole and continue introducing the solution to the upstream manhole.
6. The Contractor shall wait no less than 10 minutes and no more than 15 minutes before pulling the hydraulic hose back to the downstream manhole. To clean pipes with encrusted grease, the County may direct the Contractor to wait up to 72 hours after the grease inhibitor solution has been introduced into the sewer before completing hydraulic jetting. The Contractor shall engage hydraulic jetting at a pressure of 750 to 1,000 psi when pulling the hose back to the downstream manhole.
7. The Contractor shall not complete a post-cleaning confirmation inspection as part of the Grease Inhibitor Cleaning Work. The County may assign to the Contractor separate Work for CCTV inspection (including pre-inspection light cleaning) for sewers where grease treatment has been applied.

33 01 30.51.05

MEASUREMENT AND PAYMENT

Measurement for Pipe Heavy Cleaning (on- and off-road) shall be on the basis of linear foot per pipe diameter range cleaned as measured from the center of the beginning and ending manholes along the centerline of the cleaned pipe. Payment for Pipe Cleaning shall be per linear foot cleaned and inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, collection, removal, hauling and disposal of all debris, post-cleaning inspections, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items necessary to complete the Work as specified.

It is anticipated that pipe heavy cleaning Work will be assigned on an as-needed basis in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with pipe heavy cleaning Work that is located in a single County sewershed.

Measurement for Drop Connection Cleaning (on- and off-road) shall be on the basis of each drop connection that is cleaned. Payment for Drop Connection Cleaning shall be per each drop connection cleaned and inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, collection, removal, hauling and disposal of all debris, post-cleaning inspection, locating and accessing manholes/structures, coordination with property

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owners, flow control up to 1 MGD and all other Work not included under other items necessary to complete the Work as specified.

It is anticipated that drop connection cleaning Work will be assigned on an as-needed basis in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with drop connection cleaning Work that is located in a single County sewershed.

Measurement for Manhole/Structure Cleaning (on- and off-road) shall be on the basis of each manhole/structure that is cleaned. Payment for Manhole/Structure Cleaning shall be per each manhole/structure cleaned and inspected and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, collection, removal, hauling and disposal of all debris, post-cleaning inspection, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD and all other Work not included under other items necessary to complete the Work as specified.

It is anticipated that manhole/structure cleaning Work Orders will be assigned in a single County sewershed; therefore, Work for multiple manhole/structure cleaning will be located within a limited geographic area. The County will not pay for any mobilization costs associated with manhole/structure cleaning Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per manhole/structure cleaning Work Order when manhole/structure cleaning Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Pipe Specialty Cleaning (on- and off-road) shall be on the basis of per hour beginning when the Contractor inserts cleaning equipment in the manhole/structure and ending when the last of the debris has been placed in the debris container. Payment for Pipe Specialty Cleaning shall be per hour spent cleaning the pipe and removing debris. Payment will not be made until the County has reviewed and approved the post-cleaning inspection. Payment shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, collection, removal, hauling and disposal of all debris, including manual removal of debris such as boulders, that cannot be vacuumed from the manhole/structure and manually loading the debris into the debris container, post-cleaning inspections, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items necessary to complete the Work as specified.

Payment for Pipe Specialty Cleaning, On-Road shall be based on a single three (3)-man crew. Payment for Pipe Specialty Cleaning, Off-Road shall be based on a single four (4)-man crew.

The County shall pay only for actual time spent to complete the Work. The County will not pay for work stoppages, such as lunch breaks, or work delays.

Measurement for Grease Inhibitor Cleaning (on- and off-road) shall be on the basis of linear foot per pipe segment up to 24-inch diameter where grease inhibitor

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solution is introduced from beginning to ending manhole as measured from the center of the beginning and ending manholes along the centerline of the treated pipe. The pipe linear footage that is recorded in the County's geographic information system may be used in lieu of field measurements. Payment for Grease Inhibitor Cleaning shall be per liner foot where grease inhibitor solution is introduced and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, collection, removal, hauling and disposal of all debris, locating and accessing manholes/structures, coordination with property owners, flow control up to 1 MGD, sewer cleaning, furnishing grease inhibitor chemical, mixing all chemicals and water, introducing grease inhibitor solution and all other Work not included under other items necessary to complete the Work as specified.

If the grease inhibitor cleaning requires specialized equipment or modification of existing Contractor equipment, the cost of such equipment and/or modifications is considered incidental to Grease Inhibitor Cleaning.

It is anticipated that grease inhibitor cleaning Work Orders will be assigned in a single County sewershed; therefore, Work for multiple pipes will be located within a limited geographic area. The County will not pay for any mobilization costs associated with grease inhibitor cleaning Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per grease inhibitor cleaning Work Order when grease inhibitor cleaning Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

END OF SECTION

DESCRIPTION

The Work covered by this section consists of providing all labor, equipment, materials and supplies, and performing all operations necessary to complete smoke testing, dyed water tests and dyed water floods. It is anticipated that all Work will be completed without any manned entry; however, any necessary manned entry shall conform to all applicable laws and regulations for confined space entry.

Flow control is not anticipated to perform the smoke testing. Flow control up to 1 MGD is considered incidental to the Work for dyed water tests and dyed water floods. The Contractor shall make at least one attempt to complete the Work during minimum flow hours or by pulling a hydraulic jet nozzle in front of the camera before determining that Flow Control over 1 MGD is needed

The cost for recording dyed water test photographs is considered incidental to the Work. If a dyed water test requires a CCTV video inspection, the cost for the CCTV video inspection, pre-inspection light cleaning and flow control up to 1 MGD will be paid for under Miscellaneous CCTV Inspection. Mobilization for the CCTV inspection is considered incidental to the Work. CCTV video inspection and associated mobilization for dyed water floods is considered incidental to the Work.

Within 30 calendar days of receiving the inspection data, the County shall notify the Contractor if the submitted work has been accepted or rejected. Within 30 calendar days of receipt of a test rejection by the County, the Contractor shall correct and resubmit to the County the revised test video/data. The County may complete any test that the Contractor has not resubmitted within the aforementioned 30 calendar day time period. If the County completes the test Work, the Contractor will not be paid for any Work that has been completed or that is planned to be performed and shall reimburse the County for all costs expended to complete the Work. Reimbursement payment shall be deducted from the next Contractor invoice.

Payment shall be made after the smoke and/or dyed water tests/floods have been completed, inspection data/pictures have been submitted to the County and the County's QA-review has been approved.

Reference

All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

Submittals

1. **Smoke Test Inspection Data and Photographs:** For each smoke test observation, the Contractor shall submit to the County the County's standard smoke/dye test summary spreadsheet and associated photographs. The Contractor shall submit the spreadsheet, photographs, video and/or database via external hard drive. The Contractor is responsible for providing the external hard drives.

2. The County will provide to the Contractor an electronic copy of the smoke/dye test summary spreadsheet.

The following fields in the summary spreadsheet shall be populated by the Contractor:

- a. Date
- b. SSA
- c. Facility ID
- d. Address where observed defect is located
- e. Deficiency code
- f. Tributary area (length and width)

A smoke/dye test summary sheet must be submitted for pipes that do not have any defects.

Electronic images shall be 320 pixels x 240 pixels, 36 pixels/inch, jpg format. At a minimum:

3. **Dyed Water Test Inspection Data and Photographs:** For each pipe that has been dyed water tested, the Contractor shall submit to the County a smoke/dye test summary spreadsheet and photographs of each recorded observation that shall include photographs of a positive or negative test. The Contractor shall submit the spreadsheet and photographs via external hard drive. The Contractor is responsible for providing the external hard drives.

The following fields in the summary spreadsheet shall be populated by the Contractor:

- a. Facility ID
- b. SSA
- c. Date
- d. Address
- e. Dye Test (yes or no)
- f. US MH
- g. DS MH
- h. PIC Att (yes or no)
- i. CCTV (yes or no)

A smoke/dye test summary sheet must be submitted for pipes that do not have any defects.

Electronic images shall be 320 pixels x 240 pixels, 36 pixels/inch, jpg format. At a minimum:

4. **Dyed Water Flood Inspection Data and Video:** For each pipe where a dyed water flood has been completed, the Contractor shall submit to the County a smoke/dye test summary spreadsheet and associated CCTV inspection video and PACP-compliant database. The Contractor shall submit the spreadsheet, database and video via external hard drive. The Contractor is responsible for providing the external hard drives.

The following fields in the summary spreadsheet shall be populated by the Contractor:

- a. Facility ID
- b. SSA
- c. Date
- d. Address
- e. Dye Test (yes or no)
- f. US MH
- g. DS MH
- h. PIC Att (yes or no)
- i. CCTV (yes or no)

A smoke/dye test summary sheet, CCTV database and inspection video must be submitted for pipes that do not have any defects.

5. The Contractor shall include with each submittal a geodatabase or spreadsheet that lists the ID of all pipe that are included in the Work Order and, for each pipe the:
 - a. Submittal ID
 - b. Could not locate/access status
 - c. Work status (i.e. complete, pending, removed from scope, etc.)
6. The Contractor shall complete a quality assurance review of all data prior to submitting to the County the data for review. The Contractor shall include with each submittal a signed certification letter stating that the data has been reviewed for completeness and correctness.

33 01 30.73.02

DEFINITIONS

1. **Dyed Water Test:** Introduction into a manhole/structure of fluorescent dyed water and recording/photographing locations/connections in a pipe where the dyed water is entering.
2. **Dyed Water Flood:** Partially filling with dyed water a section of storm drain pipe or flooding an area above a suspected source of inflow and completing a CCTV inspection to identify and locate sources of infiltration/inflow. A plug or sandbags are inserted into the storm drain pipe to partially fill the pipe with dyed water. Furnishing, installing and removing plugs and/or sandbags is considered incidental to the Work.
3. **Smoke Testing:** Introduction into a pipe of non-toxic smoke candles or smoke fluid and recording/photographing locations where the smoke is visually observed above grade.
4. **Test Area:** Street where the pipe to be smoke tested is located and one neighborhood block beyond the street in all directions.

33 01 30.73.03

MATERIALS/EQUIPMENT

33 01 30.73.03.01

Smoke Testing Equipment

1. Blowers

The Contractor shall provide a portable blower designed and built specifically for the use of smoke testing. The blower shall be self-contained and be capable of producing a minimum of 4,500 cubic feet of air per minute (cfm) when working as a blow-in ventilator and 4,000 cfm when working as a suction ventilator.

The base of the blower shall have appropriate adapters and seals to make a good connection to the manhole without excessive loss of smoke.

2. Smoke Production

Smoke fluid and smoke candles shall produce a chemical reaction to generate continuous smoke for the duration of the test and can be controlled by the Contractor. The smoke shall be white to gray smoke, leave no residue and shall be non-toxic and non-explosive.

Each smoke candle shall be capable of producing adequate volume of smoke when used alone or in combination with a number of candles for the duration of the test.

At all times, the field crew shall have in their possession the smoke fluid/candle MSDS sheet(s) and shall provide to requestor a copy of the MSDS sheet(s).

33 01 30.73.04 CONSTRUCTION REQUIREMENTS

33 01 30.73.04.01 Public Notification for Smoke Testing

1. The Contractor shall distribute Baltimore County's standard smoke test notification door hanger on each door of each building located in the test area. The Contractor shall also notify the local police and fire stations of the planned smoke tests. Notifications shall be distributed three (3) calendar days prior to smoke testing.
2. Door hanger printing and distribution is considered incidental to the Work.

33 01 30.73.04.02 County Notification for Smoke Testing

1. The day of testing and prior to starting any test for that day, the Contractor shall contact:

Baltimore County Fire Department dispatch (410-307-2016)
Tina Glab - tglab@baltimorecountymd.gov
Sharon Ganzler - sganzler@baltimorecountymd.gov
Kevin Chaney - kchaney@baltimorecountymd.gov
Kim Williams - kimwilliams@baltimorecountymd.gov
Karon Tipton - ktiption@baltimorecountymd.gov
Jim Freeland - jfreeland@baltimorecountymd.gov
Rodney Turner - rturner@baltimorecountymd.gov
James Resch - jresch@baltimorecountymd.gov

Local fire house

2. For each contact noted above, the Contractor shall provide each day the locations where smoke tests will be performed for the day and Contractor contact information.
3. Once smoke testing for the day has been completed, the Contractor shall contact the County Bureau of Utilities to notify them that all tests have been completed.
4. It shall be the Contractor's responsibility to keep adequate records for all notifications and to produce them upon request by the County.

33 01 30.73.04.03 Smoke Testing after Rainfall

1. Smoke testing shall be performed only during dry weather. Each day before the inspection crews begin work, the Contractor will review the weather conditions from the previous calendar day.
2. If the rainfall intensity was equal to or greater than 0.15 in/hr for a duration of one (1) hour or the total daily rainfall was equal to or greater than 0.5 inches, smoke testing will be delayed for a minimum of one calendar day.

33 01 30.74.04.04 Performing Smoke Testing

1. Testing shall consist of a central manhole, where the blower will be positioned, and an upstream and downstream manhole and the pipe between them. Inspection lengths shall not exceed 1,000 linear feet with a single blower.
2. Recording observations will not begin until a smoke plume is visible emanating from the plumbing vents of houses that are located the farthest away from the smoke testing machine.
3. The Contractor shall provide, install and remove temporary plugs, sandbags, or flow barriers as required to contain an adequate volume of smoke within the section of pipe being tested, or to limit the extent of pipe subjected to pressurized smoke. The Contractor shall monitor the resulting surcharged pipe at the manhole/structure upstream of the pipe section that is being tested and prevent overflow conditions from occurring by removing the flow barriers.
4. Any sanitary sewer overflow or basement backup that is caused by the Contractor's Work shall be immediately reported to the County and cleaned up by the Contractor at no cost to the County, as required in these specifications.
5. Prior to placing any smoke into a manhole/structure, the Contractor shall evacuate the system with a blower to ensure that any collection of explosive gas and any odor that may be introduced into the adjacent properties have been dispersed prior to pressurizing the pipe with smoke. Removing the covers of all manholes/structures in the run, then

placing a vacuum on the manhole where the blower is located, or, then blowing air into the manhole may accomplish evacuation.

6. Recorded observations shall be referenced and dimensioned to permanent landmarks or house or lot numbers.

33 01 30.74.04.05 Smoke/Dye Test Summary Sheet and Observations

1. The Contractor shall complete a smoke/dye test summary sheet for each location where a smoke test observation is recorded. Below is a copy of the County's standard smoke/dye test summary sheet.

Baltimore County Smoke/Dye Test Summary Sheet													
DATE: _____				SSA: _____									
FACILITY ID	LEAK NO.	ADDRESS	DERCIENCY CODE	TRIB AREA (length width in ft)		PONDING Y/N	PLUMBING INS	IN-HOUSE REPAIR	DYE TEST Y/N	WO #	PIC L Y/N	PIC Z Y/N	CCTV Y/N

Comments:

Smoke Defect Codes

Cleanout Cap		Sidewalk	
Sunken/Funneling	CO1	Smoke along Edge	SWE
Broken Nut	CO2	Sinking	SWS
Not Located	CO3	Cracked	FH
Under Ground	CO4	Undetermined	
Missing	CO5		
Drains		Stand Pipe	
Foundation	FD	Crooked/Offset	SP1
Driveway	DD	Pipe	SP2
Basement	BD	Ferrule	SP3
Fire Hydrant		Storm Drain	
Upright Pipe	FH	Inlet	SDI
		Manhole	SMH
House		Valve Vaults	
Down Spouts	DS	Water Valve Vault	WVC
Window Well	WW	Surrounding Water Vault	WVA
Sump Pump	SP	Gas Vault Cover	GVC
		Surrounding Gas Vault	GVA
House Lateral		Sewer MH	
Main - C/O	HL1	Loose Cover	MHC
C/O - House	HL2	Shifted Frame	MHF
		Surrounding Area	MHA
Main Line			
Between Manholes	ML		

Site Sketch:

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2. For smoke/dye test observations, the Contractor shall provide a site sketch showing:
 - a. Location of the observation with a minimum of three dimensions relative to a permanent structure or marker (i.e. cross streets/building address)
 - b. Approximate limits of area tributary to the observation and measurements of the tributary area
3. For smoke/dye test defects, the Contractor shall provide a photograph showing
 - a. Location of observation showing a permanent structure in the background
 - b. A minimum of one photograph showing the observation

33 01 30.74.04.06 Performing Dyed Water Test

1. The Contractor is responsible for notifying the property owner when access onto private property is required.
2. The Contractor is responsible for obtaining and transporting water to be used for the dyed water test. The cost to obtain and transport the water is considered incidental to the Work.
3. The Contractor shall wait a minimum of 15 minutes from the time the dyed water was introduced into the system before recording that the test was positive or negative.
4. Any sanitary sewer overflow or basement backup that is caused by the Contractor's Work shall be immediately reported to the County and cleaned up by the Contractor at no cost to the County, as required in these specifications.
5. In the event CCTV inspection work is required, CCTV inspections work shall be completed in accordance with Section 33 01 30.16, Pipeline Inspection and paid in accordance with Miscellaneous CCTV Inspection.

33 01 30.74.04.07 Dyed Water Test Summary Sheet and Observations

1. The Contractor shall complete a smoke/dye test summary sheet for each dye test.
2. For each dye test the Contractor shall record the following photographs:
 - a. Landscape photograph of manhole location. The photograph must also show a placard with the test header information. Background features must be shown so that the test location can be found in the future.
 - b. Zoom image of manhole showing a positive or negative test result. For positive test results, the photograph must show the location where the dyed water is entering the manhole/structure or pipe.
3. The CCTV video inspection shall clearly show the location where the dyed water is entering the manhole/structure or pipe.

33 01 30.74.04.08 Performing Dyed Water Flood

1. The Contractor is responsible for notifying the property owner when access onto private property is required to perform the test.
2. The Contractor is responsible for obtaining and transporting water to be used for the dyed water flood. The cost to obtain and transport the water is considered incidental to the Work.
3. The storm drain or observed defect shall be filled with a minimum of 6 inches of standing water for a minimum of 15 minutes. The flood test

shall be considered negative if no dyed water is observed after the storm drain or defect has been flooded for 15-minutes.

4. CCTV inspection work, including pre-inspection light cleaning, for dyed water floods is considered incidental to the Work and shall be completed in accordance with Section 33 01 30.16, Pipeline Inspection.
5. The Contractor is responsible for furnishing and installing temporary inflatable plugs, sandbags or other flow restrictors or baffles to isolate the storm drain pipe or observed defect that is being tested. The Contractor is responsible for completely removing all plugs, sandbags or flow restrictors. The Contractor shall immediately notify the Bureau of Utilities Emergency Sewer Services (410-887-7415) if a plugging device is flushed into the storm drain system.
6. Any sanitary sewer overflow or basement backup that is caused by the Contractor's Work shall be immediately reported to the County and cleaned up by the Contractor at no cost to the County, as required in these specifications

33 01 30.74.04.09 Quality Assurance Review

1. All submitted testing data will be subject to the County's Quality Assurance review.
2. The Contractor shall revise and resubmit to the County all test work that has not passed the County's QA review at no additional cost to the County. The County shall not pay for any mobilization or re-mobilization fee associated with revising test work including recording new CCT video inspections
3. Smoke and/or dyed water tests/floods may be rejected for any of the following reasons:
 - a. Missing smoke/dye test summary table and/or sketch
 - b. Missing landscape and zoom image for each observation/defect recorded on the smoke/dye test summary table
 - c. Missing CCTV inspection database, if applicable
 - d. Poor photograph quality
 - e. Poor video quality

Following are examples of acceptable smoke test photographs:



Example Smoke Test
Picture (Landscape)



Example Smoke Test
Picture 2 (Zoom)



Example Dyed Water Test/Flood
Video



Example Dyed Water Test/Flood
.Video (Zoom)

33 01 30.73.05

MEASUREMENT AND PAYMENT

Measurement for Smoke Testing shall be on the basis of per linear feet of pipe tested as measured from the center of the beginning and ending manholes along the centerline of the test pipe. Payment for smoke testing shall be per linear foot tested and QA-approved and shall include all mobilization, travel

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time, coordination with County personnel, printing and distributing notification flyers, traffic control on County roads (excluding road closures), confined space entry, locating and accessing manholes/structures, coordination with property owners, recording photographs, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work.

It is anticipated that smoke testing Work Orders will be assigned in a single County sewershed; therefore, Work for multiple pipe smoke testing will be located within a limited geographic area. The County will not pay for any mobilization costs associated with smoke testing Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per smoke testing Work Order when pipe smoke testing Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Dyed Water Test shall be on the basis of each dyed water test completed. Payment for dyed water test shall be per each dyed water test completed and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, locating and accessing manholes/structures, coordination with property owners, pictures, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work.

It is anticipated that dyed water test Work Orders will be assigned in a single County sewershed; therefore, Work for multiple dyed water tests will be located within a limited geographic area. The County will not pay for any mobilization costs associated with dyed water test Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per dyed water test Work Order when dyed water test Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

Measurement for Dyed Water Flood shall be on the basis of each dyed water flood completed. Payment for dyed water flood shall be per each dyed water flood completed and QA-approved and shall include all mobilization, travel time, coordination with County personnel, traffic control on County roads (excluding road closures), confined space entry, pre-inspection light cleaning, CCTV inspection, locating and accessing manholes/structures, flow control up to 1 MGD, coordination with property owners, recording photographs, videos, data, data submissions/resubmissions, data corrections and all other Work not included under other items, necessary to complete the Work.

It is anticipated that dyed water flood Work Orders will be assigned in a single County sewershed; therefore, Work for multiple dyed water floods will be located within a limited geographic area. The County will not pay for any mobilization costs associated with dyed water flood Work Orders that are located in a single County sewershed. The County will pay a single lump sum mobilization payment per dyed water flood Work Order when dyed water flood Work is located in multiple County sewersheds. Payment for mobilization shall be made at the lump sum cost included in the schedule of prices.

END OF SECTION

33 01 30.80 FLOW CONTROL

33 01 30.80.01 DESCRIPTION

The Work covered by this section consists of furnishing all labor, materials, equipment and supplies to control of wastewater or stormwater flow. The Contractor shall provide all pumps, piping and other equipment necessary to accomplish bypass pumping; perform all construction; obtain all permits; pay all costs; and perform complete restoration of all existing facilities and areas disturbed to conditions equal to or better than pre-construction conditions and to the satisfaction of the County. Flow control and routing methods shall be subject to review by the County prior to commencing Work.

33 01 30.80.01.01 Reference

All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

Any Contractor representative who makes a decision regarding the control of flow or makes the adjustments that control flow shall be a licensed wastewater operator as defined and certified by the Maryland Board of Waterworks and Waste Systems.

33 01 30.80.01.02 General

1. Violations from sewage spills resulting from the Contractor's Work shall be the sole responsibility of the Contractor and shall be reported to the Baltimore County Bureau of Utilities dispatch. In addition to contacting the Bureau of Utilities dispatch, the Contractor shall complete and submit to the County the following reports, as appropriate:
 - a. Basement - Sewage Backup Report
 - b. Sewage Overflow Report
2. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
3. The Contractor shall be responsible to notify customers where that service will be disturbed by a temporary bypass system. The Contractor shall advise the customers by written notice that service will be interrupted. Service shall promptly be restored and will not be shut off for extended periods of time.

33 01 30.80.01.03 Submittals.

Prior to mobilizing to the Work Area the Contractor shall submit to the County a detailed plan and description outlining all provisions and precautions that the Contractor shall take regarding the handling of the anticipated flows. The Work includes, but is not limited to, plugging, bypass pumping or trucking as deemed appropriate for the Work performed. The plan must be specific and complete, and shall include, but not be limited to, the following details:

1. Schedule for installation and maintenance of bypass pumping system.

2. Staging areas for pumps and Work Area access point(s) to bypass pumping locations. Contractor shall indicate locations on a Work Order Map.
3. Bypass pump sizes, including calculations to validate size selected, capacity, number of each size to be on Work Area, and power requirements.
4. Road crossing details, where applicable.
5. Sewer plugging methods, type of plugs, and bypass time duration for each pipe. Plugging or blocking of the flow shall only be allowed when the Contractor can demonstrate that the upstream collection system can accommodate the surcharging without any adverse impact.
6. Size, number, length, material, location and method of installation for suction and discharge piping.
7. Sections showing suction and discharge pipe depth.
8. Method of noise control for each pump and/or generator.
9. Standby power generator size and location.
10. Downstream discharging plan.
11. Methods of protecting discharge manholes or structures from erosion and damage.
12. Restraining lengths for piping. Thrust blocks will not be allowed as a method of restraint for bypass pumping systems.
13. Temporary pipe supports and anchoring required.
14. Location of fuel tank(s) and other potential contaminants.
15. Reliability methods including float switches, visual and audible alarms, and pump controls.
16. Procedures to monitor upstream mains for backup impacts.
17. Emergency plan detailing procedures to be followed in event of pump failures, sewer overflows, service backups, and pipe spillage. The Contractor shall maintain a copy of this emergency plan on Work Area for the duration of the project.

33 01 30.80.02 MATERIALS/EQUIPMENT

33 01 30.80.02.01 General

1. The Contractor shall provide the necessary operating controls for each pump.
2. Pumps shall be fully automatic, self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps shall also be electric or diesel powered and constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
3. The Contractor shall provide either bypass redundancy for the largest pump or a minimum of 50% pump capacity of the total required flow within the system, whichever is greater with respect to flow volume. The intent of the redundant pump capacity is to ensure adequate back-up pumps are immediately available to the system. Back-up pumps shall be on-line, isolated from the primary system by a valve. The Contractor shall keep and maintain spare parts for pumps and piping within the Work Area and maintain adequate hoisting equipment and accessories on site for each pump.

4. All discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Only materials that withstand pressures greater than the peak bypass system pressures may be used. All materials shall be suitable for contact with domestic sanitary sewage. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the County. The bypass pumping system shall be 100% watertight.
5. All bypassed flows must be discharged to the originated collection system.

33 01 30.80.03 CONSTRUCTION REQUIREMENTS

33 01 30.80.03.01 Preparation

1. The Contractor is responsible for locating any existing utilities in the area where the Contractor selects to locate the bypass pipelines. The Contractor shall locate the bypass pipelines to minimize any disturbance to existing utilities and shall obtain approval of the pipeline locations from the County. All cost associated with relocating utilities and obtaining all approvals shall be paid by the Contractor.
2. When working inside a manhole the Contractor shall exercise caution and comply with OSHA requirements when working in the presence of sewer gases, combustible or oxygen-deficient atmospheres, and confined spaces.
3. The Contractor is responsible for obtaining any approvals for placements of the temporary pipeline within public ways from the Maryland Department of Transportation and Baltimore County.
4. The Contractor is responsible for transport, delivery, handling, and storing pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following the manufacturer's recommendations.
5. The Contractor shall inspect all material and equipment for proper operation before initiating Work.
6. Material found to be defective or damaged due to the manufacturer or shipment shall be repaired or replaced, as recommended by the manufacturer, at no cost to the County.
7. The Contractor shall remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures as required to provide adequate suction conduit.

33 01 30.80.03.02 Plugging and Blocking

1. A pipe plug shall be inserted into the line upstream of the pipe being inspected. The plug shall be so designed that all or any portion or the upstream flow can be released. During the inspection work, the flow through the pipe shall be reduced to within the maximum limits stated

above. After the Work has been completed, the flow shall be restored to normal.

2. The Contractor shall be responsible for furnishing the necessary labor and supervision to install the plug, set up and operate the pumping and bypassing system and remove the plug upon completion of the by-pass operation.

33 01 30.80.03.03 Pumping and Bypassing

1. Pumps and equipment shall be continuously monitored by the Contractor during the periods that pumping and bypassing are required. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
2. The Contractor shall select pumping/bypassing equipment that will not have excessive noise levels from pumping/bypassing equipment and shall be restricted to a maximum of sixty-nine (69 dB) at a distance of 30-feet.

33 01 30.80.03.04 Flow Control Precautions

1. When flow in a pipe is plugged, blocked or bypassed by the Contractor, he shall take sufficient precautions to protect public health and to protect the pipe from damage that might result from surcharging. Further, the Contractor shall take precautions to insure that flow control operations do not cause flooding or damage to public or private property being served by the pipe involved. The Contractor shall be responsible for all mitigation, cleanup and damages resulting from his flow control operations.
2. When flow in a pipe is plugged or blocked by the Contractor, he shall monitor the conditions upstream of the plug and shall be prepared to immediately start bypass pumping, if needed. No liquid or solid matter shall be allowed to be discharged, stored or deposited on the ground, swale, road, stormwater drainage system or open environment. The Contractor shall protect all pumps, conduit and other equipment used for bypass from traffic, vandalism, or other possible sources of damage.

33 01 30.80.04 MEASUREMENT AND PAYMENT

Payment for flow Control under 1 MGD shall not be measured. Flow control equal to or less than 1 MGD will be considered incidental to the Work.

Measurement for Ancillary Flow Control, in excess of 1 MGD shall be on the basis of per day of flow bypassed, per pump size. Payment for ancillary flow control, in excess of 1 MGD shall be per day of flow bypassed and shall include all labor, materials, equipment, tools and incidentals for mobilization, traffic control on County roads (excluding road closures) pump setup, furnishing, inserting and removing pipe plugs, pumping flows, monitoring water levels, furnishing, installing, maintaining and removing bypass/diversion piping, trenching, plating for diversion piping, backfill, compaction, placing temporary pavement, confined space entry, locating and accessing manhole/structures, coordination with property owners, development of the flow control and bypassing plan, setup, pumps, piping, gasoline/diesel fuel, maintenance, transportation and storage, Work area cleanup,

submittals/resubmittals and all other Work not included under other items,
necessary to complete the Work.

END OF SECTION

SECTION 1-A

CONTRACTOR QUALIFICATION INSTRUCTIONS

1. List five (5) projects of reasonably similar nature to this Contract that have been completed within the past 5 years. Provide owner name, address and contact information for each project. Cumulatively, the projects must meet the following criteria:
 - Minimum gravity pipe cleaning and CCTV experience 8 to 24-inch diameters – 800,000 LF. A minimum of 600,000 LF of the inspection work must be inspection of gravity sewers.
 - Minimum gravity pipe cleaning and CCTV experience 24 to 72 inch diameters – 200,000 LF. A minimum of 150,000 LF of the inspection work must be inspection of gravity sewers.
 - Minimum heavy cleaning 24 to 72 inch diameter gravity lines – 50,000 LF.
 - Minimum CCTV/sonar inspection – 50,000LF. CCTV/sonar inspection is defined as any combination of CCTV and sonar inspections that is performed simultaneously.
2. Key personnel must be experienced and trained. Submit a list of the expected staff, with qualifications, and location of the office from which the Work will be performed. They must have the following credentials:
 - Project Manager with a minimum of 10 years of wastewater and/or stormwater inspection experience.
 - Staff with GIS, PACP-compliant database management, wastewater and/or stormwater inspection quality assurance review expertise.
 - Field personnel with PACP, MACP, LACP and OSHA Confined-Space Entry certification.

CONTRACTOR QUALIFICATIONS

CONTRACTOR POINT OF CONTACT

NAME OF FIRM:

NAME AND TITLE:

TELEPHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

PROPOSED TEAM

(Complete this section for the prime Contractor and all key subContractors.)

Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this Contract. List the prime Contractor or joint venture partners first. The named subContractors must be used; the contracting officer must approve any change. Attach an additional sheet in the same format as Section C if needed.

9a. PRIME NAME:

9a. JOINT-VENTURE PARTNER NAME:

9a. SUBCONTRACTOR 1 NAME:

10a. SUBCONTRACTOR 1 ADDRESS

11a. SUBCONTRACTOR 1 ROLE IN THIS CONTRACT

9b. SUBCONTRACTOR 2 NAME:

10b. SUBCONTRACTOR 2 ADDRESS

11b. SUBCONTRACTOR 2 ROLE IN THIS CONTRACT

9c. SUBCONTRACTOR 3 NAME:

10c. SUBCONTRACTOR 3 ADDRESS

11c. SUBCONTRACTOR 3 ROLE IN THIS CONTRACT

C. ORGANIZATIONAL CHART OF PROPOSED TEAM *(Attached; check here)*

D. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present 5 projects. Complete one page for each project. Projects must meet minimum criteria listed in instructions)

EXAMPLE PROJECT KEY NUMBER 1:

TITLE AND LOCATION *(City and State)*:

PROJECT OWNER'S INFORMATION - PROJECT OWNER:

PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME

PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER & EMAIL:

YEAR STARTED & COMPLETED:

INITIAL & FINAL CONTRACT COST:

NUMBER OF CLAIMS FILED & VALUE:

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, cost, pipe inspection technology used, CCTV software, cleaning methods used, flow control methods used and off-road equipment used)*:

**D. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
CONTINUATION

EXAMPLE PROJECT KEY NUMBER 2:

TITLE AND LOCATION (*City and State*):

PROJECT OWNER'S INFORMATION - PROJECT OWNER:

PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME

PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER & EMAIL:

YEAR STARTED & COMPLETED:

INITIAL & FINAL CONTRACT COST:

NUMBER OF CLAIMS FILED & VALUE:

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, cost, pipe inspection technology used, CCTV software, cleaning methods used, flow control methods used and off-road equipment used*):

**D. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
CONTINUATION

EXAMPLE PROJECT KEY NUMBER 3:

TITLE AND LOCATION (*City and State*):

PROJECT OWNER'S INFORMATION - PROJECT OWNER:

PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME

PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER & EMAIL:

YEAR STARTED & COMPLETED:

INITIAL & FINAL CONTRACT COST:

NUMBER OF CLAIMS FILED & VALUE:

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, cost, pipe inspection technology used, CCTV software, cleaning methods used, flow control methods used and off-road equipment used*):

**D. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
CONTINUATION

EXAMPLE PROJECT KEY NUMBER 4:

TITLE AND LOCATION (*City and State*):

PROJECT OWNER'S INFORMATION - PROJECT OWNER:

PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME

PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER & EMAIL:

YEAR STARTED & COMPLETED:

INITIAL & FINAL CONTRACT COST:

NUMBER OF CLAIMS FILED & VALUE:

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, cost, pipe inspection technology used, CCTV software, cleaning methods used, flow control methods used and off-road equipment used*):

**D. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S
QUALIFICATIONS FOR THIS CONTRACT**
CONTINUATION

EXAMPLE PROJECT KEY NUMBER 5:

TITLE AND LOCATION (*City and State*):

PROJECT OWNER'S INFORMATION - PROJECT OWNER:

PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME

PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER & EMAIL:

YEAR STARTED & COMPLETED:

INITIAL & FINAL CONTRACT COST:

NUMBER OF CLAIMS FILED & VALUE:

BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, cost, pipe inspection technology used, CCTV software, cleaning methods used, flow control methods used and off-road equipment used*):

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

NAME:

ROLE IN THIS CONTRACT:

YEARS EXPERIENCE – TOTAL:

YEARS EXPERIENCE - WITH CURRENT FIRM:

YEARS EXPERIENCE IN THIS ROLE:

62a. RELEVANT PROJECT - TITLE AND LOCATION (*City and State*):

62b. RELEVANT PROJECT - YEAR COMPLETED:

62c. RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

62d. RELEVANT PROJECT - BRIEF DESCRIPTION (*Brief scope, size, cost etc. or if one of your Example Projects, write Example Project Key Number here ____*) AND SPECIFIC ROLE:

63a. RELEVANT PROJECT - TITLE AND LOCATION (*City and State*):

63b. RELEVANT PROJECT - YEAR COMPLETED:

63c. RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

63d. RELEVANT PROJECT - BRIEF DESCRIPTION (*Brief scope, size, cost etc. or if one of your Example Projects, write Example Project Key Number here ____*) AND SPECIFIC ROLE:

64a. RELEVANT PROJECT - TITLE AND LOCATION (*City and State*):

64b. RELEVANT PROJECT - YEAR COMPLETED:

64c. RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

64d. RELEVANT PROJECT - BRIEF DESCRIPTION (*Brief scope, size, cost etc. or if one of your Example Projects, write Example Project Key Number here ____*) AND SPECIFIC ROLE:

65a. RELEVANT PROJECT - TITLE AND LOCATION (*City and State*):

65b. RELEVANT PROJECT - YEAR COMPLETED:

65c. RELEVANT PROJECT - BRIEF DESCRIPTION - Check here if project performed with current firm:

65d. RELEVANT PROJECT - BRIEF DESCRIPTION (*Brief scope, size, cost etc. or if one of your Example Projects, write Example Project Key Number here ____*) AND SPECIFIC ROLE:

G. SUPPLEMENTAL INFORMATION

(Underline or circle correct answer. If yes, explain in detail using supplemental sheets if necessary)

Has Contractor or any team member ever failed to complete a project within the past ten (10) years? YES or NO

Does Contractor have a written Quality Control/Quality Assurance Program? YES or NO If yes, provide an outline.

Will all team members and subContractors be contractually required to adhere the prime Contractor's Quality Control/Quality Assurance Program? YES or NO

Does the Contractor have a written Safety Plan? YES or NO If yes, provide an outline.

Will all team members and subContractors be contractually required to adhere the prime Contractor's Safety Plan? YES or NO

Firm Names (Prime & subContractors)	Experience Modification Rate (EMR)		
	2015	2014	2013

Has the Contractor received an environmental notice of non-compliance during the past 5 years? YES or NO If yes, explain in detail.

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE CONTRACT
Due Date: 9/8/16 Time: 3:00 P.M.
BID/PROPOSAL SIGNATURE COVER PAGE

SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID / REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

TAX ID NUMBER (FIN/SS#) _____ EMAIL: _____

Is your firm in compliance with all applicable laws and regulations relating to the employment of illegal aliens?
If YES, check here _____

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.

BID DEPOSIT REQUIRED: Accompanying this bid is a Certified Bid Deposit Check or Bid Bond in the amount of \$_____ payable to Baltimore County, Maryland.

_____ We wish to submit a "NO BID" at this time.

_____ We do not offer this commodity/service.

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached.

Payment Terms: _____ Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

Delivery shall be made within _____ calendar days after receipt of order.

F.O.B. Destination (unless otherwise stated herein).

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

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BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 1 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	COMMODITY CODE: 913-81 Mobilization for Dispersed Work Areas, as per specifications	3	Each	\$ _____	\$ _____
2	COMMODITY CODE: 913-81 CMMS Data Entry, as per Specifications	264	Day	\$ _____	\$ _____
3	COMMODITY CODE: 913-81 Arrow Panel, as per specifications	5	Day	\$ _____	\$ _____
4	COMMODITY CODE: 913-81 Temporary Traffic Signs, as per specifications	480	SqFt	\$ _____	\$ _____
5	COMMODITY CODE: 913-81 Flagger, State Certified, as per specifications	40	Hour	\$ _____	\$ _____
6	COMMODITY CODE: 913-81 Traffic Cones, price per set-up, as per specifications	10	Each	\$ _____	\$ _____
7	COMMODITY CODE: 913-81 Plastic Drums, per set-up, as per specifications	10	Each	\$ _____	\$ _____
8	COMMODITY CODE: 913-81 Precast Temporary Concrete Traffic Barrier for MOT, as per specifications	10	Each	\$ _____	\$ _____
9	COMMODITY CODE: 913-81 Crew Chief, Contingent, on approval of the Engineer only for T&M tasks, as per specifications	40	Hour	\$ _____	\$ _____
10	COMMODITY CODE: 913-81 Skilled Laborer, Contingent, on approval of the Engineer only, for T&M tasks, as per specifications	40	Hour	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 2 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
11	COMMODITY CODE: 913-81 Unskilled Laborer, Contingent, on approval of the Engineer only, for T&M tasks, as per specifications	40	Hour	\$ _____	\$ _____
12	COMMODITY CODE: 913-81 Pay Differential, as per specifications	1	Mult.	\$1. _____	\$ _____
13	COMMODITY CODE: 913-81 Manhole/Structure Inspection, as per specifications	1340	Each	\$ _____	\$ _____
14	COMMODITY CODE: 913-81 Manhole/Structure GPS Survey, as per specifications	1340	Each	\$ _____	\$ _____
15	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications	340000	LnFt	\$ _____	\$ _____
16	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications	26200	LnFt	\$ _____	\$ _____
17	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications	3600	LnFt	\$ _____	\$ _____
18	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
19	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
20	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____

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BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 3 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
21	COMMODITY CODE: 913-81 CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications	78000	LnFt	\$ _____	\$ _____
22	COMMODITY CODE: 913-81 CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications	33800	LnFt	\$ _____	\$ _____
23	COMMODITY CODE: 913-81 CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications	3400	LnFt	\$ _____	\$ _____
24	COMMODITY CODE: 913-81 CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	600	LnFt	\$ _____	\$ _____
25	COMMODITY CODE: 913-81 CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	180	LnFt	\$ _____	\$ _____
26	COMMODITY CODE: 913-81 CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications	60	LnFt	\$ _____	\$ _____
27	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
28	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
29	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____

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BALTIMORE COUNTY, MARYLAND
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ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 4 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
30	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
31	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
32	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
33	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
34	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
35	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
36	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
37	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	80	Hour	\$ _____	\$ _____
38	COMMODITY CODE: 913-81 Miscellaneous CCTV Inspection, Off-Road, 55 Inch & Larger, as per specifications	80	Hour	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
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PRICE SHEET PAGE 5 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
39	COMMODITY CODE: 913-81 Miscellaneous Lateral Inspection, as per specifications	100	Each	\$ _____	\$ _____
40	COMMODITY CODE: 913-81 Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications	3600	LnFt	\$ _____	\$ _____
41	COMMODITY CODE: 913-81 Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications	100	LnFt	\$ _____	\$ _____
42	COMMODITY CODE: 913-81 Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications	40	LnFt	\$ _____	\$ _____
43	COMMODITY CODE: 913-81 Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
44	COMMODITY CODE: 913-81 Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications	3400	LnFt	\$ _____	\$ _____
45	COMMODITY CODE: 913-81 Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	600	LnFt	\$ _____	\$ _____
46	COMMODITY CODE: 913-81 Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	180	LnFt	\$ _____	\$ _____
47	COMMODITY CODE: 913-81 Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications	60	LnFt	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
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PRICE SHEET PAGE 6 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
48	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications	3600	LnFt	\$ _____	\$ _____
49	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications	100	LnFt	\$ _____	\$ _____
50	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications	40	LnFt	\$ _____	\$ _____
51	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
52	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications	3400	LnFt	\$ _____	\$ _____
53	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	600	LnFt	\$ _____	\$ _____
54	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	180	LnFt	\$ _____	\$ _____
55	COMMODITY CODE: 913-81 CCTV/Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications	60	LnFt	\$ _____	\$ _____
56	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 8- 10 Inch Diameter Pipe, as per specifications	48400	LnFt	\$ _____	\$ _____

**BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.**

PRICE SHEET PAGE 7 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
57	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications	4000	LnFt	\$ _____	\$ _____
58	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications	600	LnFt	\$ _____	\$ _____
59	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications	20	LnFt	\$ _____	\$ _____
60	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications	20	LnFt	\$ _____	\$ _____
61	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
62	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications	11800	LnFt	\$ _____	\$ _____
63	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications	5200	LnFt	\$ _____	\$ _____
64	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications	600	LnFt	\$ _____	\$ _____
65	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____

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BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 8 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
66	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	200	LnFt	\$ _____	\$ _____
67	COMMODITY CODE: 913-81 Pipe Heavy Cleaning, Off-Road, 55 Inch and Larger Diameter, as per specifications	200	LnFt	\$ _____	\$ _____
68	COMMODITY CODE: 913-81 Manhole/Structure Cleaning, On-Road, as per specifications	80	Each	\$ _____	\$ _____
69	COMMODITY CODE: 913-81 Manhole/Structure Cleaning, Off-Road, as per specifications	80	Each	\$ _____	\$ _____
70	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 8-10 Inch Diameter Pipe, as per specifications	200	Hour	\$ _____	\$ _____
71	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
72	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
73	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
74	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
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PRICE SHEET PAGE 9 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
75	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
76	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications	60	Hour	\$ _____	\$ _____
77	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications	40	Hour	\$ _____	\$ _____
78	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
79	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
80	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
81	COMMODITY CODE: 913-81 Pipe Specialty Cleaning, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications	20	Hour	\$ _____	\$ _____
82	COMMODITY CODE: 913-81 Smoke Testing, as per specifications	10000	LnFt	\$ _____	\$ _____
83	COMMODITY CODE: 913-81 Dyed Water Test, as per specifications	10	Each	\$ _____	\$ _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR BID NO. B-1051
ON-CALL UTILITY INSPECTION AND MAINTENANCE
Due Date: 9/8/16, Time: 3:00 P.M.

PRICE SHEET PAGE 10 OF 10		REQUEST FOR BID			
LINE NO.	COMMODITY /SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
84	COMMODITY CODE: 913-81 Dyed Water Flood, as per specifications	3	Each	\$ _____	\$ _____
85	COMMODITY CODE: 913-81 Contingent Ancillary Flow Control, In Excess of 1 MGD, 4-inch Pump, as per specifications	4	Day	\$ _____	\$ _____
86	COMMODITY CODE: 913-81 Contingent Ancillary Flow Control, In Excess of 1 MGD, 6-inch Pump, as per specifications	4	Day	\$ _____	\$ _____
87	COMMODITY CODE: 913-81 Contingent Ancillary Flow Control, In Excess of 1 MGD, 8-inch Pump, as per specifications	4	Day	\$ _____	\$ _____
88	COMMODITY CODE: 913-81 Contingent Ancillary Flow Control, In Excess of 1 MGD, 10-inch Pump, as per specifications	4	Day	\$ _____	\$ _____
89	COMMODITY CODE: 913-81 Contingent Ancillary Flow Control, In Excess of 1 MGD, 12-inch Pump, as per specifications	4	Day	\$ _____	\$ _____
90	COMMODITY CODE: 913-81 ST-RAT Inspection, On and Off-Road, as per specifications	1000	Each	\$ _____	\$ _____
91	COMMODITY CODE: 913-81 Drop Connection Cleaning, On and Off-Road, as per specifications	20	Each	\$ _____	\$ _____
92	COMMODITY CODE: 913-81 Grease Inhibitor Cleaning, On and Off-Road, as per specifications	100000	Each	\$ _____	\$ _____

GRAND TOTAL \$ _____

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance



Document ID: 00003521

Fiscal Year: 2018

Version: 4 Modification

Buyer: Kathy Madary *KM*

Buyer Phone: 410-887-3888

Effective Date: 03/20/17

Expiration Date: 03/19/19

Date Printed: March 14, 2018

Vendor ID: VC0000016242

Mobile Dredging & Video Pipe Inc
Formerly Mobile Dredging & Pumping Co
3100 Bethel Road

Chester PA 19013

APR 23 2018

Document Description: Utility Inspection & Maintenance, On-Call, Term Contract

Approved by County Council: 03-20-2017

Not to Exceed: \$7,401,498.79

Reason for Modification:

Modified Master Agreement to exercise the first of four one-year renewal options from 03/20/2018 to 03/19/2019. Vendor must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All prices, terms and conditions remain the same.

Extended Description:

RFB #B-1051, opened 09/26/16. Incorporating the Baltimore County Solicitation #B-1051 dated 09/26/2016, as amended by Amendments 1, 2, 3, 4, and 5, including, but not limited to, the Bid Response, Procurement Affidavit, Prime Contractor Minority Information form, MBE/WBE documents, and Insurance, as applicable.

This solicitation resulted in two awards, both primary contractors, and the County may award to either contractor as per bid specifications. The total compensation for both contractors together may not exceed \$14,802,997.59 for the entire term of the contract, including all renewal and/or extensions. In the event of non-renewal, cancellation, or default by the other contractor, the compensation paid to this Contractor may not exceed \$14,150,354.23 for the entire term of the contract, including all renewals and/or extensions. For administrative purposes, the Not to Exceed amount for each contractor will be one-half of the maximum compensation allowed for the entire term, including all renewals and/or extensions. Adjustments may be made if needed. Work site locations should be noted on Delivery Orders.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	91381	EA	\$2,000.0000	0.0000	\$0.00
	Mobilization for Dispersed Work Areas, fixed price item, as per specifications				
2	91381	DAY	\$60.0000	0.0000	\$0.00
	CMMS Data Entry, as per specifications				
3	91381	DAY	\$2,000.0000	0.0000	\$0.00
	Arrow Panel, as per specifications				
4	91381	SQFT	\$10.0000	0.0000	\$0.00
	Temporary Traffic Signs, as per specifications				
5	91381	HOURL	\$75.0000	0.0000	\$0.00
	Flagger, State Certified, as per specifications				
6	91381	EACH	\$1,500.0000	0.0000	\$0.00
	Traffic Cones, price per set-up, as per specifications				
7	91381	EACH	\$10.0000	0.0000	\$0.00
	Plastic Drums, per set-up, as per specifications				
8	91381	EACH	\$50.0000	0.0000	\$0.00
	Precast Temporary Concrete Traffic Barrier for MOT, as per specifications				
9	91381	HOURL	\$40.0000	0.0000	\$0.00
	Crew Chief, Contingent. on approval of the Engineer only for T&M tasks, as per specifications				
10	91381	HOURL	\$40.0000	0.0000	\$0.00
	Skilled Laborer, Contingent. on approval of the Engineer only, for T&M tasks, as per specifications				
11	91381	HOURL	\$40.0000	0.0000	\$0.00
	Unskilled Laborer, Contingent. on approval of the Engineer only, for T&M tasks, as per specifications				
12	91381	MULT	\$1.5000	0.0000	\$0.00
	Pay Differential, as per specifications				
13	91381	EA	\$125.0000	0.0000	\$0.00
	Manhole/Structure Inspection, as per specifications				

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	91381	EA	\$25.0000	0.0000	\$0.00
Manhole/Structure GPS Survey, as per specifications					
15	91381	LNFT	\$2.3000	0.0000	\$0.00
CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
16	91381	LNFT	\$3.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
17	91381	LNFT	\$4.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
18	91381	LNFT	\$10.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
19	91381	LNFT	\$20.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
20	91381	LNFT	\$25.0000	0.0000	\$0.00
CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications					
21	91381	LNFT	\$4.9200	0.0000	\$0.00
CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
22	91381	LNFT	\$5.3800	0.0000	\$0.00
CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
23	91381	LNFT	\$6.3300	0.0000	\$0.00
CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
24	91381	LNFT	\$15.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
25	91381	LNFT	\$25.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
26	91381	LNFT	\$40.0000	0.0000	\$0.00
CCTV Inspection, Off-Road, 55 Inch & Larger Diameter Pipe, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
27	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
28	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
29	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
30	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
31	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
32	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, On-Road, 55 Inch & Larger Diameter Pipe, as per specifications					
33	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
34	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
35	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
36	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
37	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
38	91381	HOUR	\$50.0000	0.0000	\$0.00
Miscellaneous CCTV Inspection, Off-Road, 55 Inch & Larger, as per specifications					
39	91381	EA	\$150.0000	0.0000	\$0.00
Miscellaneous Lateral Inspection, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
40	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications					
41	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
42	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
43	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
44	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications					
45	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
46	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
47	91381	LNFT	\$6.5000	0.0000	\$0.00
Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
48	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 18-24 Inch Diameter Pipe, as per specifications					
49	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
50	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
51	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
52	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 18-24 Inch Diameter Pipe, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
53	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
54	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
55	91381	LNFT	\$6.5000	0.0000	\$0.00
CCTV/Sonar Inspection, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
56	91381	LNFT	\$1.2500	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
57	91381	LNFT	\$3.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
58	91381	LNFT	\$7.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
59	91381	LNFT	\$20.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
60	91381	LNFT	\$25.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
61	91381	LNFT	\$35.0000	0.0000	\$0.00
Pipe Heavy Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
62	91381	LNFT	\$2.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
63	91381	LNFT	\$3.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
64	91381	LNFT	\$20.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					
65	91381	LNFT	\$30.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
66	91381	LNFT	\$40.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
67	91381	LNFT	\$50.0000	0.0000	\$0.00
Pipe Heavy Cleaning, Off-Road, 55 Inch and Larger Diameter, as per specifications					
68	91381	EA	\$85.0000	0.0000	\$0.00
Manhole/Structure Cleaning, On-Road, as per specifications					
69	91381	EA	\$85.0000	0.0000	\$0.00
Manhole/Structure Cleaning, Off-Road, as per specifications					
70	91381	HOURL	\$300.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 8-10 Inch Diameter Pipe, as per specifications					
71	91381	HOURL	\$300.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 11-18 Inch Diameter Pipe, as per specifications					
72	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 19-24 Inch Diameter Pipe, as per specifications					
73	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 25-36 Inch Diameter Pipe, as per specifications					
74	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 37-54 Inch Diameter Pipe, as per specifications					
75	91381	HOURL	\$350.0000	0.0000	\$0.00
Pipe Specialty Cleaning, On-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
76	91381	HOURL	\$450.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 8-10 Inch Diameter Pipe, as per specifications					
77	91381	HOURL	\$450.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 11-18 Inch Diameter Pipe, as per specifications					
78	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 19-24 Inch Diameter Pipe, as per specifications					

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
79	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 25-36 Inch Diameter Pipe, as per specifications					
80	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 37-54 Inch Diameter Pipe, as per specifications					
81	91381	HOURL	\$550.0000	0.0000	\$0.00
Pipe Specialty Cleaning, Off-Road, 55 Inch and Larger Diameter Pipe, as per specifications					
82	91381	LNFT	\$0.5000	0.0000	\$0.00
Smoke Testing, as per specifications					
83	91381	EA	\$325.0000	0.0000	\$0.00
Dyed Water Test, as per specifications					
84	91381	EA	\$1,300.0000	0.0000	\$0.00
Dyed Water Flood, as per specifications					
85	91381	DAY	\$1,350.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 4-inch Pump, as per specifications					
86	91381	DAY	\$2,000.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 6-inch Pump, as per specifications					
87	91381	DAY	\$3,000.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 8-inch Pump, as per specifications					
88	91381	DAY	\$0.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 10-inch Pump, as per specifications					
89	91381	DAY	\$0.0000	0.0000	\$0.00
Contingent Ancillary Flow Control, In Excess of 1 MGD, 12-inch Pump, as per specifications					
90	91381	EA	\$65.0000	0.0000	\$0.00
ST-RAT Inspection, On and Off-Road, as per specifications					
91	91381	EA	\$250.0000	0.0000	\$0.00
Drop Connection Cleaning, On and Off-Road, as per specifications					

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Vendor: VC0000016242

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
92	91381	EA	\$1.2500	0.0000	\$0.00
Grease Inhibitor Cleaning, On and Off-Road, as per specifications					
93	91381		\$0.0000	0.0000	\$0.00
Utility inspection and maintenance, blanket encumbrance line, for purchase of commodity numbers listed on the contract					
94	91381	MULT	\$1.1000	0.0000	\$0.00
Materials, contingency, incorporated in the work, cost x unit price multiplier (overhead and profit), as per specifications					
95	91381	MULT	\$1.0000	0.0000	\$0.00
Equipment rental, Blue Book for Construction, no mark up, as per specifications					
Renewal Period No:	1	Renewal Begin Date:	03/20/18	Renewal End Date:	03/19/19
Renewal Period No:	2	Renewal Begin Date:	03/20/19	Renewal End Date:	03/19/20
Renewal Period No:	3	Renewal Begin Date:	03/20/20	Renewal End Date:	03/19/21
Renewal Period No:	4	Renewal Begin Date:	03/20/21	Renewal End Date:	03/19/22

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
 2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
 3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
 4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
 5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
 6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
 7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
 8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
 9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
 10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
 11. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
 12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
 13. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
 15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
 16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
 17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
 18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the county, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
 20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: *Rosemarie Bralen*

Director of Budget and Finance
or Director's designee

Baltimore County, Maryland

By: *[Signature]*

County Administrative Officer

Reviewed for Legal Sufficiency
(based upon typeset document)

By: *[Signature]*

Baltimore County Office of Law

(approval does not convey approval or disapproval of substantive nature of the transaction)



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Katie Gerbes

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Zoning Variance Request V-12-18: 3701 Kennedy Place

HCC-359-FY18

Recommendation:

I move that the City Council authorize the Mayor to send correspondence to the Prince George's County Board of Zoning Appeals stating the City of Hyattsville's support for Variance Request V-12-18, for a variance of 3 feet front yard depth, 5 feet side yard width, and 13 feet rear yard depth for the dwelling, and a variance of 7 feet front street line setback and a waiver of the rear yard location requirement for an accessory building for the subject property 3701 Kennedy Place, Hyattsville.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[City of Hyattsville Zoning Variance Policy Statement and Variance Process 10 3 11.pdf](#)

[3701 Kennedy Place Plat.pdf](#)

[Variance_Memo_V-12-18_FINAL.docx](#)

Summary Background:

The applicants, Dimas and Karen Rodriguez, have applied to the Prince George's County Board of Zoning Appeals for a zoning variance to allow for a one-story addition and construct a deck on the premises. The applicants are also seeking variances to allow them to continue use of the shed located on their property at 3701 Kennedy Place. See the attached memo for additional details.

Next Steps:

The City Council's position for the subject variance request will be provided to the Prince George's County Board of Zoning Appeals for its consideration prior to its May 23, 2018 hearing.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

The subject property is posted, per the Prince George's County Board of Zoning Appeals requirements.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

N/A

City of Hyattsville Zoning Variance Policy Statement and Variance Process –

The Mayor and Council adopted the following City of Hyattsville Policy and Process for Zoning Variance Requests: City of Hyattsville Zoning Variance Policy Statement:

The City of Hyattsville affirms the role of the Prince George's County Planning Board zoning authority and "the purposes, intent, standards and design criteria set forth in the Zoning Ordinance and appropriate County policies."

The City of Hyattsville affirms the current zoning policy within the City limits and as a matter of policy does not support zoning variances as a normal business practice.

The City's support of a zoning variance ordinarily be granted only after the Mayor and City Council acknowledge that the granting of a variance:

1. remedies a unique situation that zoning did not anticipate;
2. remedies that which creates a significant hardship on the property-owner that can be documented and clearly demonstrated;
3. will result in benefits to the residents and improve the quality of the environment of the City.

Citizens requesting such support shall submit:

1. current plat of site with all existing conditions;
2. photos of all existing site conditions;
3. scale plans and elevations of existing conditions and proposed changes
4. narrative description of the proposed changes, specifics of the zoning variance requirements and an explanation of how the zoning variance request responds to:
 - a. a unique situation that zoning did not anticipate;
 - b. a significant hardship on the property owner
 - c. benefits to the residents and improve the environment of the City

The City shall as a matter of policy provide letters of support for residents to document a "non conforming lot" as part of the normal permitting process for projects complying with all other aspects of zoning regulations, unless the matter at hand is the certification of a non-conforming use on a non-conforming lot. The standard for the support of the certification of a non-conforming use on a non-conforming lot would revert to the instant aforementioned requirements for City support of a zoning variance.

The City will not support variance requests for additional lot coverage when the intention of the request is to add off-street parking on the lot, except in extraordinary circumstances

City of Hyattsville Zoning Variance Process

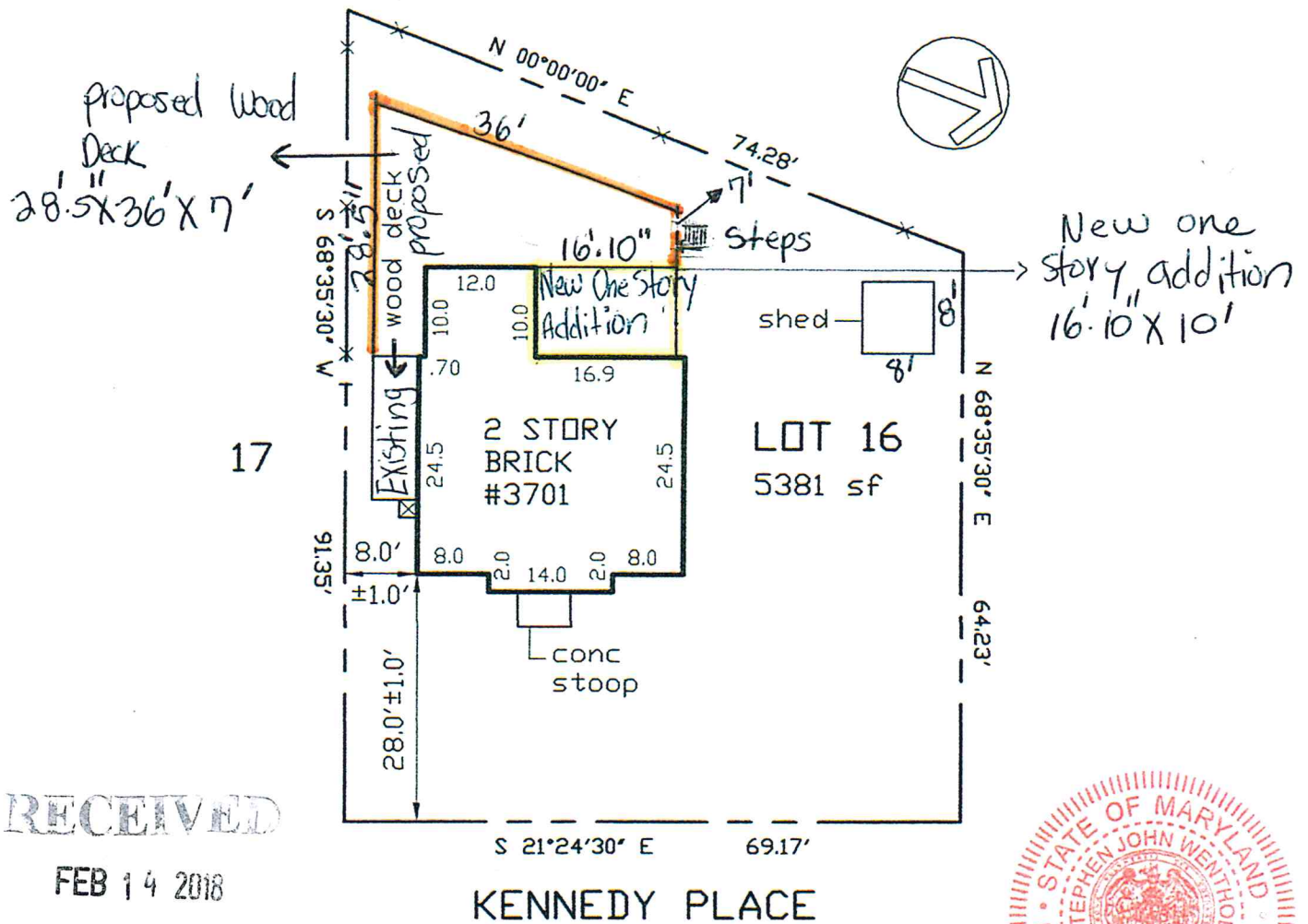
Requests for zoning variances shall be processed by the Office of Code Enforcement and reviewed by the staff for technical issues. The Office of Code Enforcement shall determine if the request complies with all of the requirements of City of Hyattsville Zoning Variance Policy or to document a "non conforming lot". The Supervisor shall then issue a report for the City Administrator citing one of the following "Actions":

- A. The request for the City's support of the zoning variance does not comply with City's policy, Do Not Recommend Approval
- B. The request for the City's support of the zoning variance does comply with City's policy, Recommend Approval - Zoning Variance
- C. The request for the City's support of the zoning variance does comply with City's policy for "non conforming lots", Recommend Approval - Non Conforming Lot

The City Administrator shall review the Office of Code Enforcement Supervisor's Report and determine which of the following actions is applicable and execute accordingly:

- A. Do Not Recommend Approval - The City Administrator shall draft a letter detailing the City's opposition for the proposed request for a zoning variance for the Mayor's consideration and signature. The City letter opposing the proposed request for a zoning variance shall be placed on the Consent Items Agenda for approval by the City Council.
- B. Recommend Approval - Zoning Variance - The City Administrator shall forward the Office of Code Enforcement Supervisor's Report for the proposed request for a zoning variance to the (Planning Committee for review and comment along with any other City staff comments) the Mayor and City Council for action.
- C. Recommend Approval - Non Conforming Lot - The City Administrator shall draft a letter detailing the City's support for the proposed request for a zoning variance for a "non conforming lot" to the Mayor for his review and signature. The City letter supporting the proposed request for a zoning variance shall be placed on the Consent Items Agenda for approval by the City Council.

Adopted by the Mayor and Council on February 13, 2006
Amended by the Mayor and Council on October 3, 2011



RECEIVED

FEB 14 2018

City of Hyattsville

No evidence of property corners was found
Apparent occupation is shown



Date: 1-30-14 Scale: 1" = 20' Drn: R.C.d.
Plat Book: 9
Plat No.: 17 NO TITLE REPORT FURNISHED
Work Order: 14-1031
Address: 3701 KENNEDY PLACE
District: 16
Jurisdiction: PRINCE GEORGES COUNTY, MD

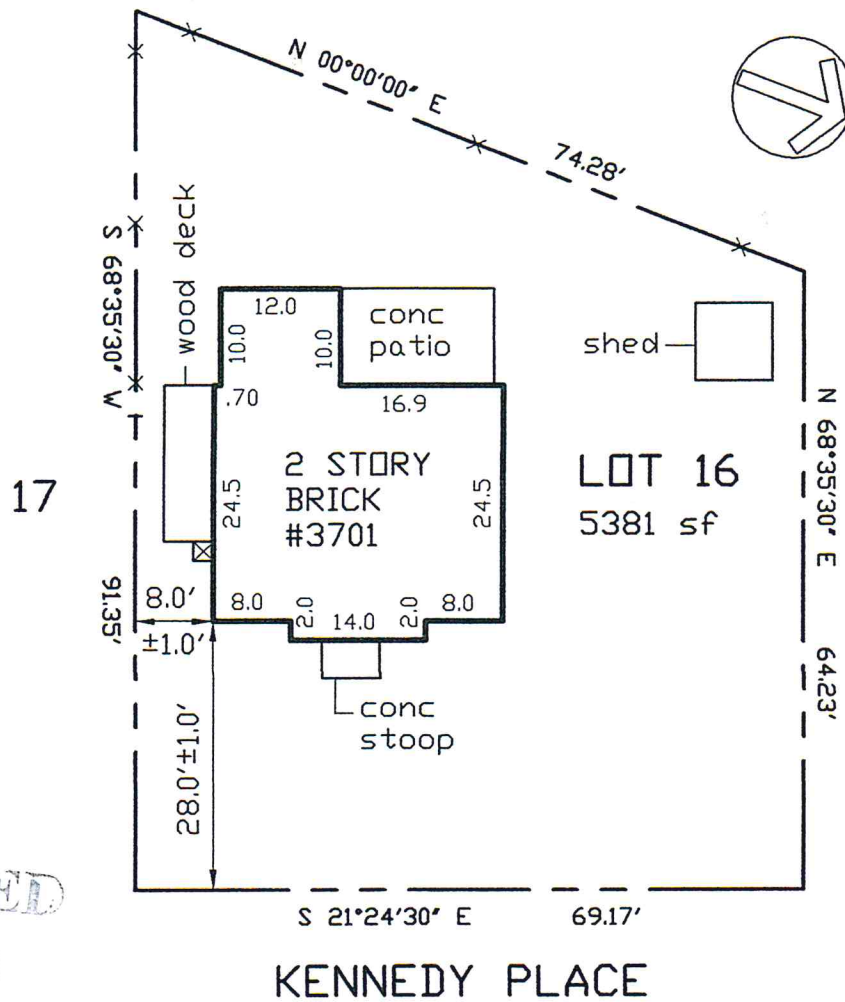
LOCATION DRAWING
LOT 16
BLOCK F
CASTLE MANOR

NOTE: This plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or refinancing. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements. This plat does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or refinancing.

I hereby certify that the survey shown hereon is correct to the best of my knowledge and that, unless noted otherwise, it has been prepared utilizing description of record. This survey is not a boundary survey and the location or existence of property corners is neither guaranteed nor implied. Fence lines, if shown, are approximate in location. Building restriction lines shown are per available information and are subject to the interpretation of the originator.

Stephen John Wenthold

Meridian Surveys, Inc.
PO BOX 549
FREDERICK, MD 21705
(301) 721-9400



RECEIVED

FEB 14 2013

City of Hyattsville

No evidence of property corners was found
Apparent occupation is shown



Date: 1-30-14 Scale: 1" = 20' Drn: R.c.d.
Plat Book: 9
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LOCATION DRAWING
LOT 16
BLOCK F
CASTLE MANOR

NOTE: This plat is of benefit to a consumer only insofar as it is required by a lender or a title insurance company or its agent in connection with contemplated transfer, financing or refinancing. This plat is not to be relied upon for the establishment or location of fences, garages, buildings, or other existing or future improvements. This plat does not provide for the accurate identification of property boundary lines, but such identification may not be required for the transfer of title or securing financing or refinancing.

Surveyor's Certification
My License expires February 10, 2016

I hereby certify that the survey shown hereon is correct to the best of my knowledge and that, unless noted otherwise, it has been prepared utilizing description of record. This survey is not a boundary survey and the location or existence of property corners is neither guaranteed nor implied. Fence lines, if shown, are approximate in location. Building restriction lines shown are per available information and are subject to the interpretation of the originator.

Stephen John Wenthold

Meridian Surveys, Inc.
PO BOX 549
FREDERICK, MD 21705
(301) 721-9400



Memo

To: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development
From: Katie Gerbes, Community Planner
Date: May 11, 2018
Re: Zoning Variance Request V-12-18: 3701 Kennedy Place
Attachments: City of Hyattsville Variance Policy

The purpose of this memorandum is to provide the Director of Community & Economic Development with a briefing on the Zoning Variance request V-12-18, for the property located at 3701 Kennedy Place, Hyattsville.

- The applicant is requesting variances of 3 feet front yard depth, 5-feet side yard width and 13-feet rear yard depth/width for the residential structure;
- The applicant is also requesting a variance of 7 feet front street line setback and a waiver of the rear yard location requirement for an accessory structure (shed);
- Staff are supportive of both variance requests

Summary of Variance Conditions

The applicants, Dimas and Karen Rodriguez, have applied to the Prince George's County Board of Zoning Appeals for a zoning variance to allow for a one-story addition and construct a deck on the premises. The addition has already been constructed, though not habituated, so the applicants are seeking retroactive approval for its construction. The Board of Zoning Appeals is also considering the applicant's request to validate the existing conditions of the site, notably the preexisting shed and side porch.

As constructed, the addition to the residential structure violates the rear yard setback requirements outlined within the Zoning Ordinance. The Zoning Ordinance requires a rear yard setback of at least 20-feet. The applicants are requesting a variance for 13-feet of rear yard depth. The construction of the addition is flush with the current rear of the house, which was constructed before the current Zoning Ordinance and regulations.

The applicants are also seeking approval to expand the rear porch on the residential structure, making it flush with the existing porch. The existing porch violates the Zoning Ordinance requirements for a side yard of at least 8-feet in width. With the existing porch, the side yard is only 3-feet, so the applicants are seeking a variance of 5-feet side yard width.

The shed on the property violates the section of the Zoning Ordinance (27-442(i)) that states that accessory structures shall be in the rear yard and set back 60 feet from the front street line. There is limited space in the rear yard of this property to accommodate such a structure. Additionally, the lot depth of the property on the side of the house with the shed is approximately 65 feet, making it impossible to construct an 8'x8' structure behind the setback of 60 feet. Consequently, the applicants are requesting a waiver of 7 feet front street line setback and a waiver from the rear yard location requirement for an accessory building.

In their written statement, the applicants noted that their growing family has resulted in the need for more space, hence the desire to build an addition onto the home and an expanded outdoor porch. The homeowners have adequately addressed the City's Variance Policy, attached.

Recommendation

Recommend the City Council support of the applicant's variance request. The variance overage for lot coverage is minimal and the accessory structure location is due to the pre-existing geometry of the property. The proposed addition will not adversely affect the surrounding homes or environment.



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Laura Reams

Submitting Department: City Clerk

Item Type: Legislative

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Authorization to join Friend of the Court Brief: Sanctuary Jurisdictions

HCC-349-FY18

Recommendation:

I move that the Mayor and Council formally authorize the City Attorney to join, on behalf of the City, a friend of the Court brief filed in the United States Court of Appeals for the Ninth Circuit contending that it is within the authority of local governments to declare themselves sanctuary jurisdictions and that the federal government does not have the authority to withhold funding on the basis that a local government declares itself to be a sanctuary jurisdiction.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[2018-2-12 80 56 Cities Counties Amicus Brief \(9th Cir 17-17480\).pdf](#)

Summary Background:

A brief of Amicus Curiae (friend of the Court) was filed on February 12, 2018 in City and County of San Francisco v. Donald Trump, et al., Case No. 17-17478 and County of Santa Clara v. Donald Trump, et al., Case No. 17-17480. A copy of the brief is included in the Council packet.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

Complete

Case Nos. 17-17478, 17-17480

**IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

CITY AND COUNTY OF SAN FRANCISCO,	)	
Plaintiff-Appellee,	)	
	)	No. 17-17478
v.	)	
	)	U.S. District Court for Northern
DONALD J. TRUMP, President of	)	California, San Francisco
the United States, et al.,	)	No. 3:17-cv-00485-WHO
Defendants-Appellants.	)	
	)	
COUNTY OF SANTA CLARA,	)	
Plaintiff-Appellee,	)	No. 17-17480
	)	
v.	)	U.S. District Court for Northern
	)	California, San Francisco,
DONALD J. TRUMP, et al.,	)	No. 3:17-cv-00574-WHO
Defendants-Appellants.	)	

**BRIEF OF AMICUS CURIAE 56 CITIES AND COUNTIES
IN SUPPORT OF PLAINTIFFS-APPELLEES**

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*Attorneys for Amicus Curiae City of New Haven and City of New Orleans
Additional Counsel for Amici Curiae Listed in Appendix*

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INTEREST AND IDENTITY OF *AMICI CURIAE*

The following 56 Cities and Counties (“Amici”) file this brief under Rule 29(a) of the Federal Rules of Appellate Procedure:¹

County of Alameda, California
City of Albany, New York
City of Austin, Texas
City of Berkeley, California
City of Cathedral City, California
City of Chelsea, Massachusetts
City of Chicago, Illinois
City of Cincinnati, Ohio
Cook County, Illinois
City of Davis, California
City and County of Denver, Colorado
City of Eugene, Oregon
City of Fremont, California
City of Gary, Indiana
City of Hyattsville, Maryland
City of Ithaca, New York
King County, Washington
City of Lansing, Michigan
City of Lawrence, Massachusetts
County of Los Angeles, California
City of Los Angeles, California
City of Madison, Wisconsin
City of Malibu, California
County of Marin, California
City of Menlo Park, California
City of Minneapolis, Minnesota
County of Monterey, California

¹ The Department of Justice, the City and County of San Francisco, and the County of Santa Clara consented to the filing of this brief. Accordingly, a motion for leave to file is unnecessary. Fed. R. App. P. 29(a)(2). No party or party’s counsel authored this brief in whole or in part, and no party or person contributed money towards its preparation and submission. Fed. R. App. P. 29(a)(4).

City of Morgan Hill, California
Metropolitan Government of Nashville, Tennessee
City of New Haven, Connecticut
City of New Orleans, Louisiana
City of Newark, New Jersey
City of Oakland, California
City of Philadelphia, Pennsylvania
City of Portland, Oregon
Town of Portola Valley, California
Municipality of Princeton, New Jersey
City of Providence, Rhode Island
City of Sacramento, California
City of Saint Paul, Minnesota
City of Salinas, California
Salt Lake City, Utah
City of Santa Ana, California
City of Santa Clara, California
City of Santa Cruz, California
County of Santa Cruz, California
City of Santa Fe, New Mexico
City of Santa Monica, California
City of Seattle, Washington
City of Somerville, Massachusetts
County of Sonoma, California
Travis County, Texas
City of Trenton, New Jersey
City of Tucson, Arizona
City of Union City, New Jersey
City of West Hollywood, California

Amici have an interest in this appeal, which concerns the District Court’s order permanently enjoining Section 9(a) of President Trump’s Executive Order 13768 (the “Executive Order”). President Trump’s threat to use the Executive Order to defund sanctuary jurisdictions is a weapon not only against the City and County of San Francisco (“San Francisco”) and the County of Santa Clara (“Santa

Clara”) but against *all* local governments, including Amici. Moreover, Amici represent the interconnected web of local governments that span our nation. A cut in funding to any jurisdiction results in greater burdens on the services provided by other jurisdictions. Amici therefore have an interest in addressing this Court on the importance of maintaining the nationwide injunction in this case.

Amici also have an interest in maintaining control over a core realm of local governance—the setting of enforcement priorities for local police and sheriff’s departments—consistent with the federalism principles inherent in our Constitution. The Executive Order threatens these basic Constitutional protections in a manner uniform to Amici.

SUMMARY OF ARGUMENT

Amici represent 56 cities and counties from 23 states across the country, home to 29,085,854 residents. Amici’s individual policies regarding 8 U.S.C. § 1373 and/or Immigration and Customs Enforcement (“ICE”) civil detainer requests are diverse. Some Amici consider themselves to be “sanctuaries,” while others do not. But all agree that the Executive Order violates the Constitution. Amici therefore urge this Court to affirm the District Court’s nationwide injunction of the Executive Order.

The nationwide injunction is necessary and appropriate for three reasons. *First*, the District Court has broad discretion to frame the scope of injunctive relief,

and exercised that discretion to enter a nationwide injunction. The District Court’s order is proportional to the constitutional violation and supported by ample precedent. *Second*, Article III does not limit the District Court’s discretion to fashion the scope of injunctive relief, even where that relief benefits parties, like Amici, that are not before the court. *Third*, adequate relief cannot be provided to either Santa Clara or San Francisco without a nationwide injunction, because local governments are interconnected and interdependent.

Amici also write to express the importance of maintaining a nationwide injunction. The Executive Order threatens to usurp Amici’s control over a core realm of local governance—the setting of enforcement priorities for local police and sheriff’s departments. Without the nationwide injunction, the unconstitutional Executive Order could be used as a tool to coerce the nation’s local jurisdictions into becoming de facto agents of the Executive Branch.

For these reasons, as set forth below, Amici respectfully submit that the District Court’s decision should be upheld.

ARGUMENT

I. The Nationwide Injunction Is Necessary and Appropriate

A. Courts have Broad Discretion to Frame Injunctive Relief, and the District Court Exercised that Discretion Properly

Federal courts possess “broad powers and wide discretion to frame the scope of appropriate equitable relief.” *Sec. & Exch. Comm’n v. United Fin Grp., Inc.*,

474 F.2d 354, 358-59 (9th Cir. 1973). This power is not limited by a court’s geographic boundaries. “Once a court has obtained personal jurisdiction over a defendant, the court has the power to enforce the terms of the injunction outside the territorial jurisdiction of the court, including issuing a nationwide injunction.” *United States v. AMC Entm’t, Inc.*, 549 F.3d 760, 770 (9th Cir. 2008). *See also Missouri v. Jenkins*, 515 U.S. 70, 88 (1995) (“[T]he nature of the . . . remedy is to be determined by the nature and scope of the constitutional violation.”) (citation omitted); *Califano v. Yamasaki*, 442 U.S. 682, 702 (1979) (noting that courts should consider “the extent of the violation,” not the “geographical extent” of the plaintiffs, in fashioning appropriate injunctive relief); *Texas v. United States*, 809 F.3d 134, 188 (5th Cir. 2015) (“[Judicial] power is not limited to the district wherein the court sits but extends across the country. It is not beyond the power of a court, in appropriate circumstances, to issue a nationwide injunction.”) *aff’d by an equally divided Court*, 136 S. Ct. 2271 (2016).

As set forth below, the nationwide injunction is an appropriate exercise of the District Court’s discretion.

B. Article III Does Not Limit a Court’s Discretion to Fashion Appropriate Injunctive Relief

The federal government argues that San Francisco and Santa Clara lack Article III standing to seek a nationwide injunction of the Executive Order.² The federal government’s arguments are wrong and are contradicted by binding Supreme Court and Ninth Circuit precedent.

Article III does not require that injunctive relief benefit only the plaintiffs. To the contrary, it is well-settled that when a federal government policy is unlawful on its face, courts can and should enjoin that policy to the benefit of individuals not before the court. *See, e.g., Obergefell v. Hodges*, 135 S. Ct. 2584, 2604-2605 (2015) (affirming injunction restraining state prohibitions on same-sex marriage, in suit brought by individual same-sex couples); *Wisconsin v. Constantineau*, 400 U.S. 433, 439 (1971) (affirming invalidation of state law requiring retailers to post lists of individuals to whom liquor could not be sold, in suit brought by individual whose name appeared on a list); *Earth Island Inst. v.*

² The federal government appears to concede that if the District Court’s construction of the Executive Order is valid—which it is—then San Francisco and Santa Clara have Article III standing to seek an injunction of the Executive Order as to themselves. *See* U.S. Br. at 29 (“[A]ssuming . . . that this Court were to agree with the district court’s reasoning, it would be necessary to vacate the injunction insofar as it extends to entities other than the plaintiffs in this case.”). Amici therefore address only the federal government’s contention that Article III limits San Francisco’s and Santa Clara’s ability to obtain injunctive relief that benefits other jurisdictions, like Amici.

Ruthenbeck, 490 F.3d 687, 699 (9th Cir. 2007) (affirming nationwide injunction of regulations exempting certain timber sales from federal notice and comment processes, in suit brought by individual environmental organizations) *rev'd on other grounds*, 555 U.S. 488 (2009). *See also Harmon v. Thornburgh*, 878 F.2d 484, 495 n.21 (D.C. Cir. 1989) (“When a reviewing court determines that agency regulations are unlawful, the ordinary result is that the rules are vacated—not that their application to the individual petitioners is proscribed.”).³

Indeed, just last year the Supreme Court left in place portions of a nationwide injunction against a uniform federal policy, over the objections of dissenting Justices who made the same arguments the federal government makes here. *See Trump v. Int’l Refugee Assistance Project*, 137 S. Ct. 2080, 2090 (2017) (Thomas, J. dissenting) (“[A] court’s role is to provide relief only to claimants”) (internal quotation marks and citation omitted). This Court also recently

³ Although claims challenging unlawful federal rules or policies often arise under the Administrative Procedure Act, the same principle applies here. *See, e.g., Washington v. Trump*, No. C17-0141JLR, 2017 WL 462040, at *2 (W.D. Wash. Feb. 3, 2017), *appeal dismissed* 2017 WL 3774041 (9th Cir. Mar. 8, 2017); *Washington v. Trump*, 847 F.3d 1151, 1166-1167 (9th Cir. 2017), *reconsideration en banc denied* 853 F.3d 933 (9th Cir. 2017), *reconsideration en banc denied* 858 F.3d 1168 (9th Cir. 2017), *cert. denied sub nom.* 138 S. Ct. 448 (2017); *Texas v. United States*, 809 F.3d 134, 188 (5th Cir. 2015), *aff’d by an equally divided Court*, 136 S. Ct. 2271 (2016); *cf. City of Carmel-By-The-Sea v. United States Dep’t of Transp.*, 123 F.3d 1142, 1166 (9th Cir. 1997) (“[U]nder certain circumstances, Executive Orders, with specific statutory foundation, are treated as agency action and reviewed under the Administrative Procedure Act.”).

upheld a nationwide injunction against a different executive order, because “[n]arrowing the injunction to apply only to Plaintiffs would not cure the statutory violations identified, which in all applications” violated federal law. *Hawaii v. Trump*, 859 F.3d 741, 788 (9th Cir. 2017), *vacated as moot*, 874 F.3d 1112 (9th Cir. 2017). Numerous courts around the country have applied this principle to issue or affirm nationwide injunctions. *See, e.g., Int’l Refugee Assistance Project v. Trump*, 241 F. Supp. 3d 539, 565-566 (D. Md.) (preliminarily enjoining enforcement, in part, of executive order on a nationwide basis), *vacated as moot*, 138 S. Ct. 353 (2017); *Washington v. Trump*, No. C17-141JLR, 2017 WL 462040, at *2 (W.D. Wash. Feb. 3, 2017) (preliminarily enjoining implementation of executive order nationwide); *Washington v. Trump*, 847 F.3d 1151, 1166-67 (9th Cir. 2017) (holding that federal government had failed to demonstrate it was likely to succeed on claim that nationwide injunction was overbroad); *Texas v. United States*, 809 F.3d 134, 187-188 (5th Cir. 2015) (affirming nationwide preliminary injunction of directive from Secretary of Department of Homeland Security), *aff’d by an equally divided Court*, 136 S. Ct. 2271 (2016).

The cases on which the federal government relies do not address the relevant issue: a district court’s broad remedial power to fashion the scope of injunctive relief. In *McKenzie v. City of Chicago*, for example, the plaintiffs lacked Article III standing to seek an injunction *even for themselves*, because neither plaintiff

owned a building that was at risk of demolition under the challenged city ordinance. 118 F.3d 552, 554 (7th Cir. 1997). *McKenzie* therefore stands for the unremarkable (and unchallenged) premise that a plaintiff must adequately allege a threatened or actual injury to seek injunctive relief.⁴ The federal government's other legal authority is equally unavailing.⁵

As in each of these cases, nationwide relief is appropriate because the Executive Order purports to apply to *all* jurisdictions receiving federal funding and harms *all* jurisdictions in the same unconstitutional way. San Francisco's and Santa Clara's challenges to the Executive Order are not premised on any unique applications as to them, but rather to the Executive Order itself. See *Santa Clara Br.* at 42 ("Defendants have never argued, much less submitted evidence establishing, that the merits of these constitutional claims differ across jurisdictions."); *San Francisco Br.* at 9-27 (arguing that the Executive Order unlawfully threatens all sanctuary jurisdictions with the loss of federal funds). The

⁴ The same is true of several of the federal government's other cited authorities. See *Alvarez v. Smith*, 558 U.S. 87, 92-93 (2009); *Monsanto Co. v. Geertsen Seed Farms*, 561 U.S. 139, 163 (2010); *Summers v. Earth Island Inst.*, 555 U.S. 488, 494-95 (2009).

⁵ *Zepeda v. U.S. I.N.S.*, 753 F.2d 719 (9th Cir. 1983) predated *Bresgal v. Brock*, 843 F.2d 1163, 1169 (9th Cir. 1987), where this Court clarified that "[t]here is no general requirement that an injunction affect only the parties in the suit." And *Warth v. Seldin*, 422 U.S. 490, 499-500 (1975) expressly recognized that Article III standing is not negated even where "the court's judgment may benefit others collaterally."

Executive Order thus constitutes the type of uniform and widespread institutional policy or practice that courts can—and regularly do—enjoin as to all affected. *See* Charles Alan Wright & Arthur R. Miller, *Federal Practice & Procedure* § 1771 (3d ed. 2017) (noting when a court “strike[s] down a statute, rule, or ordinance on the ground that it is constitutionally offensive,” relief “generally will benefit not only the claimant but all other persons subject to the practice or the rule under attack”).

C. A Nationwide Injunction Is Necessary to Provide Adequate Relief

This Court has made clear that an injunction is “not necessarily made overbroad by extending benefit or protection to persons other than prevailing parties in the lawsuit—even if it is not a class action—if *such breadth is necessary to give prevailing parties the relief to which they are entitled.*” *Bresgal v. Brock*, 843 F.2d 1163, 1170-1171 (9th Cir. 1987) (emphasis in original). In *In Los Angeles Haven Hospice, Inc. v. Sebelius*, 638 F.3d 644, 664 (9th Cir. 2011), this Court reiterated that “there is no bar against nationwide relief in the district courts or courts of appeal, even if the case was not certified as a class action, if such broad relief is necessary to give prevailing parties the relief to which they are entitled.”⁶

⁶ Nationwide injunctive relief was inappropriate in *Los Angeles Haven Hospice* because of concerns about “the great uncertainty and confusion that would likely flow from a nationwide injunction,” which do not exist here. 638 F.3d at 665. There, plaintiffs challenged a regulation that had been in place for decades, the removal of which would “disrupt the administration of the Medicare program” and “create great uncertainty for the government, Medicare contractors, and the hospice providers.” *Id.* Those concerns do not exist here because San Francisco

The nationwide injunction is necessary to provide adequate relief to San Francisco and Santa Clara. Even if the Executive Order was enjoined as to only Santa Clara and San Francisco, both jurisdictions would still be harmed if the federal government denied other jurisdictions the money they need to properly operate. President Trump’s threat to use the Executive Order to “defund” sanctuary jurisdictions is a “weapon” not only against Santa Clara and San Francisco, but against every jurisdiction in the interconnected web of local governments that span our nation.⁷ Providing complete relief to any one jurisdiction therefore requires relief to all jurisdictions.

No local jurisdiction is an island unto itself: free movement of persons among cities and counties is not only a fundamental right,⁸ but also a basic facet of modern life. A cut in funding to one jurisdiction results in greater burdens on the services provided by nearby jurisdictions. Local governments provide the vast majority of essential services to people living in this country. Amici use federal

and Santa Clara challenged the Executive Order before enforcement, such that an injunction preserves (not upends) the status quo.

⁷ In the immediate aftermath of the Executive Order, the President told an interviewer that “defunding” is a “weapon” against sanctuary jurisdictions: “I don’t want to defund anybody. I want to give them the money they need to properly operate as a city or a state. If they’re going to have sanctuary cities, we may have to do that. Certainly that would be a weapon.” SER 229.

⁸ *United States v. Guest*, 383 U.S. 745, 758 (1966) (“[F]reedom to travel throughout the United States has long been recognized as a basic right under the Constitution.”).

funding (received directly, or through other jurisdictions, such as counties and states) to fund essential social services, such as emergency health care to the uninsured, disaster relief efforts, and programs that feed the hungry. “City government is where the rubber meets the road. Cities pave our streets, fight crime and fires, prepare us for disaster, bring water to our taps, take our trash away, build and maintain our parks—the list goes on and on. These services cost money.”

Tex. Mun. League, *How Cities Work*, 1 (2013), available at <https://www.tml.org/HCW/HowCitiesWork.pdf>.

If either San Francisco or Santa Clara is targeted pursuant to the Executive Order, neighboring local governments will suffer a greater demand for their services, and suffer consequences to their residents if either San Francisco or Santa Clara is unable to properly operate. By the same token, if San Francisco and Santa Clara receive individual carve-outs, but the Executive Order remains in effect as to the rest of the country, San Francisco and Santa Clara will suffer a greater demand for their services and continue to be harmed by the unconstitutional Executive Order. San Francisco and Santa Clara may also receive less funding from sources that would continue to be impacted by the Executive Order, such as the State of California. See Santa Clara Br. at 42 n.23.

Accordingly, only a nationwide injunction can provide San Francisco and Santa Clara adequate relief.

II. The Executive Order Interferes with a Core Realm of Local Governance for Amici

The Supreme Court has long recognized that “[t]he Constitution requires a distinction between what is truly national and what is truly local.” *United States v. Morrison*, 529 U.S. 598, 617-618 (2000). It is the states and local governments, not the federal government, that “can and do perform many of the vital functions of modern government—punishing street crime, running public schools, and zoning property for development, to name but a few. . . .” *Nat’l Fed’n of Indep. Bus. v. Sebelius*, 567 U.S. 519, 535 (2012). This unique domain of authority, which “the Founders denied the National Government and reposed in the States,” is the “police power” *Morrison*, 529 U.S. at 618.

By entrusting this police power to local and state governments, the Founders “ensured that powers which in the ordinary course of affairs, concern the lives, liberties, and properties of the people were held by governments more local and more accountable than a distant federal bureaucracy.” *Nat’l Fed’n of Indep. Bus.*, 567 U.S. at 536 (internal quotation marks and citation omitted). Because state and local governments are better positioned to carry out the daily tasks of governance, “[o]nce we are in this domain of the reserve power of a State, we must respect the wide discretion on the part of the legislature in determining what is and is not necessary.” *East N.Y. Sav. Bank v. Hahn*, 326 U.S. 230, 233 (1945) (internal quotation marks and citation omitted).

The Executive Order interferes with that discretion in a core realm of local governance: the setting of enforcement priorities for local police and sheriff's departments. There is "no better example of the police power, which the Founders denied the National Government and reposed in the States, than the suppression of violent crime and vindication of its victims." *Morrison*, 529 U.S. at 618. Local law enforcement authorities are entrusted to carry out that role, but the Executive Order impairs their ability to do so: it deprives local governments of the power to make policy judgments about local safety needs, and replaces these local judgments with the President's unilateral preferences. Even Congress, pursuant to its exclusive legislative power, could not use that power to so intrude on state and local prerogatives. See *New York v. United States*, 505 U.S. 144, 162 (1992) ("[T]he Constitution has never been understood to confer upon Congress the ability to require the States to govern according to Congress' instructions."). It follows, then, that the President may not do so by executive fiat, particularly when doing so conflicts with duly enacted congressional appropriations that contain none of the conditions the Executive Order imposes. Cf. *In re Aiken Cnty.*, 725 F.3d 255, 261 n.1 (D.C. Cir. 2013) ("[E]ven the President does not have unilateral authority to refuse to spend the funds.").⁹

⁹ Thus, the Executive Order also violates the separation of powers, as the President has no Congressional authorization to impose the spending limits. See U.S. Const. art. I, § 8, cl. 1 ("The Congress shall have Power To lay and collect Taxes, Duties,

Amici respectfully submit that decisions as to whether local law enforcement authorities should deploy their limited resources to collect information related to immigration status or share that information with federal authorities must rest with local governments and the States. Local authorities are best positioned to assess their enforcement priorities, weigh the costs and benefits of different options, and make judgments about what will best promote the safety of their communities. Moreover, local officials ultimately assume the burden of, and can be held accountable to their communities for, their policy choices. *Cf. New York*, 505 U.S. at 169 (“[W]here the Federal Government directs the States to regulate, it may be state officials who will bear the brunt of public disapproval, while the federal officials who devised the regulatory program may remain insulated from the electoral ramifications of their decision.”); *Printz v. United States*, 521 U.S. 898, 920 (1997) (“The Constitution thus contemplates that a State’s government will represent and remain accountable to its own citizens.”).

Based on decades of on-the-ground experience, some jurisdictions have concluded that their mission of preventing crime and protecting victims can be thwarted by certain activities that amount to enforcement of federal immigration laws by local officials, such as collecting and producing information about immigration status from persons who are victims or witnesses of crimes. *See, e.g.,*

Imposts and Excises, to pay the Debts and provide for the common Defence and general Welfare of the United States . . .”).

Cal. TRUST Act, 2013 Cal. Legis. Serv. Ch. 570 (A.B. 4) § 1(d) (finding that such activities “harm community policing efforts because immigrant residents who are victims of or witnesses to crime, including domestic violence, are less likely to report crime or cooperate with law enforcement when any contact with law enforcement could result in deportation”).¹⁰ Courts have also recognized that compelled disclosure of immigration status may result in “countless acts of illegal and reprehensible conduct [going] unreported,” as victims or witnesses may be chilled from reporting or complaining about unlawful conduct. *See, e.g., Rivera v.*

¹⁰ *See also* Governor of Ill. Pat Quinn, Exec. Order Establishing Governor’s New Americans Trust Initiative, 1 (Jan. 5, 2015), *available at* http://www.catrustact.org/uploads/2/5/4/6/25464410/quinn_executive_order2015-02-1.pdf (finding that “community policing efforts are hindered when immigrant residents who are victims of or witnesses to crime, including domestic violence, are less likely to report crime or cooperate with law enforcement out of fear that any contact with law enforcement could result in deportation”); Resolution dated May 21, 2012, City of Amherst, Mass., *available at* http://www.catrustact.org/uploads/2/5/4/6/25464410/amherst_resolution_2012.pdf (finding that federal immigration cooperation “has already been shown to increase distrust and fear of local authorities, making many immigrants afraid to be witnesses and report crimes against themselves and others”); City & Cnty. of San Francisco, “Due Process for All and Sanctuary” Ordinance, § 12I.1 (Jun. 7, 2016), *available at* http://www.catrustact.org/uploads/2/5/4/6/25464410/sf_due_process_ordinance_2016.pdf (finding that “civil immigration detainers and notifications regarding release undermine community trust of law enforcement by instilling fear in immigrant communities of coming forward to report crimes and cooperate with local law enforcement agencies”); King Cnty., Ordinance 17706, § 1(A) (Dec. 3, 2013), *available at* http://www.catrustact.org/uploads/2/5/4/6/25464410/king_co_ice_detainer_requests_ordinance_12-2-13.pdf (noting that “[t]estimony established that the threat of deportation for the immigrant community is so strong that many persons are afraid to report domestic violence or witnessed crime”).

NIBCO, Inc., 364 F.3d 1057, 1065 (9th Cir. 2004) (preventing employer defendant from discovering immigration status of Title VII plaintiffs alleging national origin discrimination).

Amici do not address the independent conclusion of each Amicus jurisdiction on this issue, but collectively they contend that each locality must be able to independently evaluate its own needs and set its own priorities according to its judgment. By upending the independent judgment of local officials responsible for “the suppression of violent crime and vindication of its victims,” *Morrison*, 529 U.S. at 618, the Executive Order intrudes upon a power reserved for the states and local governments, and threatens to undermine the mission of local law enforcement.

CONCLUSION

For the foregoing reasons, Amici respectfully submit that the decision below should be affirmed.

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CERTIFICATE OF COMPLIANCE

1. This brief complies with the type-volume limitation of Federal Rule of Appellate Procedure (“FRAP”) 32(a)(7)(B) because this brief contains 4,122 words, excluding the parts of the brief exempted by Fed. R. App. P. 32(a)(7)(B)(iii).

2. This brief complies with the typeface requirements of FRAP 32(a)(5) and the type style requirements of FRAP 32(a)(6) because it has been prepared in a proportionally spaced typeface using Microsoft Office Word 2010 in Times New Roman type style, 14-point font.

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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on February 12, 2018. All participants in this case are registered CM/ECF users, and will be served by the appellate CM/ECF system.

Dated: February 12, 2018

/s/ Kelly M. Dermody

Kelly M. Dermody



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Hal Metzler

Submitting Department: Public Works

Item Type: Contract

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Environmental Remediation for 3505 Hamilton Street

HCC-352-FY18

Recommendation:

I move that the Mayor and City Council authorize the City Administrator to execute a contract with Retro Environmental, Inc., and authorize an expenditure not to exceed \$160,000 for the Environmental Remediation of 3505 Hamilton Street, upon the review and approval of the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

In May 2017 the Mayor and City Council approved the City staff to proceed with the design and renovation of 3505 Hamilton Street to be the new Hyattsville City Police Station. As part of the design process, the Project Manager issued a Request for Proposal in April 2018 for the required Environmental Remediation of the building. Proposals were received on May 11, 2018. Upon review of the proposals received, Retro Environmental, Inc. was chosen as the most responsive and responsible option and determined to be the best value for the City.

Next Steps:

N/A

Fiscal Impact:

NTE \$160,000

City Administrator Comments:

Recommend Support

Community Engagement:

Community outreach occurred earlier in the planning and design process. Additional outreach may occur, but is not planned to coincide with this contract.

Strategic Goals:

Goal 3 – Promote a Safe and Vibrant Community

Legal Review Required?

Pending



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Anthony DeSantis

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Proclamation of National Gun Violence Awareness Day

HCC-365-FY18

Recommendation:

I move that the Mayor and Council proclaim June 2, 2018, as National Gun Violence Awareness Day in the City of Hyattsville.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[National_Gun_Violence_Awareness_Day_2018.docx](#)

Summary Background:

June 2, 2018, is the fourth National Gun Violence Awareness Day. Communities are encouraged to wear orange on that day to commemorate the life of Hadiya Pendleton, a young girl who was shot and killed in Chicago just weeks after marching in Barack Obama's second inaugural parade.

Next Steps:

Proclaim June 2, 2018, as National Gun Violence Awareness Day in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

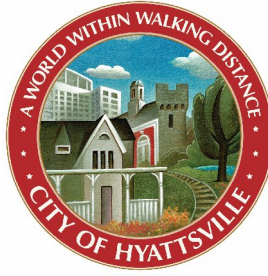
Promotion of Gun Violence Awareness Day has been planned.

Strategic Goals:

Goal 5 – Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A



**PROCLAMATION DECLARING JUNE 2, 2018
TO BE NATIONAL GUN VIOLENCE AWARENESS DAY**

This proclamation declares June 2, 2018, to be National Gun Violence Awareness Day in the City of Hyattsville to honor and remember all victims and survivors of gun violence and to declare that we, as a country, must do more to reduce gun violence.

WHEREAS, every day, 96 Americans are killed by gun violence; and

WHEREAS, every day, 46 of our children and teens are shot in murders, assaults, suicides and suicide attempts, unintentional shootings, and police interventions; and

WHEREAS, the highest responsibility of our Mayor and Council is to protect the public safety in our community; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from dangerous people; and

WHEREAS, elected officials and law enforcement officers know their communities best and are best positioned to understand how to keep our residents safe; and

WHEREAS, June 2, 2018, would be the 21st birthday of Chicago's Hadiya Pendleton, a teenager who was tragically shot and killed just weeks after marching in then President Obama's second inaugural parade; and

WHEREAS, in honor of Hadiya – and all Americans whose lives are cut short and the countless survivors whose lives are forever changed by gun violence – a national coalition of organizations has designated June 2, 2018, as the fourth annual National Gun Violence Awareness Day; and

WHEREAS, the idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing the color orange, which among other meanings represents the value of human life;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville, do hereby recognize June 2, 2018, as National Gun Violence Awareness Day, inviting all to join this campaign by pledging to wear orange on June 2, as we raise awareness of gun violence and renew our community's resolve to reduce that violence by keeping firearms out of the wrong hands and encouraging responsible gun ownership.

Candace B. Hollingsworth
Mayor
City of Hyattsville

May 21, 2018



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Contract

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Independent Financial Advisor

HCC-366-FY18

Recommendation:

I move that the Mayor and Council accept the proposal submitted by Sudsina & Associates to serve as the City's Independent Financial Advisor, to assist the City with the issuance and sale of general obligation bonds or notes to fund various City infrastructure projects and in obtaining a City bond rating, if needed, and authorize the City Administrator to execute a contract for services in an amount not to exceed \$45,000, upon the review and approval of the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

In accordance with the City Charter and Code Section C5-23A (General Obligation Borrowing), staff, with Council's approval, is seeking the issuance and sale of general obligation bonds or notes to fund various City infrastructure projects. Additionally, as required by the Dodd-Frank Protection Act, the City must secure the services of a Independent Financial Advisor to assist in the City's process for issuance and sale of general obligation bonds or notes and if needed obtain a City bond rating.

The Treasurer issued an RFP for Independent Financial Advisory Services and received three qualified proposals from Public Advisory Consultants, WyeRiver Independent Financial Advisors, and Sudsina & Associates, LLC Registered Municipal Advisors. The City evaluated the proposals based on the experience, cost, the firm's abilities and working relationships with the rating agency's. After a thorough evaluation, the staff recommends the firm of Sudsina & Associates to serve as our Independent Financial Advisor and that the City accept their proposal in the amount not to exceed \$45,000.

Sudsina & Associates financial advisory services may include, but is not limited to the following:

- Make recommendations regarding the timing, structure, conditions and form of the sale, competitive or negotiated, including evaluation of bond insurance costs and final distribution of bond proceeds.
- Assist, as requested, in post offering responsibilities for each sale, including ensuring City compliance with continuing disclosure filing requirements and providing a post transaction summary report.
- Assist in the development and evaluation of requests for proposals for other services needed to complete bond issue transactions, including procurement of bond insurance.
- Assist in communicating with rating agencies and addressing their requirements that will aide in securing the City's first bond rating.

- Assist in the preparation of official statements or other necessary financing documents.
- Assist in the negotiation of the term or evaluating bond purchasers including preparations for and participation in discussions and meetings with underwriters.
- Assist, if requested, in the closing of various transactions involved with the issuance.
- Prepare bond amortization schedules at the level necessary to calculate future debt service payments and satisfy accounting, budgetary and borrowing requirements.

Next Steps:

Sign an agreement with Sudsina & Associates to serve as Independent Financial Advisor and meet with the firm to review all construction and draw down schedules and begin planning and coordinating the anticipated bond and/or note issue.

Fiscal Impact:

Cost for Financial Advisory Services is partially funded in the FY-2018 budget and the balance is included in the proposed FY-2019 budget.

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

Pending



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Contract

Agenda Section: Consent Items (8:10 p.m. - 8:15 p.m.)

SUBJECT

Circulator Feasibility Study

HCC-362-FY18

Recommendation:

I move that the City Council accept the proposal submitted by Toole Design Group and authorize the City Administrator to execute an additional work order to amend contract for services with Toole Design Group for the purpose of conducting a circulator feasibility study at an additional fee for services, not to exceed \$41,000.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Memo - Circulator Service Study - Toole Design - 5.15.2018.docx](#)

[2018-03-12_Circulator Study_ScopeAndFee \(1\).pdf](#)

[2018-05-10_Circulator Study_FEE_Updated \(1\).pdf](#)

Summary Background:

The City submitted a TLC grant application in April 2018 and was recently advised that the application was not recommended for funding. The City's on-going Transportation Study, being performed by Toole Design Group, does not include the evaluation of circulator service;

The City solicited a proposal from Toole Design Group to perform the circulator study as an amendment to the current Transportation Study. Toole's proposal includes \$29,634 to perform the system analysis and \$11,224 in 'Optional Tasks' which include public outreach and presentations. In an effort to reduce project costs, City Staff will manage the 'Public Engagement' task proposed at \$5,471.

Staff is recommending the City Council approval of the additional work order as an amendment to the Transportation Study contract with Toole Design at a cost not to exceed \$41,000.

Next Steps:

A project schedule will be developed and provided to the City Council.

Fiscal Impact:

Funding for this project is included in the FY2018 operating budget.

City Administrator Comments:

Recommend Approval

Community Engagement:

The City anticipates all public engagement efforts to occur primarily during September and October 2018.

Strategic Goals:

Goal 4 – Foster Excellence in all City Operations

Legal Review Required?

Pending



Memo

To: Mayor and City Council
CC: Tracey Nicholson, City Administrator
From: Jim Chandler, Assistant City Administrator
Date: May 15, 2018
Re: Circulator Feasibility Study Solicitation

Summary

This memorandum is for the purpose of updating the City Council on the City's efforts to secure funding for a circulator feasibility study and recommend approval for proceeding with work.

- The City submitted a TLC grant application in April 2018 and was recently advised that the application was not recommended for funding;
- The City's on-going Transportation Study, being performed by Toole Design Group, does not include the evaluation of circulator service;
- The City solicited a proposal from Toole Design Group to perform the circulator study as an amendment to the current Transportation Study. Toole's proposal includes \$29,634 to perform the system analysis and \$11,224 in 'Optional Tasks' which include public outreach and presentations;
- In an effort to reduce project costs, City Staff will manage the 'Public Engagement' task proposed at \$5,471;
- Staff is recommending approval of the additional work order as an amendment to the Transportation Study contract with Toole Design at a cost not to exceed \$41,000.

Details

At the direction of the City Council, the City of Hyattsville's FY2018 Budget includes \$30,000 to fund a study to evaluate the feasibility of operating a local circulator program. The project

scope was discussed by the City Council on both January 18, 2017, February 1, 2017 and most recently in December 2017.

In March 2018, Staff briefed the City Council on its efforts to secure a technical assistance grant through the Washington Metropolitan Council of Governments (MWCOG) Transportation Land-Use Connections (TLC) program. The City submitted a TLC grant application in April 2018 and was recently advised that the application was not recommended for funding. The City is scheduled to be debriefed on its application in late May 2018, at which point we will be advised as to the rationale for the application not moving forward for approval.

As previously briefed, the City's on-going Transportation Study does not include the evaluation of circulator service. Staff have discussed the feasibility study with the City's project consultant, Toole Design and in response Toole Design has prepared a cost proposal to enable the City to amend the Transportation Study contract to include the Circulator Feasibility Study. The City solicited a proposal from Toole Design Group to perform the circulator study as an amendment to the current Transportation Study at a cost of \$29,634 to perform the system analysis and \$11,224 in 'Optional Tasks' which include public outreach and presentations.

Based on similar efforts managed by City staff and current anticipated work scheduled for Fall – Winter 2018, we are comfortable assuming the Public Engagement, which Toole proposed to perform at \$5,471, work necessary to complete the project.

Based upon previous discussions with City Council regarding this subject matter, Staff is requesting approval of the following Scope of Service and delivered work product assumptions:

- Projected service of 'full' service hours;
- Projected start-up capital, operational and long-term replacement costs;
- Cost-benefit analysis of City operated vs. private contracted service;
- Projected ridership projections and level of service based upon defined 'headway/wait-time';
- System route options providing service to all three (3) commercial corridors;
- Sample funding model concepts for long-term operating and capital replacement costs.
- Local engagement efforts to include meeting with City Council, three (3) public presentations and one (1) community meeting.

The City budgeted for \$28,000 in 'bikeshare' in the FY2018 operating budget, however we were informed several months ago that Prince George's County DPW&T would be implementing the program without a municipal contribution, therefore funding for the project is available through the use of existing FY2018 funding within the Department of Community & Economic Development.

Recommendation

Staff is recommending the that the City Council accept the proposal submitted by Toole Design Group and authorize an additional work order to the Transportation Study Project with Toole Design for a cost not to exceed \$41,000.

The City of Hyattsville
Comprehensive Transportation and Infrastructure Study

Bus Circulator Feasibility Study

Scope of Work

March 12, 2018

Project Approach

At the request of the City of Hyattsville, Toole Design Group (TDG) has developed the proposed scope of work to assess the feasibility of implementing a bus circulator service providing intra-city connections to various destinations. We will use a data-driven approach informed by our knowledge of transportation patterns in the City to assess the feasibility of implementing such a service. The study will build on and be informed by on-going TDG work on the Hyattsville Transportation Study, and will use best practices from throughout the U.S. to help identify key system parameters that can be presented to decision makers, potential partners, and key stakeholders.

The Team will determine the need for and viability of implementing a bus circulator service in the City of Hyattsville by performing a qualitative and quantitative assessment of existing conditions that would affect the implementation. Specifically, the Team will complete the following study tasks with the associated deliverables:

Task 0 – Project Management and Coordination

This task includes a kickoff meeting with the City of Hyattsville and ongoing coordination. This task also includes one meeting with staff to discuss the proposed routing scenarios, and one meeting with staff to review the final feasibility study.

Task 0 Deliverable:

- Kickoff meeting
- Routing review meeting
- Final study review meeting

Task 1 - Peer System Review

TDG will collect data on up to three (3) comparable communities that have implemented a circulator bus, and document their existing ownership and financing models, costs (capital and operations), ridership, success factors, and risks. We will also summarize best practices in small- to mid-sized circulator systems.

Task 1 Deliverable:

- Profiles of up to three (3) existing Circulator services in comparable U.S. Cities

Task 2 - Existing Conditions and Transit Needs Index

The Team will develop a data driven analysis and community profile of the City's existing needs related to transit connectivity. Beginning with the data analysis performed for the Hyattsville Transportation Study, TDG will develop a transit needs index for the City. This analysis will identify the activity centers and other destinations that would be conducive for the implementation of a program in the medium term, as well as opportunities for phasing in future expansions. Data used to complete the transit needs index includes:

- Demographics – demographic trends, household types, age groups, modeshare, zero-vehicle households, population density
- Travel pattern – origin-destination pattern of various areas within the City.
- Housing – housing trends, ownership, vacancy, new housing developments
- Transportation and existing infrastructure– existing and planned bike facilities, roads, transportation to work, planned projects, corridor studies
- Activity Centers – location of existing and planned recreation facilities, parks, and other activity centers (e.g Route 1 Arts District, PG Plaza, West Hyattsville Metro
-
- Transit – existing and planned public transit infrastructure

Task 2: Deliverables

- Narrative summary of current conditions
- Assembled data and map-based transit needs index

Task 3 – Routing Plan

To identify a specific route, the Team will undertake a step-by-step method that gradually “zooms in” from the desktop to the field to move from a desktop quantification exercise to identifying specific routes for the proposed service.

- Step 1: TDG will develop a Trip Score Analysis to qualify the existing connections between key origins and destinations and how connections may improve with a Circulator. We propose to use the existing StreetLight Data and TAZ data to take a macro level approach to route planning
- Step 2: We will use our local knowledge of the existing transportation network and the results of the transit needs index to refine the proposed routing.
- Step 3: Based on existing conditions and data gathered through Task 2 we will develop two (2) potential ridership scenarios that will help inform the development of a business proforma (See Task 5 below).

Task 3 Deliverables

- Phasing and routing plan
- Two (2) ridership scenarios

Task 4 - Business Proforma and Financial analysis

A financial plan includes both revenue forecasting and expense modeling. For the expense side, we will provide an estimate of projected capital costs (equipment), implementation costs and ongoing operating costs. Operating costs include system administration and upkeep, marketing (i.e. costs related to the promotion/advertising and outreach for the program). For the revenue side, the Team will project revenues based on potential ridership from Task 4. The result of the model will be the estimated cost recovery/profitability of the system, and sponsorship or other funding needed.

Task 4 Deliverables

- Business proforma for Circulator System

OPTIONAL TASKS:

To complement the aforementioned scope of work, our Team has included a suite of optional tasks:

- Mayor's Meeting: TDG will attend meeting(s) with the City Mayor and their staff to present the final recommendations.
- Council Presentation: TDG will attend in-person meeting(s) with City Council representatives to present the recommendations, documentation, and resolve comments.
- Community Meeting: TDG will prepare materials for community meeting(s) to present the recommendations of the study.
- Sponsor Meeting: TDG will prepare for and attend meeting(s) with potential sponsors (e.g. PG Plaza management, Editor's Row management) to determine interest in sponsoring a circulator transit system.
- Public Involvement and Stakeholder Engagement
The Team will employ a dynamic and layered approach to engaging stakeholders and the community. As the first phase, will explore system feasibility in the City, the Team will balance soliciting information with managing expectations. We will develop online tools, including:
 - A project website to educate the general public about the project, what a Circulator bus service is, and its potential benefits;
 - An online survey to measure local attitudes towards the additional bus service

The Team will conduct up feasibility-oriented public open house meetings reaching out to both potential users (i.e. commuters, residents, workers, students, and visitors) and implementing stakeholders (i.e. City planning staff, operations, City and County officials). The meetings will be held in two different locations to help maximize the number and variety of potential users and their input. It is anticipated that the City of Hyattsville staff will provide primary support for invitations and location logistics for the meetings. The meetings will include but will not be limited to the following topic areas:



- Impacts on modeshare - potential positive and/or negative implications for bike, transit and automobile usage
- Environmental benefits – possible reductions in congestion and emissions
- Safety - crime statistics, safety perceptions, etc.
- Traffic Patterns - weekday and weekend pedestrian, vehicular, and public transport commuter patterns
- Barriers - physical, cultural, social, economic factors that may influence utilization
- Convenience – connections to regional transit, employment, tourist, recreation, community, commercial centers, and other hot spots, etc.

We have a great deal of experience facilitating discussions among various stakeholders and ensuring that all parties are given a chance to air their ideas and concerns.

Optional Task Deliverables:

- Project website and online survey
- Development of materials and facilitation of up to two (2) feasibility-oriented public open house meetings

PROJECT TASKS									TASK HOURLY TASK FEE	TASK FEE SUBTOTALS
		Project Manager	Deputy Project Manager	Principal-in Charge	Senior Planner	Planner	GIS Coordinator	Planning Technician		
		Sagar Onta	Laura Barna	RJ Eldridge	Nick Schmidt	Kyle Luckaks	Galen Omerso	Rohan Lewis		
		\$178.77	\$146.13	\$206.08	\$175.04	\$105.01	\$104.16	\$74.29		
HYATTSVILLE CIRCULATOR FEASIBILITY STUDY										
Task 0: Kickoff and ongoing Coordination		2	4	1					7	\$1,148
TASK 1: Peer System Review		2	4	2	8	16		8	40	\$5,029
TASK 2: Existing Conditions & Transit Needs Index		2	8	4	6	20	10	16	66	\$7,732
TASK 3: Routing Plan		2	4	4	6	24	12	16	68	\$7,775
TASK 4: Business Proforma & Financial Analysis		2	8	4	6	32		16	68	\$7,950
Subtotal Hours		10	28	15	26	92	22	56	249	–
Subtotal Cost		\$1788	\$4092	\$3091	\$4551	\$9661	\$2292	\$4160		\$29,634
Direct Expenses										\$350
TOTAL HOURS		10	28	15	26	92	22	56	249	
TOTAL DOLLARS		\$ 1,788	\$ 4,092	\$ 3,091	\$ 4,551	\$ 9,661	\$ 2,292	\$ 4,160	-	\$ 29,984

HYATTSVILLE CIRCULATOR FEASIBILITY STUDY - FEE PROPOSAL

Update: 5/10/2018

PROJEC T TASKS								TASK HOURLY TASK FEE	TASK FEE SUBTOTALS
	Project Manager	Deputy Project Manager	Principal-in Charge	Senior Planner	Planner	GIS Coordinator	Planning Technician		
	Sagar Onta	Laura Barna	RJ Eldridge	Nick Schmidt	Kyle Luckaks	Galen Omeroso	Rohan Lewis		
	\$178.77	\$146.13	\$206.08	\$175.04	\$105.01	\$104.16	\$74.29		
HYATTSVILLE CIRCULATOR FEASIBILITY STUDY									
Task 0: Kickoff and ongoing Coordination	2	4	1					7	\$1,148
TASK 1: Peer System Review	2	4	2	8	16		8	40	\$5,029
TASK 2: Existing Conditions & Transit Needs Index	2	8	4	6	20	10	16	66	\$7,732
TASK 3: Routing Plan	2	4	4	6	24	12	16	68	\$7,775
TASK 4: Business Proforma & Financial Analysis	2	8	4	6	32		16	68	\$7,950
Subtotal Hours	10	28	15	26	92	22	56	249	–
Subtotal Cost	\$1788	\$4092	\$3091	\$4551	\$9661	\$2292	\$4160		\$29,634
Optional Tasks									
Mayor's Meeting (1)		8	3					11	\$1,787
Council Presentations (3)	2	18	9					29	\$4,843
Community Meeting (1)	2	8	3		12		16	41	\$4,594
Public Engagement (1)		4		4	24	16		48	\$5,471
Subtotal Hours	4	38	15	4	36	16	16	129	–
Subtotal Cost	\$715	\$5553	\$3091	\$700	\$3780	\$1667	\$1189		\$16,695
Direct									\$450
TOTAL HOURS	14	66	30	30	128	38	72	378	
TOTAL DOLLARS	\$ 2,503	\$ 9,645	\$ 6,182	\$ 5,251	\$ 13,441	\$ 3,958	\$ 5,349	-	\$ 46,779



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Laura Reams

Submitting Department: Community & Economic Development

Item Type: Legislative

Agenda Section: Motion to Close (8:15 p.m. - 9:15 p.m.)

SUBJECT

Motion to Close (60 minutes)

HCC-363-FY18

Recommendation:

I move that the Mayor and Council close the Council Meeting of May 21, 2018 in order to consider the acquisition of real property.

This session will be closed under the authority of the Annotated Code of Maryland State Government General Provisions Article Section 3-305(b) (3) to consider the acquisition of real property for a public purpose and matters directly related to the acquisition.

Sponsor(s):

Hollingsworth

Co-Sponsor(s):

N/A

ATTACHMENTS

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

N/A

Legal Review Required?

Complete.



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Laura Reams

Submitting Department: Finance

Item Type: Budget

Agenda Section: Action Items (9:15 p.m. - 9:35 p.m.)

SUBJECT

Hyattsville Ordinance 2018-04: Fiscal Year 2019 Budget Ordinance (5 minutes)

HCC-361-FY18

Recommendation:

I move that the Mayor and Council introduce Hyattsville Ordinance 2018-04, adopting an annual budget for Fiscal Year 2019 beginning July 1, 2018 through June 30, 2019, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2018; authorizing collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Final Budget Memo FY2019.docx](#)

[HO 2018-04_FY2019 Final Budget Ordinance 5 15 2018.pdf](#)

[University Town Center Special Tax Report 2018-2019.pdf](#)

Summary Background:

The FY19 budget process began in November 2017 and the proposed FY19 budget was presented to the Mayor and Council on March 28, 2018. The process began with staff coordination on budget requirements followed by two (2) Community Meetings and a series of Council Work Sessions on budget priorities and department updates. A Public Hearing on the proposed Real Property Tax Rate was held on April 16, 2018. The 2019 Special Tax Report for Special Obligation Bonds and the University Town Center Project are included as amendments to the Budget Ordinance.

Next Steps:

Legal Publication of the Budget Ordinance.

Fiscal Impact:

Total Budget All Funds \$32,996,911

City Administrator Comments:

See summary background above.

Community Engagement:

Per City Charter, a fair summary of the budget ordinance will be published twice in a newspaper of general circulation. Additionally the City will publish a Residents Guide to the Budget in July.

Strategic Goals:

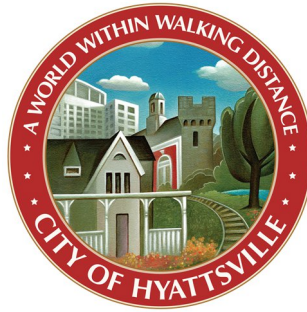
Goal 1 - Ensure Transparent & Accessible Governance

Goal3 - Promote a Safe & Vibrant Community

Legal Review Required?

Complete

Candace B. Hollingsworth
Mayor



Tracey E. Nicholson
City Administrator

March 28, 2019

Honorable Mayor and Members of the Hyattsville City Council

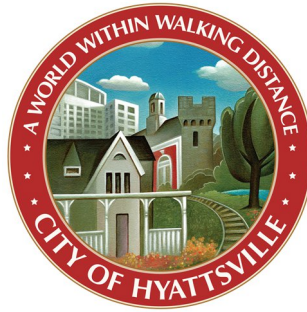
I am pleased to present the final Fiscal Year 2019 (FY19) General Fund and Capital Investment Budget for the City of Hyattsville. The budget document includes statements of revenues and expenditures, the property tax assessable base table, and a break-down of legislative and departmental expenses.

The FY19 budget includes funding to support new City Council program priorities, and improve or sustain programs and services that support residents, neighborhoods, infrastructure, economic development, smart and green technology, public safety, and the environment. The budget also includes funding to support transit-oriented development, roadway enhancements, technological advancements, and staffing levels to provide essential government services. A summary of the FY19 budget proposal and program focus areas is highlighted below:

Proposed Budget	
Revenues	
General Funds	\$18.6M
Special Revenue Funds	\$1.3M
Other Revenue	\$10.4M
Total Revenues	\$30.3M
Expenditures	
General Operating Fund	\$19.9M
Capital Investment	\$9.9M
Debt Service	\$1.8M
Special Revenue Funds	\$1.3M
Total Expenses	\$32.9M
Total (Revenues – Expenditures)	(\$1.3M)

The FY19 total operating budget which includes all funds is projected to be \$32,979,862. The General Fund budget projection is \$19,915,976 and the Capital Improvements Fund projection is \$9,954,000. The Special Revenue Fund will increase slightly, and our scheduled debt service payments are expected to increase due to our continued investment in major infrastructure projects.

Candace B. Hollingsworth
Mayor



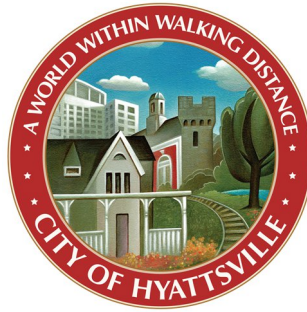
Tracey E. Nicholson
City Administrator

Revenues in the General Fund are also expected to increase. Real property taxes are projected to be \$12,152,116 which is an increase of \$312,389 over projected year end for FY18. Personal property taxes are projected to generate \$748,800 which is lower than projected year end for FY18. City income taxes should contribute approximately \$2.5M which is a \$446 increase. Revenues such as property taxes, admissions and amusement taxes, licenses and permits, service charges, fines and forfeitures, and highway user fees are expected to increase incrementally. The real property tax rate is presented as unchanged at \$0.63 per \$100 of assessed valuation. Finally, one important measure of a City's financial health is the cash reserves. The unreserved fund balance fluctuates from year to year based on the City's audited financial statements. The most recent audit for the year ending December 31, 2015 is \$13,241,692. Notable projects and programs funded in the FY19 budget follow:

Employee Salary & Benefits: Investment in our workforce consumes the greatest portion of the General Fund Budget. Dedicated professionals are the backbone of a healthy and functioning City government and our employees are committed to providing quality service/s to our City. In FY19 we will continue to invest in employee training and development, review compensation, and explore a pay for performance system. The State of Maryland life and health insurance system offers very competitive rates so we included a modest 3.5% projected increase for benefits. Cost increases will also fund 12 full-time and 8 part-time employees to support new and ongoing programs and services. The full-time additions include a DPW Project Coordinator to help manage building renovation and infrastructure projects, a Mechanic II to provide routine maintenance for our fleet of vehicles, a Crime Video Analyst, Traffic Safety Officer and a Community Action Team Officer who will be certified as School Resource Officer. Other additions include a Supervisor of Projects, Communications and Outreach, a Code Compliance Inspector to provide evening and weekend support, a Teen Center Supervisor and four full-time staff to support the new Clean and Safe Team. Part-time positions include a Contracts Coordinator to help manage increased contracts and procurement actions, 5 employees to support the Teen Center and Magruder Teen Program, and 3 employees to round out the Clean and Safe Team. The budget also includes a 1% cost of living adjustment to compensate employees according to prevailing market conditions. Funding is also included to expand our Employer of Choice Programs which allow the City to be a magnet for highly motivated and visionary new employees while retaining our experienced and quality workforce. Finally, the City will continue to invest in programs that encourage employee innovation and efficiencies to save money and maximize satisfaction.

Public Safety: The Police Department continues to explore ways to reduce crime and keep our City safe. In addition to the Crime & Video Analyst and the Community Action Team Officer, we included funding for a Traffic Safety Officer to monitor City streets and provide greater focus on traffic violations and enforcement. This year the police will continue programs to strengthen community-police relationships and build trust and accountability. The department will fund and focus on the pillars of the President's Task Force on 21st Century Policing and implement related safety and outreach initiatives. Funding to increase CCTV cameras in public, high density areas and work with surrounding jurisdictions in support of

Candace B. Hollingsworth
Mayor



Tracey E. Nicholson
City Administrator

the Governor's Office of Crime Control and Prevention to combat violent offenders and gang related crime will also continue. In addition to the above, funding for the \$10.5M Police Headquarters which is expected to be completed in 2020 is included. The new building will house a growing police department, provide meeting rooms, an emergency operations center and expanded dispatch operations.

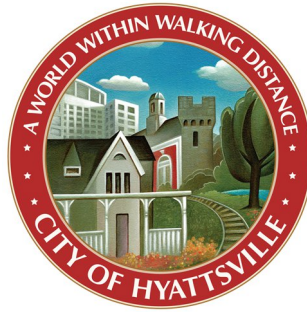
Multi-Modal Transit: The City is committed to fostering a vibrant, pedestrian oriented, walkable and sustainable community. In FY18, the City commissioned a Comprehensive Transportation Management Study to assess and make recommendations for improvements in the road network, bike lanes, traffic congestion points, and bus routes to improve traffic flow and maximize residential, business and leisure spaces. Funding is allocated in the FY19 budget to begin a phased implementation of some of the study's recommendations. The budget includes funding to expand the bicycle rack program, implement bicycle repair stations, and strategically implement some recommendations from the 2017-2021 Community Sustainability Plan. The City is also a partner in Prince George's County's Capital Bikeshare program and the State of Maryland's to design and construct the Rhode Island Avenue Trolley Trail connection to the Northwest Branch Trail System.

Smart Technology: When used effectively, technology can help reduce costs, improve community engagement, improve how we deliver services, and obtain data driven results. The City acquired the first electric police vehicles in FY18 and included funding retain the contract for grant writing support to pursue more opportunities to expand smart technology. The budget also includes funding to implement the Enterprise Resource Management System, upgrade the City's telephone system, continue investments in LED street lighting upgrades, maintain Big Belly smart trash receptacles, and electric vehicle charging stations on City-owned lots. We have also included funding to research and/or partner on programs for citywide WIFI hotspots, smart lighting on roadways, gunshot detection software, and CCTV camera technology.

Economic Development & The Environment: Sustainable economic growth is fundamental to ensuring residents and businesses have access to expanded opportunities. The FY19 budget includes funding to explore new programs such as affordable housing options and supporting businesses and the arts through the Community Business Corridor Fund. Funding for the implementation of an improved Residential Parking Zone program, placemaking at Hyatt Park, the outdoor National Fitness Center, maintenance and expansion of our tree canopy and several other green initiatives are also included.

Programs & Services: This year, the City plans to expand teen programming by renovating a leased space in University Town Center where multiple enrichment activities serving middle and high-school students will be provided. The five-year lease will provide a dedicated space for creative and educational programs and compliment the teen programming already offered at Magruder Park. In addition, the City will implement a Hyattsville Clean and Safe Team in the West Hyattsville business corridor. The Prince Georges County Workforce Development Division has committed to partnering with the City on this

Candace B. Hollingsworth
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initiative and the partnership is expected to offset some of the costs to hire and train the 7-person team responsible for greeting residents and visitors, cleaning City streets and sidewalks, and providing referral and/or directional information as needed. The City will also make a second attempt to launch a cost-neutral elementary-age aftercare program and will continue sponsoring successful community events such as the Anniversary Festival, Summer Jams, and International Festival. Funding for the popular art programs, exercise classes, outings, and educational lectures for seniors and people with disabilities will also continue. Additionally, we included limited funding as we expect the Age-Friendly Initiative Work Group to finalize their plans for Council review. Finally, we will expand the immigrant integration workshops to Northwestern High School, and plan to partner with a local non-profit for citizenship support services.

Infrastructure & Facility Investment: The City has committed to an infrastructure plan that prioritizes our investment in facilities, curbs, roads, sidewalks, storm water projects, parks, and street lighting. In addition to the Bldg. 3505 Police Headquarters project, funding is included for several other capital improvement projects. Projects include the \$ 3.3M renovation of the City's public works facility, the completion of the University Hills and West Hyattsville Sidewalk and Road improvement projects, investments in our street lighting as well as upgrades to Magruder and Hyatt Parks. The City administrative office building on Gallatin St. requires excessive maintenance and repair and funding is included to continue repair efforts.

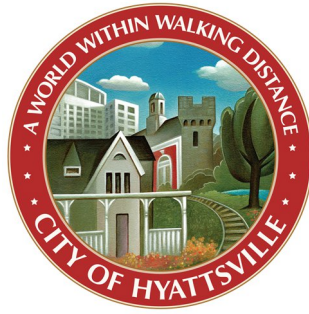
This FY19 budget provides funding to implement and staff new programs, sustain City services, and continue ongoing projects and programs to ensure the delivery of quality programs and services to meet the expectations set by the Mayor, Council, and residents. The staff remains committed to identifying opportunities to offset expenditures which currently exceed revenues, by leveraging partnerships, reducing expenditures where feasible, securing grants, improving efficiencies and ensuring competitive processes are in place.

Finally, I would like to publicly acknowledge the hard work of the department directors and the significant time and effort by the City Treasurer, Ron Brooks and his dedicated staff.

Respectfully Submitted,

Tracey Nicholson
City Administrator

Candace B. Hollingsworth
Mayor



Tracey E. Nicholson
City Administrator

HYATTSVILLE ORDINANCE 2018-04

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019, FOR THE GENERAL PURPOSE; FIXING THE TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2018; AUTHORIZING COLLECTION OF TAXES HEREIN LEVIED, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR.

BE IT ENACTED AND ORDAINED by the Mayor and City Council for the City of Hyattsville, as follows:

That pursuant to Section C5-6 of the Hyattsville City Charter the annual budget is as follows:

FY 2019 Budget – Final

	General	Capital Projects	Special Revenue Fund	Debt Service	Total
	Fund	Fund	Fund	Fund	All Funds
Revenue & Other Sources:					
Local Taxes:					
Real Property Taxes	\$12,152,116	\$0	\$0	\$0	\$12,152,116
Personal Property Taxes	748,800	0	0	0	748,800
Operating Property	780,000	0	0	0	780,000
Income Tax	2,500,650	0	0	0	2,500,650
Admissions and Amusement Taxes	438,652	0	0	0	438,652
Subtotal - Local Taxes	16,620,218	0	0	0	16,620,218
Other Revenue & Sources					
Licenses and Permits	699,315	0	0	0	699,315
Other Governments - Grants	645,700	0	75,300	0	721,000
Service Charges	129,491	0	475,000	0	604,491
Fines and Forfeitures	304,638	0	584,000	0	888,638
Miscellaneous	193,350	350,500	166,000	0	709,850
Bond Proceeds	0	8,400,200	0	0	8,400,200
Lease Proceeds	0	908,000	0	0	908,000
Other Sources - Transfers In/Out	0	298,350	0	1,818,952	2,117,302
Sub-total	1,972,494	9,957,050	1,300,300	1,818,952	15,048,796
Total Revenue - Sources	18,592,712	9,957,050	1,300,300	1,818,952	31,669,014
Expenditures & Other Uses:					
Legislative	\$525,764	\$0	\$0	\$0	\$525,764
General Government	3,528,283	364,000	16,000	0	3,908,283
Town Center	\$165,000	\$0	\$0	\$0	\$165,000
Police	7,549,028	541,000	476,775	0	8,566,803
Fire	50,000	0	0	0	50,000

Parking Compliance	0	0	529,159	0	529,159
Code Compliance	580,648	0	0	0	580,648
Public Safety Subtotal	8,179,676	541,000	1,005,934	0	9,726,610
Public Works	4,588,278	6,770,000	0	0	11,358,278
Community Services	756,062	200,000	139,000	0	1,095,062
Community Development	306,010	2,079,000	130,000	0	2,515,010
Other Financing - Transfers-In	0	0	0	1,818,952	1,818,952
Other Financing - Transfers-Out	1,883,952	0	0	0	1,883,952
Total Expenditures - Uses	19,933,025	9,954,000	1,290,934	1,818,952	32,996,911
Excess of Revenue and Other Sources over Expenditures and Other Uses	(\$1,340,313)	\$3,050	\$9,366	\$0	(\$1,327,897)
Beginning Fund Balance	\$13,241,692				
Ending Fund Balance	\$11,901,379				

Which was the subject of a public hearing on April 16, 2018, after notice thereof was published twice in a newspaper of circulation within the City, is hereby adopted.

The tax rate for all real property, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at sixty-three cents (\$.63) on each one hundred (\$100.00) dollars of assessed value on lands, improvements and fixtures.

The tax rate for all operating property of public utilities and contract carriers, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at one dollar and ninety-eight cents (\$1.98) on each one hundred (\$100.00) dollars of assessed value.

Such taxes on lands and improvements shall be computed on the valuation of said properties in Prince George's County, Maryland, which assessment is hereby adopted and used by the City of Hyattsville as its own valuation assessment of the land and improvements within the corporate limits subject to taxation for property of public utilities and contract carriers, the valuation of said properties as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The tax rate for all tangible personal property, not otherwise exempted, located within the corporate limits of the City shall be and is hereby fixed at one dollar and fifteen cents (\$1.15) on each one hundred (\$100.00) dollars of assessed value of all tangible operating personal property, including commercial inventory. In computing and levying such taxes on tangible personal property, the valuation of such property as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The City Treasurer, or any other person designated by the City Council to act in his/ her place, is hereby authorized and directed to collect the taxes herein levied by this ordinance.

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In accordance with Section C5-6 of the Hyattsville City Charter, the real property taxes provided for in this ordinance shall be due and payable on the first day of July, 2018 and shall be overdue and in arrears when the County's real property taxes are overdue and in arrears. All real property taxes shall bear monthly interest

while in arrears at the rate of two thirds of one percent (.0066) and a monthly penalty of one percent (.01) as provided in Section C5-17 of the City Charter.

Tangible personal property shall bear a fixed penalty of one hundred (\$100.00) dollars for the first month in arrears, which is defined as the period beginning ninety-one (91) days and ending one hundred twenty (120) days following the tax bill date. An additional penalty of one percent (.01) per month shall be due on any taxes in arrears more than one hundred twenty (120) days. All tangible personal property taxes shall bear interest at the rate of two thirds of one percent (.0066) per month while in arrears.

AND BE IT FURTHER ORDAINED, that this budget shall govern the revenue and expenditure of funds by the City during the fiscal year 2019, subject to further budget ordinances enacted by the City pursuant to the Maryland Annotated Code, Local Government Article, Section 5-205(b);

AND BE IT FURTHER ORDAINED, that the City Council may from time to time during the fiscal year amend this budget by motions made, discussed and carried by a 2/3 vote of the City Council so long as any action regarding this budget is taken at a public meeting after notice and a public discussion;

AND BE IT FURTHER ORDAINED, pursuant to Hyattsville Resolution 2004-03 designating the University Town Center Special Taxing District and Hyattsville Resolution 2004-03 authorizing the imposition, levy and collection of special taxes in the Special Taxing District and pursuant to the Rate and Apportioning terms adopted, the City of Hyattsville adopts and approves the report of the Administrator of the University Town Center Special Taxing District (Exhibit A) and hereby assesses and levies as additional real property taxes on the owners of properties in the University Town Center Special Taxing District this special tax as indicated in Appendix A of Exhibit A for the upcoming fiscal year; in the event any parcel numbers are changed prior to the actual billing of taxes by the county, the Administrator shall revise Appendix A to be consistent with the tax parcel numbers used by the County for billing of taxes and recalculate the special tax to be collected from each parcel in a manner consistent with the method utilized to calculate the special taxes in Exhibit A;

AND BE IT FURTHER ORDAINED, that this budget shall govern the number and type of employment positions to include the number of employees and Full-Time Equivalent (FTE) count for Fiscal Year 2019 and the City of Hyattsville approves and adopts these counts as contained in Exhibit B.

AND BE IT FURTHER ORDAINED, that this ordinance shall become effective on July 1, 2018, as provided in Section C2-9 of the City Charter and a fair summary of this Ordinance shall be published twice in a newspaper having general circulation in the City, subject to the provisions of section C3-2A(6) of the City Charter;

INTRODUCED by the City Council of the City of Hyattsville, Maryland at a public meeting on May 21, 2018;

ADOPTED, by the City Council of the City of Hyattsville, Maryland at a public meeting on June 4, 2018.

Adopted: June 4, 2018

Effective Date: July 1, 2018

Attest:

Laura Reams

City Clerk

Candace B. Hollingsworth

Mayor

**CITY OF HYATTSVILLE
SPECIAL OBLIGATION REFUNDING BONDS
UNIVERSITY TOWN CENTER PROJECT
SERIES 2016**

***FISCAL YEAR 2018-2019
SPECIAL TAX REPORT***



Prepared By:

MUNICAP, INC.

May 9, 2018

CITY OF HYATTSVILLE
SPECIAL OBLIGATION REFUNDING BONDS
UNIVERSITY TOWN CENTER PROJECT
SERIES 2016

Fiscal Year 2018-2019
Special Tax Report

INTRODUCTION

The City of Hyattsville issued \$18,000,000 of special obligation bonds in August 2004 related to the University Town Center Development District. These bonds are to be repaid from special taxes collected on the taxable property in the University Town Center Special Taxing District, which was created pursuant to Resolution No. 2004-02 adopted by the City Council on February 17, 2004. Series 2004 Bonds were defeased and redeemed on December 20, 2016 with the \$16,940,000 City of Hyattsville Series 2016 Special Obligation Refunding Bonds.

A special tax is to be collected each fiscal year in the University Town Center Special Taxing District pursuant to Resolution No. 2004-03, and an Executive Order, dated August 9, 2004, executed by the Mayor. This report has been prepared to explain the methodology used to calculate the special tax rates at which property will be taxed in the University Town Center Special Taxing District for fiscal year 2018-2019.

SPECIAL TAX REQUIREMENT

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special taxes collected are equal to the special tax requirement. The special tax requirement is generally equal to (i.) annual debt service, (ii.) administrative expenses, less (iii.) interest income on the reserve fund (*upon closure of the improvement fund*) held by the trustee.

Table A provides a summary of the special tax requirement for fiscal year 2018-2019. Special taxes equal to \$1,185,000.00 will have to be collected for fiscal year 2018-2019. Each of these numbers is explained in the following sections.

Debt Service

Debt service includes interest on the bonds payable on January 1, 2019 and July 1, 2019. Each semi-annual interest payment is equal to \$383,238 on the terms bonds shown below.

Term 2021 Bonds of \$1,435,000 at 3.50%	\$25,113
Term 2027 Bonds of \$4,255,000 at 5.00%	\$106,375
Term 2027 Bonds of \$4,245,000 at 5.00%	\$106,125
Term 2034 Bonds of \$5,8250,000 at 5.05%	\$145,625
Total:	\$383,238

A principal payment of \$440,000 is due on July 1, 2019. As a result, total debt service for fiscal year 2018-2019 is \$1,206,475.

Table A
Special Tax Requirement
Fiscal Year 2018-2019

Debt service:	
Interest on January 1, 2019	\$383,238
Interest on July 1, 2019	\$383,238
Principal on July 1, 2019	\$440,000
<i>Sub-total debt service</i>	<i>\$1,206,475</i>
Administrative expenses	\$30,692
Contingency	\$12,338
<i>Total expenses</i>	<i>\$1,249,505</i>
Reserve fund investment income	(\$15,246)
Surplus from prior year	(\$49,259)
<i>Funds available to be applied for FY18-19</i>	<i>(\$64,505)</i>
<i>Special Tax Requirement</i>	<i>\$1,185,000</i>

Administrative Expenses

Administrative expenses include the trustee, the administrator, and the expenses of the city related to the district. The annual charges of the trustee are estimated to be \$7,190. The fees and expenses of the administrator are estimated to be \$13,502. The expenses of the city are estimated to be \$10,000. Accordingly, the total administrative expenses are estimated at \$30,692.

Contingency

A contingency, equal to approximately two percent of annual debt service plus an additional amount to round the special tax requirement to the nearest thousand has been added in case there are unanticipated expenses or tax payment delinquencies.

Reserve Fund Income

As of April 30, 2018, the balance in the reserve fund was \$1,703,166.00, which consists of the reserve requirement of \$1,694,000.00 and investment income posted to the account in the amount of \$9,166.00. The investment income previously posted to the Reserve Fund will be made available to pay debt service on the Series 2016 Refunding Bonds on July 1, 2018. The reserve fund proceeds are held in First America Treasury Obligation money market fund earning approximately 0.90 percent per annum. At this rate of return, \$15,246.00 in annual investment income will be earned and made available to pay debt service and administrative expenses on the Series 2016 Refunding Bonds for fiscal year 2018-2019.

Surplus from Prior Year

Table B below outlines the surplus from the prior year that may be applied to pay debt service and administrative expenses for fiscal year 2018-2019. Special taxes in the amount of \$1,205,000.00 were billed for collection in fiscal year 2017-2018. As of April 30, 2018, Prince

George's County has reported collecting special taxes in the amount of \$1,205,954.22 (includes interest and penalties and prior year delinquencies) for fiscal year 2017-2018. This amount represents 100 percent of the total special taxes billed for collection during fiscal year 2017-2018. As of April 30, 2018, all special taxes collected for fiscal year 2017-2018 have been transferred to the trustee.

As of April 30, 2018, the balance in the special tax fund and debt service fund were \$914,531.00 and \$889.00, respectively. As mentioned above, an additional \$9,166.00 in interest income is also available in the reserve fund. A portion of these funds will be used to pay debt service due on July 1, 2018, which consists of an interest payment and principal payment of \$390,237.50 and \$400,000.00, respectively, as shown on Table B below.

Table B
Surplus from Prior Year

	Series 2016
<u>Available Funds:</u>	
Special tax revenue fund on April 30, 2018	\$914,531.00
Debt service fund on April 30, 2018	\$889.00
Reserve fund income on April 30, 2018	\$9,166.00
<i>Total funds available</i>	<i>\$924,586.00</i>
Interest payment on July 1, 2018	(<i>\$390,237.50</i>)
Principal payment July 1, 2018	(<i>\$400,000.00</i>)
Administrative expenses	(<i>\$30,090.00</i>)
<i>Subtotal expenses</i>	<i>(<i>\$820,327.50</i>)</i>
Contingency for future principal payment	(<i>\$55,000.00</i>)
<i>Surplus from prior year</i>	<i>\$49,258.50</i>

Administrative expenses for fiscal year 2017-2018 were estimated to be \$30,090.00 and were to be funded with special taxes collected in fiscal year 2017-2018. As of April 30, 2018, the administrative expenses fund has not been funded with special assessments collected in fiscal year 2017-2018. As a result, special assessments collected in fiscal year 2017-2018 in the amount of \$30,090.00 will be transferred from the special assessment fund to the administrative expenses fund. A contingency in the amount of \$55,000.00 will be retained to make future principal payment. Accordingly, an estimated aggregate surplus of \$49,258.50 will be available to pay debt service and administrative expenses for fiscal year 2018-2019.

Special Tax Collected

The special tax to be collected for the year shall be equal to the special tax requirement. The special tax for each parcel shall be equal to the Equivalent Use Factors of the parcel, divided by the Equivalent Use Factors of all Taxable Property in the District, and the result multiplied by the Special Tax Requirement as shown by the formula below:

$$A = (B \div C) \times D$$

Where the terms have the following meaning:

A = The Special Tax for a Parcel

- B = The Equivalent Use Factors of the Parcel
- C = The Equivalent Use Factors of all Taxable Property in the District
- D = The Special Tax Requirement

Equivalent Use Factors means for any parcel, the number of dwelling units, parking spaces, and building square footage of a parcel by the Land Use Class multiplied by the factor for each Land Use Class as shown in Table C below:

Table C
Land Use Class and Equivalent Use Factors

Land Use Class	Equivalent Use Factors
Office Property	0.70 per 1,000 square feet
Parking Property	0.02 per parking space
Residential Property	1.00 per dwelling unit
Retail Property	1.02 per 1,000 square feet

The equivalent use factors for each taxable parcel classified under office or retail land use classes within the district were computed using building square footages obtained from the State Department of Assessments and Taxation. Schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified under office or retail land use class within the district, are attached to Appendix B. Schedules for individual condominium units of residential property can be obtained at <http://sdat.resiusa.org/RealProperty/Pages/default.aspx>. The respective land use class and the aggregate building square footage for office and retail property, the aggregate number of dwelling units for residential parcels and the total number of parking spaces for parking property and the corresponding equivalent use factors for each land use class are shown in Table D below.

Table D
Special Tax District Parcels

Land Use Class	Number of Parcels	Building SF/ Dwelling Units / Parking Spaces/	Equivalent Use Factor	Equivalent Use Factors
Office	6	1,474,707	0.70	1032.29
Retail	4	211,137	1.02	215.36
Residential	136	134	1.0	378.00
Parking	2	1,312	0.02	26.24
Total	148			1,651.89

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax to be collected is equal to the special tax requirement. For fiscal year 2018-2019, the special tax requirement is equal to \$1,185,000.00. The equivalent use factors for all parcels within the district are equal to 1,651.89. As a result, the special tax to be collected per each equivalent use factor is equal to \$717.36 ($\$1,185,000.00 \div 1,651.89 = \717.36).

Table E below shows the aggregate breakdown of special taxes to be collected in the district on the basis of land use class.

Table E
Special Taxes to be Collected
Fiscal Year 2018-2019

Land Use Class	Equivalent Use Factors	Special Tax Per EUF	Special Tax
Office	1032.29	\$717.36	\$740,525.11
Retail	215.36	\$717.36	\$154,490.05
Residential	378.00	\$717.36	\$271,161.36
Parking	26.24	\$717.36	\$18,823.48
Total	1,651.89		\$1,185,000.00

SPECIAL TAX RATES

Special taxes are to be collected in a proportional amount equal to each parcel's equivalent use factors such that the total special tax collected is equal to the special tax requirement. The total expenses of the district for fiscal year 2018-2019 are estimated to be equal to \$1,249,504.50. Surplus revenues from prior year and interest income available to pay expenses are estimated to be \$64,504.50. Accordingly, the special tax requirement is equal to \$1,185,000.00.

The special taxes to be collected on each parcel for fiscal year 2018-2019 are shown in Appendix A. Appendix B includes schedules from the State Department of Assessments and Taxation showing the building square footage for each parcel, which were used in computing the equivalent use factors for each taxable parcel classified as office and retail land use class within the district.

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL 2018

Parcel Account #	Parcel	Building	Owner	Special Tax FY18-19
356694-0	I	Metro I	NEW TOWN METRO I LLC	\$157,312.76
372073-7	R	Metro II	3700 EAST WEST LLC	\$215,886.62
372074-5	S	Retail/Parking	ECHO UTC LLC	\$65,138.12
337808-0	G	Metro IV	HYATTSVILLE OFFICE 2015 LLC	\$94,413.87
366669-0	L	Metro III	6525 BELCREST ROAD LLC	\$245,301.61
383475-1	T	GHS/Garage	VIE AT UNIVERSITY TOWERS LLC	\$182,596.33
383474-4	U	Garage/Retail	BE UTC GSA THEATRE LLC	\$25,934.42
366671-6	M	Retail	BE UTC GSA THEATRE LLC	\$8,885.10
366672-4	N	Land	BE UTC GSA THEATRE LLC	\$0.00
372072-9	Q	Retail	BE UTC GSA THEATRE LLC	\$7,717.30
372068-7	P	Office	BE UTC GSA THEATRE LLC	\$27,610.25
372070-3	P	Retail	BE UTC GSA THEATRE LLC	\$58,077.64
393532-7	201	1 Independence Plaza	HUDSON DABNEY S	\$717.36
393533-5	202	1 Independence Plaza	PRIETO LINA M ETAL F	\$717.36
393534-3	203	1 Independence Plaza	REPOLE MARIO	\$717.36
393535-0	204	1 Independence Plaza	LAI ANTHONY ETAL & S	\$717.36
393536-8	205	1 Independence Plaza	MOORE KAREN P	\$717.36
393537-6	206	1 Independence Plaza	DAWSON ALLEN L	\$717.36
393538-4	207	1 Independence Plaza	GARCIA NOEMI G	\$717.36
393539-2	208	1 Independence Plaza	NIEVES TATIANA	\$717.36
393540-0	209	1 Independence Plaza	WARD MILTON	\$717.36
393541-8	210	1 Independence Plaza	WUSU PROSPER O	\$717.36
393542-6	211	1 Independence Plaza	KUMAZAH INNOCENT K	\$717.36
393543-4	212	1 Independence Plaza	BRADFORD GEORGE & KR	\$717.36
393544-2	213	1 Independence Plaza	THOMAS LEEAN	\$717.36
393545-9	214	1 Independence Plaza	JONES VINCENT E	\$717.36
393546-7	215	1 Independence Plaza	REPOLE MARIO	\$717.36
393547-5	216	1 Independence Plaza	ADOLPHUS MARCUS	\$717.36
393548-3	301	1 Independence Plaza	FERNANDES OSWALD D &	\$717.36
393549-1	302	1 Independence Plaza	PERDUE SAMUEL F	\$717.36
393550-9	303	1 Independence Plaza	HILL DAVID W ETAL CO	\$717.36
393551-7	304	1 Independence Plaza	BROWN LARRY S	\$717.36

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL 2018

Parcel Account #	Parcel	Building	Owner	Special Tax FY18-19
393552-5	305	1 Independence Plaza	BAKER BRIAN	\$717.36
393553-3	306	1 Independence Plaza	SUN LUYU	\$717.36
393554-1	307	1 Independence Plaza	LEE HOYOUNG ETAL & M	\$717.36
393555-8	308	1 Independence Plaza	CHATMAN VANESSA	\$717.36
393556-6	309	1 Independence Plaza	WOJCIK WILLIAM ETAL	\$717.36
393557-4	310	1 Independence Plaza	MARFO KOJO A	\$717.36
393558-2	311	1 Independence Plaza	ANTHONY STEVEN ETAL	\$717.36
393559-0	312	1 Independence Plaza	KIRUTHI FAMILY TRS D	\$717.36
393560-8	313	1 Independence Plaza	PATTERSON CHARMIANE	\$717.36
393561-6	314	1 Independence Plaza	JOHNSON VERA E	\$717.36
393562-4	315	1 Independence Plaza	BURSE-MONROE BARBARA	\$717.36
393563-2	316	1 Independence Plaza	WHITE MATTIE E & BRI	\$717.36
393564-0	401	1 Independence Plaza	LI KIT Y	\$717.36
393565-7	402	1 Independence Plaza	KAPLAN MORIEL E	\$717.36
393566-5	403	1 Independence Plaza	BRANCH DAVID G	\$717.36
393567-3	404	1 Independence Plaza	HONG YOONJEE ETAL JU	\$717.36
393568-1	405	1 Independence Plaza	LUBBEN JOSHUA T ETAL	\$717.36
393569-9	406	1 Independence Plaza	ELLISON RAFE R	\$717.36
393570-7	407	1 Independence Plaza	BERHANE SABA	\$717.36
393571-5	408	1 Independence Plaza	POE WILLIAM L ETAL &	\$717.36
393572-3	409	1 Independence Plaza	KWON TAE H	\$717.36
393573-1	410	1 Independence Plaza	MENON NISHANT K & JE	\$717.36
393574-9	411	1 Independence Plaza	EMLAELU ZEWEREDE	\$717.36
393575-6	412	1 Independence Plaza	SAMANTA LISA T	\$717.36
393576-4	413	1 Independence Plaza	KACHEL CHRISTIAN	\$717.36
393577-2	414	1 Independence Plaza	ASTARABADI SYED MORT	\$717.36
393578-0	415	1 Independence Plaza	DAVER ZANEETA E	\$717.36
393579-8	416	1 Independence Plaza	OVERTON CHRISTINA N	\$717.36
393580-6	501	1 Independence Plaza	SAAD DORY W	\$717.36
393581-4	502	1 Independence Plaza	BAGHDADI LAYA ETAL &	\$717.36
393582-2	503	1 Independence Plaza	EMLAELU MUNIT	\$717.36
393583-0	504	1 Independence Plaza	ADEBAMBO SARAH	\$717.36
393584-8	505	1 Independence Plaza	NZONDJOU PATRICIA E	\$717.36
393585-5	506	1 Independence Plaza	LEWIN GREGORY	\$717.36

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL 2018

Parcel Account #	Parcel	Building	Owner	Special Tax FY18-19
393586-3	507	1 Independence Plaza	ANDREWS AKHIL C	\$717.36
393587-1	508	1 Independence Plaza	WILLIAMS BRIAN A	\$717.36
393588-9	509	1 Independence Plaza	NGUYEN SAM M	\$717.36
393589-7	510	1 Independence Plaza	HPB INVESTMENTS LLC	\$717.36
393590-5	511	1 Independence Plaza	BURKE PATRICK C ETAL	\$717.36
393591-3	512	1 Independence Plaza	JAKCSON HAROLD III	\$717.36
393592-1	513	1 Independence Plaza	SCOTTON LORI L	\$717.36
393593-9	514	1 Independence Plaza	RAHMAN AHMED	\$717.36
393594-7	515	1 Independence Plaza	KAYA AYDIN & BEYHAN	\$717.36
393595-4	516	1 Independence Plaza	FLETCHER FRANCES E	\$717.36
393596-2	601	1 Independence Plaza	JACOB VARGESE ETAL &	\$717.36
393597-0	602	1 Independence Plaza	WEINSTEIN DANIEL B	\$717.36
393598-8	603	1 Independence Plaza	ANWUKAH UZOMA T	\$717.36
393599-6	604	1 Independence Plaza	MCLEAN COLLIN	\$717.36
393600-2	605	1 Independence Plaza	BROWN JEFFREY E JR	\$717.36
393601-0	606	1 Independence Plaza	HAFER JEFFREY H ETAL	\$717.36
393602-8	607	1 Independence Plaza	FV 1 INC	\$717.36
393603-6	608	1 Independence Plaza	JUNE HARRY L WHITE T	\$717.36
393604-4	609	1 Independence Plaza	GONZALES ERIC E ETAL	\$717.36
393605-1	610	1 Independence Plaza	PARKINS JACQUELINE A	\$717.36
393606-9	611	1 Independence Plaza	BRAGDON JEREMY S & H	\$717.36
393607-7	612	1 Independence Plaza	PANDIT SUNIL K	\$717.36
393608-5	613	1 Independence Plaza	PERI DAVID	\$717.36
393609-3	614	1 Independence Plaza	ORUGANTI SOLO 401K T	\$717.36
393610-1	615	1 Independence Plaza	BAKER AJA S	\$717.36
393611-9	616	1 Independence Plaza	TRAINOR PATRICK & SA	\$717.36
393612-7	701	1 Independence Plaza	MATTEI ENRICO A MONZ	\$717.36
393613-5	702	1 Independence Plaza	ROSADO DOUGLAS	\$717.36
393614-3	703	1 Independence Plaza	AYU HECTOR T	\$717.36
393615-0	704	1 Independence Plaza	GEORGE TONY K & IVY	\$717.36
393616-8	705	1 Independence Plaza	CHATO JENNIFER & JOH	\$717.36
393617-6	706	1 Independence Plaza	FLORES MARIA A LIVIN	\$717.36
393618-4	707	1 Independence Plaza	NGUYEN TRANG T	\$717.36
393619-2	708	1 Independence Plaza	EDENS RICHARD W JR	\$717.36

APPENDIX A

CITY OF HYATTSVILLE UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT PRINCE GEORGES COUNTY, MARYLAND

SPECIAL TAX ROLL 2018

Parcel Account #	Parcel	Building	Owner	Special Tax FY18-19
393620-0	709	1 Independence Plaza	VOGEL RONALD	\$717.36
393621-8	710	1 Independence Plaza	DUAN CHANGPING	\$717.36
393622-6	711	1 Independence Plaza	OLIVAIGNACIO FRANK E	\$717.36
393623-4	712	1 Independence Plaza	PAULSON STANLEY L	\$717.36
393624-2	713	1 Independence Plaza	YU HAO	\$717.36
393625-9	714	1 Independence Plaza	CANELA AMIR	\$717.36
393626-7	715	1 Independence Plaza	EDWARD FISHER B	\$717.36
393627-5	716	1 Independence Plaza	DEROSALES JOSEPH C	\$717.36
393628-3	801	1 Independence Plaza	BHAVNANI KISHIN K ET	\$717.36
393629-1	802	1 Independence Plaza	CASKEY DAVID L ETAL	\$717.36
393630-9	803	1 Independence Plaza	CHANG JAY C	\$717.36
393631-7	804	1 Independence Plaza	POWERS JOSEPH C	\$717.36
393632-5	805	1 Independence Plaza	MCCARTHY KATHLEEN A	\$717.36
393633-3	806	1 Independence Plaza	YANG ROBERT T ETAL &	\$717.36
393634-1	807	1 Independence Plaza	SMALL STACY N & JUDI	\$717.36
393635-8	808	1 Independence Plaza	GIPSON TANYA L	\$717.36
393636-6	809	1 Independence Plaza	CHATO JOHN ETAL & CH	\$717.36
393637-4	810	1 Independence Plaza	BOKKISAM RAJESH ETAL	\$717.36
393638-2	811	1 Independence Plaza	SNOWDEN SAMUEL & BOB	\$717.36
393639-0	812	1 Independence Plaza	GENSHEIMER KATHLEEN	\$717.36
393640-8	813	1 Independence Plaza	KUNG FAITH	\$717.36
393641-6	814	1 Independence Plaza	SINGH SATINDER ETAL	\$717.36
393642-4	815	1 Independence Plaza	CAMERON JOHN	\$717.36
393643-2	816	1 Independence Plaza	ELLISON RAFE R	\$717.36
402119-2	200	Plaza Lofts 22	LADEIRA BRUNA D P	\$717.36
402120-0	201	Plaza Lofts 22	ASANTE SELINA ETAL P	\$717.36
402121-8	202	Plaza Lofts 22	ANIKPO MELEI Y	\$717.36
402122-6	203	Plaza Lofts 22	AMOS RALPH E JR	\$717.36
402123-4	204	Plaza Lofts 22	GOLDBERG SHAINA	\$717.36
402124-2	205	Plaza Lofts 22	NORTON EDWARD V REVO	\$717.36
402125-9	206	Plaza Lofts 22	CORTEZ ANN M	\$717.36
402126-7	207	Plaza Lofts 22	TALL FRANCINE J	\$717.36
402127-5	208	Plaza Lofts 22	EDOROR MICHAEL	\$717.36

APPENDIX A

**CITY OF HYATTSVILLE
UNIVERSITY TOWN CENTER SPECIAL TAX DISTRICT
PRINCE GEORGES COUNTY, MARYLAND**

SPECIAL TAX ROLL 2018

Parcel Account #	Parcel	Building	Owner	Special Tax FY18-19
402128-3	209	Plaza Lofts 22	ROBINSON KEENAN T	\$717.36
402129-1	210	Plaza Lofts 22	MCCLEAN KYLE	\$717.36
402130-9	400	Plaza Lofts 22	LIZARRAGA NIKI A	\$717.36
402131-7	401	Plaza Lofts 22	GRAHAM LISA	\$717.36
402132-5	402	Plaza Lofts 22	CHAQUEA JUAN S	\$717.36
402133-3	403	Plaza Lofts 22	PANOVSKI NAUM ETAL Z	\$717.36
402134-1	404	Plaza Lofts 22	NGUYEN ALICE C & KAR	\$717.36
402135-8	405	Plaza Lofts 22	BOOTH NANCY M REVC T	\$717.36
402136-6	406	Plaza Lofts 22	MELKONIAN RONALD ETA	\$717.36
402137-4	407	Plaza Lofts 22	KOSLOW AMANDA	\$717.36
402138-2	408	Plaza Lofts 22	BRIGADOON VALHALLA P	\$717.36
402139-0	409	Plaza Lofts 22	WONG GORDON Y	\$717.36
402140-8	410	Plaza Lofts 22	YU YIFANG	\$717.36
Total				\$1,185,000.00

APPENDIX B

**City of Hyattsville
University Town Center Special Taxing District
State Department of Assessments and Taxation
SDAT Schedules**

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3566940							
Owner Information											
Owner Name:				NEW TOWN METRO I LLC				Use:		COMMERCIAL	
Mailing Address:				THE BERSTEIN COMPANIES 3299 K ST NW STE 700 WASHINGTON DC 20007-				Principal Residence:		NO	
								Deed Reference:		/34387/ 00304	
Location & Structure Information											
Premises Address:				6505 BELCREST RD HYATTSVILLE 20782-0000				Legal Description:		PARCEL 1	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	198052	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
1964			313278						1.7000 AC		005
Stories	Basement	Type	Exterior			Full/Half Bath		Garage	Last Major Renovation		
		OFFICE BUILDING									
Value Information											
			Base Value			Value		Phase-in Assessments			
						As of		As of		As of	
						01/01/2016		07/01/2017		07/01/2018	
Land:			1,110,700			1,401,900					
Improvements			12,889,300			15,098,100					
Total:			14,000,000			16,500,000		15,666,667		16,500,000	
Preferential Land:			0							0	
Transfer Information											
Seller:				Date: 02/08/2013				Price: \$16,000,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /34387/ 00304				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /11044/ 00033				Deed2:			
Seller:				Date:				Price:			
Type:				Deed1:				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017			07/01/2018		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application					Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Account Identifier:			District - 17 Account Number - 3720737							
Owner Information										
Owner Name:			3700 EAST WEST LLC				Use:		COMMERCIAL	
Mailing Address:			BERNSTEIN CO STE 700 3299 K ST NW WASHINGTON DC 20007-				Principal Residence:		NO	
							Deed Reference:		/40112/ 00349	
Location & Structure Information										
Premises Address:			3700 EAST WEST HWY HYATTSVILLE 20782-0000				Legal Description:		PARCEL R	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054
0042	00A2	0000		7016				2016	Plat Ref:	
Special Tax Areas:				Town:		HYATTSVILLE				
				Ad Valorem:						
				Tax Class:		8				
Primary Structure Built 1968			Above Grade Living Area 429924		Finished Basement Area		Property Land Area 2.8700 AC		County Use 005	
Stories	Basement	Type OFFICE BUILDING		Exterior	Full/Half Bath		Garage	Last Major Renovation		
Value Information										
			Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2017		As of 07/01/2018	
Land:			1,875,200		1,875,200					
Improvements			56,155,600		29,162,900					
Total:			58,030,800		31,038,100		31,038,100		31,038,100	
Preferential Land:			0						0	
Transfer Information										
Seller: PRINCE GEORGE CNTR II LLC RE				Date: 10/13/2017				Price: \$5,000,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /40112/ 00349				Deed2:		
Seller: PRINCE GEORGE CNTR II LP				Date: 12/02/2005				Price: \$0		
Type: NON-ARMS LENGTH OTHER				Deed1: /23584/ 00680				Deed2:		
Seller: PRINCE GEORGE CNTR INC				Date:				Price: \$0		
Type:				Deed1: /08751/ 00443				Deed2:		
Exemption Information										
Partial Exempt Assessments:			Class				07/01/2017		07/01/2018	
County:			000				0.00			
State:			000				0.00			
Municipal:			000				0.00 0.00		0.00 0.00	
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status:			No Application							
Homeowners' Tax Credit Application Information										
Homeowners' T ax Credit Application Status:			No Application				Date:			

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720745							
Owner Information											
Owner Name:				ECHO UTC LLC				Use:		COMMERCIAL	
Mailing Address:				560 EPSILON DR PITTSBURGH PA 15238-0000				Principal Residence:		NO	
								Deed Reference:		/35579/ 00001	
Location & Structure Information											
Premises Address:				6401 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL S	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2016			199058						3.4900 AC		005
Stories	Basement		Type	Exterior	Full/Half Bath		Garage	Last Major Renovation			
			MARKET					2016			
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2017		07/01/2018		
Land:			2,280,300		2,280,300						
Improvements			17,456,800		18,913,600						
Total:			19,737,100		21,193,900		20,708,300		21,193,900		
Preferential Land:			0						0		
Transfer Information											
Seller: PRINCE GEORGES CNTR				Date: 01/29/2014				Price: \$2,500,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /35579/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /08751/ 00443				Deed2:			
Seller:				Date:				Price:			
Type:				Deed1:				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017			07/01/2018		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:				No Application				Date:			

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3378080							
Owner Information											
Owner Name:				HYATTSVILLE OFFICE 2015 LLC				Use:		COMMERCIAL	
Mailing Address:				675 THIRD AVE SUITE 2400 NEW YORK NY 10017-				Principal Residence:		NO	
								Deed Reference:		/37697/ 00290	
Location & Structure Information											
Premises Address:				3311 TOLEDO RD HYATTSVILLE 20782-0000				Legal Description:		PARCEL G	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	192019	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2003			188019						1.0100 AC		005
Stories	Basement	Type	Exterior		Full/Half Bath		Garage	Last Major Renovation			
		OFFICE BUILDING						2002			
Value Information											
			Base Value			Value		Phase-in Assessments			
						As of		As of		As of	
						01/01/2016		07/01/2017		07/01/2018	
Land:			659,900			659,900					
Improvements			41,516,500			15,430,100					
Total:			42,176,400			16,090,000		16,090,000		16,090,000	
Preferential Land:			0							0	
Transfer Information											
Seller: JPMCC 2003 C1 TOLEDO OFFICE LLC				Date: 12/17/2015				Price: \$7,376,250			
Type: NON-ARMS LENGTH OTHER				Deed1: /37697/ 00290				Deed2:			
Seller: PGMC IV LLC				Date: 07/08/2014				Price: \$4,875,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36146/ 00515				Deed2:			
Seller: PRINCE GEORGE CENTER I INC				Date: 11/28/2001				Price: \$400,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /15209/ 00641				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017		07/01/2018			
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00		0.00 0.00			
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status:			No Application								
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:			No Application				Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666690							
Owner Information											
Owner Name:				6525 BELCREST ROAD LLC				Use: Principal Residence:		COMMERCIAL NO	
Mailing Address:				STE 320 33 WEST 19TH ST NEW YORK NY 10011-				Deed Reference:		/37718/ 00016	
Location & Structure Information											
Premises Address:				6525 BELCREST RD HYATTSVILLE 20782-0000				Legal Description:		PARCEL L	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205042	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built 1972			Above Grade Living Area 488502			Finished Basement Area			Property Land Area 2.7800 AC		County Use 005
Stories	Basement	Type	Exterior			Full/Half Bath		Garage	Last Major Renovation		
		OFFICE BUILDING									
Value Information											
			Base Value			Value As of 01/01/2016		Phase-in Assessments As of 07/01/2017		As of 07/01/2018	
Land:			1,966,400			2,219,000					
Improvements			23,033,600			18,047,800					
Total:			25,000,000			20,266,800		20,266,800		20,266,800	
Preferential Land:			0							0	
Transfer Information											
Seller: FUCMS 1999 C1 BELCREST RD LLC				Date: 12/28/2015				Price: \$6,510,001			
Type: NON-ARMS LENGTH OTHER				Deed1: /37718/ 00016				Deed2:			
Seller: PG METRO CENTER III INC				Date: 08/23/2013				Price: \$9,825,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /35120/ 00123				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /12085/ 00627				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017			07/01/2018		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:			Special Tax Recapture:								
Exempt Class:			NONE								
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application					Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map			View GroundRent Redemption			View GroundRent Registration				
Account Identifier:			District - 17 Account Number - 3834751							
Owner Information										
Owner Name:			VIE AT UNIVERSITY TOWERS LLC			Use:		APARTMENTS		
Mailing Address:			STE 2500 80 SW 8TH ST MIAMI FL 33130-			Principal Residence:		NO		
						Deed Reference:		/40531/ 00450		
Location & Structure Information										
Premises Address:			6515 BELCREST RD HYATTSVILLE 20782-0000			Legal Description:		PRINCE GEORGE CENTER PARCEL T		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217014
0042	00A2	0000		7017				2016	Plat Ref:	
Special Tax Areas:				Town:		HYATTSVILLE				
				Ad Valorem:						
				Tax Class:		8				
Primary Structure Built 2006			Above Grade Living Area 389030		Finished Basement Area		Property Land Area 1.4300 AC		County Use 004	
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
		APARTMENT								
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of 01/01/2016		As of 07/01/2017		As of 07/01/2018	
Land:			934,300		934,300					
Improvements			53,565,700		60,951,100					
Total:			54,500,000		61,885,400		59,423,600		61,885,400	
Preferential Land:			0						0	
Transfer Information										
Seller: MLCFC 2007 8 BELCREST ROAD LLC				Date: 02/02/2018			Price: \$69,500,000			
Type: ARMS LENGTH IMPROVED				Deed1: /40531/ 00450			Deed2:			
Seller: UTC HOUSING 1 LLC				Date: 10/17/2012			Price: \$39,150,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /34030/ 00013			Deed2:			
Seller:				Date:			Price: \$0			
Type:				Deed1: /20005/ 00685			Deed2:			
Exemption Information										
Partial Exempt Assessments:			Class		07/01/2017		07/01/2018			
County:			000		0.00					
State:			000		0.00					
Municipal:			000		0.00 0.00		0.00 0.00			
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status:			No Application							
Homeowners' Tax Credit Application Information										
Homeowners' T ax Credit Application Status:			No Application			Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3834744							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6500 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PAR U LOFTS 22 LEV 1 RETAIL&COMM ELE (NPL 09 4021192)	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	217014	
0042	00A2	0000		7017				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2006			277190						2.5900 AC		005
Stories	Basement	Type	Exterior			Full/Half Bath		Garage	Last Major Renovation		
		PARKING STRUCTURE									
Value Information											
				Base Value		Value		Phase-in Assessments			
						As of		As of		As of	
						01/01/2016		07/01/2017		07/01/2018	
Land:		1,692,300		1,692,300							
Improvements		5,307,700		6,107,700							
Total:		7,000,000		7,800,000		7,533,333		7,800,000			
Preferential Land:		0						0			
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 03/29/2012				Price: \$0			
Type: NON-ARMS LENGTH OTHER				Deed1: /33490/ 00376				Deed2:			
Seller: UTC RETAIL I LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Exemption Information											
Partial Exempt Assessments:		Class		07/01/2017		07/01/2018					
County:		000		0.00							
State:		000		0.00							
Municipal:		000		0.00 0.00		0.00 0.00					
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application				Date:					

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666716							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6450 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL M	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205043	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2007			12143						24,784 SF		005
Stories	Basement		Type	Exterior	Full/Half Bath		Garage		Last Major Renovation		
			RESTAURANT								
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2017		07/01/2018		
Land:			371,700		371,700						
Improvements			1,078,300		1,836,800						
Total:			1,450,000		2,208,500		1,955,667		2,208,500		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: UTC RETAIL II LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /20005/ 00700				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017			07/01/2018		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application						Date:			

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3666724							
Owner Information											
Owner Name:				BE UTC PARCEL N LLC				Use:		COMMERCIAL	
Mailing Address:				KEVIN BERMAN BERMAN ENT 5410 EDSON LANE SUITE 220 ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36029/ 00586	
Location & Structure Information											
Premises Address:				6400 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL N	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	205043	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built		Above Grade Living Area			Finished Basement Area			Property Land Area 2.4200 AC		County Use 005	
Stories	Basement	Type	Exterior	Full/Half Bath			Garage	Last Major Renovation			
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of 01/01/2016		As of 07/01/2017		As of 07/01/2018		
Land:			1,438,900		1,438,900						
Improvements			0		0						
Total:			1,438,900		1,438,900		1,438,900		1,438,900		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 05/27/2014				Price: \$700,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36029/ 00586				Deed2:			
Seller: UTC RETAIL III LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /20005/ 00700				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class		07/01/2017			07/01/2018			
County:			000		0.00						
State:			000		0.00						
Municipal:			000		0.00 0.00			0.00 0.00			
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application					Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption			View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720729						
Owner Information										
Owner Name:				BE UTC GSA THEATRE LLC				Use: Principal Residence:		COMMERCIAL NO
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Deed Reference:		/36078/ 00001
Location & Structure Information										
Premises Address:				6451 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PARCEL Q
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209054
0042	00A2	0000		7016				2016	Plat Ref:	
Special Tax Areas:				Town:			HYATTSVILLE			
				Ad Valorem:						
				Tax Class:			8			
Primary Structure Built 2007			Above Grade Living Area 10547		Finished Basement Area		Property Land Area 23,522 SF		County Use 005	
Stories	Basement		Type	Exterior	Full/Half Bath		Garage	Last Major Renovation		
			RETAIL STORE							
Value Information										
			Base Value		Value As of 01/01/2016		Phase-in Assessments As of 07/01/2017		As of 07/01/2018	
Land:			352,800		352,800					
Improvements			747,200		1,489,300					
Total:			1,100,000		1,842,100		1,594,733		1,842,100	
Preferential Land:			0						0	
Transfer Information										
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:		
Seller: UTC RETAIL VI LLC				Date: 11/18/2011				Price: \$25,100,000		
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:		
Seller: PRINCE GEORGE CNTR II LP				Date: 05/02/2006				Price: \$211,600		
Type: ARMS LENGTH VACANT				Deed1: /00000/ 00000				Deed2:		
Exemption Information										
Partial Exempt Assessments:			Class		07/01/2017			07/01/2018		
County:			000		0.00					
State:			000		0.00					
Municipal:			000		0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:						
Exempt Class:				NONE						
Homestead Application Information										
Homestead Application Status:		No Application								
Homeowners' Tax Credit Application Information										
Homeowners' T ax Credit Application Status:			No Application				Date:			

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720687							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6501 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PT PARCEL P	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209053	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2009			72576						1.2400 AC		005
Stories	Basement		Type	Exterior	Full/Half Bath		Garage	Last Major Renovation			
			OFFICE BUILDING								
Value Information											
			Base Value		Value		Phase-in Assessments				
					As of		As of		As of		
					01/01/2016		07/01/2017		07/01/2018		
Land:			810,200		810,200						
Improvements			8,689,800		7,250,700						
Total:			9,500,000		8,060,900		8,060,900		8,060,900		
Preferential Land:			0						0		
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: UTC RETAIL IV LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller:				Date:				Price: \$0			
Type:				Deed1: /20005/ 00705				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class			07/01/2017			07/01/2018		
County:			000			0.00					
State:			000			0.00					
Municipal:			000			0.00 0.00			0.00 0.00		
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application					Date:				

Search Result for PRINCE GEORGE'S COUNTY

View Map				View GroundRent Redemption				View GroundRent Registration			
Account Identifier:				District - 17 Account Number - 3720703							
Owner Information											
Owner Name:				BE UTC GSA THEATRE LLC				Use:		COMMERCIAL	
Mailing Address:				BERMAN ENTPR STE 220 5410 EDSON LN ROCKVILLE MD 20852-				Principal Residence:		NO	
								Deed Reference:		/36078/ 00001	
Location & Structure Information											
Premises Address:				6501 AMERICA BLVD HYATTSVILLE 20782-0000				Legal Description:		PT PARCEL P	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	209053	
0042	00A2	0000		7016				2016	Plat Ref:		
Special Tax Areas:				Town:				HYATTSVILLE			
				Ad Valorem:							
				Tax Class:				8			
Primary Structure Built			Above Grade Living Area			Finished Basement Area			Property Land Area		County Use
2007			79373						2.6900 AC		005
Stories	Basement	Type	Exterior	Full/Half Bath			Garage	Last Major Renovation			
		CINEMA									
Value Information											
			Base Value			Value		Phase-in Assessments			
						As of		As of		As of	
						01/01/2016		07/01/2017		07/01/2018	
Land:			1,757,600			1,757,600					
Improvements			10,642,400			10,786,800					
Total:			12,400,000			12,544,400		12,496,267		12,544,400	
Preferential Land:			0							0	
Transfer Information											
Seller: HYATTSVILLE PROP HLDNGS LLC				Date: 06/13/2014				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /36078/ 00001				Deed2:			
Seller: UTC RETAIL IV LLC				Date: 11/18/2011				Price: \$25,100,000			
Type: NON-ARMS LENGTH OTHER				Deed1: /33119/ 00001				Deed2:			
Seller: PRINCE GEORGE CTR II LTD P				Date: 05/02/2006				Price: \$1,054,500			
Type: ARMS LENGTH IMPROVED				Deed1: /00000/ 00000				Deed2:			
Exemption Information											
Partial Exempt Assessments:			Class					07/01/2017		07/01/2018	
County:			000					0.00			
State:			000					0.00			
Municipal:			000					0.00 0.00		0.00 0.00	
Tax Exempt:				Special Tax Recapture:							
Exempt Class:				NONE							
Homestead Application Information											
Homestead Application Status:		No Application									
Homeowners' Tax Credit Application Information											
Homeowners' T ax Credit Application Status:		No Application						Date:			



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Katie Gerbes

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Action Items (9:15 p.m. - 9:35 p.m.)

SUBJECT

PPS 4-17025: Hyatt View (15 minutes)

HCC-357-FY18

Recommendation:

I move that the City Council authorize the Mayor to submit correspondence on behalf of the City of Hyattsville to the Maryland-National Capital Park & Planning Commission in support the preliminary plan of subdivision for the Hyatt View development PPS 4-17025, subject to the following conditions:

- The public utility easement shall be 10-feet;
- The applicant shall provide the City of Hyattsville with an exhibit demonstrating the location of the concrete pad that residents will use to put out their trash and recycling bins;
- M-NCPPC staff should confirm whether or not the parking pad provided outside each unit meets the standards to be considered a dedicated parking space. If the pad does not meet those dimensions, the applicant shall revise the plan reflecting the proper dimensions for a parking space;
- The applicant should reduce the number of units on site below eight.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[Action_Memo.docx](#)

[Statement of Justification](#)

[Variance Request](#)

[Site Plan](#)

[Gateway Arts District Standards - Build To Line.pdf](#)

Summary Background:

The proposed development is located at the southeast corner of 44th Avenue and Oglethorpe Street. The property currently consists of one single-family detached home. The applicant is proposing the construction of eight (8) fee-simple townhouses on the site. See attached memo for additional project details.

Next Steps:

The Planning Board hearing for the proposal is scheduled for June 7, 2018.

Fiscal Impact:

N/A

City Administrator Comments:

TBD

Community Engagement:

This proposal was first presented to the community at the May 7, 2018 City Council meeting. The application was presented and discussed by the Planning Committee on May 15, 2018. Additionally, the City hosted a page on the Speak Up HVL website for residents to leave their comments on the project.

Strategic Goals:

Goal 2 – Ensure the Long-Term Economic Viability of the City

Legal Review Required?

N/A



Memo

To: Mayor and City Council

CC: Tracey Nicholson, City Administrator

From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development

Date: May 16, 2018

Re: PPS 4-17025: Hyatt View

Attachments: Site Plan
Statement of Justification
Variance Request
May 2018 Planning Committee Minutes
Gateway Arts District Standards – Built-To Line

The purpose of this memorandum is to provide the Mayor and members of the City Council with background information on PPS 4-17025, a preliminary plan of subdivision application for the Hyatt View development, proposed to be located at the corner of 44th Avenue and Oglethorpe Street, Hyattsville.

Project Summary

- The development proposes the construction of 8 townhouses at the southeast corner of Oglethorpe Street and 44th Avenue;
- The property is located in the “Town Center” character area of the Gateway Arts District Development Overlay Zone;
- The construction of the townhomes is permitted “by-right,” so this development will only come to the City for a preliminary plan of subdivision, not a detailed site plan;
- Staff concerns include the quantity and size of units on the .27-acre site; the private alley access to the units; the location of sanitation services and the lack of on-site visitor parking;
- Planning Committee concerns on the project include the number of units on site, the lack of full traffic circulation and concerns over the right-of-way width;
- Ultimately, the Planning Committee voted to not support the project as proposed, rather asking the applicant to reduce the unit count and create an alley connected to both 44th Avenue and Oglethorpe Street;

- Staff are recommending that the City Council support this application, subject to the following conditions:
 - o The public utility easement shall be 10-feet;
 - o The applicant shall provide the City of Hyattsville with an exhibit demonstrating the location of the concrete pad that residents will use to put out their trash and recycling bins;
 - o M-NCPPC staff should confirm whether or not the parking pad provided outside each unit meets the standards to be considered a dedicated parking space. If the pad does not meet those dimensions, the applicant shall revise the plan reflecting the proper dimensions for a parking space;
 - o The applicant should reduce the number of units on site below eight, perhaps in one of the configurations laid out by staff.

Project Details

The proposed development is located at the southeast corner of 44th Avenue and Oglethorpe Street. The property currently consists of one single-family detached home. The applicant is proposing the construction of eight (8) fee-simple townhouses on the site. The property is zoned C-O (commercial office) and lies within the Gateway Arts District Development District Overlay Zone (DDOZ). Within the DDOZ, the property falls into the “town center” character area. The total area of the subject site is 0.27 acres.

The applicant is proposing eight (8) townhouse lots on the site. As proposed, all of the townhouses will be 16-feet wide. The townhouses are proposed to face Oglethorpe Street and vehicular access provided via a private alley on the southern edge of the site that services the garages. The alley would connect to the street grid via the existing curb cut at 44th Avenue. The townhouses will have a rear loaded, one car garage. Between the garage and the alley, there will be a 16-foot pad that can be used to park another car, if needed. There is no guest parking provided within the development. The applicant will be handling all stormwater on site, as is consistent with Prince George’s County and State of Maryland laws.

This proposal is unique in that it only requires a preliminary plan of subdivision and not a detailed site plan. Typically, developments in the City required to go through both processes. Because the subject site below the threshold that triggers a DSP, there is no detailed site plan associated with the application. If the preliminary plan of subdivision is approved, the applicant will move directly to permitting and build out through the Department of Permits, Inspections and Enforcement (DPIE).

Variance Requests

The applicant is seeking one (1) variance for the project. The requested variance is for a five-foot public utility easement, when the current standard is 10 feet. The applicant is requesting the variance because the public utilities are already present on the site and fit within a five-foot easement.

Staff are not supportive of this variance request. Staff believe the density of the site warrants a safe and comfortable pedestrian realm and that cannot be accommodated with a 5-foot easement on the front of the property. Staff also believe that the additional five-feet would be advantageous to provide adequate landscaping and servicing opportunities at the front of the homes. The City has not asked the applicant to expand the Oglethorpe Street right-of-way, which is standard per the Gateway Arts District Sector Plan, so believe the full public utility easement of 10 feet should be maintained.

Planning Committee Review

The applicant presented their plans to the Planning Committee at their May 15, 2018 meeting. The general feeling amongst committee members was that the proposal was decent, although not very inspired or special. Specific concerns from the committee included apprehension that the proposed sanitation plan of all residents bringing their trash to a concrete pad on 44th Avenue would be sufficient. Committee members also noted that the exterior parking space provided by the applicant does not technically meet the requirements of a standard parking space, so may not count as a valid parking space. The applicant indicated they would look into the necessary dimensions and make changes, if appropriate.

Ultimately, the Planning Committee brought forth three motions for recommendations to the City Council. The first motion read, "the City Council should approve the subdivision of this lot into 8 units." That motion failed to pass, with only 1 committee member supporting the motion as written. The committee then successfully moved the following two recommendations:

- The City should ask the developer to revise the site plan to decrease the number of units and create a full alley that connects to Oglethorpe Street;
- The City Council should confirm that a 30-foot right-of-way is feasible and will be accepted, as a 50-foot right-of-way would change the design of the plan significantly.

Minutes from the Planning Committee meeting are attached to this memo.

Regarding the Committee's recommendation on right-of-way, Staff have had several conversations with M-NCPPC on this issue. The current right-of-way for Oglethorpe Street is 30-feet, however the Gateway Arts District Sector Plan states that the preferred right-of-way is 50-feet, which allows for the widening of roads and the creation of a fully developed pedestrian realm. In talking to M-NCPPC, they have indicated that the ultimate decision on the required right-of-way can be left to the City, as the City owns and operates Oglethorpe Street. City Staff have assessed the situation and have determined that a right-of-way of 30-feet would be sufficient, and there is not a need for the applicant to dedicate land to expand the right-of-way.

Staff Recommendations

Staff have several significant concerns about the Preliminary Plan of Subdivision application.

It is the desire of both the applicant and staff that sanitation services be provided through the City of Hyattsville. The property has public roadways on two of its four corners, making local trash services a possibility. The complicating factor, in this case, is where the trash bins will be located to be serviced. Bins must be along Oglethorpe Street or 44th Avenue to be in the public right-of-way. The City Code reads that trashcans may not be permanently stored before the build-to line of the property. Although theoretically possible, staff have expressed concern that residents will not be willing to tote their trash and recycling bins from the rear to the front of the house on a weekly basis to put them out on Oglethorpe Street. Staff have discussed the option with the applicant of some sort of shared concrete pad along 44th Avenue where bins could be placed. The applicant has indicated their intent to provide the City with an exhibit of where a publicly dedicated pad could be located. As of May 17th, the applicant has not provided the City with the promised exhibit, and staff believe that exhibit should be a condition of approval for this development application.

Parking is also a concern with this application. The applicant is meeting the Gateway Arts District Sector Plan requirements of 1.5 parking spaces per dwelling unit by providing two parking spaces provided per unit. One space will be provided in a garage, and the other space accommodated through a pad space in front of the single car garage. A concern arose at the Planning Committee meeting that the provided dimensions of the parking pad (16' by 9') does not meet M-NCPPC's definition of a standard parking space. A standard parking space is defined as 19' by 9.5', while a compact space is defined as 16' by 9'. It was the opinion of one committee member that in order to count towards parking requirements, parking spaces need to be standard, not compact, in size. Staff have relayed this concern to the M-NCPPC reviewer and are waiting for a response. Additionally, there is no dedicated visitor parking on site. The property is located within Residential Parking Permit Zone 2, however there is limited capacity along 44th for on-street parking and no parking permitted on Oglethorpe Street. There is a slight concern among staff that there may be visitor parking issues related to the site.

Finally, staff believe that the site is too small to support eight townhouses, and recommend that the applicant reduce the number of units provided within the community. The reduction in units would provide for larger homes, yield less traffic on the alley, allow for double car garages and make servicing concerns, like sanitation, less of an issue. Additionally, while the proposal is an infill project and technically meets the standards of the Gateway Arts District Sector Plan, there are concerns that the proposal may stick out from the surrounding properties. Lowering the number of units may help the proposal better fit with the fabric of the surrounding community.

Staff are not recommending a specific unit count, but would like to see a reduction from eight units. In discussions with the applicant on this topic, the applicant expressed the concern that a reduction in units may violate the development standard for 80% lot build out (approximately 128 feet). Staff request that the applicant look at other options to divide the build out into a smaller number of units. For example, the following unit widths would also build out to a minimum of 128 feet:

- 7 20-foot units (140 feet, 7 units total)
- 2 24-foot units and 5 16-foot units (128 feet, 7 units total)
- 2 24-foot units and 4 20-foot units (128 feet, 6 units total)
- 6 22-foot units (132 feet, 6 units total)

The Planning Committee expressed their desire to see a connection of the alley or "driveway" through to Oglethorpe Street. Staff understand this concern of the Planning Committee and initially had the same reservations. After a review, staff believe the driveway can work in its current design. The extension of the driveway would enhance circulation, but would also significantly reduce the space available for development on an already tight lot. Additionally, the alley will be privately owned and managed by the homeowner's association. Staff have concerns about the ability, from both a management and financial perspective, for a homeowner's association to maintain and eventually replace the alley. Expansion of the alley would add additional financial strain to the homeowner's association, which could potentially be as few as five houses.

Staff are recommending that the City Council support this preliminary site plan application subject to the following conditions:

- The public utility easement shall be 10-feet;

- The applicant shall provide the City of Hyattsville with an exhibit demonstrating the location of the concrete pad that residents will use to put out their trash and recycling bins;
- M-NCPPC staff should confirm whether or not the parking pad provided outside each unit meets the standards to be considered a dedicated parking space. If the pad does not meet those dimensions, the applicant shall revise the plan reflecting the proper dimensions for a parking space;
- The applicant should reduce the number of units on site below eight, perhaps in one of the configurations laid out by staff.

Next Steps

This application will come back to the City Council on the “Action” agenda on May 21st. Immediately following the meeting, Staff will relay City Council action to M-NCPPC staff for inclusion in their staff report. The Planning Board hearing is currently scheduled for June 7th.

Statement of Justification

Proposed 8 Town house lots, "Hyatt View"
5809-5811 44th St. Hyattsville, MD
February 20, 2018

Presented to:

M-NCPPC Development Review Division
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772

Prepared by:

RBC LLC
Alan Rahimi, Owner
P.O. Box 60677
Potomac, MD 20859
301-704-6465

Background:

The subject property located at 5809 and 5811 44th St. in Hyattsville, MD is within the newly revitalized downtown area of Hyattsville. Property at current state is comprised of a single-family house that was built in 1921 and has been used as residence. Property has no significant or historical value that would encourage restoration.

Property is surrounded by commercial offices on Baltimore Ave., residential buildings across the street and Dematha High School a block away.

Significant revitalization of the downtown Hyattsville has been concentrated along Baltimore Ave. for commercial businesses. Town house and condominiums make up the residential part in streets on either side of Baltimore Ave.

Commercial businesses take the most advantage by having frontage at Baltimore Ave. for visibility and customer access. There are very few businesses on side streets.

Current Conditions:

The 2004 approved sector plan for Gateway Art District maintained the property in the Commercial Office (C-O) Zone and superimposed a Development District Overlay (DDO), placing it in the Town Center Character Area. According to the DDO, the underlying zone allows for Town Houses.

There are several commercial offices adjacent to this property on Baltimore Ave. which have been vacant for some time, indicating that demand for commercial offices are very low. Examples are the offices next to car rental agency and doctor office behind the property on Baltimore Ave.

One block down there is a recent development comprising of several hundred townhouses, condominiums and rental apartments on both side of Baltimore Ave. The existing housing units in the area are in high

demand and resales are strong every year. Demand for housing is on the rise with more people moving out of Washington DC to surrounding communities in Maryland looking for more affordable housing. Real Estate market has been particularly strong in Hyattsville and surrounding area. A new complex of housing units and super market was just opened up last year a mile up the road in Riverdale.

Best Use of the Land:

To evaluate the current state of real estate needs in the city, a meeting was arranged with the city planner, director and council member serving the area. Proposed subdivision was presented during the meeting and inputs welcomed. All city officials in attendance were in agreement with the need for more housing in that location instead of commercial offices based on current trends and uses of existing parcels.

Development decision was based on current market demands for commercial offices or residential units. Commercial offices and businesses in downtown Hyattsville are getting more established and heavily rely on local residences to support them. Additional customers will help them even more. Given the current real estate market with high demands for housing, it is desirable to offer more housing units that are affordable and meet the needs of the community and current buyers. Townhouses are very appropriate dwelling unit for this location as they will be consistent with character of the surrounding areas and promote the urban living style.

Proposed town houses will be 16'x40', which is 3' longer than existing houses nearby. They will have 4 levels with garage at the basement level and three more stories on top. Street access will be at first level to Oglethorpe St. They will have a more classic look with Mansard roof design, high-end finishes and materials for the front elevations like brick, stone and or stucco. Inside there will be four levels of finished spaces that provide maximum utilization of the land and amenities that are needed and desired by the current buyers.

The proposed development provides two parking spots (1.5 per unit is required) that will satisfy the parking needs of the residents.

Development proposes an alley in the back with one car garage in the lower level of the house and another parking spot on driveway outside the house.

The proposed town houses will provide walking distance access to shops and restaurants nearby and will reduce the need for automobiles to access such facilities. Thus, reducing traffic and improving quality of life.

Approach in Meeting the Requirements:

The proposed subdivision is designed in accordance with the requirements of Development District Standards (DDS) for the applicable requirements under Town Center (TC) character area marked with an "X". A compliance table has been generated to enumerate the requirements and demonstrates compliance in site plan.

The Permit and Site Plan review process on page 139 of the "Gateway Art District" does not necessitate generation of Detailed Site Plan when the requirements of District Development Standards are met. The proposed development is in full compliance with the stated requirements and seeks to take the path of permit process accordingly.

According to the Gateway Art District sector plan Development District Standards (DDS) for the Town Center (TC) character area lists the applicable requirements to the location for this subdivision starting at page 146. Several of the listed requirements under TC are not applicable to this project. The applicable requirements for TC character area were met point by point which made up the character and shape of this project and influenced parameters for site and architectural plan developments.

The configuration and design of subdivision was shaped in most part by the following requirements in the DDS.

1. Build to line for residential uses of +/- 15'. We propose about 8' of front yard.

2. All buildings shall be built out to minimum of 80% of site frontage. We propose 8- 16' wide townhouse units to meet the minimum frontage.
3. Designing front and end wall elevations that are made of substantial materials and don't look plain. See architectural design schematics.
4. Provide access and parking in rear alley. An alley was designed for rear loading and access.
5. 1.5 parking spaces required but designed for two parking spaces per unit.
6. 6' tall privacy fence in rear.
7. Planting shade trees at rate of one per 5000 sq. ft. (Landscape manual is not applicable in the DDS)
8. Building will be less than 45' high.

Summary:

The current and projected future needs for real estate in downtown Hyattsville area, indicates more demand for higher density residential units like townhouse compared to low demand commercial offices.

Officials in City of Hyattsville and council members have reviewed this project and they have demonstrated support for it as well. They appreciate the idea of more people in the community supporting the existing businesses and increasing the revenue source to do bigger and better things for the city.

Adding more housing units means increasing foot traffic for the businesses on Baltimore Ave. which are in need of more customers to generate revenue and to thrive.

This project will complement the new character of the down town Hyattsville and will transform the bland, old and uninteresting looking house at corner of Oglethorpe and 44th St. to a new and vibrant town house community that will be source of additional life and energy to City of Hyattsville.

Request for a variation to reduce Public Utility Easement width

PRELIMINARY PLAN 4-17025

HAYATT VIEW

ALAN RAHIMI (APPLICANT)

Property Information & Proposed Use

The subject property is known as P/o Lot 18 & Lot 19, having an area of 0.2744 acres. The property is located in a fully developed area with mix uses, single family houses, multifamily and commercial. The proposed development is in compliance with the current zoning, C-O, and the Hyattsville Art District Overlay Zone DDO and the general characteristic of the neighborhood. An eight lots townhouse subdivision is being proposed. In so doing, a variation request is also filed as per section 24-113 in accordance to comply with Section 24-122(a) where the ten feet wide Public Utility Easement cannot fully be provided.

Current Conditions & Background

The proposed development is proposed to be in full compliance with the Art District Overlay Zone and its requirement, and in order to do so, the width of the public utility easements along both streets, Oglethorpe Street and 44th Ave, is being reduced to 5' instead of 10'. This site is on a fully developed streets in terms of right of way, curb & gutter, sidewalk and utilities. All utility lines are in place, electric, phone, cable etc. There are no future plans for widening the roads and therefore, the proposed 5' easement is more than adequate to provide any future utility work that might occur.

Pursuant to Section 24-113, variation may be granted where certain conditions are met as stated below:

1. The granting of the variation will not be detrimental to the public safety, health, or welfare, or injurious to other property.

The granting of the variation will have no negative impact to public safety, welfare and health. The area is almost fully developed with all utilities in place as it currently exists. Road improvement and/or widening is not anticipated in the foreseen future. Furthermore, the proposed development will provide for an additional five feet for any possible future utility use. Accordingly, the granting of the variation will not jeopardize public health and welfare.

2. The conditions on which the variation is based are unique to the property for which the variation is sought and are not applicable generally to other properties.

This property as stated above has unique circumstance in which road widening is not going to take place, utilities are currently present within the existing right of ways along both streets, and located in a fully developed area, therefore, a full ten feet easement is not warranted. The granting of the variation is therefore based on the specific circumstances of the subject property and the granting of this variation request does not confer any special privilege or treatment to the applicant that will be denied to others. The applicant is not requesting a special privilege, rather attempting to develop the property in accordance with the current zoning regulations and standards.

3. The variation does not constitute a violation of any other applicable law, ordinance, or regulation.

The applicant is seeking to comply with all the applicable regulations. As stated above, the subject property has unique conditions, i.e., size and location that the variation request is based upon. The granting of this request in no way will cause, create and/or constitute a violation of any other law, ordinance, and regulations. The proposed development of the subject property is in full compliance with the underlying zoning and subdivision regulations.

4. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out.

The subject property is situated on the corner of Oglethorpe St. and 44th Ave. with a small area of 11,954 sf., and is rectangular in shape with aspect ratio of 2 to 1. The site area is very small and any additional area designated for easements will further diminish any potential development opportunities. The full implementation of the public utility easement as required on both streets will substantially reduce the development area envelope available on site, rendering the site unsuitable for development. The general character of the area is such that some structures are in close proximities to the right of way lines where very small areas are designated for utility easement, if any. The applicant on the other hand is providing five feet along all right of ways for any possible future utility installation. Therefore, given the shape of the property and its location, the full 10' public utility easements running alongside both streets as required by code will cause a significant hardship to the applicant by denying him a good portion of the land that otherwise could be utilized.

5. In the R-30, R-30C, R-18, R-18C, R-10A, R-10, and R-H Zones, where multifamily dwellings are proposed, the Planning Board may approve a variation if the applicant proposes and demonstrates that, in addition to the criteria in [Section 24-113](#)(a), above, the percentage of dwelling units accessible to the physically handicapped and aged will be increased above the minimum number of units required by Subtitle 4 of the Prince George's County Code

This is not applicable.

Summary/Conclusion of Request

Based on the above, this request does meet the requirements for the granting of the variation as stated in the subdivision regulations Section 24-113, and denial of said request will be a significant hardship to the applicant.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Z. Shalabi', with a long horizontal flourish extending to the right.

Ziyad Shalabi, P.E.,
Engineer for Applicant

**Prince George's County Gateway Arts District
Development District Standards**

Standards	Permit Review	Reference	Character Areas ¹			
			TC	APE	NAP	MRC ² TRN NC
Site Design						
<u>Building and Streetscape Siting</u>						
<i>Intent</i> <i>Create a consistent streetwall and a pleasant, inviting streetscape along commercial and mixed-use streets and a coherent visual appearance along neighborhood residential streets. Enhance the green, shaded identity of neighborhood streets and extend this identity to commercial and mixed-use areas. Develop walkable neighborhoods with contiguous linkages that support residential sociability, commercial activity, and the use of alternative modes of transportation.</i>						
1. Development shall meet all applicable build-to lines with the optional variation shown in Table 1.	X	(1)	X			

Buildings/Location	Build-to Line		Allowable Variation
	From face-of-curb	From edge of R-O-W	
Along US 1, excluding the segment from Jefferson Street to Farragut Street (the ultimate right-of-way for US 1 from Oliver Street to Hamilton Street shall be 60 feet to 80 feet)	-----	10-12	±4
Along 34 th and 38 th Streets	20	-----	±4
Along all other streets	15	-----	±5
Residential uses	As above	-----	±15
Institutional uses	As above	-----	±40

*All numbers in the reference column refer to Illustrations 1 to 33 following this section.

¹ TC—Town Center, APE—Arts Production and Entertainment, NAP—Neighborhood Arts and Production, MRC—Multifamily Residential Community, TRN—Traditional Residential Neighborhood, NC—Neighborhood Commercial
² R-55 zoned properties in the TRN character area within the incorporated City of Hyattsville are exempt from the development standards and will abide by the requirements of the R-55 Zone.



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Katie Gerbes

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Discussion Items (9:35 p.m. - 10:35 p.m.)

SUBJECT

CSP-18002: Magruder Pointe (60 minutes)

HCC-358-FY18

Recommendation:

Discussion only, this item is scheduled for action on June 4, 2018.

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

N/A

ATTACHMENTS

[CSP_Action_Memo_-_5.15.2018_FINAL.docx](#)

[Previous_Development_Applications_for_WSSC_Building.docx](#)

[CSP-18002.pdf](#)

[SOJ CSP-18002.pdf](#)

[Zoning Map.PNG](#)

[Character Area Map.PNG](#)

[TRN Summary.PNG](#)

[TRN Goals and Recommendations.pdf](#)

[Sec._27_548.19.____Introduction.doc](#)

[Table of Uses - Residential TRN.pdf](#)

[Planning Committee Minutes - Adopted - 02.27.2018.pdf](#)

[Planning Committee Minutes - 03.20.2018 Pending.pdf](#)

Summary Background:

The applicant is proposing a combination of single-family detached homes and townhouses at 4017 Hamilton Street – the site of the former WSSC headquarters. The property is located within the “Traditional Residential Neighborhood” character area of the Gateway Arts District Sector Plan.

The applicant has filed a Conceptual Site Plan (CSP), as permitted Section 27-548.26 of the County Zoning Ordinance, in order to amend the Table of Uses for the Gateway Arts District Development District Overlay Zone (DDOZ) Sector Plan to allow the construction of townhouses within the Traditional Residential Neighborhood character area.

At the request of the City Council, staff has included a summary of three substantive proposals previously considered for the site, neither of which were submitted to M-NCPPC for land-use consideration.

Additional details are provided in the attached memorandum and supporting materials.

Next Steps:

This application is scheduled to come back to the City Council on the 'Action' agenda on June 4, 2018.

Fiscal Impact:

N/A

City Administrator Comments:

Conceptual Site Plan application CSP-18002, could be supported with the condition that a corresponding Preliminary Plan of Subdivision (PPSD) application be consistent with the limited density goals of the Traditional Residential Neighborhood (TRN) Character Area and shall not exceed a maximum of nine (9) dwelling units per acre.

Community Engagement:

A series of public engagement opportunities to provide feedback on this proposal have occurred over the past four months. The proposal was first presented to the community and City Council at the February 5, 2018 Council meeting. The proposal was also discussed at the February 27th and March 20th Planning Committee meetings. In addition to in-person meetings, a page has been established on the Speak Up HVL website, allowing for residents to give comment on the proposal.

Strategic Goals:

Goal 2 – Ensure the Long-Term Economic Viability of the City

Legal Review Required?

N/A



Memo

To: Mayor and City Council

CC: Tracey Nicholson, City Administrator

From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development
Katie Gerbes, Community Planner

Date: May 15, 2018

Re: CSP-18002: Magruder Pointe

Attachments: CSP-18002.pdf
Statement of Justification CSP-18002
Zoning Map
Traditional Residential Neighborhood Summary
Traditional Residential Neighborhood Goals & Recommendations
Section 27-548.26
Table of Uses
Zoning Ordinance Section 27
Planning Committee Minutes – February 27, 2018
Planning Committee Minutes – March 20, 2018

The purpose of this memorandum is to provide the Mayor and City Council with a detailed analysis and staff recommendation regarding Conceptual Site Plan application CSP-18002, for the Magruder Pointe Development.

Project Summary

- The applicant is proposing a combination of single-family detached homes and townhouses at 4017 Hamilton Street – the site of the former WSSC headquarters;
- The property is located within the “Traditional Residential Neighborhood” character area of the Gateway Arts District Sector Plan;

- The Table of Uses for the Traditional Residential Neighborhood character area permits the development of single-family detached and semi-detached homes, 'if allowed in the underlying zone'
- The lower lot of the subject property underlying zoning is Open Space (O-S), therefore townhouse and other semi-detached dwelling units are not permitted by right;
- The applicant has filed a Conceptual Site Plan (CSP), as permitted Section 27-548.26 of the County Zoning Ordinance, in order to amend the Table of Uses for the Gateway Arts District Development District Overlay Zone (DDOZ) Sector Plan to allow the construction of townhouses within the Traditional Residential Neighborhood character area;
- Staff recommends support of Conceptual Site Plan application CSP-18002, with the condition that a corresponding Preliminary Plan of Subdivision (PPSD) application shall be consistent with the limited density goals of the Traditional Residential Neighborhood (TRN) Character Area and shall not exceed a maximum of nine (9) dwelling units per acre.

Project Details

Magruder Pointe is a redevelopment application to construct single-family homes and townhouses at 4017 Hamilton Street, the location of the former Washington Suburban Sanitary Commission (WSSC) Headquarters. The subject property is composed of two parcels, which together total 8.26 acres. The "upper" lot currently houses the vacant WSSC building, and the "lower" lot is utilized as a parking lot. The parcels are not contiguous, as they are separated by 40th Place.

The upper lot is zoned R-55 and totals 4.66 acres. The lower lot is zoned O-S (open space) and totals 3.6 acres. Both parcels fall within the Gateway Arts District Overlay Zone and are located within the "Traditional Residential Neighborhood" (TRN) character area.

The Gateway Arts District Sector Plan comes with a "Table of Uses," which specifies uses that are permitted in each of the different character areas of the plan geography. Within the Table of Uses, single-family homes, known in the plan document as "dwelling, one-family, detached," are permitted by-right within the Traditional Residential Neighborhood character area. Townhouses, and other semi-detached dwellings, are permitted 'by-right' if allowed in the underlying zone. Because townhouses are not permitted in the O-S underlying zones of the subject property, the applicant is seeking an amendment to the table of uses to allow the development of townhouses.

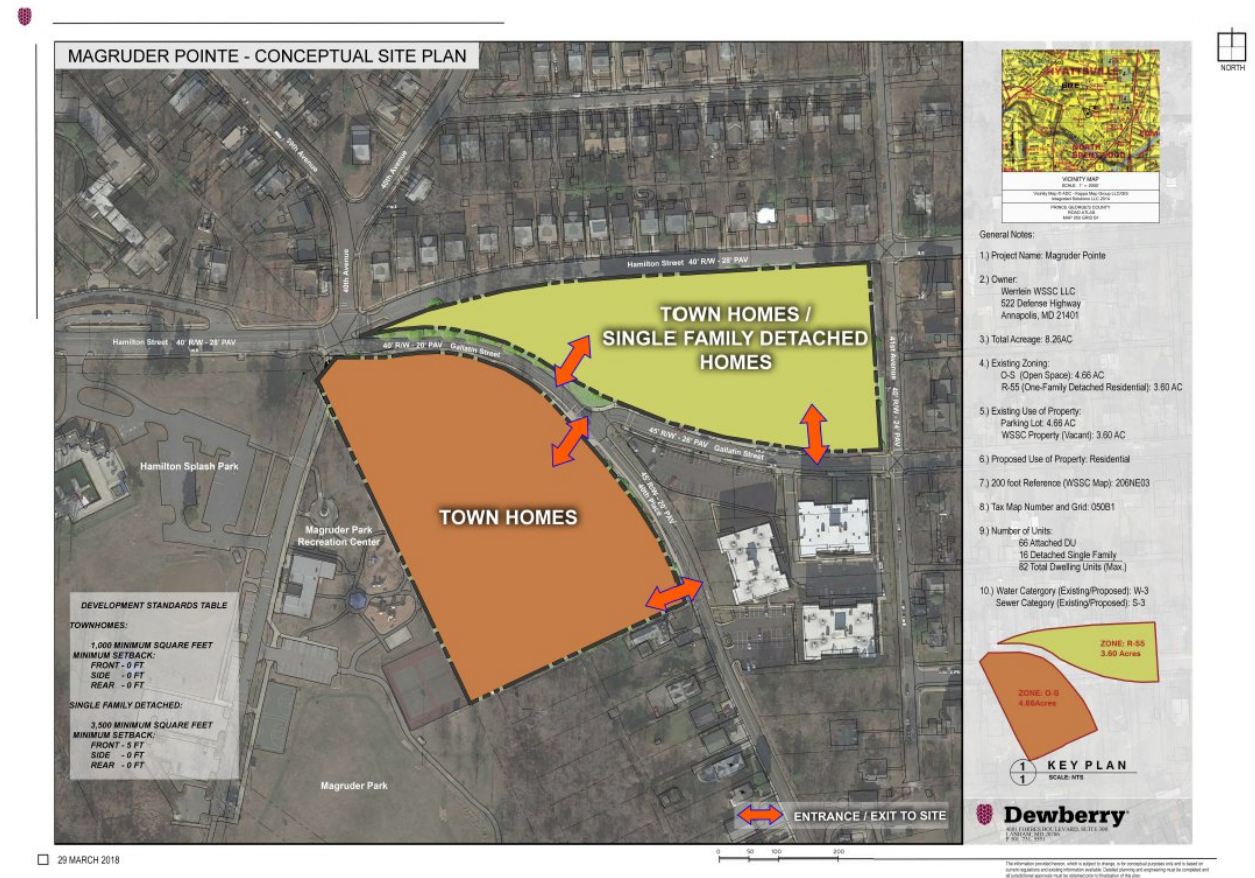
The applicant is utilizing Section 27-548.26 of the Zoning Ordinance, which allows for the filing of a Conceptual Site Plan in order to amend the Table of Uses listed within the Gateway Arts District Sector Plan, in order to permit townhouse development within the TRN in the O-S and R-55 zones. If an amendment is granted, the amendment would be site specific, applying only to the subject property and would not impact the Table of Uses for other properties within the City or the larger Gateway Arts District.

The applicant must provide evidence demonstrating that the proposed uses, in this case, townhouses, are consistent with the nature and intent of the Traditional Residential Neighborhood character area. The definition of the TRN from the Gateway Arts District Sector Plan reads:

"Traditional Residential Neighborhood Character Areas goal to present the single-family residential neighborhood character as an anchor of the Arts District, while supporting artists who produce and teach from their homes...the Arts District single-family communities are generally

walkable, laid out on a grid, and have few cul-de-sacs or loops. Small lots, with 20-foot setbacks, single-apron driveways, and minimal lot widths are the norm and add to the appeal of these neighborhoods. Generally, density is four to ten units per acre.”

For the purposed of the CSP, the applicant has submitted a “bubble diagram” showing the locations proposed for the townhouses versus locations for the single-family homes. At this time, the applicant has not settled on a final unit count, nor is the unit count relevant to the CSP application. Exact unit count and siting locations will be determined with the Preliminary Plan of Subdivision (PPS), which staff expects the applicant to submit to M-NCPPC in summer 2018.



Summary of Land-Use Review and Approval

The Conceptual Site Plan process works similar to any other development application approval- the City of Hyattsville receives a referral from Maryland-National Capital Park and Planning Commission (M-NCPPC) and provides its opinion of the application for consideration by the Prince George's County Planning Board. Section 27-548.26 of the County Zoning Ordinance specifies that, “The (M-NCPPC) Technical Staff shall review and submit a report on the application, and the Planning Board shall hold a public hearing and submit a recommendation to the District Council. Before final action the Council may remand the application to the Planning Board for review of specific issues.

Variance Requests

There are no variances associated with the Conceptual Site Plan application.

Planning Committee Review

On February 27, 2018, applicant met with the Hyattsville Planning Committee to present their proposal for the WSSC site. The presentation included all facets of their development – conceptual site plan, preliminary plan of subdivision and detailed site plan details. At this meeting, members of the public in attendance were also invited to give their brief comments on the plan. Due to the heavy attendance in the room and the length of the meeting, Planning Committee withheld the adoption of recommendations to the City Council until the March 20, 2018 meeting.

At the March Planning Committee meeting, members discussed the merits and shortfalls of the conceptual site plan and preliminary plan of subdivision facets of the proposal. The committee had one adopted recommendation pertaining to the conceptual site plan, which reads:

- The Committee is split on whether or not this plan is consistent with the goals and values of the Traditional Residential Neighborhood character area;
- The Committee is in agreement that the upper lot is consistent, but the Committee is split on whether or not the lower parcel is consistent. For lower lot, there is a concern that the density and configuration do not fully meet the intent of the TRN. The Committee would like to see other options and arrangements to the bottom parcel. The other half of the committee like the density on the lower lot and it is important that the green space and are of the opinion that proposed density it consistent with the density surrounding the park in other areas where there are apartment buildings.
- The Committee is supportive of the Conceptual Site Plan application for an amendment to the development district standards;

Regarding the Planning Committee comments, it is noted by staff that the CSP application is not speaking to density, just allowing the use. The determination of density and related conditions are subject to the preliminary plan of subdivision application.

Minutes from the February 27th and March 20th Planning Committee meetings are attached.

Staff Review and Recommendations

The Gateway Arts District Sector plan describes the TRN as walkable communities made up of single-family homes on small lots with front yards and single apron driveways. While the townhomes in question are not single-family *detached* homes, they are fee-simple, single-family homes. The subject application is not a multi-family building or other rental dwelling – units are intended to be owner occupied by a single family. Staff's opinion is that this differentiation makes the purposed amendment request consistent with the intent of the TRN.

When considering this application, it is also important to consider the surrounding zoning and built environment. In addition to the plethora of single-family, detached homes in the area surrounding the subject site, also within the Traditional Residential Neighborhood and adjacent to the subject site lies the Top of the Park Apartment complex. This property is zoned R-10, multi-family, high density residential. Also in the immediate vicinity of the subject site lies the Prince George's Apartment Complex, which is considered by the zoning ordinance to be multi-family, medium density residential (R-18). The proposed use of townhouses would fall in line with R-T, which is categorically less dense than multifamily zoning,

per the Zoning Ordinance. Staff believe that the development of townhouses on the lower lot provides an appropriate transition from the high-density, multi-family land uses found on the periphery of Magruder Park.

As stated in the analysis of the application above, the subject property lies wholly within the Traditional Residential Neighborhood (TRN) character area of the Gateway Arts District Sector Plan. While the development of townhouses is not permitted by right, it is staff's opinion that the intent of the development is consistent with the goals and recommendations of the TRN character area.

Finally, per the Zoning Ordinance Section 27-548.20, the purpose of Development District Overlay Zones, such as the Gateway Arts District Sector Plan, is to, "provide flexibility within a regulatory framework to encourage innovative design solutions," and, "to promote an appropriate mix of land uses [and] to encourage compact development." More specifically, Section 27-548.22 states, "development district standards may allow uses prohibited in the underlying zone where the uses are compatible with the goals of the Development District and the purposes of the D-D-O zone." It is staff's opinion that this section of the zoning ordinance appropriately warrants an amendment to the table of uses.

As a result of the findings detailed above, staff recommend that the City Council support Conceptual Site Plan application CSP-18002 with the following condition:

- Allowable cumulative density on the site shall not exceed a maximum of ten (10) dwelling units per acre.
- The applicant shall demonstrate efforts to propose a cumulative density not greater than nine (9) dwelling units per acre.

The density figure provided in the condition above is consistent with the limit of density of the density goals for the Traditional Residential Neighborhood TRN Character area within the Gateway Arts District Sector Plan. As noted previously, this CSP application will not determine unit counts, but given the range of density prescribed by the TRN Character Area of the Gateway Arts District Sector Plan, staff is of the opinion that it is appropriate to include a condition specifying a density limit to be incorporated into the amendment to ensure the Preliminary Plan of Subdivision application is consistent with the Gateway Arts District Sector Plan goals and objectives for this character area.

Next Steps

CSP application CSP-18002 is scheduled to come before the City Council on the "Discussion" agenda at the May 21st Council meeting. The intent of the discussion is to develop conditions in advance of the scheduled "Action" on June 4th. The referral for this case is due to M-NCPPC on June 4th. Staff will coordinate with M-NCPPC to ensure that the City's comments are reflected in the M-NCPPC Staff Report.



Memo

To: Mayor and Council

From: Jim Chandler, Assistant City Administrator and Director, Community & Economic Development
Katie Gerbes, Community Planner

Date: May 17, 2018

Re: Previous Proposals for the Former WSSC Site

At the May 7th Council meeting, the City Council asked staff to prepare a summary of the previous development proposals for the WSSC site located at 4017 Hamilton Street. The purpose of this memo is to outline staff's findings in response to the Council request for a history of proposals for the site.

It should be noted that there were many informal, verbal proposals for the reuse/redevelopment of the former WSSC site, but none of them made it far enough through the process to be submitted to M-NCPPC as a formal application. As a result, it is hard to find concrete details on each proposal. Below are details for three of the most prevalent proposals discussed.

Community 3 Partners - 2014

The Community 3 Partners proposal is the most recent proposal for the WSSC site. The proposal involved the rehabilitation of the existing building and turning it into an approximately 150-unit condominium building. The project also proposed five single-family, detached houses fronting 41st Avenue on the top parcel. On the lower site, the proposal called for the construction of 58 townhouses and a parking lot area that would be donated to the City. This project would have required the rezoning of both the upper and lower parcels of land to proceed.

Miller & Smith/Victory Housing - 2004

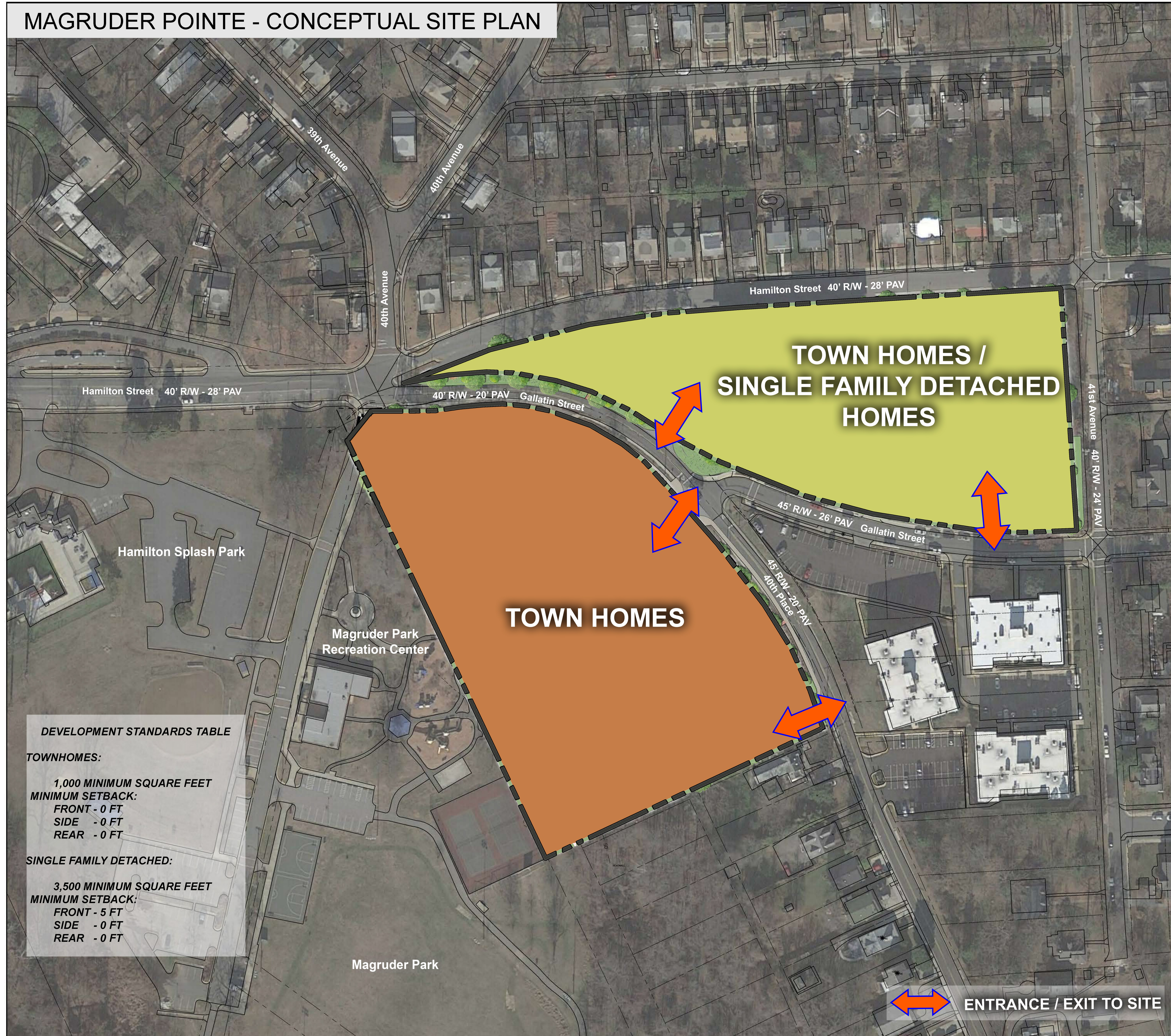
One of four acquisition proposals entertained by WSSC when selling the building in 2004. This proposal was for the building site only, not the parking lot. The proposal included the demolition of the building and redevelopment of the site with 24 single-family, detached homes. In order to build that number of units, the property would have had to undergo a rezoning, as the zoning at the time allowed for a maximum of 14 units on the upper parcel.

Leonardo LLC - 2004

One of four acquisition proposals entertained by WSSC when selling the building in 2004. The proposed use was for housing on the top site, and athletic fields on the lower parking lot site, presumably donated to DeMatha Catholic High School. There is limited information available about what type of housing was proposed on the upper lot, but it was speculated to be a multifamily rental building.



MAGRUDER POINTE - CONCEPTUAL SITE PLAN



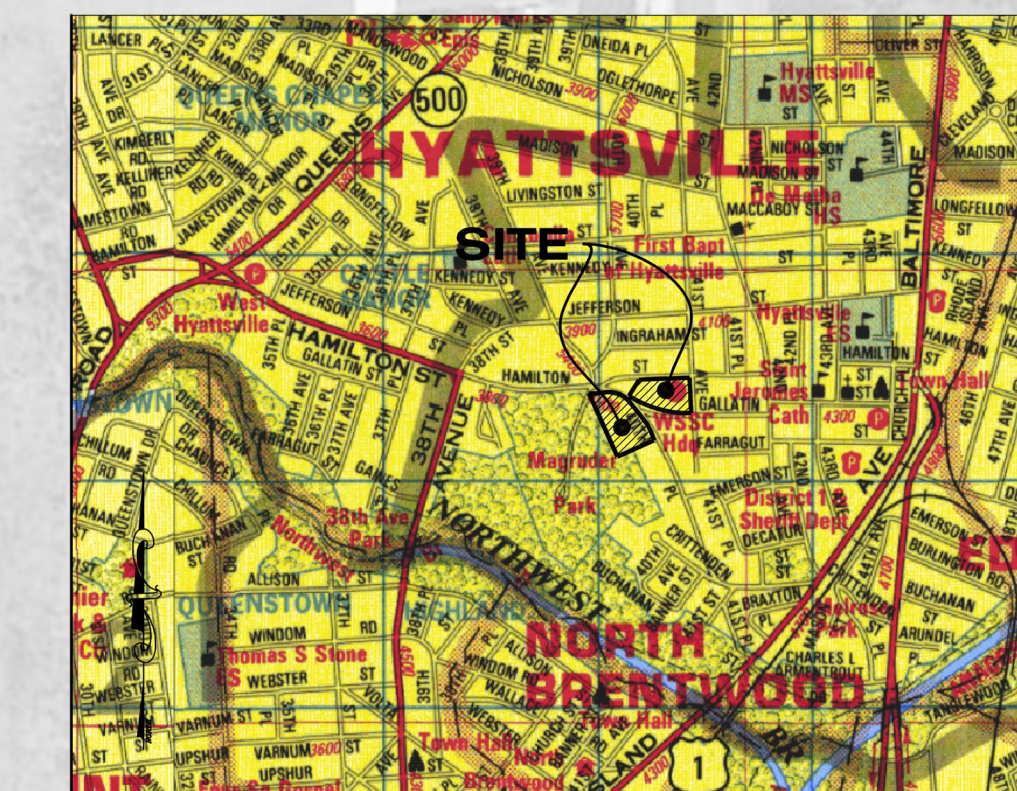
DEVELOPMENT STANDARDS TABLE

TOWNHOMES:

1,000 MINIMUM SQUARE FEET
MINIMUM SETBACK:
FRONT - 0 FT
SIDE - 0 FT
REAR - 0 FT

SINGLE FAMILY DETACHED:

3,500 MINIMUM SQUARE FEET
MINIMUM SETBACK:
FRONT - 5 FT
SIDE - 0 FT
REAR - 0 FT

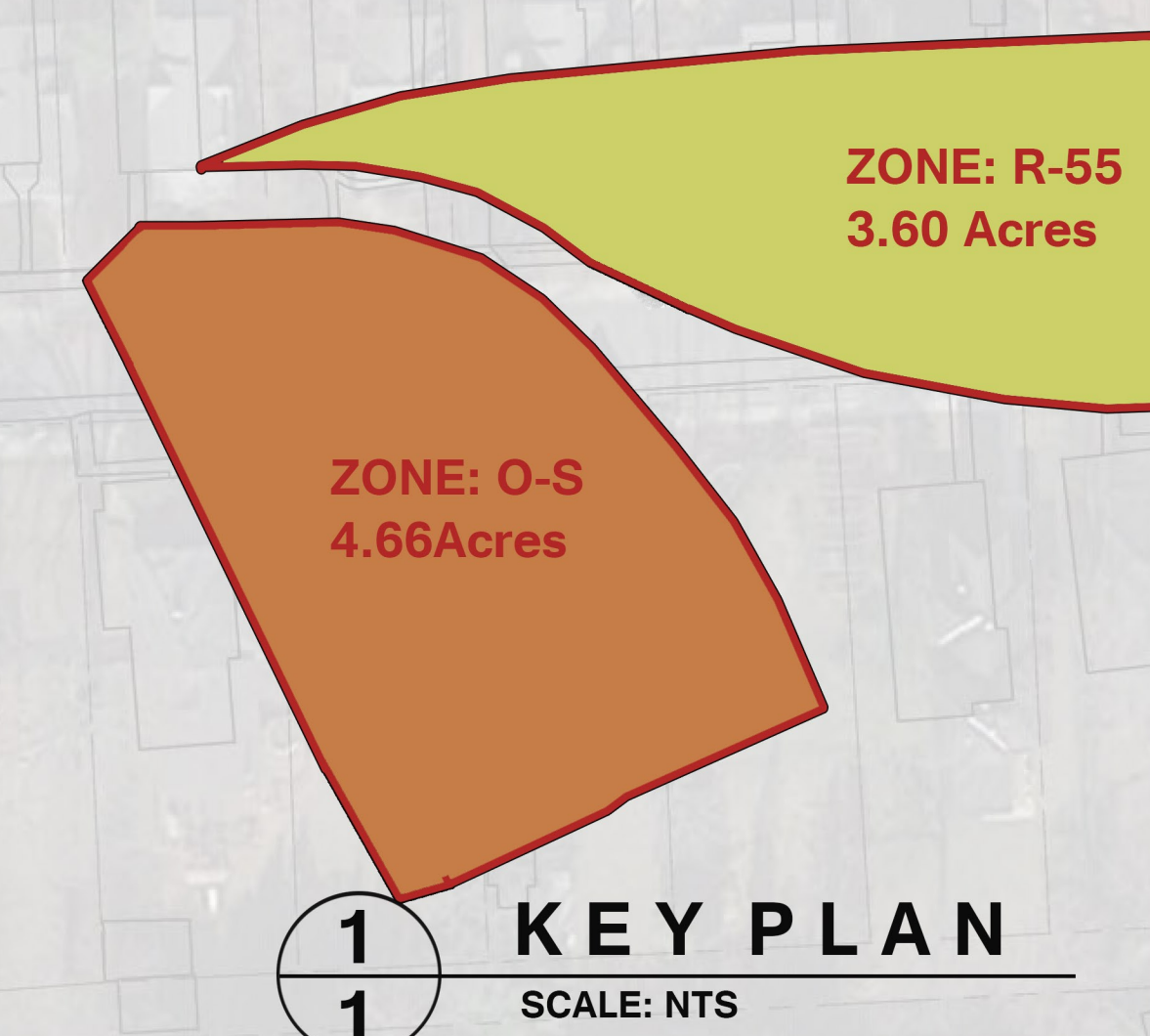


VICINITY MAP
SCALE: 1" = 2000'

Vicinity Map © ADC - Kappa Map Group LLC/GIS
Integrated Solutions LLC 2014
PRINCE GEORGE'S COUNTY
ROAD ATLAS
MAP 050 GRID B1

General Notes:

- 1.) Project Name: Magruder Pointe
- 2.) Owner:
Werrlein WSSC LLC
522 Defense Highway
Annapolis, MD 21401
- 3.) Total Acreage: 8.26AC
- 4.) Existing Zoning:
O-S (Open Space): 4.66 AC
R-55 (One-Family Detached Residential): 3.60 AC
- 5.) Existing Use of Property:
Parking Lot: 4.66 AC
WSSC Property (Vacant): 3.60 AC
- 6.) Proposed Use of Property: Residential
- 7.) 200 foot Reference (WSSC Map): 206NE03
- 8.) Tax Map Number and Grid: 050B1
- 9.) Number of Units:
66 Attached DU
16 Detached Single Family
82 Total Dwelling Units (Max.)
- 10.) Water Category (Existing/Proposed): W-3
Sewer Category (Existing/Proposed): S-3



1 KEY PLAN
1 SCALE: NTS



Dewberry
4601 FORBES BOULEVARD, SUITE 300
LANHAM, MD 20706
P 301.731.5551

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Bowie, MD 20715
301-352-4973 Direct
301-580-3287 Mobile
normanrivera2012@gmail.com

STATEMENT OF JUSTIFICATION

March 29, 2018

Magruder Pointe – 4017 Hamilton Street Hyattsville, MD 20781
Conceptual Site Plan Submittal to Amend the Table of Uses in the Transitional
Character Area of the Gateway Arts District Plan
CSP-18002

REQUEST:

This Statement of Justification is submitted in support of a proposed Conceptual Site Plan to Amend the Table of Uses in the Transitional Neighborhood Character Area (TRN) of the Gateway Arts District Sector Plan. The applicant, Werrlein Properties WSSC, LLC, is the contract purchaser of the site, which houses the former WSSC headquarters building on Hamilton Street and the parking lot to the south across Gallatin Street. The building is located in the R-55 Zone/DDOZ and the parking lot is located in the O-S Zone/DDOZ. Both portions are entirely within the TRN area.

The applicant respectfully requests a single amendment to the table of uses applicable to the property as permitted by Section 27-548.26 of the Ordinance. The amendment request is to page 196 of the Table of Uses for the TRN area category to allow townhouses in the TRN area for this site only in the O-S and R-55 Zones. Our development program is to gain approval for this “Uses Only” CSP which allows financing of the site for the uses proposed. Then and only then, is the applicant permitted to file and process the preliminary plan and DSP. In our opinion the uses CSP is akin to a zoning case and as such is to be submitted prior to a preliminary plan and detailed site plan for the entire site and follows the order of approvals established in Section 27-270 of the Ordinance. The enclosed conceptual site plan (CSP) is for a combination of single family detached dwellings (SFDU) and townhomes) in the area on Hamilton Street (“Upper Area”) as shown on the enclosed survey. The “Lower Area” adjacent to Magruder Park is proposed to be all townhomes.

BACKGROUND:

The Applicant is the contract purchaser of the site. The Gateway Arts District Sector Plan defines an area as the TRN, which seeks to maintain a tradition neighborhood concept; however,

an obsolete building with no occupants for over twenty-six (26) years is an anomaly and an incongruous use in an established neighborhood with no other commercial or institutional uses. The Magruder Pointe project will be a complete redevelopment of the building and parking lot. The finished product will be a cornerstone project for the City of Hyattsville and allow this property to be a benefit to the City rather than an eyesore with no employment, hence little tax revenue and a parking lot, which is 100% impervious area.

As to outreach, the applicant has been diligently working with the City of Hyattsville and the community for months and have considered their input carefully and incorporated many ideas into the draft plans. The City has held/scheduled open meetings including:

- a presentation to the City Council on February 5;
- a Planning Committee meeting held February 27;
- an April 16 Council worksession to discuss the project;
- a May 7 vote; and
- a May 8th – A letter of recommendation to the MNCPPC.

LEGAL CRITERIA FOR A USE TABLE REVISION:

The Zoning Ordinance, a process utilizing a CSP or a DSP to amend the use table for a specific property for land in a DDOZ. If approved, the use table amendment only applies to the site, which is the subject of the instant CSP. In this matter, we are utilizing a CSP as the vehicle to amend the use table to allow SFA's in the TRN. The CSP also notes limited design standards on the plan to guide the subsequent plans. While townhomes appear to meet Footnote 111 of the Sector Plan as a permitted use in the R-55 Zone, we prefer to leave this request in the submittal so that a positive finding can be made for financing.

The enclosed CSP is limited to items relevant to the use only request. By way of background a CSP is defined by the Ordinance as follows:

Sec. 27-267. - Introduction. (emphasis added)

(a) The term "site plan" is often used to refer to any type of two dimensional, scaled drawing which illustrates existing and proposed features of a piece of property. There are a number of references in this Subtitle to a site plan being required to be reviewed and approved by the Planning Board or its designee. There are other situations in the development process where approval of a site plan is required as a condition of approval of Zoning Map Amendment applications, Preliminary Plats of Subdivision, or Special Exceptions. It is the intent of this Division to simplify the site plan review requirements by standardizing the review procedures, criteria, approval procedures, and terminology.

(b) This Division provides for Conceptual Site Plans and Detailed Site Plans. This Division also provides for limiting or expanding the review requirements to accommodate the peculiarities of each type of development for which site plan review is required.

In this case, the review requirements are governed by the following and I have highlighted what I believe is relevant to the instant use as to the single use requested and no physical development which will be addressed by the forthcoming preliminary plan and DSP as allowed by Section 27-267(b) above:

SUBDIVISION 2. - REQUIREMENTS FOR CONCEPTUAL SITE PLANS.

Sec. 27-272. - Purpose of Conceptual Site Plans.

(a) Examples.

(1) There is often a need for approval of a very general concept for developing a parcel of land before subdivision plans or final engineering designs are begun.

Such cases include:

- (A) Planned employment parks;
- (B) Planned mixed-use developments;
- (C) Recreational Community Developments;
- (D) Large single-use developments;
- (E) Development which is potentially incompatible with land uses on surrounding properties; and
- (F) Developments involving environmentally sensitive land, or land that contains important natural features that are particularly worthy of attention.

(b) General purposes.

(1) The general purposes of Conceptual Site Plans are:

- (A) To provide for development in accordance with the principles for the orderly, planned, efficient, and economical development contained in the General Plan, Master Plan or other approved plan;
- (B) To help fulfill the purposes of the zone in which the land is located;
- (C) To provide for development in accordance with the site design guidelines established in this Division; and
- (D) To provide approval procedures that are easy to understand and consistent for all types of Conceptual Site Plans.

(c) Specific purposes.

(1) The specific purposes of Conceptual Site Plans are:

- (A) **To explain the relationships among proposed uses on the subject site, and between the uses on the site and adjacent uses;**
- (B) To illustrate approximate locations where buildings, parking lots, streets, green areas, and other similar physical features may be placed in the final design for the site;
- (C) To illustrate general grading, woodland conservation areas, preservation of sensitive environmental features, planting, sediment control, and storm water management concepts to be employed in any final design for the site; and
- (D) To describe, generally, the recreational facilities, architectural form of buildings, and street furniture (such as lamps, signs, and benches) to be used on the final plan.

(CB-75-1989; CB-84-1990; CB-47-1996; CB-28-2010)

Sec. 27-273. - Submittal requirements.

- (a) The Conceptual Site Plan shall be submitted to the Planning Board by the owner of the property (or his authorized representative).
- (b) The Conceptual Site Plan shall be prepared by an engineer, architect, landscape architect, or urban planner.
- (c) Upon filing the Plan, the applicant shall pay to the Planning Board a fee to help defray the costs related to processing the Plan. The scale of fees shall be determined by the Planning Board. A reduction in the fee may be permitted by the Planning Board if it finds that payment of the full amount will cause an undue hardship upon the applicant.
- (d) If more than one (1) drawing is used, all drawings shall be at the same scale (where feasible).
- (e) A Conceptual Site Plan shall include the following:
 - (1) **Location map, north arrow, and scale;**
 - (2) **Boundaries of the property, using bearings and distances (in feet) around the periphery;**
 - (3) **Zoning categories of the subject property and all adjacent properties;**
 - (4) **General locations and types of major improvements that are within fifty (50) feet of the subject property, and a general description of all land uses on adjacent properties;**
 - (5) Existing topography, at not more than two (2) foot contour intervals;
 - (6) An approved Natural Resource Inventory (NRI);
 - (7) Street names, right-of-way and pavement widths of existing streets and interchanges within and adjacent to the site; and
 - (8) Existing rights-of-way and easements (such as railroad, utility, water, sewer, access, and storm drainage);
 - (9) Existing site and environmental features as shown on the approved NRI;
 - (10) A Type 1 Tree Conservation Plan prepared in conformance with Division 2 of Subtitle 25 and the Woodland and Wildlife Habitat Conservation Technical Manual or a Standard Letter of Exemption;
 - (11) Proposed system of internal streets, including right-of-way widths;
 - (12) Proposed lot lines and the land use proposed for each lot;
 - (13) General locations of areas of the site where buildings and parking lots are proposed to be located, and the general orientation of buildings on individual lots; and
 - (14) A stormwater concept plan approved or submitted for review pursuant to Section 4-322 of this Code;
 - (15) A statement of justification describing how the proposed design preserves and restores the regulated environmental features to the fullest extent possible.
- (f) **The submittal requirements in (e), above, may be modified in accordance with [Section 27-277](#).**

(g) A Plan shall be considered submitted on the date the Planning Director determines that the applicant has filed a complete Plan in accordance with the requirements of this Section.

(h) This Section shall not apply to:

(1) All stadium wayfinding signs located within parking areas at a stadium.

(CB-54-1986; CB-75-1989; CB-84-1990; CB-47-1996; CB-28-2010; CB-34-2011; CB-54-2012; CB-83-2015)

Sec. 27-274. - Design guidelines.

COMMENT: These will be addressed with the subsequent DSP and PPS.

Section 27-548.22 of the Zoning Ordinance includes the following criteria for the approval of uses through a DDOZ that are not permitted in the underlying zone:

Sec. 27-548.22. Uses.

(a) The uses allowed on property in a Development District Overlay Zone shall be the same as those allowed in the underlying zone in which the property is classified, except as modified by Development District Standards approved by the District Council.

(b) Development District Standards may limit land uses or general use types allowed in the underlying zone where the uses are incompatible with, or detrimental to, the goals of the Development District and purposes of the D-D-O Zone.

Development District Standards may not allow uses prohibited in the underlying zone, with the exception of Development District Standards of the Prince George's County Gateway Arts District D-D-O Zone, where the uses are compatible with the goals of the Prince George's County Gateway Arts District and purposes of the D-D-O Zone.

(c) A table of uses shall be incorporated within each Development District Overlay Zone clearly showing all uses in the underlying zone that will be permitted, prohibited, or otherwise restricted pursuant to Section 27-548.25 of this Division.

(CB-8-2000; CB-71-2004; CB-5-2007; CB-24-2013)

COMMENT: It is our contention that the townhomes are an appropriate use in the TRN area of the Gateway Arts District. The goals and recommendations are addressed in detail below.

Section 27-548.26 of the Code defines the procedure of using a CSP to modify the use table by an owner (Sec. 27-548.26. (b)):

Sec. 27-548.26. Amendment of Approved Development District Overlay Zone.

- (a) District Council.
 - (1) The following amendments to development requirements within the Development District may be initiated and approved by the District Council through the minor plan amendment procedure and concurrent Sectional Map Amendment process, in accordance with Part 13, Division 2, and Part 3, Division 4:
 - (A) Changes to the boundary of the D-D-O Zone; and
 - (B) Changes to the underlying zones or the list of allowed uses, as modified by the Development District Standards.
 - (2) At the written request of a municipality in which development district property is located, the District Council may modify the Development District Standards under the following procedures. The District Council shall direct the Planning Board to prepare the amendment and shall specify which Development District Standards should be reviewed.
 - (A) For hearing procedures in general, the Planning Board and District Council shall follow the requirements in Part 3, Division 9, for Conceptual Site Plans as found in Sections 27-276(a)(1), (3), (4), (5), (6) (7); and 27-276(d). Review by the District Council shall follow the procedures in Section 27-280. Notice of the Planning Board's hearing shall be sent by first-class mail to all municipalities with development district property, all parties of record in the Sectional Map Amendment, and all property owners within the area specified in the District Council's direction;
 - (B) Planning Board staff must prepare a report and recommendation. The Planning Board shall hold a public hearing, file its decision with the Clerk of the Council, and send copies to persons of record of this amendment process within fifty (50) days of the receipt of the District Council's direction to the Planning Board;
 - (C) In order to approve an amendment of the Development District Standards the Planning Board shall make the following findings:
 - (i) The amendment is in compliance with the goals of the Development District; and
 - (ii) The amendment is in conformance with the purposes of the D-D-O Zone.
- (b) Property Owner.
 - (1) A property owner may request that the District Council amend development requirements for the owner's property, as follows:
 - (A) An owner of property in, adjoining, or separated only by a right-of-way from the Development District may request changes to the boundary of the approved D-D-O Zone.
 - (B) An owner of property in the Development District may request changes to the underlying zones or the list of allowed uses, as modified by the Development District Standards.
 - (2) The owner's application shall include:

- (A) A statement showing that the proposed development conforms with the purposes and recommendations for the Development District, as stated in the Master Plan, Master Plan Amendment, or Sector Plan; and
- (B) A site plan, either the Detailed Site Plan required by Section 27-548.25 or a Conceptual Site Plan.
- (3) Filing and review of the application shall follow the site plan review procedures in Part 3, Division 9, except as modified in this Section. The Technical Staff shall review and submit a report on the application, and the Planning Board shall hold a public hearing and submit a recommendation to the District Council. Before final action the Council may remand the application to the Planning Board for review of specific issues.
- (4) An application may be amended at any time. A request to amend an application shall be filed and reviewed in accordance with Section 27-145.
- (5) The District Council may approve, approve with conditions, or disapprove any amendment requested by a property owner under this Section. In approving an application and site plan, **the District Council shall find that the proposed development conforms with the purposes and recommendations for the Development District**, as stated in the Master Plan, Master Plan Amendment, or **Sector Plan**, and meets applicable site plan requirements.
- (6) If a Conceptual Site Plan is approved with an application, the owner may not obtain permits without an approved Detailed Site Plan.

(CB-8-2000; CB-5-2007)

The Gateway Arts District Sector Plan and SMA sets forth the following goal and recommendations for the TRN area (page 26-7):

The Development District. The goal and/or recommendation is provided in italic typeface with comments that follow.

Goal: Traditional Residential Neighborhood Character Areas Goal to preserve the single-family residential neighborhood character as [an] anchor of the Arts District, while supporting artists who produce and teach from their homes.

Comment: All of the units proposed are single-family dwellings. There is a maximum of sixteen (16) single family detached dwellings and sixty-seven (66) single family attached dwellings to be submitted in a subsequent preliminary plan and detailed site plan. This proposal replaces a vacant office building which is not in keeping with this goal.

Recommendations;

1. *Rezone to implement the proposed development district standards and guidelines.*

Comment: Our request will implement the TRN goal for residential development rather than the office building and parking lot which is not compatible.

2. *Reinforce existing single-family detached residential neighborhoods as community-oriented, quiet, low-traffic, and child-safe.*

Comment: As the County will see in the subsequent preliminary plan and DSP, those issues will be completely addressed. However, there will be some townhomes but the overall concept is community oriented, largely self-contained as to parking and access, and safe through design and all residential. We have done a traffic study which will be filed with the preliminary plan that more than meets the APF guidelines. There are paths and trails through the site and to the adjacent Magruder Park.

3. *Maintain the integrity of residential streetscape. Front yards should not be paved, nor should wide driveway aprons be constructed.*

Comment: No front yards shall be paved nor driveway aprons constructed onto a public street. In fact, all units except perhaps one will have access through internal public alleys.

4. *Support arts and handcraft home occupations.*

Comment: We concur and believe the traditionally designed homes will inherently support art and home occupations due to their size and adjacency to the nearby Arts District(s).

Based on the above, the Applicant requests approval of this CSP to amend the Table of Uses for this site only to allow townhomes in the O-S and R-55 Zones in the TRN/DDOZ. We look forward to working with you and your staff on the enclosed application. Thank you in advance for your attention to this matter. If I can be of further assistance, please do not hesitate to contact me.

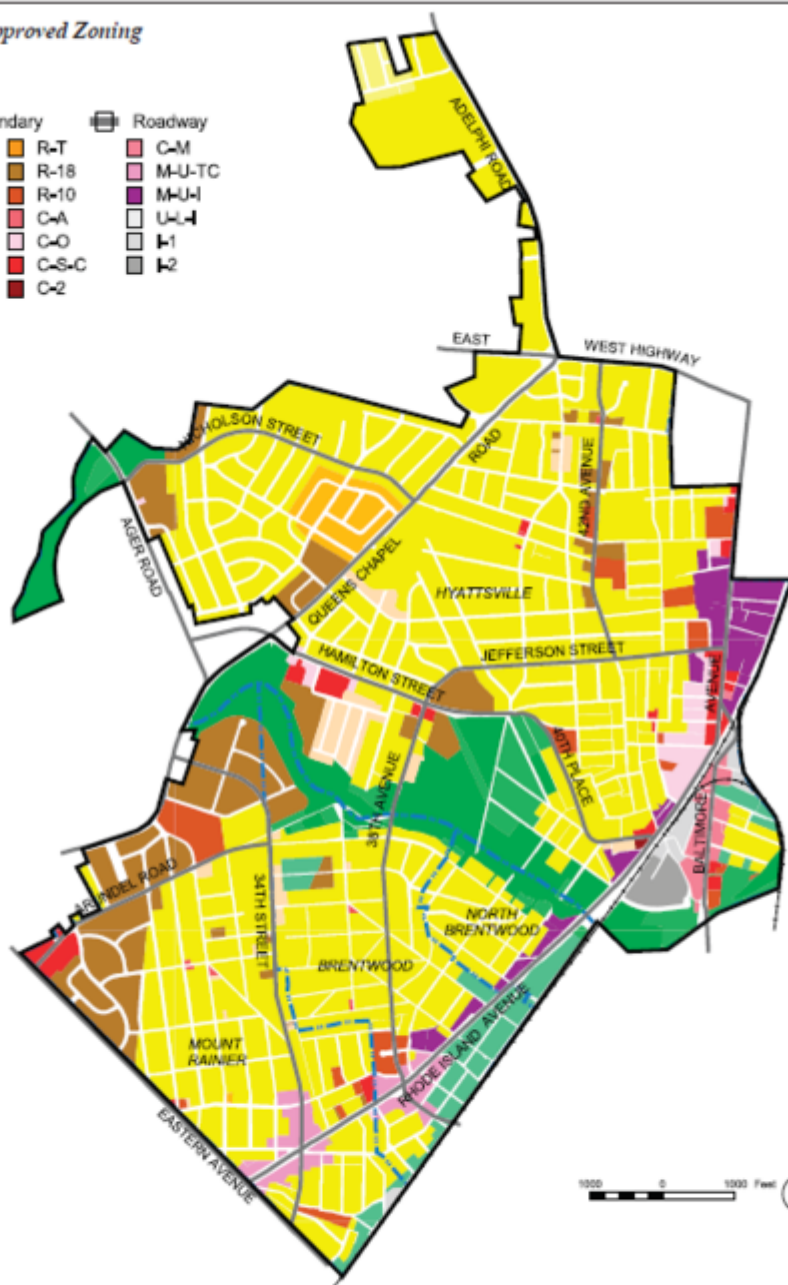
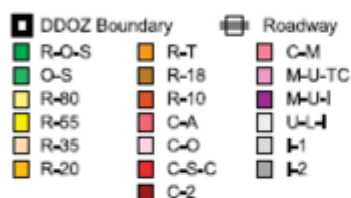
Sincerely,



Norman D. Rivera

Attachments

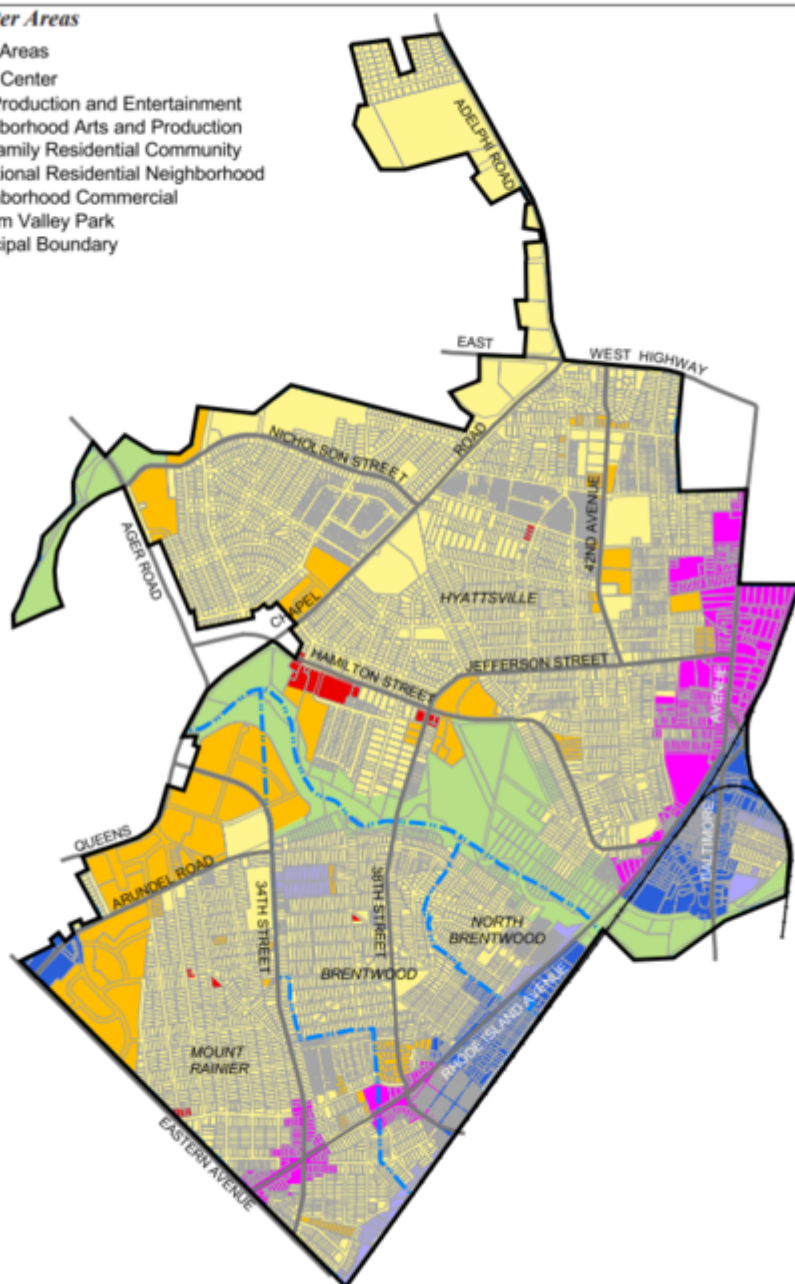
Map 13: Approved Zoning



Map 2: Character Areas

Character Areas

- Town Center
- Arts Production and Entertainment
- Neighborhood Arts and Production
- Multifamily Residential Community
- Traditional Residential Neighborhood
- Neighborhood Commercial
- Stream Valley Park
- Municipal Boundary



MULTIFAMILY RESIDENTIAL COMMUNITY

The multifamily residential community character areas are comfortable high-quality apartment neighborhoods. They overlay existing R-30, R-18, and R-10-zoned land in the municipalities of Hyattsville, Brentwood, and Mount Rainier that is developed as multifamily apartment buildings, generally within three-quarters of a mile or less from Metro stations or a commercial center. This character area may also include underutilized land adjacent to a town center.

This development character supports mixed-income, multifamily residential spaces. It allows accessory buildings to be used as studio space for artists, which creates a market niche for artist apartment homes with separate studios.



TRADITIONAL RESIDENTIAL NEIGHBORHOOD

In many ways, the traditional residential neighborhood character areas suggest a glimpse of small town Americana. They overlay land zoned for single-family housing (attached and detached). The historic houses and streetcar suburban pattern of interconnecting narrow streets and shaded sidewalks within easy access to town centers and Metro are assets to be

protected from encroachment or significant loss of integrity.

This development character reinforces the existing single-family detached residential neighborhoods as calm, low-traffic, and child-safe. Although the area is residential, fine art and handcraft home occupations are permitted. Development district standards retain the block face and scale of residential streets, as well as prohibit the paving-over of front yards and the construction of overly wide driveway aprons. For the bulk of land within the district, this development character protects the existing traditional pattern of single-family homes built close together on narrow streets laid out in a grid.



In many ways the traditional residential neighborhood character areas suggest a glimpse of small-town Americana.

Multifamily residential community character areas provide attractive residential alternatives to single-family homes and offer the ability to provide artist studio space as well.

Multifamily Residential Community Character Areas

Goals

- To promote development of high-quality multifamily residential housing with auxiliary buildings that will include artist studios for the residents.
- To promote renovation and/or redevelopment and to increase the variety of multifamily housing options, especially for artists and their families.
- To enhance safety through the implementation of development district standards that increase natural surveillance.
- To encourage multimodal transportation options.

Existing Conditions and Issues

The locations of the multifamily residential community character areas are scattered throughout the Arts District, mostly east of Queens Chapel Road, in areas currently zoned multifamily. Most of the multifamily housing was developed with brick construction in the late 1940s and has stood the test of time. There is relatively little land available for new multifamily development.

Many multifamily developments are nonconforming with the Zoning Ordinance design standards. This has limited the ability of owners to renovate and adapt existing structures to market tastes and inhibited reinvestment in the communities. Many apartments are surrounded by wide but poorly maintained lawns that lack functional green space. Current multifamily zoning regulations require 50-60 percent of the site for open space, not including parking. They also require substantial setbacks. The effect of these regulations makes redevelopment of obsolete multifamily housing financially impractical.

Recommendations

1. Rezone to implement the proposed development district standards for affordable and mixed-income buildings.
2. Permit uses that will support dense, mixed-income, multifamily residential units.
3. Encourage Crime Prevention Through Environmental Design (CPTED) and green building standards.
4. Package multifamily housing with separate studios for artists.
5. Set aside a percentage of new residential units for affordable artist housing.
6. Reduce the required buffers, side yards, and setbacks.
7. Retain the current density for any future development of existing multifamily communities.

Traditional Residential Neighborhood Character Areas

Goal

To preserve the single-family residential neighborhood character as anchor of the Arts District, while supporting artists who produce and teach from their homes.



Front yards of residential homes should not be paved over, nor should wide driveway aprons be constructed.

Existing Conditions and Issues

The traditional residential neighborhood character area is the largest part of the Arts District. Each of the four Arts District municipalities has historic districts emphasizing the quality of historic and vernacular housing stock. These communities are known for their large stock of moderately priced housing, as most lots had been built out by the first half of the twentieth century with housing stock dating from the 1910s to the 1940s. Recently housing prices have approached market rates, after going through a long period of being undervalued. There are also higher-priced homes, mainly large historic structures, which are for the most part restored or under restoration.

The Arts District single-family residential communities are generally walkable, laid out on a grid, and have few cul-de-sacs or loops. Small lots, with 20-foot setbacks, single-apron driveways, and minimal lot widths are the norm and add to the appeal of these neighborhoods. Generally, density is four to ten units per acre. In addition to the built environment, many natural features such as wooded slopes run through these neighborhoods. These add to the appeal of these neighborhoods and their ability to stabilize and add long-term value to the Arts District as a whole.

Recommendations

1. Rezone to implement the proposed development district standards and guidelines.
2. Reinforce existing single-family detached residential neighborhoods as community-oriented, quiet, low-traffic, and child-safe.
3. Maintain the integrity of residential streetscape. Front yards should not be paved, nor should wide driveway aprons be constructed.
4. Support arts and handcraft home occupations.

Neighborhood Commercial Character Areas

Goals

1. To facilitate the development, redevelopment, and renovation of small businesses and institutions compatible with the surrounding neighborhoods, but discourage stores whose primary goods include beer, wine, cigarettes, and lottery tickets.
2. To encourage neighborhood and convenience services and retail establishments within easy walking distance of residences.
3. To offer opportunities for residential and artist studio spaces above ground-level retail.
4. To provide design, landscaping, and screening methods to mitigate the impact of neighborhood commercial uses on the traditional residential neighborhoods.

Sec. 27-548.19. - Introduction.

The Development District Overlay Zone is intended to ensure that the development of land in a designated development district meets the goals established for the district in a Master Plan, Master Plan Amendment, or Sector Plan, and takes advantage of unique opportunities presented by the district. Development districts may be designated for town centers, Metro areas, commercial corridors, employment centers, revitalization areas, historic areas, and other special areas which are the subject of development recommendations in a Master Plan, Master Plan Amendment, or Sector Plan. The D-D-O Zone is a mapped zone which is superimposed by a Sectional Map Amendment (SMA) over other zones in a designated development district, and may modify development requirements within the underlying zones. In the Development District Overlay Zone, new development is generally subject to the approval of a Detailed Site Plan by the Planning Board. Detailed Site Plans are reviewed for compliance with development standards approved by the District Council, in a Sectional Map Amendment, or in a later amendment of adopted standards.

(CB-8-2000; CB-5-2007)

Sec. 27-548.20. - Purposes.

(a) The specific purposes of the Development District Overlay Zone are:

- (1) To provide a close link between Master Plans, Master Plan Amendments, or Sector Plans and their implementation;
- (2) To provide flexibility within a regulatory framework to encourage innovative design solutions;
- (3) To provide uniform development criteria utilizing design standards approved or amended by the District Council;
- (4) To promote an appropriate mix of land uses;
- (5) To encourage compact development;
- (6) To encourage compatible development which complements and enhances the character of an area;
- (7) To promote a sense of place by preserving character-defining features within a community;
- (8) To encourage pedestrian activity;
- (9) To promote economic vitality and investment.

(CB-8-2000; CB-5-2007)

Sec. 27-548.21. - Relationship to other zones.

The Development District Overlay Zone shall be placed over other zones on the Zoning Map, and may modify specific requirements of those underlying zones. Only those requirements of the underlying zones specifically noted in this Subdivision and elsewhere in this Subtitle are modified. All other requirements of the underlying zones are unaffected by the Development District Overlay Zone. The Development District Overlay Zone may not be placed over the Urban Center or Corridor Node Zones (UC). Where properties in a Development District Overlay Zone are also classified in the Military Installation Overlay Zone, the requirements of both zones shall apply. Where requirements of the D-D-O Zone and M-I-O Zone conflict, the more restrictive of the requirements shall apply.

(CB-8-2000; CB-2-2010; CB-42-2015)

Sec. 27-548.22. - Uses.

- (a) The uses allowed on property in a Development District Overlay Zone shall be the same as those allowed in the underlying zone in which the property is classified, except as modified by Development District Standards approved by the District Council.
- (b) Notwithstanding the provisions of subsection (a) of this Section, any other provision of the Zoning Ordinance, or any applicable provision within an approved comprehensive plan, a Hospital is a permitted use in the M-X-T/D-D-O Zone.
- (c) Notwithstanding any other provision of this Subtitle, or any other applicable provision within the Development District Standards for an approved Development District Overlay Zone, a Medical Cannabis Grower, Medical Cannabis Processor, or Medical Cannabis Dispensary use shall be permitted or prohibited in accordance the prescriptions of this Subtitle for the underlying zone in which the property is classified.
- (d) Development District Standards may limit land uses or general use types allowed in the underlying zone where the uses are incompatible with, or detrimental to, the goals of the Development District and purposes of the D-D-O Zone. Development District Standards may allow uses prohibited in the underlying zone where the uses are compatible with the goals of the Development District and purposes of the D-D-O Zone.
- (e) A table of uses shall be incorporated within each Development District Overlay Zone clearly showing all uses in the underlying zone that will be permitted, prohibited, or otherwise restricted pursuant to Section 27-548.25 of this Division.

(CB-8-2000; CB-71-2004; CB-5-2007; CB-24-2013; CB-101-2013; CB-12-2015; CB-5-2016)

Sec. 27-548.23. - Development District Standards.

- (a) In general, Development District Overlay Zone regulations shall be the same as those in the underlying zone in which property is classified, except as modified by Development District Standards approved by the District Council, in a Sectional Map Amendment, in a Military Installation Overlay Zoning Map Amendment, or in a later amendment of adopted standards. The use of Development District Standards in each Development District Overlay Zone is intended to allow flexibility in the development review process and foster high-quality development through application of design guidelines and standards which promote the purposes of the Master Plan, Master Plan Amendment, or Sector Plan.
- (b) Development District Standards may modify density regulations only to meet the goals of the Development District and the purposes of the D-D-O Zone. Development District Standards may not permit density in excess of the maximum permitted in the underlying zone.
- (c) The location, size, height, design, lot coverage of structures, parking and loading, signs, open space, and other regulations may be specified in the text, concept plans, and maps in the Development District Standards. The regulations in the underlying zone may be modified by the Development District Standards only to meet the goals of the Development District and the purposes of the D-D-O Zone.
- (d) Landscaping, screening, and buffering of development shall conform to Landscape Manual requirements. Specific landscaping, screening, and buffering also may be required by the Development District Standards. Development District Standards may require specific landscaping, screening, and buffering, but only to meet the goals of the Development District and the purposes of the D-D-O Zone.
- (e) The Master Plan, Master Plan Amendment, or Sector Plan may specify the location and size of proposed roads and transit facilities.

- (f) Notwithstanding the provisions of subsection (c) of this Section, in furtherance of the core vision, purposes, and specific goals of an approved Development District to locate a regional medical center health campus as a major public health institution, and pursuant to its site plan application for development of parcels of property within a Development District Overlay Zone bound by the Capital Beltway right-of-way, Arena Drive, and the north side of the Blue Line Metrorail track line, filed, accepted, and permitted prior to December 31, 2021, an applicant may request a one-story departure (reduction) from the applicable Minimum Height requirements set forth in the Development District Standards.
- (g) Where a property lies in both the M-I-O Zone and a D-D-O Zone, the maximum permitted height of structures shall be the more restrictive of the Development District Standards and Section 27-548.54, whichever maximum permitted height is lower.

(CB-8-2000; CB-5-2007; CB-5-2014; CB-42-2015)

Sec. 27-548.24. - Master Plan, Master Plan Amendment, or Sector Plan.

- (a) For every Development District Overlay Zone, a Master Plan, Master Plan Amendment, or Sector Plan shall be prepared in accordance with the master plan procedures set forth in Part 13, which may include the following elements:
 - (1) Overall recommendations;
 - (2) Subarea recommendations;
 - (3) Illustrative concept plans;
 - (4) Plan maps.
- (b) The Development District Overlay Zone shall be applied through the Sectional Map Amendment process, in accordance with the procedures in Part 3, Division 4.
- (c) Development District Standards shall be prepared for each Development District Overlay Zone. Development District Standards shall be stated in a Sectional Map Amendment and conform generally to recommendations in the applicable Master Plan, Master Plan Amendment, or Sector Plan.

(CB-8-2000)

Sec. 27-548.25. - Site Plan Approval.

- (a) Prior to issuance of any grading permit for undeveloped property or any building permit in a Development District, a Detailed Site Plan for individual development shall be approved by the Planning Board in accordance with Part 3, Division 9. Site plan submittal requirements for the Development District shall be stated in the Development District Standards. The applicability section of the Development District Standards may exempt from site plan review or limit the review of specific types of development or areas of the Development District.
- (b) In approving the Detailed Site Plan, the Planning Board shall find that the site plan meets applicable Development District Standards.
- (c) If the applicant so requests, the Planning Board may apply development standards which differ from the Development District Standards, most recently approved or amended by the District Council, unless the Sectional Map Amendment text specifically provides otherwise. The Planning Board shall find that the alternate Development District Standards will benefit the development and the Development District and will not substantially impair implementation of the Master Plan, Master Plan Amendment, or Sector Plan.

- (d) Special Exception procedures shall apply to uses within a Development District as provided herein. Uses which would normally require a Special Exception in the underlying zone shall be permitted uses only if the Development District Standards so provide within a table of uses, and such uses shall instead be subject to site plan review by the Planning Board. Development District Standards may restrict or prohibit any such uses. The Planning Board shall find in its approval of the site plan that the use complies with all applicable Development District Standards, meets the general Special Exception standards in Section 27-317(a)(1), (4), (5), and (6), and conforms to the recommendations in the Master Plan, Master Plan Amendment, or Sector Plan.
- (e) If a use would normally require a variance or departure, separate application shall not be required, but the Planning Board shall find in its approval of the site plan that the variance or departure conforms to all applicable Development District Standards.

(CB-8-2000; CB-5-2007; CB-24-2013)

Sec. 27-548.26. - Amendment of Approved Development District Overlay Zone.

- (a) District Council.
 - (1) The following amendments to development requirements within the Development District may be initiated and approved by the District Council through the minor plan and Development District Overlay amendment procedure in accordance with Section 27-642 of this Subtitle:
 - (A) Changes to the boundary of the D-D-O Zone; and
 - (B) Changes to the underlying zones, the list of allowed uses, or the Development District Standards.
 - (2) Notwithstanding the provisions of subsection (a), above, at the written request of a municipality in which development district property is located, the District Council may modify the Development District Standards under the following procedures. The District Council shall direct the Planning Board to prepare the amendment and shall specify which Development District Standards should be reviewed.
 - (A) For hearing procedures in general, the Planning Board and District Council shall follow the requirements in Part 3, Division 9, for Conceptual Site Plans as found in Sections 27-276(a)(1), (3), (4), (5), (6), (7); and 27-276(d). Review by the District Council shall follow the procedures in Section 27-280. Notice of the Planning Board's hearing shall be sent by first-class mail to all municipalities with development district property, all parties of record in the Sectional Map Amendment, and all property owners within the area specified in the District Council's direction;
 - (B) Planning Board staff must prepare a report and recommendation. The Planning Board shall hold a public hearing, file its decision with the Clerk of the Council, and send copies to persons of record of this amendment process within fifty (50) days of the receipt of the District Council's direction to the Planning Board;
 - (C) In order to approve an amendment of the Development District Standards the Planning Board shall make the following findings:
 - (i) The amendment is in compliance with the goals of the Development District; and
 - (ii) The amendment is in conformance with the purposes of the D-D-O Zone.
 - (3) The following amendments to development requirements within the Development District may be approved by the District Council through Military Installation Overlay Zoning Map Amendments for Development Districts in the M-I-O Zone, in accordance with Part 3, Division 2, Subdivision 8 of this Subtitle:
 - (A) Changes to the boundary of the D-D-O Zone; and

- (B) Changes to the Development District Standards where previously approved standards conflict with the requirements of the M-I-O Zone.
- (b) Property Owner.
 - (1) Notwithstanding the provisions of subsection (a), above, a property owner may request that the District Council amend development requirements for the owner's property, as follows:
 - (A) An owner of property in, adjoining, or separated only by a right-of-way from the Development District may request changes to the boundary of the approved D-D-O Zone.
 - (B) An owner of property in the Development District may request changes to the underlying zones or the list of allowed uses, as modified by the Development District Standards.
 - (2) The owner's application shall include:
 - (A) A statement showing that the proposed development conforms with the purposes and recommendations for the Development District, as stated in the Master Plan, Master Plan Amendment, or Sector Plan; and
 - (B) A site plan, either the Detailed Site Plan required by Section 27-548.25 or a Conceptual Site Plan.
 - (3) Filing and review of the application shall follow the site plan review procedures in Part 3, Division 9, except as modified in this Section. The Technical Staff shall review and submit a report on the application, and the Planning Board shall hold a public hearing and submit a recommendation to the District Council. Before final action the Council may remand the application to the Planning Board for review of specific issues.
 - (4) An application may be amended at any time. A request to amend an application shall be filed and reviewed in accordance with Section 27-145.
 - (5) The District Council may approve, approve with conditions, or disapprove any amendment requested by a property owner under this Section. In approving an application and site plan, the District Council shall find that the proposed development conforms with the purposes and recommendations for the Development District, as stated in the Master Plan, Master Plan Amendment, or Sector Plan, and meets applicable site plan requirements.
 - (6) If a Conceptual Site Plan is approved with an application, the owner may not obtain permits without an approved Detailed Site Plan.

(CB-8-2000; CB-5-2007; CB-35-2015; CB-42-2015)

Use	Source	Character Areas						
		TC	APE	NAP	MRC	TRN	NC	SVP
(8) RESIDENTIAL/LODGING:	27-473 27-461 27-441							
Apartment hotel	27-441	SP	X	SP	X	X	X	X
Apartment housing for elderly or handicapped families in a building other than a surplus public school building (with provisions for increased density and reduced lot size in multifamily zones)	27-441	P	X	X	P	X	P	X
Apartment housing for elderly or handicapped families in a surplus public school building	27-441	P	X	X	P	X	P	X
Apartment housing for the elderly or physically handicapped	27-461	P	X	X	P	X	P	X
Artists' residential studios	27-441 27-461 27-473	P	P	P	P	P	P	X
Boarding house	27-441	P	X	X	X	X	X	X
Congregate living facility for more than eight elderly or physically handicapped residents	27-441	P	SP	SP	P	SP	SP	X
Congregate living facility for not more than eight elderly or physically handicapped residents	27-441	SP	X	X	SP	P	P	X
Convent or monastery	27-441	X	X	X	P	X	X	X
Conversion of one-family detached dwelling to a building containing up to three dwelling units (not considered as a two-family, three-family, or multifamily dwelling)	27-441	SP	SP	X	P	SP	SP	X
Country inn	27-461 27-441	P	X	X	X	SP	P	X
Dwelling, provided that it was legally erected prior to the date upon which the property was classified in a Commercial Zone, or was legally erected in a Commercial Zone under prior regulations	27-461	P	P	P	P	P	P	P
Dwelling	27-473	P	X	X	X	P	P	X
Dwelling unit above the first floor within a building containing commercial, industrial, or arts-related uses	27-461	P	P	SP	X	X	P	X
Dwelling unit on the first floor:	new							
(A) Facing streets wider than two lanes	new	SP	X	X	P	P	X	X
(B) Facing streets a total of two lanes of traffic or less	new	P	SP	X	P	P	X	X

Use	Source	Character Areas						
		TC	APE	NAP	MRC	TRN	NC	SVP
Dwelling unit on the first floor as an adaptation of a building from an industrial or vehicle-related use and not an arts-related use into loft units	new	P	P	SP	X	X	X	X
Dwelling, multifamily	27-441	P	SP	P	P	X	P	X
Dwelling, one-family attached, for the elderly	27-441	P	X	X	X	X	X	X
Dwelling, one-family detached, cluster development	27-441	P	X	X	X	P	X	X
Dwelling, one-family detached (in general)	27-441	P	X	X	X	P	X	X
Dwelling, one-family semidetached:	27-441	P	X	X	X	P	X	X
(A) If allowed in the underlying zone	27-441							
(B) All other	new	P	X	X	X	P	X	X
Dwelling, two-family detached:	new	P	X	X	X	X	X	X
(A) If allowed in the underlying zone	new	P	X	X	X	P	X	X
(B) All other	new	P	X	X	X	P	X	X
Dwelling, three-family:	27-441	P	SP	X	P	X	X	X
Dwellings, one-family triple-attached (in general)	27-441							
(A) If allowed in the underlying zone	new	P	X	X	X	P	X	X
(B) All other	new	P	X	X	X	X	X	X
Dwelling, quadruple-attached:	27-441							
(A) If allowed in the underlying zone	new	P	X	X	X	P	X	X
(B) All other	new	P	X	X	X	X	X	X
Flag lot development	27-441	SP	SP	X	SP	SP	X	X
Fraternity or sorority house	27-441	X	X	X	X	X	X	X
Granny flat, carriage house, or in-law suite, provided the owner continues to occupy the main structure ²	new	P	X	X	X	P	X	X
Group residential facility for mentally handicapped dependent persons in accordance with Section 27-107.01(109)(D)	27-441	P	SP	X	P	X	X	X
Guest house, as an accessory use	27-441	P	SP	X	P	X	X	X
Hotel or motel	27-461 27-473 27-441	P	P	XSP	X	X	X	X
Mobile home used as a dwelling for emergency purposes as a temporary use, in accordance with Sections 27-260 and 27-261	27-441	X	X	X	X	X	X	X
Mobile home used as a one-family detached dwelling	27-441	X	X	X	X	X	X	X
Mobile home, with use for which amusement taxes collected	27-441	P	P	P	P	P	P	P

²The City of Hyattsville is exempt from this provision.

Use	Source	Character Areas						
		TC	APE	NAP	MRC	TRN	NC	SVP
Planned retirement community	27-461							
	27-473	SP	X	X	SP	X	X	X
	27-441							
Recreational community development, in accordance with Section 27-444	27-441	X	X	X	X	X	X	X
	27-441	X	X	X	X	X	X	X
	27-441							
Residential Revitalization: Comprising any form of proposed multifamily, attached one-family or detached one-family dwellings, in a residential revitalization project, as shown on a detailed site plan approved in accordance with Section 27-445.09	27-441	SP	X	X	SP	X	X	X
	27-441	X	X	X	X	X	X	X
	27-441							
Rooming houses	27-441	X	X	X	X	X	X	X
Tourist cabin camp	27-461	X	X	X	X	X	X	X
	27-441							
Tourist home	27-461	X	X	X	X	X	X	X
	27-441							
Townhouse, in general	27-441							
(A) If allowed in the underlying zone		P	P	P	P	P	X	X
(B) All other		P	X	X	X	X	X	X
Loft-style housing above the first floor		P	P	SP	P	X	X	X
Transitional shelter for the homeless	27-461	SP	X	X	X	X	X	X
(9) RESOURCE PRODUCTION/RECOVERY:	27-473							
	27-461							
	27-441							
	27-441	X	X	X	X	X	X	P
Agricultural uses	27-441	X	X	X	X	X	X	SP
	27-461							
	27-473							
Sand and gravel wet-processing	27-461	X	X	X	X	X	X	X
	27-473							
Sawmill	27-441	X	X	X	X	X	X	X
	27-461							
Surface mining	27-473	X	X	X	X	X	X	X
	27-441							

CITY OF HYATTSVILLE
PLANNING COMMITTEE MINUTES
FEBRUARY 27, 2018

1. Introduction of Committee & Guests Members (7:31 PM)
 - Maureen Foster, Committee Member
 - Nkosi Yearwood, Committee Member
 - David Marshall, Committee Member
 - Jonathan Mueller, Committee Member
 - Todd Dengel, Committee Member
 - Thomas Sheffer, Committee Member
 - Chad Copeland, Committee Member
 - Wil Maxwell, Committee Member
 - Thomas Wright, Council Liaison
 - Jim Chandler, Staff Liaison
 - Katie Gerbes, Community Planner
 - Sean Bruce, Werrlein Properties
 - Norman Rivera, Werrlein Properties
 - Jon Werrlein, Werrlein Properties
 - Lisa Burdy, Werrlein Properties
 - Karl Granzow, Werrlein Properties
 - Michael Romero, Romero Architects
 - Mike Lenhart, Lenhart Traffic Consulting
 - Bryan Turton, Dewberry
 - See sign-in sheet for list of additional guest attendees
 - Process for meeting: presentation by Werrlein properties, followed by a round of committee clarifying questions and a round of committee comments. Public comment will follow, with each guest permitted two minutes to make a comment. Comments must pertain to the proposed development, not to ideas of other uses of the building/what would like to be seen on site.
2. Committee Business (9:33 PM)
 - Initially skipped in the interest of time to get to the presentation
 - Adoption of Minutes from January 2018
 - i. Approved unanimously
 - Open Meetings Act Training
 - i. Training will occur in April, and
 - ii. at least one committee member must attend. If interested, send a note to Katie or Jim. Katie will send out follow up email with meeting date/time.
3. Magruder Pointe Presentation & Discussion (7:33 PM)
 - Introduction of Werrlein Team
 - 3 phases of the project:
 - Uses detailed site plan
 - Preliminary plan of subdivision – subdivision and traffic impacts
 - Detailed site plan – architecture and grading of site

- Norman Rivera, Attorney
 - Notification has been sent to adjacent property owners and registered civic associations
 - Discussions have happened with Hyattsville Aging in Place about the creation of a fund to help retrofit existing homes
- Sean Bruce, Consultant for Werrlein Properties and former employee of Douglas Development Corporation
 - Over the years, there have been many proposals for the building, but none have come to fruition when looking at all of the different market conditions, costs associated with the building, etc.
- Bryan Turton, Civil Engineer, Dewberry
 - Two direct connections through the community to Magruder Park
 - Stormwater will be approved through Prince George's County; this project has a reduction in impervious surface and a net growth in the amount of green space
 - Floodplain plan will not change the elevation of the floodplain, but the limits of the floodplain will be altered as a response of the site grading
 - Floodplain compensation area will be created in the southeast portion of the lot to handle water
 - Everything will go through Community Development for comments before M-NCPPC
- Michael Lenhart, Traffic Engineer, Lenhart Traffic Consulting
 - Traffic impact study has been prepared for the project
 - Worked with M-NCPPC on a scope for the proposal which included 9 nearby intersections
 - Traffic counts are gathered in the morning and evening, identifying peak periods in each hour, then study those hours to evaluate existing traffic conditions, add in growth and trip generation estimates for the proposed site
 - County has methodology for signalized and unsignalized intersections. 2 are signalized (Hamilton & 38th, Baltimore Avenue & Crittenden). M-NCPPC defines LOS acceptable as E or high for inside the capital beltway
 - Both study intersections operate at LOS B with total build out projected
 - Unsignalized intersections pass County's standards
 - Assign traffic assuming no reduction for transit or bicycle use; assumes full vehicle trip generation to simulate the highest level of traffic generated by the site
 - There are bus stops in the immediate vicinity of the site, as well as a Capital Bikeshare station proposed to be in Magruder Park
- Mike Romero, Architect
 - Neighbor who lives on Gallatin Street, personally lives nearby and uses Magruder Point
 - Different plan than the one proposed at Vigilante, as a direct response to resident comments
 - First instinct is to try to match architecture across the street; single family homes on Hamilton are of a similar size and character as those already in the neighborhood
 - Townhouses on Gallatin are set back to create a "community green" and will be hardiplank siding to better fit in with the homes in the neighborhood. Townhouses on the lower site will be brick.
 - Multiple connections will be made to Magruder Park, making it a pleasant walk for residents from the neighborhood into the park

- Architecture:
 - In keeping with historic nature of existing homes, seeking to include features like large porches to create an outdoor living space and sense of community
 - Variety of architecture to prevent cookie cutter appearance of homes
 - For townhouses, Hyattsville doesn't have a comparable of older, brick homes, so have looked to places like Savannah and Charleston for inspiration for the lower townhouses
 - Lower townhouses will have double porches
- Plan to salvage the face of the WSSC building and reuse it within the site as a gateway into the new project
- Committee Questions/Comments:
 - TD: For landscaping, what will be done on the site? Will utilities be buried?
 - To be determined. At this stage looking at what is required based on the number and type of homes proposed. Anything new for utilities will be underground, existing will likely stay above ground
 - TD: Is brick on every side of town homes?
 - Yes.
 - TD: Do you serve as your own realtors yourself?
 - Yes.
 - TD: Mentioned meeting with residents and committees. Can you elaborate on that and what it entailed?
 - Architecture subcommittee made up of residents (5-6) after the Vigilante meeting. Group met in December, determined a change in architecture was necessary, resulting in Mike Romero as the new architect. Committee met again in January to check in with current design with committee.
 - CC: Are there going to be barriers or fences along the perimeter of the development?
 - Haven't gotten that far.
 - CC: Not advocating for a fence, but curious.
 - Not intending to fence off from the park, hoping to face the park and incorporate it. There will be a grade difference between the path and the green, but not a fence.
 - CC: Do you envision any kind of visitor area or surplus parking?
 - All homes have rear loaded 2 home garages, and vast majority will also be able to accommodate cars on the driveway, so more parking will be provided than required.
 - MF: What is the number of single family homes?
 - 16 SFH, 66 townhouses.
 - MF: Do homes have detached garages?
 - All have two car garages, some are attached, some are detached.
 - MF: Just to clarify, there are two more WMATA bus stops just up the street for the 86 bus.
 - NY: What was assumed on the background development for the transportation study? Did you assume any growth factors?
 - Worked with staff at M-NCPPC on a scoping agreement. There were no background developments in the vicinity identified in the scope of the property. Assumed 0.5% per year, for 6 years, growth for background development.

- In PG County, when a property is previously developed, it is considered vested in trips generated, but we did not include any background traffic generated from the building because it is vacant.
- NY: How far did your study go out? As far as Ager Road?
 - Hamilton & 38th to West, 40th and Crittenden on the east
- JM: Houses built on lower portion is in the floodplain currently? The idea is that the houses will be graded out of floodplain?
 - Some is floodplain currently, some is not. Lot will be regraded so that the volume of floodplain area will stay the same, but the location will change based on the grading of the site. Green area adjacent to the park will serve as the compensation area.
 - JM: How much difference are you talking about?
 - Will depend, but likely a couple of feet.
 - JM: Do you need to get a waiver to do this?
 - Need to get a floodplain plan approved by the county to do this
 - JM: Is stormwater treated?
 - Required to manage on site, so combination of that and removal of existing impervious surface should reduce runoff by 30%
- JM: Is the purchase complete?
 - Not at this time.
- JM: You mentioned in the past people have talked about having schools there?
 - We've talked to lots of people, but the County expressed that they had very limited money and the cost-benefit analysis of a rehab versus a new construction didn't work out for this building. It would take a lot to bring this building up to code.
- JM: Is the building recognized as historic in a legal way?
 - No. Listed as a historic resource for the Hyattsville Historic District, but not listed as a contributing feature in the Gateway Arts District Sector Plan.
- JM: Alleys will be public?
 - Working with the City so build to their standards, so they will be dedicated to the City.
- JM: is there any street parking?
 - Existing street parking on Hamilton and Gallatin, but no new street parking created.
- TS: Speaking to the brick design, was their consideration of a more Art Deco architecture that could fit with the existing structure?
 - Don't really build in stucco anymore, but Art Deco doesn't allow for features like porches as easily as other styles. The appropriateness of Art Deco doesn't necessarily apply to this situation.
- TS: Green courtyard would be open to the public?
 - Yes, totally open connection to the park
 - TS: Sidewalks will be open to the public as well?
 - Yes, to connect to park.
- TS: Are concept drawing accurate elevation wise, because the drop in the plan doesn't seem to match up.
 - Concept drawing will be updated.
- TS: Is there anything proposed to give back to the community and the park?

- Working with the City and Park and Planning on that, haven't gotten that far.
- TS: Does the county floodplain plan include mitigations to Magruder Woods?
 - Not entirely sure. County floodplain plan will be limited as a volume and area study for this property. In terms of construction, as part of the permitting process there will be a sediment control plan to address runoff issues.
- TS: Are there existing trees on site that will be preserved?
 - Not many trees on site, but at the corner of the site trees will be preserved.
- DM: There is an indentation on the southern border of the property. Why is it indented?
 - That spot still needs to be determined how it will interact with the park. We didn't want to imply it will look like one thing in particular.
- DM: When will the title transfer?
 - Probably sometime in May 2018.
- DM: What is the timeline for project, start to finish?
 - Probably about 3 years.
- DM: Is there any plan, anywhere on this project for fencing or walls to prevent people from passing through it.
 - No.
- DM: There was no mention of public art on the property, but that should be considered to find a place for it. Pathways are outlined, so I'm assuming there will be sidewalk on frontage of all SFH and frontage of Gallatin Street. Inside the project, will there be sidewalks or pathways? Make sure there is a connectivity of the pathways and where pedestrians actually walk.
- TS: Further discussion on the townhouse architecture will be welcomed. Look forward to opportunities to discuss the connection to Magruder Park. Would like to see more landscaping around the green to soften the edge to Magruder Park. I know this is a challenging site and it is sensitive, but it shows that you've taken the local thoughts in mind and it is appreciated.
- JM: Really like the idea of reusing the stone entryway and could help address public art in the development and helps to preserve some of the historic elements of the site. Happy to see that it should reduce the total amount of impermeable surface. When planning for the construction, plan out the noise and traffic impact to be sensitive to neighbors.
- NY: Find the townhouse architecture interesting. Overall, it is a good start with open spaces and orienting towards the community. Should find ways to incorporate visitor parking. Missing from proposal is any offsite amenities and upgrades like art, bus shelters, etc. The more specific you are, the better off the dialogue will be moving forward. Rectangle area towards the bottom looks like a green, but will function as SWM, so thought should be given to how it is planted/maintained over time.
- CC: Echo comments how you've responded to questions/concerns of the community and applaud that effort. For parking, there needs to be a balance of visitor parking and people parking in the community to go to the park. Interesting and thoughtful proposal. There are a lot of sentiments in the community about what we wish could be here, but I don't think that takes away from what you've presented to us.

- TD: Have seen iterations of this presentation and it is clear that you've engaged the community, heard what we have said, and that speaks to wanting to have this project be embraced by the community. From an architectural side I think it is well thought out and want to see how landscaping further comes into play. Consider some sort of financing or plans for the community's first responders, but overall, it is a strong start.
- MF: Townhouses on the bottom remind me of Fort McNair. Not a big fan about saving the portico of the building. See a need for some bike racks for the people who live there.
- Community Comments:
 - Libby Welch: concerned about green floodplain area being a catch all for water and breeding ground for mosquitos. Hard to keep potholes off of Crittenden/40th as it is, and increase of residents on street may make the street worse. Already have bumper to bumper traffic, so worried about the increase in traffic during rush hour. Worry about the wildlife with lots of building occurring in the City. Believes will increase taxes and force residents out.
 - Maiya Dacey: Commend development team for taking feedback from the community and looks forward to seeing the next iteration of plans over time to make this is welcoming community where people can pass through. I think you're seeing needs of the community and the more places you can insert yourself into the community is good. Love the new architecture.
 - Mariales Zamuda: does not like putting townhouses on floodplain and curious of price of the houses and any inclusion of affordable housing within the plan.
 - Townhouses will be in \$500,000s, single family homes in \$600,000s.
 - Lisa Walker: met with developers representing Hyattsville Aging in Place. I hadn't heard parking and traffic discussion before, so not clear if there has been a traffic plan going up Gallatin Street. Parking on Gallatin in front of WSSC on both sides of streets, will that remain. Originally spoke to City Council about affordability and accessibility. I think you could find a way to make the townhouses lateral so they are accessible on the first floor. We talked about accessibility and developer has looked at making a fund for aging in place.
 - Flawn Williams: generally in favor of this plan, but there are still improvements that could be made. Echo Nkosi's remarks on the portion of dedicated, per unit extra parking versus community flex parking. Along 41st and Hamilton, no matter how much parking is provided in back, residents may want to park along the front of the street. Want to keep the archway entrance. Is there an vision for a pedestrian crossing at stairway, should be well marked as it is a blind corner.
 - Brandt Anderson: We bought home from Jonathan Werrlein and speaks to the integrity of the team and willingness to listen to the community. There is concern about developers coming into the community from the outside, but they are not and have stood with us with any issues to make problems right. They are good by their word and looking forward to not looking out at the building any more.
 - Victoria Moss: spent 21 years looking at the building and been involved in every plan brought forth for the building, but do support the project. Concerns are primarily parking related and would like to see significant contribution to community as a whole. Would like the name to be reconsidered, as it is a bit contentious.
 - Just the project name.

- James Danley: Live one house up in a house built by Jonathan. Caution community not to become misty eyed about the building, when in reality it is dirty and decrepit, so welcome its replacement. SFH facing SFH is financially viable because of higher density lower, that is a tradeoff I am willing to take. We were out bid on many houses in the community, so we should be building more of it.
- Lee: thanks for having meetings and incorporating feedback. Want to talk to stormwater controls. Urge to look at other features to manage instead of large bio retention- green roofs, cisterns, and permeable surface. Should consider doing environmental assessment on impact of development to ecosystem nearby in Magruder Park.
- Anne Barrett: From someone who has worked with Werrlein in the past, they have done beautiful work and have been a pleasure to work with. Often, they take off without being seen again, but Jonathan is here.
- Dale Crowell: question coming back to is on western edge next to the park, is the entryway part of the park or private development. Should it be a public road?
 - Signage for the park will remain and working with City for interaction against the park
 - Right of way issue along the western edge, working on the solution with City
 - Park access at entrance will not be changed at all
- Karen Everhart: Is it correct there will be no additional traffic lights added to Hamilton Street?
 - Correct.
- Yohannes Bennehoff: Is floodplain using 500-year or 100-year standard. Right now, FEMA has both.
 - Based on 100-year
 - YB: Concern that 100 years is not a very accurate standard, so consider looking at 500-year standard
- Will Seath: practicing architect serving on architectural committee for Werrlein. They have been very receptive to comments about improving the architecture. Worth keeping in mind that organized preservation as we know it didn't exist when the additions to the building made, as it demolished SFH to expand bundling. Argue that this is more true to preservation.
- Brendan Cain: Has seen project evolve and this has only gotten better over time. A residential solution is the best option for this property and the final project will only be better than we see now.
- Sherry Wilder: concern is quality of life while being built. Will the construction be phased? Welcome development in Hyattsville, but trend is that long term residents are being priced out of the community and it is becoming unaffordable to live here and we need to think about that as a community.
- Joe Bryon: Team has been successful at improving homes in this community and look forward to redevelopment of the property as it is currently an eyesore. Sympathize with the affordable housing concerns, but believe that is a larger conversation and shouldn't be on the shoulders of this development. Team has always followed through on their commitments and those are the people we want as neighbors and builders.
- Susan Hines: would like to see the building preserved but to see it being high density, like an apartment building. Acknowledge preservation concerns, but

understand there are challenges. Team has responded to concerns of the community, but instead of putting money into amenities, dedicate it to Magruder Park and preserving the bog and the site itself.

- Joann Mood: enjoys the bogs
- Arlene Reiniger: see a lot of individuals and families move into the community and seeing that we want to build up community sensibility more. Wondering if way to make improvements on the Magruder Community center and incorporate building remains into the community center.
- Margot Nassar: support the project, but with questions about the floodplain and architecture.
- Lisa Davidson: Do not support the project, but is bigger than preservation of this building. Find it troubling that we are ignoring issues of building on a floodplain and zoning changes on a high-end development that create fake historic architecture in a real historic district.
- Loire Przygodzki: Do not support the project. No issues with the architectural style, but believe it is short sighted to do this work in a floodplain. Magruder Park has serious water problems and these houses will too. Magruder Park is heart of the community and troubled about density around the play areas.
- Andra Daviron: not in favor of the project. We've seen other communities who go ahead with development unchecked. Not even a year since Houston was flooded and FEMA studies underestimated floodplain and there are extreme water problems that are created. For last 25 years, Arlington has accepted all development, unchecked. Historic buildings in Arlington don't exist anymore. Buildings are at highest price point, closer together than current neighborhood and large square footage that puts economic pressure on the other homes in the neighborhood.
- Nick Harris: valid concerns about construction and how that will be handled. I lived across from development of houses on Hamilton Street and it was fine. In favor of the proposal and it is heading in the right direction. Have been involved in conversations about land swap for City Hall and it is not feasible. It is the best shot we've got.
- Dan Muth: Commend Werrlein on accommodating the community. Great development in the wrong place, which says that the lot is worthless without the county granting a waiver. Caution against developing in a floodplain. Unless you can show clear, compelling interest to do this, going forward will be a fierce critic.
- Elise Thompson: on architecture committee and live across the street. Appreciate how open team was to direct and critical feedback. Should look at opportunities for incorporating green technologies such as permeable pavement.
- Eli Brown: excited to see development here. Single family homes is the best option for the site and will preserve the character without increasing density.
- Mary Kay Giunta: would prefer if this was all single-family homes. Seen a lot of opportunities come and go on the site, it is feasible and will look nice, but would like it to be less dense.
- Claud Russo: lived across building for years. Concerns are traffic and impact on park. Interactions with community have been great, but this is a larger development than they've done in the past. Hyattsville shouldn't be a trial run.

- Cathy Fall: On south and west side, you're proposing no fences? There is a fence now, that make the wood less accessible thereby preserving the bog. Don't need pedestrian access into the woods and bog.
 - We will keep that existing fence on the south side, but not on the west side, which will open to the park
 - CF: Pictures look wonderful, but do some of the houses look out onto cement?
 - All read loaded, so they will all face onto green pace
- Brian Schoem: Community Liaison for Alonzo Washington and has been taking notes. See him at end if you have concerns to talk to him about.
- Stefano Terricola: Lives in one of Jonathan's new houses and speaks to the quality of the work of the home. Moved into Hyattsville because we wanted to be in a neighborhood with a wide range of people. Don't want to look at the building anymore and it is a death trap. For the development and hope others are as well.

4. Landy Development Update (9:35 PM)

- Council provided letter of support at the last meeting. Conditions included with support include:
 - i. Street standards and public dedication
 - ii. DPIE approves SWM plan
 - iii. Bikeshare included in the development
 - iv. Developer provides for a connection to Northwestern, if the school wants to create it.
- We've been telling the developer to slow down as it was moving too fast. March 1 Planning Board hearing has been bumped back to March 22.
- Will be coming forth with infrastructure and architecture plans in the future and coming back to the committee.
- Path forward will now separate subdivision and DSP applications per new M-NCPPC process.
- Street names: if you have ideas for street names or are wildly opposed to any, let us know and we will pass it on
 - i. DM: because it is close to the school, maybe educational names?
- MF: Can we find out what the process is with the school board interacting with the Planning Board?
 - i. Yes, will need to happen
 - ii. CC: When time is right for school board to consider, can you let us know so we can get this done.
 - 1. Yes.

5. Hyatt Park Placemaking Project (9:47 PM)

- City is funding Hyatt Park placemaking project. Park has garden, playground but not much else. Hamilton Street is part of the Gateway Arts District and are relocating the police across the street, so want to bring life to the park. Uses may include food truck hub, summer jam, non-programmed space, etc.
 - i. Want to focus on giving multiple uses to multiple users.
- Neighborhood Design Center has proposed two concepts, and after feedback from community, will come back with a final design.
 - i. Concept plan looks at lighting, grading, a stage and some sort of interesting seating/play options.

- ii. Aggressive time schedule, likely building in late summer/early fall.
- Feedback can be given tonight, on Speak Up site, or by emailing us.
- TD: Went to the meeting and it was a fun and engaging meeting.
- Jim explained both concepts
- Comments:
 - i. TS: Density of use seems misdirected with lack of parking and restrooms
 - ii. JC: Magruder Park will have major renovation, but this is a smaller project and we need to use funds before they expire

6. Development Updates (10:00 PM)

- Kiplinger: still doing well and have exceeded price points estimated
- Jimmy Johns TBD
- Gas station in Riverdale – no tenant, but generally renovating the space with the hopes of finding a tenant
- NY: Status of Route 1 Parking Garage?
 - i. JC: can't really say anything publicly There will be a resolution by June. Likely be a public session with Council in late April on the garage.
- MF: What is happening this weekend at Melrose Park?
 - i. Commemorating of Women's Suffrage movement that took place in Hyattsville. Historic plaque will be installed and recognized by a major in the Army.
 - ii. Event starts at 10 AM; parking should be directed to the County Services building.
- NY: any updates on UIP's plan?
 - i. JC: under contract with Pressing Towards the Mark Church. DSP will probably come in the summer, we haven't seen any final plans.
- NY: Riverfront at West Hyattsville?
 - i. JC: Looking for builders for the townhouses and will come forward with the architecture DSP in the summer/early fall. Also talking to WMATA about acquiring the landlocked parcel.
- DM: Any update on Mall and the restaurant parcel?
 - i. JC: Have some new tenants including &pizza. Still trying to figure out who will be at the freestanding restaurant.

7. Adjourn (10:08 PM)

CITY OF HYATTSVILLE
PLANNING COMMITTEE MINUTES
MARCH 20, 2018

1. Introduction of Committee & Guests Members (7:31 PM)

- Maureen Foster
- Wil Maxwell
- David Marshall
- Todd Dengel
- Thomas Sheffer
- Chad Copeland
- Thomas Wright
- Jonathan Mueller
- Andrew Bishop
- Jim Chandler
- Katie Gerbes
- Thomas Wright
- Flawn Williams
- Stefano Terricola
- Yohannes Bennehoff
- Sherry Cain
- Brendan Cain
- Nick Harris
- Chris Colan
- Maureen Vosmele
- Nina Faye
- Daniel Schaible
- Austin Lipari
- Marisa Johnson
- Cliff Mayo
- Eli Braun
- Katie Asland
- Deona Kalala
- Illinga Kalala

2. Committee Business (7:32 PM)

- Adoption of Minutes from February 2018
 - i. Adopted unanimously at 7:35 PM
- Open Meetings Act Training

3. Magruder Pointe Discussion & Recommendation (7:38 PM)

- Subdivision Plan: site plan is shown in the packet of materials. We met with the applicant last week and there will be some changes to this site plan when the plat is submitted. Most notable change is that there will be a new sidewalk placed along the main road of the lower lot to support better access to Magruder Park.
- Streets: Streets will be constructed to the Urban Street Standards for Prince George's County, which means that the City will accept them into our network. The applicant plans to dedicate all roads to the City. By accepting them, we would be responsible for street maintenance, snow removal, trash services, etc.
- Historic Preservation: This property is a contributing structure to the Hyattsville Historic District. It is not listed as a contributing historic resource to the Gateway Arts District Sector Plan. The building individually is not listed on the National, State or County Register of Historic Places, so as a result, there are no legal protections that exist for the building.
- Floodplain: the lower parcel lies largely within the floodplain, as seen on the map in the packet. Grading must be completed to lift the property out of the floodplain to build habitable space. This has happened before, more recently with the Riverfront at West Hyattsville development. Stormwater mitigation will be done on site to control for all run off, though it will likely have less run off when developed as it currently is due to the large amount of asphalt. The Department of Environment and FEMA will need to approve their stormwater and grading plan in order to move forward. We have asked the applicant to do an additional study to get actual volume changes as is, and what is anticipated when fully redeveloped.
- Traditional Residential Neighborhood: Gateway Arts District Plan is different from other plans in the county in that it identifies character areas with characteristics that are desired. Jim read definition of Traditional Residential Neighborhood character area from the GAD Plan.
- Zoning Ordinance/Amendment: the process to go about allowing the development on the lower site would be an amendment to the development standards within the GAD plan. Technically, it is not a rezoning, which is important for legal reasons. They are citing Section 27-548.26 of the zoning ordinance, which reads the process by which they could seek this change. This is not common, but does tend to happen for institutional or other highly specialized buildings, as they are a bit different from the majority of parcels in the county.
- Clarifying Questions from Committee Members:
 - TS: How does this process go for getting the amendment to the GAD plan work?
 - KG: Similar to any other development getting approved. The Hyattsville Council would make a recommendation to the Prince George's Planning Board. Because this is an amendment to a legal

document, it would also need to go to the District Council, where there would be another public hearing.

- TS: Last meeting there was conversation about how there were single family homes on the site before this building. Have you been able to verify that?
 - JC: No, we have not, but it is not really relevant to the historic preservation piece because they are no longer standing.
- TS: I have some concerns about the regrading on the site. It is hard to imagine what that will look like here with the water table without seeing any visuals.
 - KG: I believe the grading is approximately 18 inches.
- KG: There was concern at the last meeting about the “easement” area which is the area where the park abuts the property. We have no record of an easement on that property. We’ve done some digging, and that is a paper road that was platted in 1878. According to Maryland State Code, when a parcel is dedicated to public use prior to 1908, the dedicated agency must accept the road. After 1908, right-of-way dedication automatically transfers to that agency. Because this occurred prior to 1908, and the City never accepted the dedication, it technically is still part of the WSSC parcel.
- TS: Discussions with developer about improvements to Magruder Park?
 - JC: Technically will be handled as part of the detailed site plan, as that is when recreational amenities are discussed. We’ve talked about natural barriers that don’t seem like barriers to connect it to the park, such as a recreational path or trail. City is working with Neighborhood Design Center to try and help figure out what the park could be and how this development could feed into it.
- TD: We will have another opportunity to review this after seeing the updated transportation study?
 - JC: For traffic circulation, yes, for site access, that would be determined at PPS.
- TD: So what are we looking to do with the amendment to the table of uses? What are we evaluating?
 - JC: Whether or not you believe this plan is consistent with the goals listed in the Traditional Residential Neighborhood character area.
- TD: 500-year flood plain is not currently required to be met.
 - JC: Correct. Maryland law only required developers to address the 100-year flood plain.
- TD: Can we recommend items that aren’t required of them but we would like to see?
 - KG: Yes, there is no promise, but we can ask for them.
- JM: Are floodplain conversations relevant now?

- JC: Yes.
- JM: How much higher would they need to go to build out of the 500-year flood plain?
 - JC: I don't know, the boundaries are similar from the 100 to 500-year floodplains, but it could be difficult to make that a condition to be applied because it is not a legal requirement of them.
- JM: Everything would have to come out of the floodplain? The whole site? Including roads?
 - KG: Anything that is habitable, so roads, utilities and housing. In the southern portion of the site they are proposing a green area that will not be out of the floodplain.
 - TS: It will be lowered, because they want it to catch water.
 - KG: Correct.
- Public Clarifying Questions:
 - Brendan Cain: Drawing shows a footpath at 40th near the woods. Are they required to add a stop sign or crosswalks there?
 - JC: No, and we don't want them to because there is already a lot happening there and we want to make it clear that that is not an area for pedestrians.
 - Brendan Cain: Because the building has been unoccupied, if someone wanted to keep the building would they be allowed to do it by right or would they also need an amendment to the standards?
 - KG: It would depend on what they are proposing to do there – both the use and the density. At a minimum, they would need a special permit, but they may need a full amendment, as is the case with this application.
 - Marisa Johnson: Is there any legal requirement for an environmental impact statement or archeological survey of the site?
 - JC: No, can you speak to that a bit more to what you're looking for in an archeological study there?
 - MJ: They would come in and survey the property to determine its history, what has been there in the past, chronicling that history and ensuring there are no archeological features of value on the site.
 - JC: Nothing like that is a requirement of them.
 - Marissa Johnson: Who decides on the grading and if that is okay?
 - JC: The Department of the Environment through Department of Permits, Inspections and Enforcement
 - Marissa Johnson: Which of these zones would be the most restrictive to the developer?
 - JC: The O-S, but there is still the character area consideration.
 - Danny Schaible: Save Our Sustainable Hyattsville. The development in the floodplain is advised against by the County and goes against the October 2004 Council Resolution.

- JC: The motion in reference from October 2004 mentions three things: demolition of all parts of the building built after 1935, supporting projects that reserve the O-S zoning on the lower site and removing the asbestos on site. Ultimately, a motion is just a motion. Unless it is tied to a policy, the Council has the ability to change their mind, especially after significant time has passed.
 - Danny Schiabe: I don't see how this meets any of the characteristics of the traditional residential neighborhood.
 - Yohannes Benehoff: It is 2 feet not 18 inches that it will need to be raised. How much of the property will need to be lifted out?
 - JC: Almost the entire floodplain with the exception of the green area.
 - Cliff Mayo: If the grade is raised, how will that water be managed on site? The green space is not enough area to make up that much water.
 - KG: They are not planning on doing anything off site, between the compensatory storage area and the increased pervious surfaces on the site, they believe it will all be captured. Will be reviewed by DOE before reviewed.
 - Maureen Vosmek: Is there a requirement to provide any three-dimensional view of the grading? I understand it is being handled in phases.
 - JC: There is no requirement. Everything used to be handled together, but it is now being reviewed separately. The 3-D is not relevant for the subdivision. There may be possibility during the architectural state, but it is not required.
 - Deona Kalala: Do we know if the project is viable with the top portion developed but not the bottom?
 - KG: I don't know, I could only speculate.
- Committee Comments
 - JM: Happy to hear of improvements to the sidewalk to get people through the property. Happy that the plan is replacing a parking lot that is completely impermeable, and should improve the water runoff. I hope DOE looks closely at the regarding, but as you said, there is a precedent for it and it has happened. Assuming they live up to this, I support it.
 - TS: I continue to be uncomfortable with the level of detail on the lower parcel. I think it is unanimous that the upper parcel works. The 3-D profile will allow us to have a better sense of the impacts on the park and their ability to lift out of the floodplain without a large disturbance. Welcome them to consider offering the recreation access easement on the compensatory storage area, as well as the area that is disputed to be in the park/on their property. The lower site doesn't fully meet the definition, in my opinion, of the TRN. If they could bring it down to the 10 units per acre, that would be welcomed. Mitigation of runoff/topsoil would need to be fully investigated. Consideration of the ponding effect raising the floodplain might have on City parcels.

- JC: Right now, there is no stormwater management, but will have to meet 100% of new runoff and 50% of existing runoff, so with the replacement of pervious with impervious surface, it is hard to see how there wouldn't be a reduction in water runoff to the park.
 - TS: But it would be channeling it into the bog area.
 - JC: yes.
- TD: Am in support of the project but agree that we ask that careful consideration be taken towards the environmental impact. It is impervious surface, but there are homes there that should have longevity, so we want to be vigilant that our voice was heard.
- DM: What Todd said. I am in support of the project, both the top and the bottom. I am in favor of the density in the bottom. This lot abuts apartment buildings in one area, and there are a bunch of apartments on the other side of the park. I think this is appropriate.
- CC: Recommendation should have strong language about the floodplain issues and it is a big concern for everyone. Bonded and underlined.
- AB: Speaking as a City resident, not a County employee. The entrance into the lower lot looks to not be at a 90-degree angle, so would like to bring that in to 90 degrees. There is no indication that there will be visitor parking.
 - KG: There are 7 spaces provided in the middle of the development.
- WM: Agree with others' comments. Concerned with the floodplain issues. Concerned with the density on the bottom half, it seems like a lot of houses and cars.
- MF: Seems we have agreement on the issue of the floodplain that we are concerned about the building of the floodplain. We would have benefitted from greater information about the floodplain, but given the amount of limited information we have, want to ensure that the City Council and Staff follow up on the containment of the water, the reduction in runoff and any runoff impact on the park.
 - CC: And that going forward we are provided those details.
 - TD: They had a group looking at architecture plans, but as a recommendation could form a similar environmental committee to review.
 - JM: recommendation of support conditional on DOE verifying all of the floodplain issues.
 - TS: No basements.
- JC: The applicant is proposing the urban street standards to be dedicated to the City – are there any questions, comments or concerns?
 - DM: Would like to see language about pedestrian crossings being well defined (crosswalks and internal flow).
 - CC: Agree, we need to live up to the name of a world within walking distance.

- JM: Echo that to improve pedestrian safety.
 - MF: City needs to work with Maryland State Highway to look again at the Octopus intersection to make it safer.
- MF: Regarding TRN, we are in favor of the standards in the TRN, but concerned that they are not meeting those standards.
 - TS: Bring up their density, then what the TRN states
 - Note that there is support and opposition to that
- MF: What is the issue with the zoning?
 - JC: Is the applicant's request consistent with the intent of the TRN is what will be posed.
 - TS: Can we add that we want an access easement for the compensatory storage area as well as the paper road area.
 - DM: Who would maintain that?
 - JC: The HOA because it is also acting as a stormwater management function, but the easement would allow
- RECOMMENDATION: We are concerned about the pedestrian access and encourage the City Council to pay special attention to how pedestrians are treated. We support the new sidewalk and any additional pedestrian amenities. The Council should ensure that no barriers are placed preventing pedestrian access through the development to the park.
 - Approved unanimously
- RECOMMENDATION: The Committee is split on whether or not this plan is consistent with the goals and values of the Traditional Residential Neighborhood character area. Everyone is in agreement that the upper lot is consistent, but the committee is split on whether or not the lower parcel is consistent. For lower lot, there is a concern that the density and configuration do not fully meet the intent of the TRN. Would like to see other options and arrangements to the bottom parcel. The other half of the committee like the density on the lower lot and it is important that the green space. Believe that is it consistent with the density surrounding the park in other areas where there are apartment buildings.
 - Approved unanimously.
- RECOMMENDATION: The Planning Committee not have complete information on the floodplain and it's impacts and want to ensure that the City Council sees the approved stormwater management plan from DOE and DPIE before acting. Recommend 3-D visual profiles of the grading if possible. If appropriate, additional details related to the mitigation of the runoff of the soil should be submitted. Density should be cautious of the
 - Approved unanimously.
- RECOMMENDATION: The green space in used for the compensatory storage area and the "paper road" abutting Magruder Park should have a recreational access easement over them to allow for public use and full integration into the park.
 - Approved unanimously.

- RECOMMENDATION: Committee is supportive of the Conceptual Site Plan application for an amendment to the development district standards.
 - 7 in favor, 1 abstention
- TD: should go on the record that the planning committee labored over this recommendation and was not taken lightly.
 - TW: I believe we will have a matrix with all of these comments for us all to see.
 - CC: Some of your colleagues are dismissive of our comments, but I would encourage you to make sure they pay attention to them on this project.

4. Development Updates (9:27 PM)

- Kiplinger project is winding down and is moving forward with pedestrian street lighting. The multifamily building will start leasing in July. We may schedule a summer meeting to be a tour of the site. No update on sales of the townhouses/condos since the last meeting.
 - i. DM: Are the lights already in? How long until they are electrified?
 - ii. JC: Needs MOU with state highway before they can lay the conduit in the ground and lay sidewalk. Estimate it will be installed and lit by the end of May. SHA thinks it is a 4-8 week turn around for an MOU.
- Any update on the Metro II building?
 - i. KG: We met with them last week and they said they are moving along with demolition on the interior of the site and are currently on schedule.
- Is it possible to get presentation materials for the next meeting in advance?
 - i. KG: Yes, I can send it out early in the week before.

5. Adjourn (9:33 PM)

* Times listed are estimates and may vary.



Hyattsville City Council Agenda Item Report

Meeting Date: May 21, 2018

Submitted by: Nicola Konigkramer

Submitting Department: City Clerk

Item Type: Community Notices

Agenda Section: Community Notices and Meetings

SUBJECT

City Calendar: May 22 - June 4, 2018

HCC-364-FY18

Recommendation:

Sponsor(s):

At the Request of the City Administrator

Co-Sponsor(s):

ATTACHMENTS

[Main City Calendar_May 22 - Jun 4 2018.docx](#)

Summary Background:

N/A

Next Steps:

N/A

Fiscal Impact:

None

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 – Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Main City Calendar: May 22 – June 4, 2018

Weekly Program Offerings

Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ City Municipal Building

Creative Minds

Tuesdays and Thursdays, 10:00 AM @ Magruder Park Recreation Center

Senior Art Class

Tuesdays, 10:30 AM – 12:30 PM @ Art Works Now

The City is offering free senior art classes in partnership with Art Works Now. Seating is limited, and registration is required.

Call-A-Bus Grocery Trips

Our Call-a-Bus takes seniors and residents with disabilities to grocery stores located in the City of Hyattsville each week. Call (301) 985-5000 to join a trip or add yourself to our Call-A-Bus calendar mailing list.

City Calendar: May 22 – June 4, 2018

Public Meeting: Citywide Transportation Study

May 22, 7:00 PM @ City Municipal Building, 2nd Floor Prangley Room

Code Compliance Advisory Committee Meeting

May 23, 7:00 PM @ City Municipal Building

District 3 School Board Candidates Debate

May 24, 6:30 PM @ City Municipal Building, 3rd Floor Council Chambers

Four people are seeking the District 3 school board seat. District 3 stretches from Hyattsville, Mt. Rainier, Brentwood and North Brentwood west through Chillum, Rolling Crest, and Carole Highlands and north through Adelphi. Join us in person, watch via Comcast 71/Verizon 12, or stream online via Hyattsville.org. Please note that the City does not endorse any candidate in this election and is assisting this event only as a service to residents.

Education Advisory Committee Meeting

May 24, 6:30 PM – 8:00 PM @ City Municipal Building, 2nd Floor Prangley Room

Health, Wellness, and Recreation Advisory Committee Meeting

May 24, 7:30 PM – 9:00 PM @ City Municipal Building, 3rd Floor Conference Room

Memorial Day

May 28, All Day

City offices will be closed in observance of Memorial Day, Monday, May 28, 2018. Emergency services will continue. There will be no yard waste collection this week, and compost will be collected on Tuesday, May 29. Trash collection will follow its normal schedule.

International Fest

June 2, 5:00 PM – 9:00 PM @ Heurich Park

Main City Calendar: May 22 – June 4, 2018

Hyattsville City Council Meeting

June 4, 8:00 PM – 10:00 PM @ City Municipal Building, 3rd Floor Council Chambers