Chevy Chase Village
Board of Managers

Executive Session-6:15 p.m.

The Chevy Chase Village Board of Managers will convene in closed session in the Chevy Chase Village Hall, 5906 Connecticut Avenue, Chevy Chase, MD 20815, pursuant to Section 3-305(b) (7) and (8) of the General Provisions Article, Annotated Code of Maryland, to consult with Counsel to obtain legal advice on legal and zoning matters and potential litigation.

1. Meeting Called To Order
   Mr. Michael L. Denger, Chair

2. Approval Of Minutes From The Previous Board Of Managers' Meetings
   Regular Monthly Meeting - July 11, 2016
   Special Meeting - August 1, 2016

3. Variance And Special Permit Requests

   3.I. A-7018 (A-C) Variance And Special Permit Applications
   A-7018 (A-C) Variance and Special Permit Applications: Mr. Joel Price and Ms. Elizabeth Humphrey Price, 106 Primrose Street: Construct: a) Two (2) brick piers measuring eighteen (18) inches in both width and depth, each with a stone cap measuring nineteen (19) inches in width and depth, located along either side of the front walkway. Each pier would have an attached lantern for a maximum height of six (6) feet when measured from the ground to the top of the lantern; b) the proposed piers would be located both on private property and in the public right-of-way and would be located a minimum of two (2) inches from the public sidewalk; and c) install a fence in the Primrose Street public right-of-way, measuring a maximum of four (4) feet in height, extending from each pier running parallel with the front lot line terminating at a point in alignment with the east and west side property lines of the property. The proposed fence would be located five and one-half (5 1/2) inches from the public sidewalk.

   Documents:

   A-7018 A-C VARIANCE AND SPECIAL PERMIT APPLICATIONS.PDF

4. Treasurer's Report
   Mr. Gary Crockett, Board Treasurer

   Documents:

TREASURER REPORT JULYSEPTEMBER.PDF

5. Matters Presented For Board Discussion And Possible Action (Where Required)

- **Resolution No. 09-01-16**: An Ordinance to amend Chapter 6, "Penalties, Fees And Fines", Sec. 6-3, "Municipal Infraction Fines"; Chapter 10, "Health and Sanitation", Sec. 10-17, "Maximum Height Of Grass And Weeds", Sec. 10-27, "Notice to Abate Prohibited Conditions", Sec. 10-28, "Abatement of Prohibited Conditions by the Village" and Sec. 10-29, "Penalties"; and Chapter 25, "Public Rights-Of-Way", Sec. 25-11, "Remedial Action and Stop Work Order", to shorten the time for compliance with respect to growth of grass and weeds on private property and in public rights-of-way, limit the amount of notice required for repeat violations, clarify the responsibilities of owners and occupants with respect to growth of grass and weeds on private property, increase the fines for non-compliance, allow the costs of abatement on private property to be added to and collected in the same manner as taxes, and to conform enforcement options.

Contract/Agreement Authorization Requests:

- Paving Agreement with Washington Gas (main line replacement on Bradley Lane)
- Professional Services Contract to perform an analysis of the Village's liability insurance coverage in an amount not to exceed $7,000: *Insurance Buyers' Council, Inc.*
- Professional Services Contract for Consulting Engineering Services: *Rummel, Klepper and Kahl, LLP*

Purchase Authorization Request:

- Replacement of the Public Works Department's Tractor with Skid Steer Loader in the amount of $43,168: *Gaithersburg Equipment Company*

Documents:

RESOLUTION NO. 09-01-16.PDF
WASH GAS MAIN REPLACEMENT WORK.PDF
CCV LIABILITY INSURANCE COVERAGE CONTRACT.PDF
CONSULTING ENGINEERING SERVICES AWARD RECOMMENDATION_FINAL.PDF
PUBLIC WORKS TRACTOR REPLACEMENT.PDF

5.I. Board Discussion:

- Update Regarding Western Grove Park, Ms. Meredith Wellington, Chair, Friends of Western Grove Park
- Discussion Regarding Chevy Chase Land Company's Interest in Supporting Maintenance of Chevy Chase Circle, Mr. Michael Denger, Board Chair

6. Committee Matters

Environment & Energy Committee

- Discussion RE: Committee's Proposals to Control the Use of Leaf Blowers

Dr. Marea Hatziolos Grant & Dr. Marilyn Bracken, Committee Co-Chairs

Documents:

REDUCING POLLUTION FROM LEAF BLOWERS.PDF

7. Police Report

- Board Ratification of the Memorandum of Understanding between the Village Police Department and the Montgomery County Department of Police outlining the mutually agreed upon responsibilities and authorities of each department

Mr. Adventino Dasilva, Police Lieutenant

Documents:

MOU MOCO POLICE AND CCV POLICE.PDF
AUGUST 2016 POLICE REPORT.PDF

8. Board Chair's Report

- Report on Planning Board's decision regarding The Collection Chevy Chase (formerly referred to as Chevy Chase Center)
- Special Event Consideration and Authorization

Mr. Michael L. Denger, Chair

9. Manager's Report

- Building and Tree Permits and Code Enforcement Report
- Capital and Infrastructure Upgrade Projects Report
- Village Hall Activity Report
- Legal Counsel Report

Documents:

BUILDING AND TREE REMOVAL PERMITS AND ACTIVITY- JULY.PDF
BUILDING AND TREE REMOVAL PERMITS AND ACTIVITY- AUGUST.PDF
CAPITAL AND INFRASTRUCTURE UPGRADE PROJECTS.PDF

A-7018 (A-C)
Variance and Special Permit Applications

Construct:

a) Two (2) brick piers measuring eighteen (18) inches in both width and depth, each with a stone cap measuring nineteen (19) inches in width and depth, located along either side of the front walkway. Each pier would have an attached lantern for a maximum height of six (6) feet when measured from the ground to the top of the lantern;

b) The proposed piers would be located both on private property and in the public right-of-way and would be located a minimum of two (2) inches from the public sidewalk; and

c) Install a fence in the Primrose Street public right-of-way, measuring a maximum of four (4) feet in height, extending from each pier running parallel with the front lot line terminating at a point in alignment with the east and west side lot lines of the property. The proposed fence would be located five and one-half (5½) inches from the public sidewalk.

Mr. Joel Price &
Ms. Elizabeth Humphrey Price
106 Primrose Street

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
SEPTEMBER 12, 2016 MEETING

STAFF INFORMATION REPORT

TO: BOARD OF MANAGERS

FROM: ELLEN SANDS, PERMITTING AND CODE ENFORCEMENT COORDINATOR

DATE: 9/9/2016

SUBJECT: HEARING OF CASE NO. A-7018 (A-C) VARIANCE AND SPECIAL PERMIT APPLICATIONS
MR. JOEL PRICE AND MS. ELZABETH HUMPHREY PRICE; 106 PRIMROSE STREET
CONSTRUCT:

A) TWO (2) BRICK PIERS MEASURING EIGHTEEN (18) INCHES IN BOTH WIDTH AND DEPTH, EACH WITH A STONE CAP MEASURING NINETEEN (19) INCHES IN WIDTH AND DEPTH, LOCATED ALONG EITHER SIDE OF THE FRONT WALKWAY. EACH PIER WOULD HAVE AN ATTACHED LANTERN FOR A MAXIMUM HEIGHT OF SIX (6) FEET WHEN MEASURED FROM THE GROUND TO THE TOP OF THE LANTERN;
B) THE PROPOSED PIERS WOULD BE LOCATED BOTH ON PRIVATE PROPERTY AND IN THE PUBLIC RIGHT-OF-WAY AND WOULD BE LOCATED A MINIMUM OF TWO (2) INCHES FROM THE PUBLIC SIDEWALK; AND
C) INSTALL A FENCE IN THE PRIMROSE STREET PUBLIC RIGHT-OF-WAY, MEASURING A MAXIMUM OF FOUR (4) FEET IN HEIGHT, EXTENDING FROM EACH PIER RUNNING PARALLEL WITH THE FRONT LOT LINE TERMINATING AT A POINT IN ALIGNMENT WITH THE EAST AND WEST SIDE LOT LINES OF THE PROPERTY. THE PROPOSED FENCE WOULD BE LOCATED FIVE AND ONE-HALF (5 ½) INCHES FROM THE PUBLIC SIDEWALK.

NOTICE REQUIREMENTS: Abutting Owners; Public Notice

APPLICABLE CHEVY CHASE BUILDING REGULATION:

A variance is required for the portion of the proposed piers with a single lantern on top of each pier which are located on private property would exceed four (4) feet in height located closer than three (3) feet to the public sidewalk:

The Chevy Chase Village Code Sec. 8-21 (e) states:
No person shall construct any fence or wall which exceeds forty-eight (48) inches in height at any location between the front lot line and the front building restriction line.

The Chevy Chase Village Code Sec. 8-21 (a) states:
No person shall install any tree trunk, hedge, shrubbery, fence, wall, lamp post or hand rail on private property within three (3) feet of a public sidewalk, or if there is no public sidewalk in the public right-of-way abutting the private property, within six (6) feet of the curb, or if there is no public sidewalk and no curb, within six (6) feet of the nearest edge of the street or alley.

A Special Permit is required for the portion of the proposed piers with a single lantern on top of each pier which are located within the Primrose Street public right-of-way which exceed four (4) feet in height and which are located closer than three (3) feet to the public sidewalk, as well as the entire proposed fence which would be located five and one-half (5 ½) inches from the public sidewalk, require a Special Permit:

Sec. Sec. 25-6 (1) states:
No fence, wall or hedge shall exceed 48 inches in height.

Sec. Sec. 25-6 (2) states:
All fences, lamp posts, trees, hedges, shrubbery and other growth shall be installed at least three (3) feet from the public sidewalk, or if there is no public sidewalk in the public right-of-way abutting the applicant's property, six (6) feet from the curb, or if there is no public sidewalk and no curb, six (6) feet from the nearest edge of the paved edge of the street.

APPLICABLE COVENANTS:

Not applicable; verification of compliance with the property's covenants is not required for variance and Special Permit applications authorized by Sections 8-21 [fences], 8-26 [driveways] or Chapter 25 [Public Rights-of-Way] of the Village Code.

FACTUAL AND BACKGROUND INFORMATION:

The Property is located on the south side of Primrose Street. It is not located within the Chevy Chase Village Historic District.

A hedge, located in the same approximate location as the proposed piers and fence (depicted in the photographs submitted by the Applicants), has been removed.

Figure 1: View of 106 Primrose Street

The proposed piers with attached fencing are eighteen (18) inches in depth and width, three and one-half (3 ½) inches of which are located on private property. The remainder is located in the Primrose Street public right-of-way. (There is also a stone cap which overhangs the pier by one-half (½) inch on each face for a total size of 19 x 19 inches.)

The proposed height of the piers, including the stone cap, is fifty-three and one-half (53 ½) inches. A proposed lantern, attached to the top of each pier, would result in a total height of six (6) feet.

The proposed fence would be mounted to each pier and would extend parallel to and five and one-half (5 ½) inches from the sidewalk towards a point aligning with the side property lines.

There is a minor inconsistency in the submitted application materials. The proposed fence is attached to the pier, in accordance with the submitted drawings. There is no additional metal post adjacent to the pier, as depicted in the color rendering.

The applicants contend that the lanterns are necessary due to the heavy shade created by street trees located between the street lights to the east and west of the subject property. A diagram indicating the location of the lights and trees follows this staff report.

Regarding the examples that the applicants submitted for fences, piers and lanterns, based on staff research many of the examples pre-date permitting requirements or were not installed pursuant to any Chevy Chase Village Building Permit (3 Oxford Street, 5903 Connecticut Avenue--wall and piers on East Lenox Street, 6 Hesketh Street); however two piers with lanterns were constructed pursuant to a Board-approved Special Permit at 19 West Irving Street and others were cases where the Board subsequently approved modifications or maintenance of non-compliant features (101 East Melrose Street piers with lanterns and 102 East Kirke Street piers close to the sidewalk).

A ten-inch diameter Dogwood tree, which was dead, was removed in July 2016 from a location adjacent to the existing front walkway in the vicinity of the proposed piers pursuant to Permit #2250.

To date, no correspondence has been received either in support of or in opposition to the applications.

The Village Arborist has assessed the property. No trees are proposed for removal. Construction of the piers and fence can be accommodated through a Tree Protection Plan.

Applicable Fees: Building Permit Application: $30; Appeal Fee: $300. Total: $330.00

RELEVANT PRIOR CASES:

VARIANCE: FOR THE THREE (3) INCHES OF EACH PIER THAT ARE PROPOSED TO EXTEND ONTO PRIVATE PROPERTY:

Because the proposed piers are attached to the fence, functioning as posts, and are not an independent element, the precedents listed below are for fences, piers and pillars in the public right-of-way:

SPECIAL PERMIT: FENCE AND PIER LOCATION IN THE PUBLIC RIGHT-OF-WAY. (Pursuant to Sec. 25-6 of the Village Code, "for the purposes of this section, masonry piers and pillars shall be considered to be walls")

Note: Prior to 1999, installation of any structure in the public right-of-way required approval from the Board of Managers. The most comparable cases are:

In April 1989 Mr. & Mrs. C. Benjamin Crisman of 20 West Kirke Street were granted a special exception to construct a fence measuring five (5) feet in height located in the West Kirke Street and Magnolia Parkway public rights-of-ways. The wood fence replaced a chain link fence in the same location. The application does not reference the distance to the sidewalk, however as installed it measures approximately two (2) feet. In November 1993, Mr. and Mrs. Karl Corby were granted permission to install four stone pillars, among other items, in the West Newlands Street public right-of-way. In December 1993, Mr. and Mrs. John C. Murphy were granted a request to install two brick piers, a retaining wall and steps in the Newlands Street public right-of-way. In 1996 Mr. Phillip Day of 5800 Connecticut Avenue was granted permission to install a fence measuring four (4) feet in height and located twelve (12) inches from the public sidewalk. In 1996 Mr. Daniel Korengold and Ms. Martha Lyn Dippell of 101 East Melrose Street were granted a Special Permit to replace the original electric lights on the top of two stone piers in the East Melrose Street right-of-way with two gas lanterns in the same location. The total height of the assembly is eight feet, one inch (8'-1"). Note that the application does not address the location of the piers to the curb, however they are located approximately two inches from the curb. In October 1998 Mr. and Mrs. Peter Asmuth of 5810 Cedar Parkway were granted a Special Permit to construct a masonry wall and pillars measuring three (3) feet in height in the Cedar Parkway right-of-way. In October 1998 Mr. and Mrs. John Grant of 16 West Irving Street were granted Special Permits to construct two masonry piers with attached light fixtures measuring a maximum of four feet in height and located one foot from the public sidewalk in the West Irving Street right-of-way. In July 2008 Mr.

Thad Kemp of 4000 Oliver Street was granted a Special Permit to install twelve masonry piers of various heights (a maximum of eight feet, three inches (8'-3") in height) along an existing retaining wall in the Oliver Street and Montgomery Street public rights-of-ways. The wall is located approximately twelve (12) inches from the public sidewalk. In July 2010 Mr. and Mrs. Antonio Adelfio of 102 East Kirke Street were granted a Special Permit to re-construct three stone pillars measuring four (4) feet in height and located eight (8) inches from the Brookville Road public sidewalk. The pillars are connected by a wrought iron fence and gate measuring four (4) feet in height and located two (2) feet from the public sidewalk. In June 2003 Ms. Megan Rupp and Mr. Dane Butswinkas of 3 Newlands Street were granted a Special Permit to construct a fence in the Newlands Street public right-of-way, which would flank existing masonry piers on either side of the front walkway of the property. The piers are approximately four inches from the public sidewalk. Portions of the fences would be located as close as eighteen (18) inches to the public sidewalk, which according to the applicants was necessary in order to align the proposed fences with the piers. (The fencing was either never installed or has since been removed; there is currently a hedge in that location.) In November 2009, Ms. Megan Rupp and Mr. Dane Butswinkas of 7 West Kirke Street were granted a Special Permit to replace a picket fence in the Laurel Parkway public right-of-way. In April 2011 Dr. and Mrs. Lawrence Heilman were granted a Special Permit to replace a stockade fence measuring six (6) feet in height that was located twenty-one (21) inches from the public sidewalk with a wood flatboard fence in the same location and at the same height. In June 2012 Mr. and Mrs. Jeffrey Shuren of 108 Hesketh Street were granted permission to construct a new pair of cheekwalls alongside reconstructed steps in the Hesketh Street public right-of-way. The walls terminate twelve (12) inches from the public sidewalk. In February 2013 Mr. and Mrs. Alex Sternhell of 27 Primrose Street were granted permission to construct a new pair of cheekwalls alongside new steps in the Primrose Street public right-of-way which terminate twelve (12) inches from the public sidewalk. (Note for these two precedents that the Code has since been revised so that cheekwalls associated with steps are not subject to regulation as walls, but rather are considered part of the steps). In June 2015 Mr. and Mrs. Thomas Dann of 27 West Kirke Street were granted a Special Permit to construct two fence panels flanking two existing posts located two (2) feet from the public sidewalk. In April 2016 Mr. and Mrs. John Campanella of

5910 Cedar Parkway were granted permission to maintain a wall which had been constructed and which ran perpendicular to the public sidewalk, terminating ten (10) inches from that sidewalk.

FINDINGS REQUIRED (VARIANCE):

1. The proposed variance is required because special conditions exist whereby the enforcement of the requirements of [the Village Building Code] would result in an unwarranted hardship and injustice to the owner;
2. The proposed variance will most nearly accomplish the intent and purpose of the requirements of the Village Building Code; and
3. Except for variances from the requirements of Sections 8-21 [fences], 8-26 [driveways] or Chapter 25 [public rights-of-way] of the Village Regulations, the structure authorized by the proposed variance would not violate any covenant applicable to the property.

FINDINGS REQUIRED (SPECIAL PERMIT):

1. The proposed Special Permit would not adversely affect the public health, safety or welfare, nor the reasonable use of adjoining properties;
2. The proposed Special Permit can be granted without substantial impairment of the intent and purpose of this chapter; and
3. For all Special Permits, except for Special Permits authorized by Sections 8-21[fences], 8-26[driveways] or Chapter 25 [public rights-of-ways] of the Village Code, the structure authorized by the proposed Special Permit would not violate any covenant applicable to the property.

Draft Motion

I move to APPROVE/DENY the variance and Special Permit application in Case A-7018(a) on the basis that the evidence presented, including the Staff Report and Case Synopsis, demonstrates that the applicable requirements for approval of the Special Permit HAVE/HAVE NOT been met. Staff is directed to draft a decision based on this evidence, including findings of fact and conclusions, APPROVING/DENYING the variance and Special Permit application.

I move to APPROVE/DENY the variance and Special Permit application in Case A-7018(b) on the basis that the evidence presented, including the Staff Report and Case Synopsis, demonstrates that the applicable requirements for approval of the Special Permit HAVE/HAVE NOT been met. Staff is directed to draft a decision based on this evidence, including findings of fact and conclusions, APPROVING/DENYING the variance and Special Permit application.

I move to APPROVE/DENY the Special Permit application in Case A-7018(c) on the basis that the evidence presented, including the Staff Report and Case Synopsis, demonstrates that the applicable requirements for approval of the Special Permit HAVE/HAVE NOT been met. Staff is directed to draft a decision based on this evidence, including findings of fact and conclusions, APPROVING/DENYING the Special Permit application.

CHEVY CHASE VILLAGE
NOTICE OF PUBLIC HEARING

Please take notice that the Chevy Chase Village Board of Managers will hold a public hearing on the 12th day of September, 2016 at 7:30 p.m. The hearing will be held at the Chevy Chase Village Hall at 5906 Connecticut Avenue in Chevy Chase, Maryland.

APPEAL NUMBER A-7018 (A-C)
MR. JOEL F. PRICE AND MS. ELIZABETH HUMPHREY PRICE
106 PRIMROSE STREET
CHEVY CHASE, MARYLAND 20815

The applicants seek a variance and Special Permit from the Board of Managers pursuant to Sec. 8-9 of the Chevy Chase Village Building Code to construct:

a) Two (2) brick piers measuring eighteen (18) inches in both width and depth, each with a stone cap measuring nineteen (19) inches in width and depth, located along either side of the front walkway. Each pier would have an attached lantern for a maximum height of six (6) feet when measured from the ground to the top of the lantern;
b) The proposed piers would be located both on private property and in the public right-of-way and would be located a minimum of two (2) inches from the public sidewalk; and
c) Install a fence in the Primrose Street public right-of-way, measuring a maximum of four (4) feet in height, extending from each pier running parallel with the front lot line terminating at a point in alignment with the east and west side lot lines of the property. The proposed fence would be located five and one-half (5 ½) inches from the public sidewalk.

The portions of the proposed piers with lanterns that are located on private property that exceed four (4) feet in height and are located closer than three (3) feet to the public sidewalk require a variance pursuant to:

> **Chevy Chase Village Code Sec. 8-21 (a):**
> No person shall install any tree trunk, hedge, shrubbery, fence, wall, lamp post or hand rail on private property within three (3) feet of a public sidewalk, or if there is no public sidewalk in the public right-of-way abutting the private property, within six (6) feet of the curb, or if there is no public sidewalk and no curb, within six (6) feet of the nearest edge of the street or alley.
>
> **Chevy Chase Village Code Sec. 8-21 (e):**
> No person shall construct any fence or wall which exceeds forty-eight (48) inches in height at any location between the front lot line and the front building restriction line.

The portions of the piers which exceed four (4) feet in height that are proposed to be located within the Primrose Street public right-of-way and the piers and fence, which are proposed to be located closer than three (3) feet to the public sidewalk, require a Special Permit pursuant to:

> **Sec. 25-6 (b)(1):**
> No fence, wall or hedge shall exceed 48 inches in height.

Sec. 25-6 (b)(2) :
All fences, lamp posts, trees, hedges, shrubbery and other growth shall be installed at least three (3) feet from the public sidewalk, or if there is no public sidewalk in the public right-of-way abutting the applicant's property, six (6) feet from the curb, or if there is no public sidewalk and no curb, six (6) feet from the nearest edge of the paved edge of the street.

Sec. 25-6 (c):
Except as provided in Sec. 25-6 (b), no structures, fence, wall, lamp post, hand rail, tree, hedge or shrubbery, or any other growth shall be permitted on public property devoted to private use without a Special Permit from the Board of Managers.

Additional information regarding this application may be obtained at the Chevy Chase Village Office between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, may be viewed on the Village website at www.chevychasevillagemd.gov or you may contact the office for this information to be mailed to you.

This notice was mailed (and emailed where possible) and to abutting and confronting property owners on the 1st day of September, 2016.

Chevy Chase Village Office
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
301-654-7300

CHEVY CHASE VILLAGE
ESTABLISHED 1890

September 1, 2016

Mr. & Mrs. Joel Price
106 Primrose Street
Chevy Chase, MD 20815

Dear Mr. & Mrs. Price:

Please note that your request for a variance and Special Permit to install the piers, lanterns and fencing at your property and in the Primrose Street public right-of-way abutting it are scheduled before the Board of Managers on Monday, September 12, 2016 at 7:30 p.m.

Either you or another representative must be in attendance to present your case. At that time, additional documents may be introduced and testimony can be provided in support of the request.

For your convenience, enclosed please find copies of the Public Hearing Notice and mailing list. Please contact the Village office in advance if you are unable to attend.

Sincerely,

Ellen Sands
Permitting and Code Enforcement
Chevy Chase Village

Enclosures

CHEVY CHASE VILLAGE
5906 Connecticut Avenue
Chevy Chase, Maryland 20815
Phone (301) 654-7300
Fax (301) 907-9721
ccv@montgomerycountymd.gov
www.chevychasevillagemd.gov

BOARD OF MANAGERS
MICHAEL L. DENGER
Chair
ELISSA A. LEONARD
Vice Chair
DAVID L. WINSTEAD
Secretary
MINH LE
Assistant Secretary
GARY CROCKETT
Treasurer
ROBERT C. GOODWIN, JR.
Assistant Treasurer
RICHARD M. RUDA
Board Member

VILLAGE MANAGER
SHANA R. DAVIS-COOK
LEGAL COUNSEL
SUELLEN M. FERGUSON

MAILING LIST FOR APPEAL A-7018

MR. & MRS. JOEL PRICE
106 PRIMROSE STREET
CHEVY CHASE, MD 20815

Adjoining and confronting property owners	
Mr. & Mrs. Roland Miller Or Current Resident 105 Primrose Street Chevy Chase, MD 20815	Ms. Susan G. Bollendorf & Mr. Robert D. Broeksmit Or Current Resident 107 Primrose Street Chevy Chase, MD 20815
Mr. & Mrs. Craig Ulman Or Current Resident 104 Primrose Street Chevy Chase, MD 20815	Mr. & Mrs. Daniel Rosenthal Or Current Resident 108 Primrose Street Chevy Chase, MD 20815
Mr. & Mrs. Brandon Fried Or Current Resident 107 Oxford Street Chevy Chase, MD 20815	Prof. & Ms. Michael B. Yahuda Or Current Resident 109 Oxford Street Chevy Chase, MD 20815
Ms. Elizabeth Lauck & Mr. Joel Vengrin Or Current Resident 111 Oxford Street Chevy Chase, MD 20815	

I hereby certify that a public notice was mailed (and emailed where possible) to the aforementioned property owners on the 1st day of September, 2016.

Ellen Sands
Permitting and Code Enforcement Coordinator
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

Chevy Chase Village

Building Permit Application for Fences & Walls

Permit No: A-7018

Property Address:

106 PRIMROSE STREET, CHEVY CHASE, MD 20815-3325

Resident Name: JOEL & ELIZABETH PRICE

Daytime telephone: 301-656-1867 (hm wk) Cell phone: 301-518-0113

After-hours telephone: 301-656-6937 (hm)

E-mail: pricejf@aol.com

Primary Contact for Project:

☑ Resident ☐ Architect ☐ Project Manager ☐ Contractor*

*MHIC/MD Contractor's License No. (*required*):

Primary Contact Information:

Name: JOEL (& ELIZABETH) PRICE

Daytime telephone: 301-656-1867 After-hours telephone: 301-656-6937

E-mail: pricejf@aol.com

Description of Fence or Wall Project: (REFER TO PICTURES)

TWO MATCHING MIXED BRICK/GRANITE POSTS AT END OF REPLACED WALKWAY WITH TUDOR STYLE ELECTRIC LANTERNS. WROUGHT IRON OR ALUMINUM 4 FOOT TALL BLACK FENCE WILL EXTEND STRAIGHT OUT IN BOTH OPPOSITE DIRECTIONS — TOTAL DISTANCE EXPANDED IS 70 FEET. CURRENTLY, THERE ARE HEDGES TO BE REMOVED IN ADVANCE OF FENCE INSTALLATION.

Check appropriate box:

☑ Fence or wall to be constructed is: (1) new, (2) an enlargement of an existing fence or wall, or (3) replacing an existing fence or wall with one of a different kind.

☐ Fence or wall to be constructed is replacing an existing fence or wall with the same kind and in the same location.

Parking Compliance:

Is adequate on-site parking available for the construction crews? ☑ Yes ☐ No

If no, please attach a parking plan which minimizes inconvenience to neighboring residents, and indicate if the property is in a permit parking area.

Will road closings be required due to deliveries, equipment or other reasons? ☐ Yes ☑ No

To be completed by Village staff

Is this property within the historic district? Yes ☐ No ☒ Staff Initials: GS

Date application filed with Village: 6/30/16 Date permit issued: _____ Expiration date: _____

Guidelines for
Building, Replacing and Maintaining Fences and Walls

Sec. 8-21 of the Village Code regulates fences and walls. To repair or maintain an existing fence or wall, the Village does not require a building permit. To install or replace a fence or wall, however, residents will need a Village building permit. (A building permit may also be required from Montgomery County, including the Historic Preservation Commission, if the property is within the Historic District). Village Code allows fences and walls to be installed on a resident's property lines, inside the property lines on private property, and sometimes in the public right-of-way.

When placed on the property lines or on private property, the Village Code regulates fence and wall heights in two ways:

1. Fences and walls installed on private property anywhere between the property line and the front building restriction line may not exceed four (4) feet in height. ? WHAT ABOUT ELECTRIC LIGHTS HIGHER ABOVE POSTS ?

2. Fences and walls installed to the rear of the front building restriction line (that is, along the side and rear property lines or in the side and rear yards) may not exceed six and one-half (6 ½) feet in height.

When measuring the height of a fence or wall, the Village Code provides that the "measurement shall be made from the surface of the ground of the lower yard next to the fence or wall" **to the highest point of the fence or wall** (such as the top of the posts, caps, decorative lattice, finials, etc.). For example, if a fence post is 6 ½ feet high, then a cap on that post would exceed the height limit.

Walls can sometimes change the flow of water on a property. In such cases, residents or contractors will need to include a drainage plan with the building application.

When installing a fence or wall in the Village's public right-of-way, in addition to obtaining a Village Building Permit, residents must sign a **License to Use the Public Right-of-Way**, which may be recorded with your deed (please contact the Village office for more information). Fences and walls installed in the Village's rights-of-way may not exceed four (4) feet in height.

Fences and walls must be installed at least three (3) feet from the public sidewalk, or where there is no sidewalk, at least six (6) feet from the curb or nearest edge of the street or alley.

Special height limits apply to fences near an intersection on corner lots. The Village office will not be issue permits for any fences or walls that block necessary sight lines at intersections or otherwise create a dangerous condition.

For complete Village Code requirements, please see Chapters 8 & 25.

Building Permit Application for Fences and/or Walls: Filing Requirements

Application will not be reviewed until the application is complete

- ❒ Copy of stamped drawings approved by Montgomery County Department of Permitting Services (DPS) and the Historic Preservation Commission (HPC), if required. Every page of drawings must be clearly stamped.
- ❒ This application form, signed by resident.
- ❒ Boundary Survey
- ❒ Site Plan (see: Village Site Plan Checklist to ensure completeness)
- ❒ Building plans and specifications
- ❒ Tree Preservation Plan requested of Village arborist (see: Village Tree Inspection Request form). All required tree protections must be fully installed before any work begins.
- ❒ Filing Fee (due at time of application).
- ❒ Damage deposit or performance bond (due when permit is issued). Amount will be set by Village Manager.

Once this permit application is complete, the Village Manager will review the application and accompanying documents and, under most circumstances, act on the application within 5 to 10 working days.

If the Montgomery County permit is suspended, revoked or lapsed, the Village permit is automatically suspended, revoked or lapsed.

No signs advertising any service provider may be posted on the work site.

I hereby certify that I have the authority to make the foregoing application, that the application is correct, that I have read and understood all requirements and that the construction will conform to the regulations of the Montgomery County Zoning Code, the Village Code including Urban Forest code, and any covenants and easements on the subject property.

Applicant's Signature: _____ **Date:** 6/29/16

For Use By Village Manager	Application approved with the following conditions:

For Use By Village Manager	Application denied for the following reasons:
DENIED JUN 30 2016 Chevy Chase Village Manager	Dear Sir The proposed piers exceed the maximum allowed height and both the piers and fencing do not comply with the setback from the public sidewalk.

Filing Fees (due when application submitted)	Checks Payable to: Chevy Chase Village, 5906 Connecticut Ave., Chevy Chase, MD 20815
Permit Application Fee: ☑ $30.00 (if fence or wall is new, enlarged or replaced with different kind) ☐ $15.00 (if fence or wall is being replaced in-kind and in the same location) ☐ $50.00 (if construction is in the Public Right-of-way)	
Tree Preservation Plan Fee: ☐ $250.00 TBD ☐ Not required for this project	
TOTAL Fees: $30.00 Check# 133	Date: 6/30/16 Staff Signature: Ellen Sands
Damage Deposit/Performance Bond ☐ $_____ ☐ Waived by Village Manager	Date: Village Manager Signature:

For Village Staff use:

Field file for inspections by Code Enforcement Officer has been created: ☐Yes (Date:_____)

Chevy Chase Village

Application for a Variance

A variance is permission granted by the Board of Managers pursuant to, and subject to, the conditions of Sec. 8-9(c) of Chapter 8 to construct, install, remove or alter a structure or planting, or take any other action that does not otherwise meet the requirements of the Chapter. Except as provided in Sec. 8-11 a variance can be granted only by the Board of Managers.

Subject Property: 106 PRIMROSE STREET, CHEVY CHASE, MD 20815-3325	
Describe the Proposed Project: REPLACE FRONT YARD HEDGES WITH TWO BRICK POSTS WITH ELECTRIC LANTERNS AND 4 FOOT BLACK METAL FENCE (WROUGHT IRON OR ALUMINUM).	
Applicant Name(s) (List all property owners): JOEL & ELIZABETH PRICE	
Daytime telephone: 301-656-1867	Cell: 301-518-0113
E-mail: price'jf@aol.com	
Address (if different from property address):	
For Village staff use: Date this form received: 6/30/16	Variance No: A-7018

Filing Requirements:

Applications will be reviewed for satisfaction of all requirements and are not considered complete until approved as such by staff.

- ☑ Completed *Chevy Chase Village Application for a Variance* (this form)
- ☑ Completed *Chevy Chase Village Building Permit Application*
- ☑ Completed *Chevy Chase Village Website Posting Notice*
- ☑ A boundary survey or plat diagram with a margin of error of one tenth of a foot or less showing all existing structures, projections and impervious surfaces.
- ☑ Surveys, plats, engineering reports, construction plans/specifications or other accurate drawings showing boundaries, dimensions, and area of the property, as well as the location and dimensions of all structures/fences/walls/etc., existing and proposed to be erected, and the distances of such structures/fences/walls/etc., from the nearest property lines. These drawings shall incorporate and display reference dimensions from the boundary survey or plat diagram required above.
- N/A ☐ Copy of Covenants applicable to the property except for variances from Secs. 8-21 or 8-26 of Chapter 8 (Building Regulations) or Chapter 25 (Public Rights-of-Way) of the Chevy Chase Village Code.
- ☑ Variance fee (See fee schedule listed in Chapter 6 of the Village Code).

Affidavit

I hereby certify that I have the authority to submit the foregoing application, that all owners of the property have signed below, that I have read and understand all requirements and that I or an authorized representative will appear at the scheduled public hearing in this matter. I hereby authorize the Village Manager, or the Manager's designee, and/or the Board of Managers to enter onto the subject property for the purposes of assessing the site in relation to this variance request. I hereby declare and ~~affirm~~, under penalty of perjury, that all matters and facts set forth in the foregoing application are true and correct to the best of my knowledge, information and belief.

Applicant's Signature: _____ Date: 6/30/16

Applicant's Signature: Elizabeth H. Price Date: 06/30/16

Describe the basis for the variance request (Applicants should become familiar with the pertinent sections of the Village Code. Attach additional pages as needed):

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

(PLEASE REFERENCE ATTACHMENTS)

Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of the special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause that unwarranted hardship and injustice):

(PLEASE REFERENCE ATTACHMENTS)

Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

(PLEASE REFERENCE ATTACHMENTS)

In exercising its powers in connection with a variance request, the Chevy Chase Village Board of Managers may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination as it deems appropriate.

Variance Filing Fee	**Checks Payable To:** Chevy Chase Village 5906 Connecticut Ave. Chevy Chase, MD 20815
Per Village Code Sec. 6-2(a)(24): ☐ $300.00 for new construction. ☐ $150.00 for replacing existing non-conformities. ☑ $300.00 for fences, walls, play equipment, trees, hedges, shrubbery in the public right-of-way. ☐ Other: $_____ **Fee Paid:** $300.00 Check #134	**Date Paid:** 6/30/16 **Staff Signature:** Ellen Samels
	Approved to Issue Building Permit per Signed Board Decision. **Signature:** _____ **Village Manager** **Date:** _____

Chevy Chase Village

Application for a Variance

106 Primrose Street

Joel & Elizabeth Price

Attachments

Describe the basis for the variance request

Describe the special conditions of the property (e.g., odd shape, small size, sloping topography, abuts state highway, etc.) and how the property compares to other properties in the Village:

A) *Similar to immediate neighbors on the same and nearby blocks, as well as other homes in the Chevy Chase Village (reference pictures attached), our request is for a variance to permit the new matching two brick posts, located at the end of the replaced front yard stone walkway, and the straight two part extending, 4 foot tall, black wrought iron fence be located adjacent to the public sidewalk – as opposed to meeting the minimum 3 feet installation requirement from the public sidewalk in Sec. 8-21 of the Village Code.*

B) *In addition, similar to other homes in the Chevy Chase Village with electric lanterns, our request is for a variance to permit that those two electric lanterns on top of those same brick end posts at the end of the stone walkway to be taller than the 4 foot posts and fence (assume maximum of 6 feet) – as opposed to meeting the maximum 4 feet height requirement of the front building restriction line in the Sec. 8-21 of the Village Code.*

Describe how enforcement of the building regulations would result in an unwarranted hardship and injustice because of special condition(s) described above (i.e., describe (i) the unwarranted hardship and injustice that you claim exists and (ii) how the special conditions cause the unwarranted hardship and injustice):

A) *The home's current front yard is currently very shallow (less than 25 feet from front of house to public sidewalk), and even less to public right-of-way, if considering the 3 feet minimum distance requirement. The enforcement of the building regulations would unnecessarily minimize the useful front yard space. Numerous other homes in the Chevy Chase Village also do not abide by the same building regulation (reference pictures attached) without concern to pedestrians using the public sidewalk. Furthermore, the current wide hedge rows to be replaced by the two posts and fence are currently adjacent to the public sidewalk, so there is no new perceived loss of space for pedestrians whatsoever. Finally, the 3 feet of space between the new proposed posts and fence would not be usable, and only a narrow strip that would need to be maintained – even though without a real purpose. Note that region is within the home owners private property line.*

2/3? 3/4 is r.o.w.

B) *Given the 4 foot fence height, the two brick end posts would need to be the same or slightly above for proper attachment – any electric lantern on the top of that would need to be taller*

than the 4 feet posts/fence heights. The lighting is important for the safety of all people walking on the front stone curved walkway between the home's front door, public sidewalk and roadside curb. There is also a very large Chevy Chase Village owned tree with tremendous foliage covering that area that does not permit in other street lamp lighting, making it especially dark at night. Other homes in the Chevy Chase Village utilize electric lanterns either on brick or stone posts and lamp posts close to the public sidewalk for the same purpose (reference pictures attached).

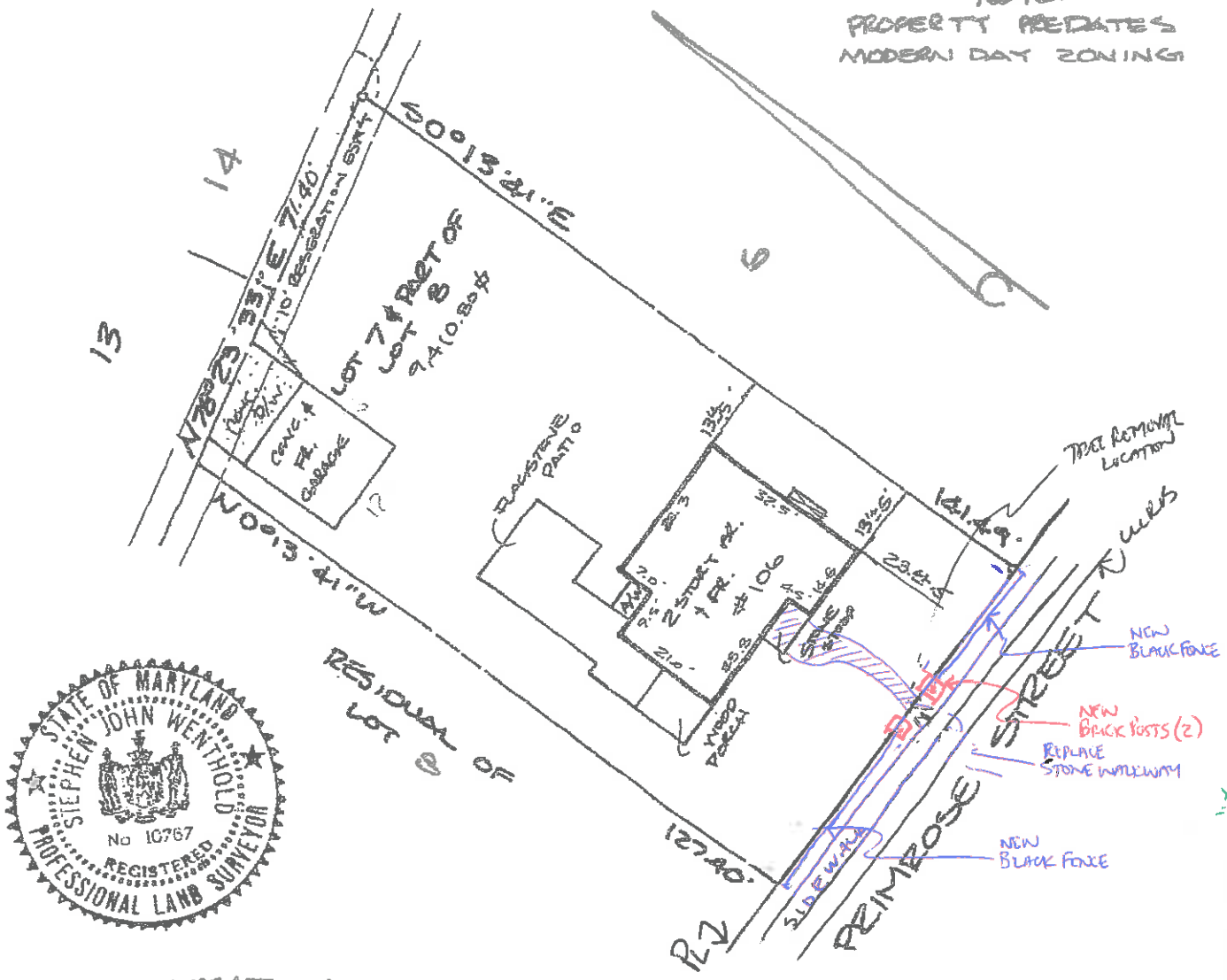
Describe how the proposed variance most nearly accomplishes the intent and purpose of the requirements of the Chapter 8 of the Chevy Chase Village Code, entitled *Buildings and Building Regulations*:

A) *The proposed front yard walkway, two brick end posts and fence will enhance the character of the property. The brick/stone end posts will match the brick/stone of the main home. The granite end cap of the posts will match both the replaced granite curved front walkway and the home main structure that is old style brick with random granite stones interspersed. The new posts and ~~fence~~ wrought iron fence will not block any vistas at all, especially as compared to the current hedge rows, and only enhance the view of the home and general air circulation. The placement of the fence adjacent to the public sidewalk will actually increase the green space in the home's front yard without any loss of current space – since the current hedge rows limit any use of that space to the sidewalk. There is also no negative effect upon any neighbors or pedestrians on the public sidewalk.*

B) *The electric lanterns on top of the end posts will be selected to match the tudor style of the home and its current front porch lantern and enhance the home's character. Low brightness lighting will be selected, but any additional light in that region only adds to people's safety at night in the use of the home's front walkway and public sidewalk.*

588767

NOTE:
PROPERTY PREDATES
MODERN DAY ZONING



STATE OF MARYLAND
STEPHEN JOHN WENTHOLD
No 10767
REGISTERED
PROFESSIONAL LAND SURVEYOR

LOCATION DRAWING
LOT 7 & PART OF LOT 8 BLOCK E
SECTION No. 6
CHEVY CHASE

Surveyor's Certification

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. This property does not lie within a 100 year flood plain according to FEMA insurance maps unless otherwise shown hereon. Building restriction lines shown as per available information.

Stephen J. Wenthold, Maryland RLS Reg. No. 10767

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.

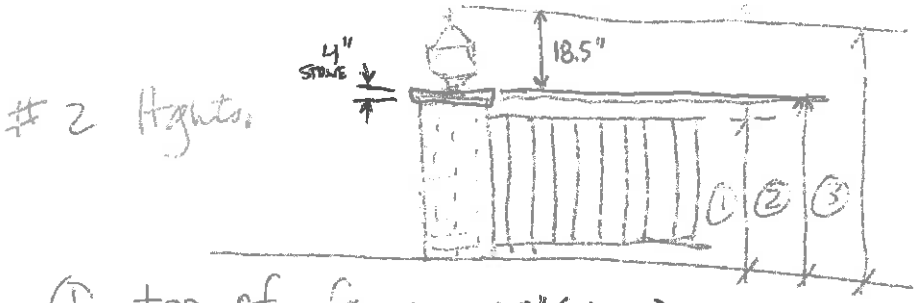
Date: 5-15-97
Scale: 1" = 30'
Plat Book: 3
Plat No.: 258
Work Order: 97-1008

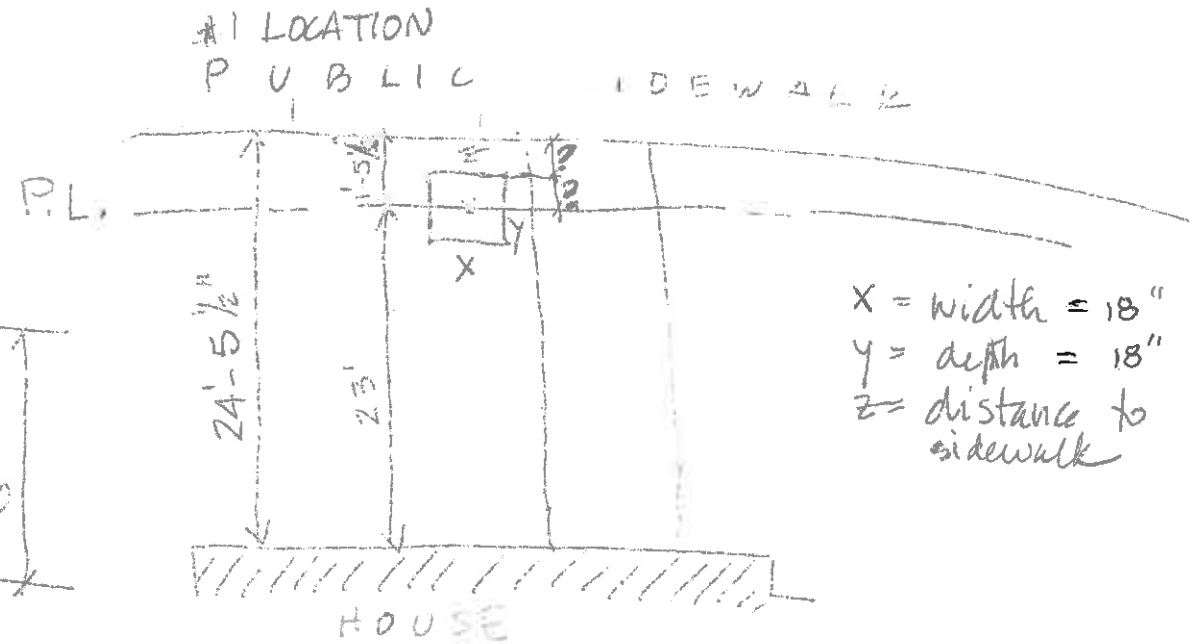
Meridian Surveys, Inc.
2401 Research Boulevard
Rockville, MD 20850
(301) 840-0035

Address: 106 PRIMROSE STREET
District: 7
Jurisdiction: MONTGOMERY COUNTY, MD.

NO TITLE REPORT FURNISHED

(F)

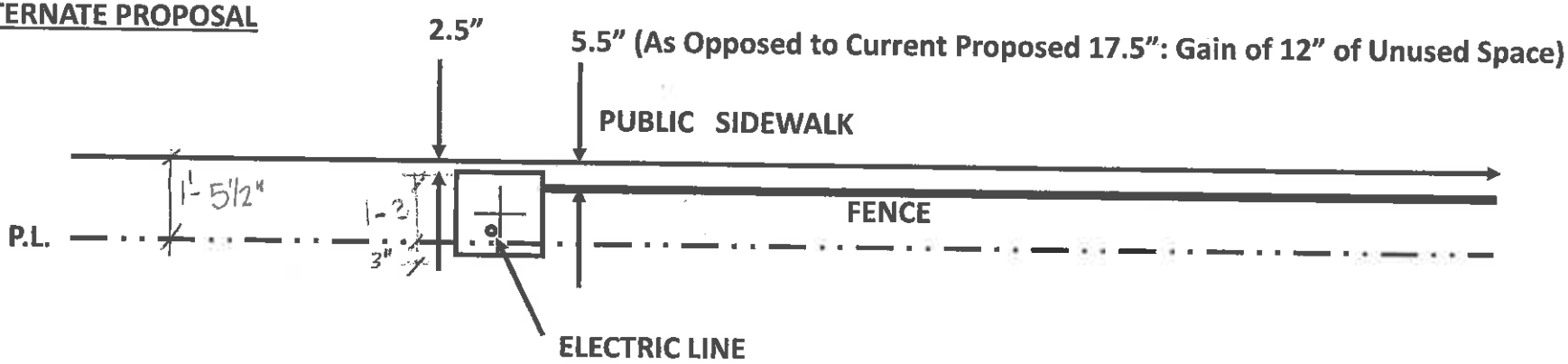




① top of fence 48" (4' Fence)
② top of pier [redacted] 53.5"
③ top of lantern [redacted] 72"

JFP 8/22/16

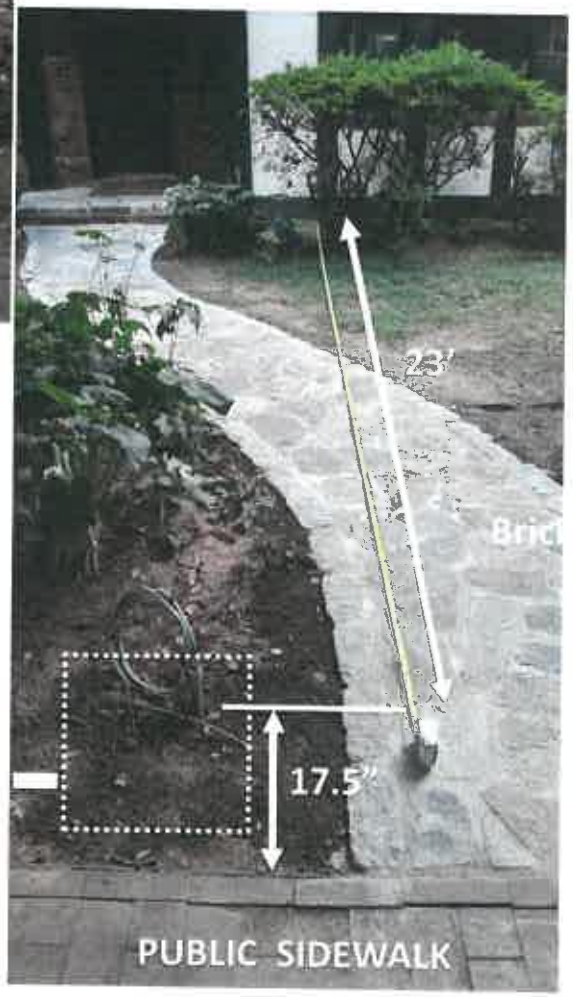
ALTERNATE PROPOSAL



delete post per applicant's email

Current Readiness on 106 Primrose Street

for Brick Posts with Wrought Iron Fence and Electric Lanterns



Similar Wrought Iron Fence

Walkway
Posts Wired
For Lanterns

Walkway
End Posts
Matching Older
Brick / Granite Style

Tightly
Packed Granite
Much Less Mortar
Than Current

Granite Block
Border

J

(8)

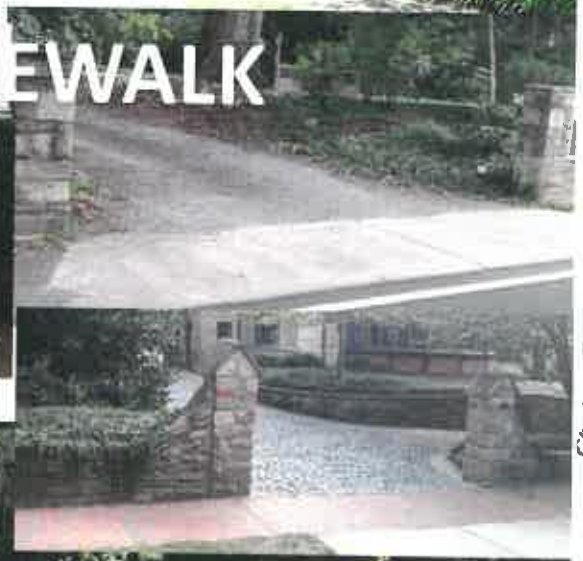
CHEVY CHASE VILLAGE EXAMPLES OF PILLARS CLOSE TO SIDEWALK

3 Oxford

101 E. Melrose

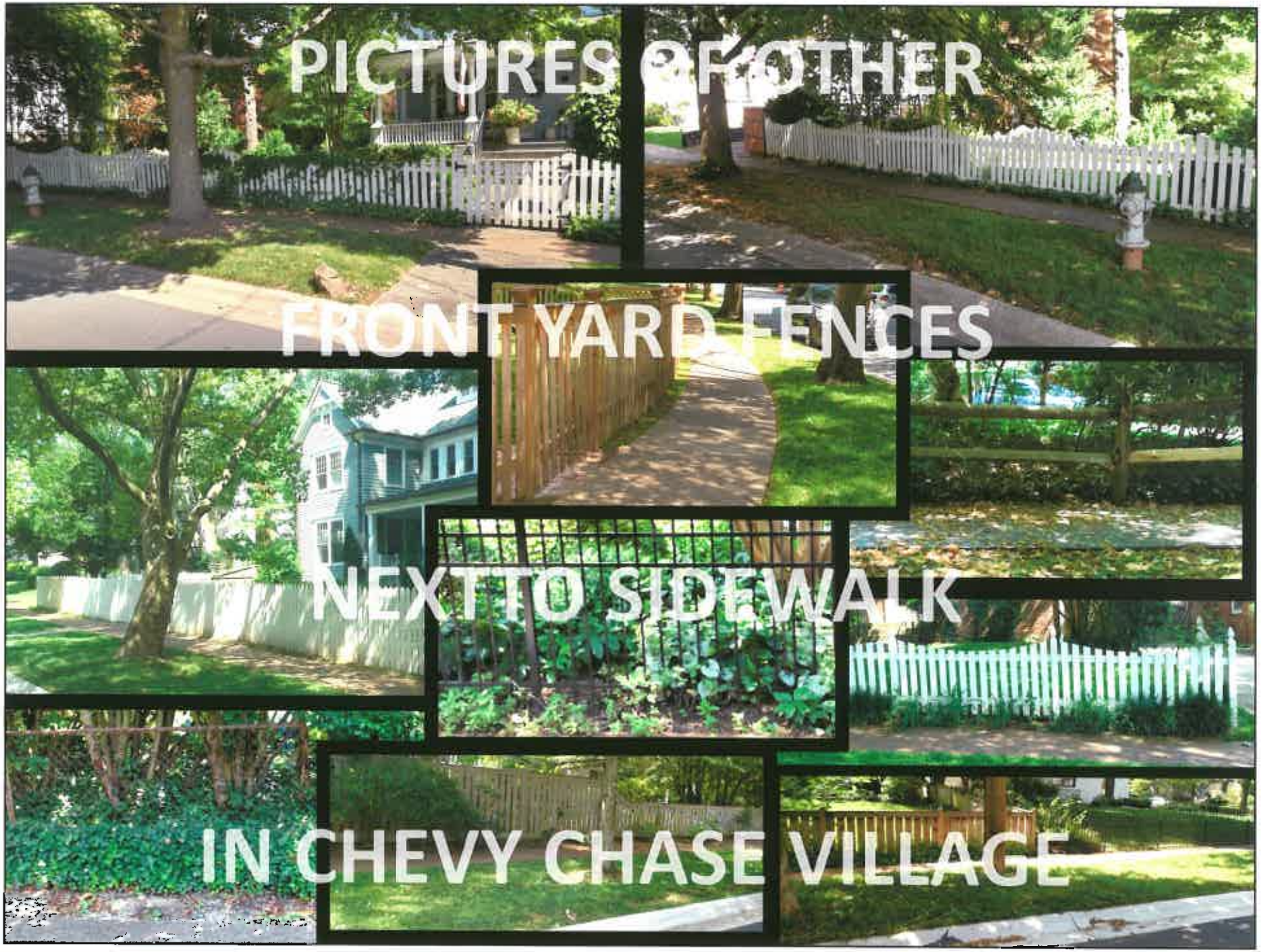
102 E Kirke

5903 CT.



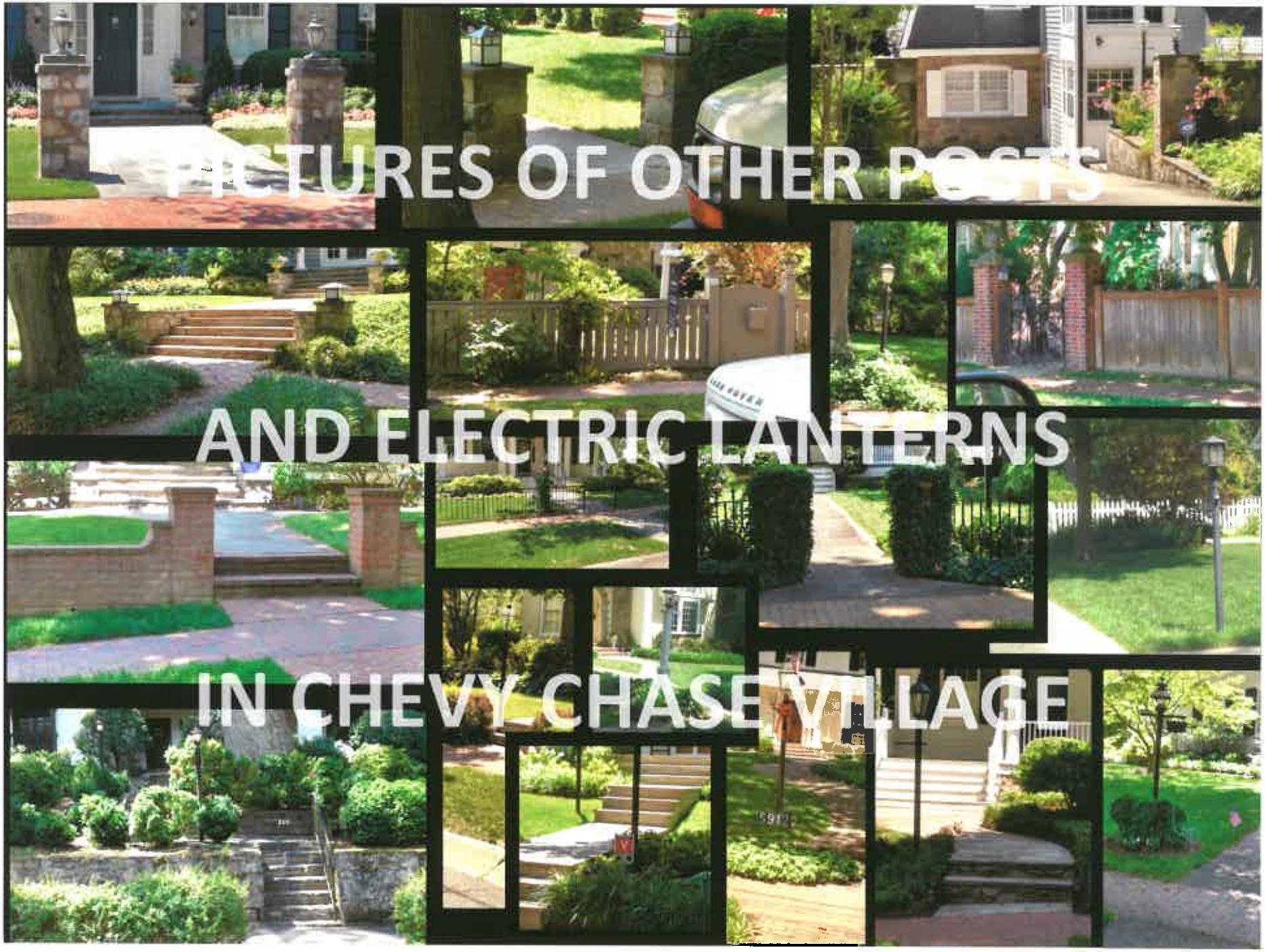
5903 CT.

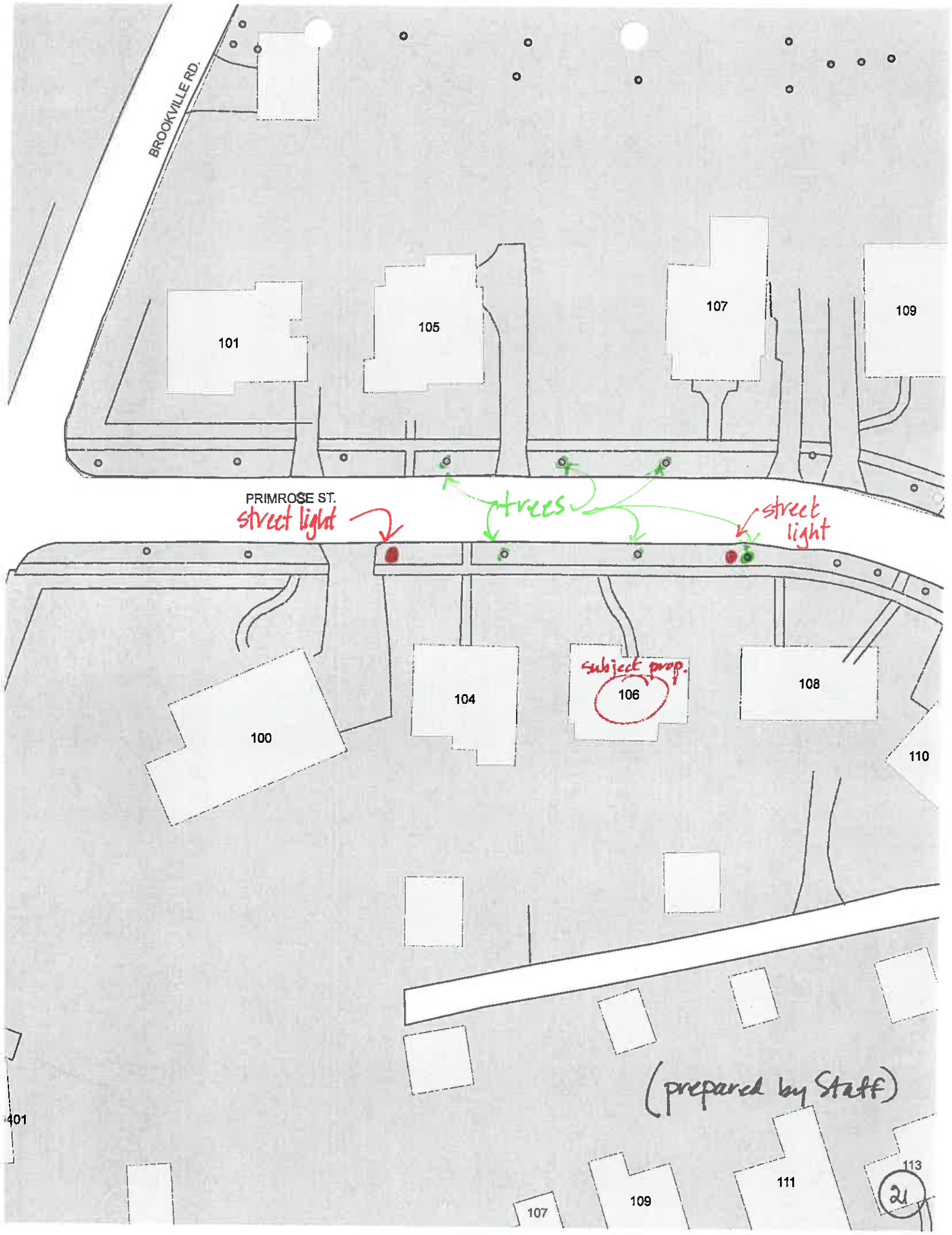
16 Hobart


PICTURES OF OTHER
FRONT YARD FENCES
NEXT TO SIDEWALK
IN CHEVY CHASE VILLAGE

(3)

2 Oxford


PICTURES OF OTHER POSTS
AND ELECTRIC LANTERNS
IN CHEVY CHASE VILLAGE


BROOKVILLE RD.
101
105
107
109
PRIMROSE ST.
street light
trees
street light
100
104
subject prop.
106
108
110
401
107
109
111
113
(prepared by Staff)

Sands, Ellen

From: PRICEJF@aol.com
Sent: Wednesday, September 07, 2016 6:33 PM
To: CCV Permitting
Subject: Re: 106 Primrose St questions

Please refer to answers below in red...
In a message dated 9/7/2016 4:18:10 P.M. Eastern Daylight Time, ccvpermitting@montgomerycountymd.gov writes:

Mr. Price:
Two items please:
It was brought to my attention that there is a slight discrepancy between the color image of the pier and fence and the drawings- the image seems to show a metal post supporting the fence at the brick pier, whereas the drawings seem to show that the fence rail is attached to the pier, so the pier is essential to supporting the fence and is part of the fence. Do you have a preference for either and can you let me know which it is? Ideally, the fence will be attached to the brick piers.

Also, it was suggested that I reach out to you regarding the location of the pier. The fence is shown as attaching to the middle of the pier, which puts the front edge of the pier closer to the sidewalk. You might want to consider if you would be amenable to pushing the pier back somewhat, so that the fence attaches more to the front of it, still 5.5 inches from the sidewalk- just the pier would be farther from the sidewalk. As I said, just something to think about if the conversation starts to go that way. Ideally, the pier is as close to the sidewalk as possible, and the fence is attached closer to the sidewalk than the centerline - since the goal is to minimize "wasted" space between sidewalk and fence.

If you could follow up with me about the additional fence post, too, please- thank you. See above.

Ellen Sands

Permitting and Code Enforcement Coordinator

Chevy Chase Village
Tele. 301-654-7300

FAX 301-907-9721

ccvpermitting@montgomerycountymd.gov

www.chevychasevillagemd.gov

22

Chevy Chase Village

Website Posting Notice for Appeal, Special Permit & Variance Hearings

Case Number: A-7018 A-C

Hearing Date: 9/12/16

By signing below, I acknowledge as the applicant/appellant in the above-referenced case number that all supporting information and documentation for my case will be posted on the Village's website at <www.chevychasevillagemd.gov> for review by the general public.

Applicant/Appellant Name: JOEL & ELIZABETH PRICE

Address: 106 PRIMROSE STREET

Telephone: 301-656-6937

E-mail: pricejf@aol.com

Applicant/Appellant Signature:

Agent Name for applicant/appellant (*if necessary*):

Telephone:

Address:

E-mail:

Signature of agent:

Village staff initials: LB

Date: 6/30/16

Treasurer's Report
July-September (2 months of FY 2017)

Overall:

This report is a two month snapshot of FY 2017. The Village receives little revenue in the first two months of the fiscal year with the most prominent being the tax duplication payment that comes from the county in the amount of $100,524. We have a budgeted deficit of 46,117, and it is still too early to project how we will end up in relation to this number by the end of the year. Our FY 2016 audit is not officially completed yet and the final 2016 audited numbers will be available when it becomes finalized.

Income Tax Revenue:

We will not have any significant income tax information until the end of November.

Property Tax Revenue:

We project this to come in at budget since the Village approved the constant yield for FY 2017.

Safe Speed Net Revenue:

So far this year it is trending about 15% below budget for the first two months. There has some been construction during these two months which has had an impact on safe speed citations.

Miscellaneous Revenue:

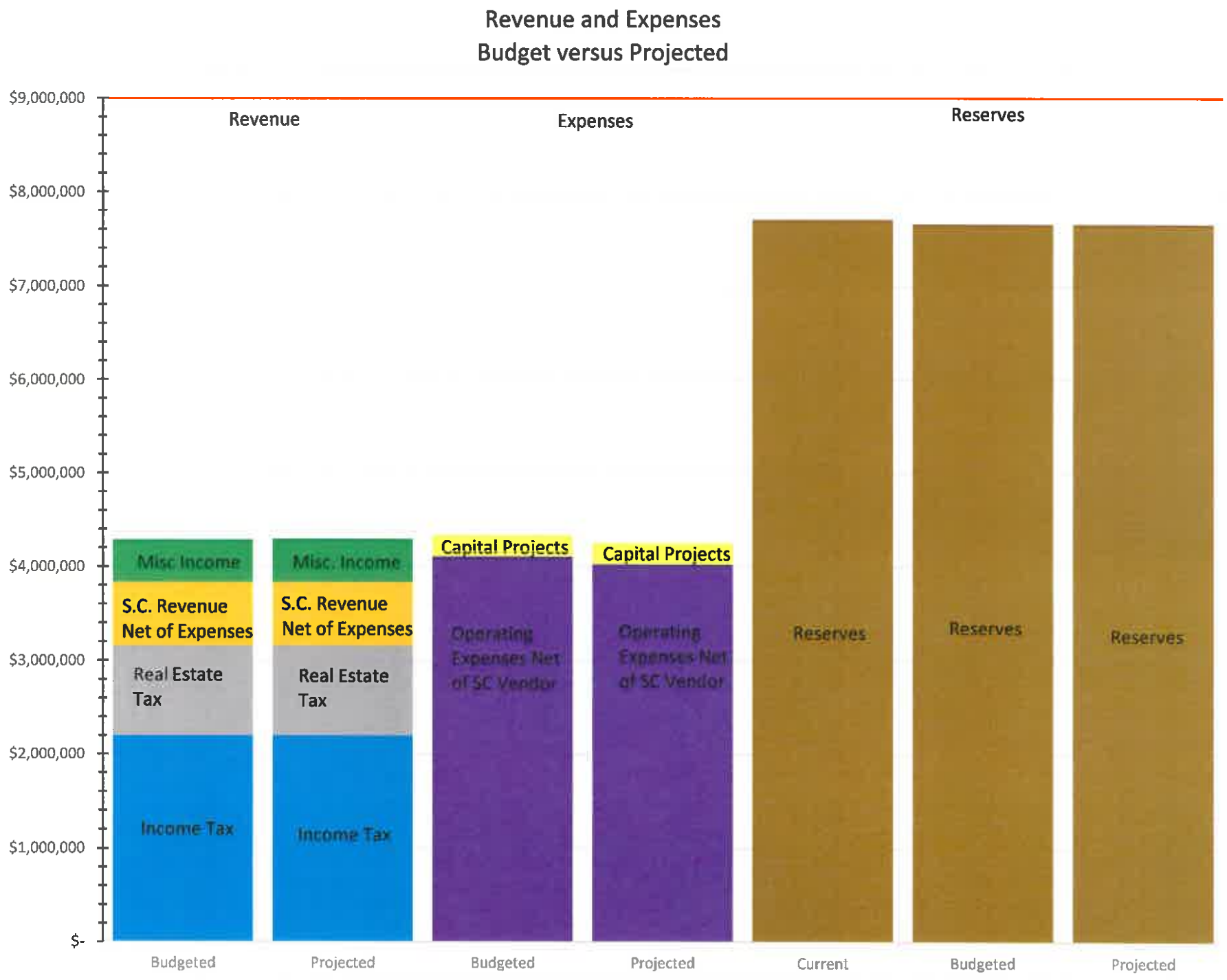
As of now it is tracking slightly above budget. We received a tax duplication payment of $100, 524, which was about $15,000 above the budgeted amount.

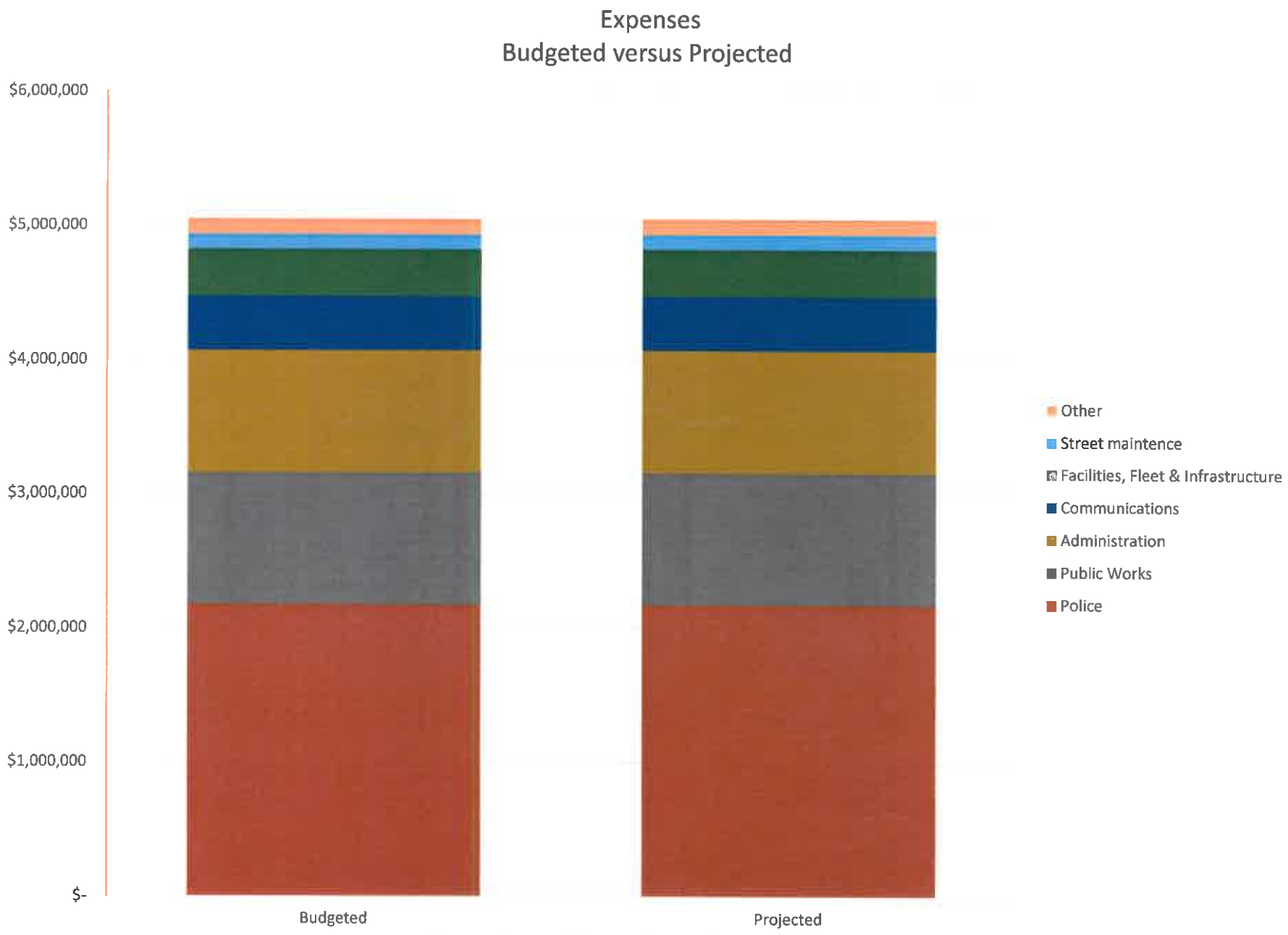
Capital Expense:

Our expenses are projected to be $227,500 and we have not undertaken any of these projects yet.

Operating Expense:

We project this will be 2-3%% below budget.


Revenue and Expenses
Budget versus Projected
$9,000,000
$8,000,000
$7,000,000
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
Revenue
Expenses
Reserves
Misc Income
S.C. Revenue Net of Expenses
Real Estate Tax
Income Tax
Misc. Income
S.C. Revenue Net of Expenses
Real Estate Tax
Income Tax
Capital Projects
Operating Expenses Net of SC Vendor
Capital Projects
Operating Expenses Net of SC Vendor
Reserves
Reserves
Reserves
Budgeted
Projected
Budgeted
Projected
Current
Budgeted
Projected


Expenses
Budgeted versus Projected
$6,000,000
$5,000,000
$4,000,000
$3,000,000
$2,000,000
$1,000,000
$-
Budgeted
Projected
Other
Street maintence
Facilities, Fleet & Infrastructure
Communications
Administration
Public Works
Police

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
SEPTEMBER 12, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 9/9/2016

SUBJECT: **RESOLUTION NO. 09-01-16:** AN ORDINANCE TO AMEND CHAPTER 6, "PENALTIES, FEES AND FINES", SEC. 6-3, "MUNICIPAL INFRACTION FINES"; CHAPTER 10, "HEALTH AND SANITATION", SEC. 10-17, "MAXIMUM HEIGHT OF GRASS AND WEEDS", SEC. 10-27, "NOTICE TO ABATE PROHIBITED CONDITIONS", SEC. 10-28, "ABATEMENT OF PROHIBITED CONDITIONS BY THE VILLAGE" AND SEC. 10-29, "PENALTIES"; AND CHAPTER 25, "PUBLIC RIGHTS-OF-WAY", SEC. 25-11, "REMEDIAL ACTION AND STOP WORK ORDER", TO SHORTEN THE TIME FOR COMPLIANCE WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY AND IN PUBLIC RIGHTS-OF-WAY, LIMIT THE AMOUNT OF NOTICE REQUIRED FOR REPEAT VIOLATIONS, CLARIFY THE RESPONSIBILITIES OF OWNERS AND OCCUPANTS WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY, INCREASE THE FINES FOR NON-COMPLIANCE, ALLOW THE COSTS OF ABATEMENT ON PRIVATE PROPERTY TO BE ADDED TO AND COLLECTED IN THE SAME MANNER AS TAXES, AND CONFORM ENFORCEMENT OPTIONS.

Background

In responding to an enforcement issue over the summer related to overgrown grass[1], we determined that the enforcement provisions pertaining to overgrown grass on private property (Chapter 10, "Health and Sanitation") and in the public right-of-way adjacent to private property (Chapter 25, "Public Rights-of-Way") were inconsistent and provided more time that was truly needed to remedy an infraction.

Currently, when staff determines that a property is in violation, we must notice the owner based upon the enforcement provisions within both Chapters of the Code since the public right-of-way typically begins within most front yards well inside the sidewalk or curb line. If a property's grass exceeds the maximum allowed height in June and the owner corrects the infraction and the violation reoccurs the following month, the Village must re-notice the owner providing them a full fifteen business days to bring the property into compliance. The proposed Ordinance would lower the notice period to five days and would waive the requirement to re-notice if the infraction occurs again within the same calendar year.

[1] Non-ornamental grass in excess of ten (10) inches in height.

The current fine is $25, which hardly makes the infraction cost-prohibitive. The proposed Ordinance increases the fine to $100 for each day that the infraction continues.

Lastly, Chapter 25 currently allows the Village to place a lien for the cost of the abatement on the property's tax bill if payment is not remitted to the Village by the owner, however, this provision does not currently exist within Chapter 10. The Ordinance adds this provision to Chapter 10 and provides an appeal process for the owner.

Board Action Requested/Draft Motion
I move to approve Resolution No. 09-01-16, AS DRAFTED or AMENDED AS FOLLOWS: _____.

Attachments
Resolution No. 09-01-16

Resolution No.: 09-01-16

Introduced: 09-12-16

Adopted: _____

Effective: _____

BOARD OF MANAGERS

FOR

CHEVY CHASE VILLAGE, MD

SUBJECT: AN ORDINANCE TO AMEND CHAPTER 6, "PENALTIES, FEES AND FINES", SEC. 6-3, "MUNICIPAL INFRACTION FINES"; CHAPTER 10, "HEALTH AND SANITATION", SEC. 10-17, "MAXIMUM HEIGHT OF GRASS AND WEEDS", SEC. 10-27, "NOTICE TO ABATE PROHIBITED CONDITIONS", SEC. 10-28, "ABATEMENT OF PROHIBITED CONDITIONS BY THE VILLAGE" AND SEC. 10-29, "PENALTIES"; AND CHAPTER 25, "PUBLIC RIGHTS-OF-WAY", SEC. 25-11, "REMEDIAL ACTION AND STOP WORK ORDER", TO SHORTEN THE TIME FOR COMPLIANCE WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY AND IN PUBLIC RIGHTS-OF-WAY, LIMIT THE AMOUNT OF NOTICE REQUIRED FOR REPEAT VIOLATIONS, CLARIFY THE RESPONSIBILITIES OF OWNERS AND OCCUPANTS WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY, INCREASE THE FINES FOR NON-COMPLIANCE, ALLOW THE COSTS OF ABATEMENT ON PRIVATE PROPERTY TO BE ADDED TO AND COLLECTED IN THE SAME MANNER AS TAXES, AND CONFORM ENFORCEMENT OPTIONS

WHEREAS, §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, authorizes the Board of Managers to adopt such ordinances as it deems necessary to assure the good government of Chevy Chase Village; to protect and preserve the rights, property

CAPS	: Indicate matter added to existing law.
[~~Brackets~~]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance
CAPS	:Indicate matter added in amendment
[~~Brackets~~]	:Indicate matter deleted in amendment

and privileges of the Village; to preserve peace and good order; to secure persons and property from danger and destruction; and to protect the health, comfort and convenience of Village residents; and

WHEREAS, Section 206 of the Chevy Chase Village Charter authorizes the Board of Managers to adopt such ordinances as it deems necessary with respect as it may deem necessary for the safety and welfare of Chevy Chase Village; for the protection and preservation of Chevy Chase Village property, rights and privileges; for the preservation of peace and good order and for securing persons and property from violence, danger or destruction; and for the suppression and abatement of all nuisances; and

WHEREAS, the Board of Managers has adopted Chapter 10, "Health and Sanitation", to regulate the accumulation and collection of hazardous waste and rubbish and lawn and garden debris and to require maintenance of private property to limit the maximum height of grasses and weeds; and

WHEREAS, the Board of Managers has adopted Chapter 25, "Public Rights-of-Way" to regulate the maintenance and use of the public rights-of-way;

WHEREAS, the Board of Managers has determined that it is in the public interest to shorten the time for compliance with respect to growth of grass and weeds on private property and in public rights-of-way, limit the amount of notice required for repeat violations of the grass and weed height limitation, increase the fines for non-compliance, allow the costs of abatement on private property to be added to and collected in the same manner as taxes and conform enforcement options on private property and in the rights-of-way; and

WHEREAS, after proper notice to the public, the Board of Managers conducted a public hearing at which it considered the following ordinance in public session assembled on the _____ day of _____, 2016.

NOW THEREFORE, the Board of Managers of Chevy Chase Village does hereby adopt the following ordinance:

AN ORDINANCE TO AMEND CHAPTER 6, "PENALTIES, FEES AND FINES", SEC. 6-3, "MUNICIPAL INFRACTION FINES"; CHAPTER 10, "HEALTH AND SANITATION", SEC. 10-17, "MAXIMUM HEIGHT OF GRASS AND WEEDS", SEC. 10-27, "NOTICE TO ABATE PROHIBITED CONDITIONS", SEC. 10-28, "ABATEMENT OF PROHIBITED CONDITIONS BY THE VILLAGE" AND SEC. 10-29, "PENALTIES"; AND CHAPTER 25, "PUBLIC RIGHTS-OF-WAY", SEC. 25-11, "REMEDIAL ACTION AND STOP WORK ORDER", TO SHORTEN THE TIME FOR COMPLIANCE WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY AND IN PUBLIC RIGHTS-OF-WAY, LIMIT THE AMOUNT OF NOTICE REQUIRED FOR REPEAT VIOLATIONS, CLARIFY THE RESPONSIBILITIES OF OWNERS AND OCCUPANTS WITH RESPECT TO GROWTH OF GRASS AND WEEDS ON PRIVATE PROPERTY, INCREASE THE FINES FOR NON-COMPLIANCE, ALLOW THE COSTS OF ABATEMENT ON PRIVATE PROPERTY TO BE ADDED TO AND COLLECTED IN THE SAME MANNER AS TAXES AND CONFORM ENFORCEMENT OPTIONS

SECTION 1.

BE IT ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 6, "Penalties, Fees and Fines", Sec. 6-3, "Municipal infraction fines" be repealed, re-enacted and amended to read as follows:

Sec. 6-3. Municipal infraction fines.

The fines for violating the requirements of the following sections are:

(a) Building regulations (Chapter 8).
* * * * *
(b) Health and sanitation (Chapter 10).
(1) – (8)* * * *

(9)	Sec. 10-17, maximum height of grass and weeds	[~~25.00~~] 100.00 REPEAT VIOLATION 100.00 EACH

(c) – (f) * * * *
(g) Public rights-of-way (Chapter 25).
(1) – (7) * * * *

(8)	Sec. 25-9, maintenance of the public right-of-way	[~~50.00~~] 100.00 REPEAT VIOLATION 100.00 EACH

(9) * * * *

* * * *

(H) EACH DAY THAT A VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE AND BE SUBJECT TO AN ADDITIONAL FINE.

* * * *

SECTION 2.

AND BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 10, "Health and Sanitation", Sec. 10-17, "Maximum height of grass and weeds" be repealed, re-enacted and amended to read as follows:

Sec. 10-17. Maximum height of grass and weeds.

No [~~resident~~] OWNER OR OCCUPANT shall permit or allow any non-ornamental grass or weeds to grow on any land owned or occupied by [~~the resident~~] THAT PERSON to a height in excess of ten (10) inches above the ground.

SECTION 3.

AND BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 10, "Health and Sanitation", Sec. 10-27, "Notice to abate prohibited conditions" be repealed, re-enacted and amended to read as follows:

Sec. 10-27. Notice to abate prohibited conditions.

(A) Whenever any condition prohibited by this chapter shall be found to exist within the Village, the Village Manager or the Manager's designee shall give notice to the owner AND/or occupant of the premises or [~~the~~] OTHER person responsible for such condition to abate such condition within such reasonable time as may be specified in such notice. FOR VIOLATIONS OF SEC. 10-17, ABATEMENT IS REQUIRED WITHIN FIVE BUSINESS DAYS OF NOTICE.
(B) FOR VIOLATIONS OF SEC. 10-17, ONLY ONE NOTICE OF VIOLATION IS REQUIRED PER CALENDAR YEAR.
(C) WITHIN FIVE (5) BUSINESS DAYS OF NOTIFICATION, SUCH PERSON MAY IN WRITING REQUEST A REVIEW BY THE BOARD OF MANAGERS OF WHETHER THE NOTICE OF VIOLATION WAS PROPERLY ISSUED.
SECTION 4.

SECTION 4.

AND BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 10, "Health and Sanitation", Sec. 10-28, "Abatement of prohibited conditions by the Village" be repealed, re-enacted and amended to read as follows:

Sec. 10-28. Abatement of prohibited conditions by the Village.

If any person shall fail or refuse to abate any condition prohibited by this chapter [~~after receipt of~~] WITHIN THE TIME ALLOTTED IN THE notice pursuant to [~~section~~] SEC. 10-27, such condition may be abated by the Village at the expense of the person OR PERSONS named in

such notice. [~~Abatement by the Village shall not prohibit the prosecution of the person responsible for the condition abated.~~] THE ABATEMENT COST SHALL BE PAID BY SUCH PERSON OR PERSONS UPON REQUEST OF THE VILLAGE. THE ABATEMENT COST SHALL BE A LIEN UPON THE PROPERTY, TO BE COLLECTED IN THE SAME MANNER AS VILLAGE TAXES ARE COLLECTED. ABATEMENT BY THE VILLAGE IS IN ADDITION TO ANY OTHER REMEDIES AVAILABLE UNDER LAW, INCLUDING WITHOUT LIMITATION, ISSUANCE OF A MUNICIPAL INFRACTION.

SECTION 5.

AND BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 10, "Health and Sanitation", Sec. 10-29, "Penalties" be repealed, re-enacted and amended to read as follows:

Sec. 10-29. Penalties.

(A) Violations of this chapter are declared to be municipal infractions and enforceable pursuant to the provisions of Chapters 5 and 6. The maximum penalty for each initial and repeat violation shall be established by the Board of Managers. IF A VIOLATION OF SEC. 10-17 OCCURS, THERE SHALL BE A REBUTTABLE PRESUMPTION THAT ALL OWNERS AND OCCUPANTS OF THE PROPERTY ALLOWED THE VIOLATION.
(B) THE VILLAGE MAY INSTITUTE INJUNCTIVE OR ANY OTHER APPROPRIATE ACTION OR PROCEEDINGS AT LAW OR EQUITY FOR ENFORCEMENT OF THIS CHAPTER IN ANY COURT OF COMPETENT JURISDICTION.

SECTION 6.

AND BE IT FURTHER ORDAINED AND ORDERED this _____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that Chapter 25, "Public Rights-of-Way", Sec.25-11, "Maximum height of grass and weeds" be repealed, re-enacted and amended to read as follows:

Sec. 25-11. Remedial action, [~~and~~] stop work order AND ABATEMENT.

(a) – (b) * * * *

(c) If any person shall fail or refuse to abate any condition prohibited by this Chapter within fifteen (15) days from the notification of violation, such condition may be abated by the Village, and the cost of such work and the damages resulting therefrom shall be paid by such person upon request of the Village. Within ten (10) days of notification, such person may in writing request a review by the Board of Managers of whether the notice of violation was properly issued. [~~The cost of abatement for a violation of this Section shall be a lien upon the abutting property to be collected in the same manner as Village taxes are collected. Abatement by the Village is in addition to any other remedies available under law.~~]

(D) If any person shall fail or refuse to abate any condition prohibited by Sec. 25-9 within [~~fifteen (15)~~] FIVE (5) BUSINESS days from the notification of violation, such condition may be abated by the Village, and the cost of such work and the damages resulting therefrom shall be paid by such person upon request of the Village. Within [~~ten (10)~~] FIVE (5) BUSINESS days of notification, such person may in writing request a review by the Board of Managers of whether the notice of violation was properly issued.

E. The [~~cost of~~] abatement COST [~~for a violation of this Section~~] shall be a lien upon the abutting property to be collected in the same manner as Village taxes are collected. Abatement by the Village is in addition to any other remedies available under law, INCLUDING WITHOUT LIMITATION, ISSUANCE OF A MUNICPAL INFRACTION.

SECTION 7.

AND BE IT FURTHER ORDAINED AND ORDERED, this ____ day of _____, 2016, by the Board of Managers of Chevy Chase Village, acting under and by virtue of the authority granted to it by §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, and Section 206 of the Village Charter that:

(1) If any part of provision of this ordinance is declared by a court of competent jurisdiction to be invalid, the part of provision held to be invalid shall not affect the validity of the ordinance as a whole or any remaining part thereof; and

(2) This ordinance shall take effect on the _____ day of_____, provided the same is posted at the Village Office for fourteen (14) days prior thereto.

CHEVY CHASE VILLAGE

_____

Michael L. Denger, Chair
Board of Managers
Chevy Chase Village

ATTEST:

_____

Shana R. Davis-Cook, Village Manager

From the desk of…

Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
Facsimile (301) 907-9721
michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Board of Managers

From: Michael Younes, Director of Municipal Operations

CC: Shana Davis-Cook, Village Manager

Date: 9/1/2016

Re: Washington Gas Main Replacement Work

This October, Washington Gas (WGL) will begin work to upgrade and replace one of the two gas mains located under Bradley Lane.[1] This work, like the project that was completed throughout the majority of the Village, will be conducted by directly burying the new gas main in the roadway, while home services will be installed using non-invasive "trenchless" means. In order to ensure that any disruption to Village streets and rights-of-way are adequately restored, WGL and the Village will be entering into a pavement restoration agreement.

The restoration agreement is the same as those the Village has already executed with WSSC and WGL as part the previous replacement projects. Once the replacement work is completed along Bradley Lane, Washington Gas and I will meet to confirm the actual extents of the restoration required, which will be outlined in a subsequent agreement that will be reviewed by Village Counsel.

Staff Recommendation

Staff recommends that the Village approve and authorize the Village Manager to execute the attached Pavement Restoration Agreement with WGL for its upcoming round of gas main and service upgrades/replacements.

Board Action

If the Board concurs with staff's recommendation, staff requests authorization for the Village Manager to execute the attached Pavement Restoration Agreement with WGL for its next round of gas main and service upgrades/replacements.

> **Draft Motion**: I *move to **APPROVE/DENY** staff's recommendation to authorize the Village Manager to execute the attached Pavement Restoration Agreement between the Village and WGL.*

Attachment

1) Pavement Restoration Agreement submitted by WGL

---

[1] The second and larger gas main under Bradley Lane must remain as low pressure as it serves homes in the District of Columbia, which has yet to begin its conversion to a higher service pressure.

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Washington Gas
6801 Industrial Rd.
Springfield, Va. 22151
www.washingtongas.com

<DATE>

Ms. Shana R. Davis-Cook
Villager Manager
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

RE: Pavement Restoration Agreement for Washington Gas WR/WO No. 1060479 MNRPL

Dear Ms. Davis-Cook:

Based on the Washington Gas (WGL) and Chevy Chase Village, herein after referred to as the Village, project coordination meetings held on September 7, 2016, the following preliminary pavement restorations are proposed for the impacted roadways under the referenced contract:

- The WGL proposes to complete a permanent trench repair (6-inch base asphalt (19mm) and 2-inch asphalt surface top (9.5mm)) and 2-inch half-width mill and overlay for the impacted roadways listed in Table A to the limits of construction, using hot mix asphalt (PG64-22); and

- The WGL proposes to fully replace all impacted speed/road bumps in kind.

After completion of the gas main replacement project, the WGL will provide for final pavement restoration - as stated above and as noted on Table A - through one of the following two options to be determined jointly between the WGL and the Village at that time:

- Option I – The WGL will complete a permanent trench repair (6-inch base asphalt (19mm) and 2-inch asphalt surface top (9.5mm)) and 2-inch half-width mill and overlay for the impacted roadways listed in Table A to the limits of construction, using hot mix asphalt (PG64-22); or

- Option II – The Village will install the 2-inch half-width mill and surface asphalt overlay, and the Village will be reimbursed 100% per the WGL's current paving contract unit prices for the 2-inch half-width mill and surface asphalt overlay as noted in Table A. All estimated quantities for reimbursement by the WGL will be agreed upon in advance by the WGL and the Village.

Please sign and date in the space provided below and return this letter to indicate your acceptance of these proposed terms. WGL will provide you with a copy of the formal agreement, including the terms above for your file, within two weeks. Thank you for your continued cooperation and support of the WGL infrastructure improvements in the Town of Chevy Chase Village.

Sincerely,

Kevin Bates
Supervisor, Field Compliance and Quality
Washington Gas

Washington Gas
6801 Industrial Rd.
Springfield, Va. 22151
www.washingtongas.com

Accepted by the Town of Chevy Chase Village

_____ _____
Village Manager, Shana Davis-Cook Date

TABLE A

THE TOWN OF CHEVY CHASE VILLAGE
GAS MAIN REPLACEMENT PROJECT

WR/WO No. 1060479

STREET NAME	FROM	TO	PRELIMINARY REPAIR METHOD
Bradley Lane	Connecticut Avenue (Limits of construction)	Georgia Street (Limits of construction)	Permanent Trench Repair & 2-inch half-width mill and overlay

CHEVY CHASE VILLAGE
BOARD OF MANAGERS
SEPTEMBER 12, 2016 MEETING

STAFF REPORT

TO: BOARD OF MANAGERS

FROM: SHANA R. DAVIS-COOK, VILLAGE MANAGER

DATE: 9/9/2016

SUBJECT: CONTRACT AUTHORIZATION REQUEST—PROFESSIONAL SERVICES CONTRACT IN AN AMOUNT NOT TO EXCEED $7,000 TO PERFORM AN ANALYSIS OF THE VILLAGE'S LIABILITY INSURANCE COVERAGE: *INSURANCE BUYERS' COUNCIL, INC.*

Background

As the Board considers possibly terminating the Village's membership in the Maryland Municipal League and the Local Government Insurance Trust (LGIT)[1], I was tasked with finding replacement liability insurance for the coverage we currently receive through LGIT. We now have a quote for coverage from Montgomery County's Self-Insurance Program (MCSIP); however, in order to determine whether the coverage through MCSIP is adequate to cover the Village's potential loss/risk and that the MCSIP program is in a strong financial position, an independent analysis of the two organizations is prudent.

Two years ago when the Board asked me to investigate purchasing additional excess liability coverage, an employee in the County's Self-Insurance office suggested that I contact the *Insurance Buyers' Council, Inc.* (IBC), which is an independent firm that analyzes organization's insurance coverage needs and insurers' financial solvency and program/coverage adequacy. I had conversations with IBC in 2014 that were instructive as I made my recommendation to the Board. IBC was knowledgeable and provided their feedback and guidance at no charge.

Staff Recommendation

When the Board tasked me earlier this year with finding replacement liability insurance, I again reached out to IBC for guidance. This time, I had several conversations with Tom Krzys, who previously worked in county government and oversaw his former employer's transition from LGIT to a self-insurance program. From this prior work experience, Mr. Krzys is quite knowledgeable regarding LGIT's program and how to best analyze a self-insurance program like the one operated by Montgomery County.

I recommend that the Village enter into a contract with IBC before proceeding to terminate coverage with LGIT to ensure that the MCSIP program provides equivalent and/or adequate coverage and that MCSIP is a financially solvent option for the Village. Michael Younes has performed a check of IBC's references; a summary of which is attached.

Board Action Requested/Draft Motion

I move to authorize the Village Manager to enter into a professional services contract with the *Insurance Buyers' Council, Inc.* in an amount not to exceed $7,000 to perform an analysis of the Village's liability insurance coverage.

Attachments

CV for Thomas Krzys, Principal Consultant, IBC
Memo from M. Younes: Reference Check: Insurance Buyer's Council, Inc.
Proposed Professional Services Contract

---

[1] The Board initially decided to pursue terminating membership in the Maryland Municipal League, however, we discovered that League membership is a condition to purchase insurance through LGIT.

Thomas J. Krzys, CPCU, ARM, MBA
Senior Vice President, Principal Consultant

Email: tkrzys@consultibc.com
Phone: 410.666.0500 Ext: 206
Fax: 410.666.6177
VIEW PROFILE >

About Insurance Buyers' Council

Insurance Buyers' Council, Inc. has been in business since 1948. We have achieved this level of longevity through proven, valuable services provided to our clients, as well as a commitment to excellence that is unrivaled within our industry. Combined, IBC's staff possesses over 300 years' worth of experience in the insurance and risk management industries. It is our collective goal to put that experience to work every single day on behalf of the clients that we serve, both at home and abroad. Our clients are based throughout the US and the Caribbean.

We are objective consultants whose mission is to provide our clients with the best possible information. Because we are not affiliated with companies who sells insurance, you can be assured that the information that we provide is always completely unbiased. We do not benefit financially from any of our insurance recommendations.

Professional Objective Advice
To assure objectivity for our clients, IBC does not sell any type of insurance, nor are we affiliated with anyone who does. Our income is derived solely from fees for consulting assignments. We are advisors to and advocates for our clients and only our clients. We operate with your best interests in mind, always.

Knowledgeable Staff
Our professional staff averages over twenty-five years of experience in risk management and insurance and most have earned the prestigious Chartered Property and Casualty Underwriter (CPCU) and Associate in Risk Management (ARM) designations. You can trust that our staff members know our field and will advise you accordingly. IBC staff includes five members of the Society of Risk Management Consultants (SRMC).

State of the Art Insight
We constantly monitor the insurance industry and can advise you of new trends and state of the art risk management techniques and products that may better suit your needs.

Expeditious Response
We quickly respond to requests for specific advice on an "as needed" basis. We can also serve as your proactive outsourced risk management department. We provide only those services needed, while acting in concert with you to meet your goals and objectives.

Cost Effective Resource
While we make no promises in advance that we can reduce your costs, experience shows that there are many opportunities to do so through improved use of risk management techniques and/or more effective program administration.

From the desk of…

Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
Facsimile (301) 907-9721
michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Shana Davis-Cook, Village Manager

From: Michael Younes, Director of Municipal Operations MY

Date: August 11, 2016

Re: Reference Check: Insurance Buyer's Council, Inc.

As part of the Village's review of insurance products available to the Village and to equitably compare coverage between providers it was recommended that the Village engage an independent party insurance reviewer.

At the recommendation of Ms. Katharine Peeling from Montgomery County's Division of Risk Management, it was suggested that the Village contact the Insurance Buyer's Council, Inc. (IBC). IBC is an independent consulting firm focused with assisting in the review and evaluation of various insurance and employee benefit products.

The following references were provided by IBC:

- Northeast Maryland Waste Disposal Authority
  Ms. M. Catherine Coble, Director of Finance & Administration
  IBC has provided consulting services to the Authority since 2002.
- Prince George's County Office of Financial Administration
  Mr. Steven B. Middleton, Risk Manager
  IBC has provided consulting services to the County since 1973.
- Howard County
  Ms. Lynne Levin, Risk Management Administrator
  IBC has provided consulting services to the County since 2006.

Below please find a brief summary of my conversations with each of the references:

- All references overwhelmingly recommended IBC.
- IBC provided various services to the references including:
  - Complete risk management consulting
  - Insurance coverage review and consulting
  - Actuarial consulting
- Prince George's County described IBC's services as value added.
- All IBC personnel that the references have worked with are professional, responsive and very knowledgeable of the industry and local governments.
- References specifically stated that Thomas Krzys (*who the Village's account would be assigned)* has a great ability to explain insurance, which is a complex subject in plain easy to understand terms.
- All references stated that one of the main reasons why they chose IBC was because of its large municipal clientele as well as strong presents on the east coast.
- One reference stated that we would be crazy to choose another firm over IBC.

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") made this ___ day of _____, 2016, by and between CHEVY CHASE VILLAGE, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "VILLAGE", and "INSURANCE BUYER'S COUNCIL, INC.", hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor and the Village are collectively referred to herein as, the "Parties"

WHEREAS, the Village desires to obtain professional services as more specifically described in the specifications identified as Exhibit 1 and attached hereto; and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Contractor desires to provide these services to the Village.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described in, and be bound by, the terms and conditions set forth in the specifications identified and attached hereto as Exhibit 1 (the "Scope of Work") and incorporated herein by reference, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of the Contract shall prevail.

2. CONTRACT TERM. The work under this Contract must commence no later than September 19, 2016 and be completed no later than November 30, 2016. Time is of the essence as to the Contractor's performance hereunder.

3. COMPENSATION. The Village agrees to pay to the Contractor, as consideration for the Contractor's satisfactory performance of all obligations under this Contract, a sum not to exceed Seven Thousand Dollars ($7,000), which shall be billed at the hourly rates and for all incurred expenses as outlined in the billable expenses as set out in the Contractor's Submitted Final Rate Sheet (Exhibit 2) for performance of an analysis of the Village's liability insurance coverage.

The Village shall pay the Contractor upon invoice submitted by Contractor at the end of each months work. No invoice shall contain a charge for any work that has not occurred. Payment shall be made by the Village within thirty (30) days of receipt of an invoice from the Contractor, unless a longer period is provided in the Scope of Work.

4. LICENSES AND PERMITS. The Contractor shall possess and keep all licenses and permits valid for the entire duration of the term of the Contract or any renewals thereof and promptly provide evidence of such renewals to the Village as appropriate.

5. CAPACITY TO PERFORM. The Contractor, by executing this contract, represents that all equipment and personnel necessary for providing the described services is in working order and available, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

6. INDEPENDENT CONTRACTOR. The Contractor shall perform approved services under this Contract as an independent contractor and shall not be considered an agent of the Village nor shall any of the Contractor's employees or agents be subagents of the Village.

7. INSURANCE.

a. Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, professional errors and omissions, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Village as an additional insured with an additional insured endorsement, with the exception of the workers compensation insurance professional liability insurance.

i. Comprehensive General Liability Insurance:
   (1) Personal injury liability insurance with a limit of $1,000,000 each occurrence/aggregate;
   (2) Property damage liability insurance with limits of $1,000,000 each occurrence/aggregate.

   All insurance shall include completed operations and contractual liability coverage.

ii. Automobile Liability Coverage: Automobile fleet insurance $1,000,000 for each occurrence/ aggregate; property damage - $500,000 for each occurrence/aggregate.)

iii. Professional Liability Insurance: The Contractor shall also provide proof of professional liability insurance in the amount of $1,000,000 for each occurrence/aggregate and shall provide to the Village certificates of insurance evidencing the same.

iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the Village under this Agreement. Copies of the certificates of insurance and additional insured endorsement for all required coverage shall be furnished to the Village within five (5) business days following the execution of this contract and prior to commencement of any work. The Village shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. The Village shall be included on such certificates of insurance, with the exception of the workers compensation insurance.

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

b. The Contractor shall also furnish to the Village a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Village.

c. All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance, or suits instituted against the Contractor and/or Village arising out of such accidents shall be reported promptly to the Village Project Manager. If such claims are not insured by the Contractor's insurance policies so much of the moneys due or to become due the Contractor under this Contract, as may be considered necessary by the Village shall be retained until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished to the Village.

8. OTHER PAYMENTS; EXPENSES; TAXES. The Village will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Village shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Village, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Village for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby. The Village is a non-taxable entity. No sales tax is to be charged by the Contractor to the Village municipal government for supplies or materials furnished in the

performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 30042148, a copy of which is available to the Contractor.

9. PERSONNEL, EQUIPMENT AND MATERIALS. The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the services. Precaution shall be exercised at all times for the protection of persons and property during in the Village. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon receipt of written notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, promptly take such measures and provide such means and labor to comply therewith as the Project Manager may reasonably direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the Work, or public and private properties, within 24 hours of receipt of written notice from the Project Manager, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

10. ENGLISH LANGUAGE. The Contractor shall appoint one or more personnel members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluently bi-lingual in English and the Contractor's and/or sub-contractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

11. TELEPHONE NUMBERS. The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business days and an emergency number where a representative can be reached at night or on weekends and holidays.

12. SUBCONTRACTING. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the work shall include: 1) a description of the work to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be as fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times the same insurance coverage required herein for the Contractor for negligent acts, errors, and

omissions of subcontractors and their employees and the Village shall be named as an additional insured.

13. ASSIGNMENT. This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole discretion. The Contractor shall not assign any monies due or to become due to him hereunder without the prior written consent of the Village.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

15. STANDARDS OF WORK. The Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to insure that the work performed under this Contract is completed in the best way and in the most expeditious and economical manner consistent with the Village's best interests. All services shall be performed in a neat and workmanlike manner by trained and experienced personnel.

16. ACCEPTANCE AND PAYMENT. The Village will inspect all work in the performance under this Contract for compliance with specifications and in satisfactory condition. Except as provided elsewhere herein or in any addendum hereto, after the work is accepted by the Village, the Contractor shall submit a request for payment.

Acceptance by the Contractor of monthly payment shall operate as a release to the Village and every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished or relating to the work under the contract during that month.

17. INVOICES. Requisitions for payment shall include a complete description of the services rendered and materials supplied by the Contractor, providing the dates services were rendered.

18. ACCURATE INFORMATION, ACCOUNTING AND AUDIT. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village. The Contractor certifies that all information provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the Village to terminate the Contract and to pursue any other appropriate remedy.

The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

19. TERMS AND CONDITIONS. The terms and conditions of this document govern in the event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless the same is accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

20. DELIVERY. All time limits are of the essence. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

21. DELAYS/EXTENSION OF TIME. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the Village, or any employee of the Village or by a separate Contractor employed by the Village, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Village, the Village shall decide the extent of any delay and completion time shall be extended for such reasonable time as the Village may decide, in its sole discretion.

All claims for extensions must be in writing sent to the Village within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time, the claim shall be forfeited and invalidated.

22. TERMINATION FOR CAUSE. If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the Village Project Manager shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the Village, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the Village within five (5) business days after receipt of such notification, the Village may terminate the contract. If the Contract is so terminated, the Village may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the Village for any cost incurred by the Village thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

23. TERMINATION FOR CONVENIENCE. The performance of work or services under this Contract may be terminated in whole or part, upon five (5) business day's written notice when the Village determines, in its sole discretion, that such termination is in its best interest. The Village shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

24. SUSPENSION OR STOPPAGE OF WORK. The Village shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other Village affairs.

The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

25. CHANGES IN SCOPE OF WORK. The Village, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in this Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Village Project Manager.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the Village from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the Village Project Manager prior to starting extra work.

The Village Project Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

26. INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the Village Project Manager. No interpretation shall be considered binding unless provided in writing by the Village Project Manager. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

The Contractor shall not take advantage of any error or omission in the specifications. The Village shall make such corrections and interpretations as may be deemed necessary and such decision shall be final.

27. DEFECTIVE SUPPLIES/SERVICE. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the work shall be found to be defective or damaged before completion of the work and final acceptance by the Village, the Contractor shall make good such defect in a manner satisfactory to the Village, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

28. LEGAL REQUIREMENTS. All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

29. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

30. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and this Contract, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

31. DAMAGE TO PROPERTY. The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its agents, employees, or subcontractors in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner or the Village.

32. AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under the Contract shall be decided by the Village Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the Village Manager may be appealed to the Village Board of Managers in accordance with Section 24-41 of the Village Code.

33. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all costs, including reasonable attorney's fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

34. INDEMNIFICATION OF THE VILLAGE. The Contractor shall indemnify and save harmless the Village, its representatives, agents, officers and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent or wrongful act or omission, or failure to perform, of the Contractor, or the Contractor's, employees, servants, agents, or permitted subcontractors.

35. NO LIMITATION OF LIABILITY. The mention of any specific duty or liability of the Contractor in any part of these specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

36. MISCELLANEOUS PROVISIONS. Duties and obligations imposed by the Contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated. The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The Contractor shall not be permitted to do any work which will require the services of any Village employee, official, or agent on Village holidays, Saturdays or Sundays unless otherwise authorized by the Village Project Manager.

37. CONTRACT DOCUMENTS. This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents and are binding upon the Contractor:

a. Exhibit 1 – Scope of Work
b. Exhibit 2 – Contractor's Final Submitted Rate Sheet dated September 6, 2016
c. Required Affidavits and certifications
d. Certificate of Insurance and additional insured endorsement

38. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

39. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

40. NOTICES. Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by personal delivery or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

TO VILLAGE: Chevy Chase Village
Attn: Shana Davis-Cook, Village Manager
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

TO CONTRACTOR: Insurance Buyer's Council, Inc.
Attn: Thomas J. Krzys
9720 Greenside Drive
Cockeysville, MD 21030

41. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

42. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

43. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

44. WAGE RATES. Effective July 1, 2016 through June 30, 2017, the minimum wage rate payable to contractor and sub-contractor employees performing work under this Contract is $14.40 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2017, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2017, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

45. PROJECT MANAGER. For the purposes of this contract, the Village Project Manager shall be Shana Davis-Cook, Village Manger, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815 - (301) 654-7300 or such other person as may be designated by the Village Manager.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR: INSURANCE BUYERS COUNCIL, INC.	CHEVY CHASE VILLAGE
By: _____ (SEAL) Thomas J. Krzys, Senior Vice President	By: _____ (SEAL) Shana Davis-Cook, Village Manager

Approved as to form and legal sufficiency:

_____

Suellen M. Ferguson, Village Counsel

Exhibit 1

Scope of Work

Analysis of the Village's liability insurance coverage
Scope of Work

Required Services:

1. Analysis of the Local Government Insurance Trust (LGIT) renewal proposal and the Montgomery County Self-Insurance Program (MCSIP) proposal for property (including crime), auto, general liability, public officials liability and law enforcement liability coverages. Analysis must be based upon the following criteria:
    a. Scope of Coverage
    b. LGIT and MCSIP Services
    c. Reasonably Anticipated Net Cost
2. Development of an analysis and recommendation letter including the following:
    a. A detailed coverage comparison exhibit
    b. Discussion and narrative of the pools' available financial information, structure, retentions and reinsurance arrangements.

Exhibit 2

Contractor's Submitted Final Rate Sheet dated September 6, 2016

INSURANCE BUYERS' COUNCIL

Hourly Rates:

- Principal Consultant $165 per hour
- Senior Consultant $150 per hour
- Consultant $140 per hour
- Technical Analyst $125 per hour

Or as amended by agreement.

Billable Expenses:

In addition to the profession fees, the following expenses will be billed to the **Village**.

1. Automobile travel expenses incurred for trips beyond a thirty (30) mile radius of **IBC's** office (hereinafter referred to as the **Metropolitan Baltimore Area**) will be charged an amount per mile based on Internal Revenue Service guidelines;
2. All toll and parking expenses incurred;
3. Other means of travel will be billed at the actual expenses incurred;
4. For each day which requires an overnight stay away from the **Metropolitan Baltimore Area**, a flat per diem charge of $70, plus actual hotel expenses;
5. For each day at a location more than 75 miles away from the **IBC's** office, not requiring an overnight stay, a flat per diem charge of $45;
6. Any long distance telephone and facsimile charges;
7. Copying and related expenses for delivery of more than three reports and/or sets of specifications; and
8. Any other expenses incurred on behalf of the **Village**, including but not limited to Federal Express, UPS, etc.

Thomas J. Krzys

9/6/16

Date

Required Affidavits and Certifications

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Wage Requirements Certification

Each contractor and subcontractor must certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance.

An employer must comply with the Village's wage requirements during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The Village will inform the contractor of the adjustment to the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.

The contractor must submit a Wage Requirements Payroll Report at contract completion. The standard report form and instructions will be provided by the Village.

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Provide in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the Montgomery County Wage Requirements Law:

Contact Name		Title	
Phone Number		Fax Number	
E-mail Address			

I, _____, do hereby certify that
(Name of Contractor)
_____, and any and all of its subcontractors that perform services
(Name of Subcontractor)
under the resultant contract with the Village, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title	
Typed/printed name		Date	

CHEVY CHASE VILLAGE

Suspended or Barred Contractors Affidavit

I, _____, do hereby certify

that _____ has not been suspended or
(Name of Business Entity)

barred from participation in contract activities with any government.

_____
Signature

_____
Title

_____
Date

CHEVY CHASE VILLAGE
False Pretenses Affidavit

I, _____, the undersigned _____
(Office Held)

of _____, being first duly sworn on oath,
(Name of Business Entity)

affirms and says this _____ day of _____, 2016 that I hold the aforementioned office in

_____
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Village, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

_____(SEAL)

To be signed by Contractor, if the Contractor is an Individual; or by a Partner, if the Contractor is a Partnership; or by a duly authorized Officer, if the Contractor is a Corporation.

CHEVY CHASE VILLAGE
Affidavit of Non-Conviction

I hereby affirm that:

(1) I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

(2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

(3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

(4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

(5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle

(6) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

_____

_____

I acknowledge that this affidavit is to be furnished, where appropriate, to Chevy Chase Village, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Chevy Chase Village may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and

Procurement Article of the Annotated Code of Maryland. which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

_____	_____	_____
Date	Signature	Printed Name

Certificate of Insurance

INSUBUY-01 POOJARIVD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Maryland, Inc.
P.O. Box 13784
Newark, NJ 07188-0784

CONTACT NAME: Certificate holder
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Underwriters Insurance Company	30104
INSURER C : Sentinel Insurance Company Ltd.	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Insurance Buyers' Council, Inc
9720 Greenside Drive
Suite 1E
Cockeysville, MD 21030

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		30 SBA EP0301 SA	07/30/2016	07/30/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		30 UEC TL6156	07/30/2016	07/30/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			30 SBA EP0301 SA	07/30/2016	07/30/2017	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		30 WEC LG1921	07/30/2016	07/30/2017	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Personal Property			30 SBA EP0301 SA	07/30/2016	07/30/2017	Special Form / RC	342,300

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, MD 20815

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Pamela Tyson

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CB Malaga Insurance Services LLC
MD License # NPF 100051568
840 Apollo Street, Suite 125
El Segundo CA 90245

CONTACT NAME: Marie Meggs
PHONE (A/C, No, Ext): (310) 796-9056 FAX (A/C, No): (310) 796-9054
E-MAIL ADDRESS: mjm@cbspecialty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Insurance Buyers' Council, Inc.
9720 Greenside Drive, Suite 1E
Cockeysville MD 21030

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Errors and Omissions			MPP 0038882 04	07/30/2016	07/30/2017	$3,000,000 Limit, Each Claim $3,000,000 Limit, Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase MD 20815

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marie Meggs

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

From the desk of…

Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
Facsimile (301) 907-9721
michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Shana Davis-Cook, Village Manager

From: Michael Younes, Director of Municipal Operations

CC: Board of Managers

Date: 9/7/2016

Re: Contract Award Recommendation – Consulting Engineering Services

---

I have reviewed the six (6) proposals received in response to the publicly advertised Request for Proposals (RFP); however, one bid was marked as unresponsive. Based on my review of the qualified proposals, **I recommend contract award to Rummel, Klepper & Kahl, LLP (the Consultant).**

Background

Since 2013, the Village has been working with a civil engineer to consult on water drainage issues both on private property and on public lands.

Earlier this year, the Village's consulting civil engineer, Mr. Bill Bissell accepted a full-time position with a company and is no longer providing consulting services for municipal governments. At Mr. Bissell's recommendation the Village had engaged the firm of Oyster, Imus, Petzold & Associates, LLC (OIPA), which is located in Wheaton. The firm is also under contract with the Town of Chevy Chase to provide consulting engineering services.

Unfortunately, the Village's experience with OIPA has not been very positive and they have not been fully responsive to the Village staff's requests. Accordingly, staff recommends that the Village engage a different firm.

In order to capture the full scope of possible services that the consulting engineering contract might include, proposals and billing rates were requested for a hydrologic and traffic engineer, surveyor crew and a CADD drawer when needed to prepare plans/drawings. In addition to the required personnel and billings rates requested as part of the RFP, several proposers included additional rates for other personnel to supplement the contract if needed.

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Responsiveness of Proposal

As part of the Consultant's submitted proposal, all required materials and requests for information as stipulated in the RFP were addressed successfully. The submitted proposal was arranged and broken down into sections relating directly to the questions and materials requested in the RFP in a clear and methodical manner.

Technical Experience

The Consultant has extensive experience working on state, local and municipal traffic, hydrology and survey projects for over eight (8) decades. The Consultant specializes in multi-discipline planning, engineering, environmental and construction services.

The Consultant has provided as part of their proposal several projects that demonstrate their direct experience working on traffic, hydrologic and survey related projects in urban areas including several municipal jurisdictions.

The Consultant has past contract experience with the Village as the survey, design, engineering and construction management/inspection consultant for the Brookville Road sidewalk project, among others. In addition, the Consultant has a familiarity with the permitting regulations and requirements of the Village and the Montgomery County Historic Preservation Commission.

One of the primary focuses for the Consultant will be to advise Village staff and review water drainage plans and issues on both private and public property. Additionally, the Village has begun preliminary research into installing storm drainage infrastructure on Village streets that currently do not have any in an effort to mitigate the growing problem of storm water runoff. The Consultant has abundant experience advising and designing similar systems for the state and county and they are well versed in what is required by the various regulatory and permitting agencies.

References

All of the contacted references for the Consultant stated that they would recommend the Consultant. References stated that they have been very happy with the Consultant's level of service and responsiveness. References commended the Consultant for their attention to detail and knowledge of what is required to complete work on-time, within budget and within stated specifications. Several references stated that the Consultant routinely brought new and innovative ideas to solving complex problems.

References also stated that the Consultant has a wide range of experience and expertise working with various permitting agencies such as Montgomery County, the Maryland Department of the Environment and the State Highway Administration.

The Consultant has experience working for the Village on various survey and engineering projects, such as the Brookville Road sidewalk project, Newlands Park regrading

(following the County storm drain project), conducting a photometric survey of Village streetlights and a metes/bounds survey of the Cedar Parkway unimproved public right-of-way. During all of these projects our experience has been very positive; the Consultant has always completed its work in a timely manner with the Village's interest being primary.

Proposal Pricing

Below please find a summary of the total proposal price submitted:

All rates are per hour		**Rummel, Klepper & Kahl, LLP**	**A. Morton Thomas, Inc.**	**Sabra, Wang and Associates**	**Shelly and Loy**[1]	**Stantec**	**CPH, Corp.** *(unresponsive)*
Hydrologic Engineer		$109.50	$120	$150	$105	$140	
Traffic Engineer		$109.50	$120	$150	$153	$140	
Survey Crew		$135	$130 - $160	$120	$125	$140	
CADD Technician		$87	$75	$75	$95	$100	
Additional Personnel Rates Provided (not required)							
Project Manager		$150	---	---	---	$140	
Professional Land Surveyor		$104	$120	---	---	---	
Survey Technician		$88.50	---	---	---	---	
Principal		---	---	---	---	$200	
Landscape Architect		---	---	---	---	$100 - $150	
Arborist		---	---	---	---	$100	
QA/QC Technician		---	---	---	---	$125	

Recommendation

Upon review and analysis of the documents submitted by all qualified proposers, technical experience and a favorable assessment by references submitted by the Consultant, **I recommend contract award to Rummel, Klepper & Kahl, LLP to provide consulting engineering services to the Village.**

As is the policy with all contracts, Village Counsel has reviewed the enclosed contract and has approved all contractual terms.

[1] Proposal pricing also included reimbursement for all direct expenses.

<u>Board Action Required</u>

Contract Authorization Request:

Draft Motion:
*I move to **AUTHORIZE** the Village Manager to enter into a contract with Rummel, Klepper & Kahl, LLP to provide consulting engineering services to the Village.*

Attachment:

(1) Professional Services Contract

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") made this ___ day of _____, 2016, by and between CHEVY CHASE VILLAGE, a municipal corporation organized and existing under the Laws of Maryland, hereinafter referred to as the "VILLAGE", and "RUMMEL, KLEPPER AND KAHL, LLP", hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Contractor and the Village are collectively referred to herein as, the "Parties"

WHEREAS, the Village desires to obtain professional services as more specifically described in the specifications identified as Exhibit 1 and attached hereto; and

WHEREAS, the Village desires to retain the services of the Contractor to perform said services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Contractor desires to provide these services to the Village.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described in, and be bound by, the terms and conditions set forth in the specifications identified and attached hereto as Exhibit 1 (the "Scope of Work") and incorporated herein by reference, provided, however, that in the event any terms or conditions of the Scope of Work conflict with this Contract, the terms and conditions of the Contract shall prevail.

2. CONTRACT TERM. The initial term of this Contract is September 13, 2016 to September 12, 2018. Time is of the essence as to the Contractor's performance hereunder. Upon written notice to the Contractor prior to the expiration of the initial term or additional term, this Contract may be extended by the Village on the same terms and conditions, in its sole discretion, for up to three (3) additional terms of one (1) year each. Time is of the essence as to the Contractor's performance hereunder.

3. COMPENSATION. The Village agrees to pay to the Contractor in accordance with the hourly rates included in Contractors Final Proposal (Exhibit 2) for performance of the engineering work. The hourly rates shall apply throughout the initial two-year term of the Contract. The contract price for each line item listed on Exhibit 2 shall be adjusted annually following the initial two-year term on September 1 to reflect any increase or decrease in the Consumer Price Index for all urban consumers for the Washington- Baltimore metropolitan area ("CPIU") during the period measured from the July of the prior contract year to the July of the current contract year (e.g., the change in the CPI-U from July 2017 to July 2018 would apply to the contract prices for the year starting September 1, 2018).

4. LICENSES AND PERMITS. The Contractor shall possess and keep all licenses and permits valid for the entire duration of the term of the Contract or any renewals thereof and promptly provide evidence of such renewals to the Village as appropriate.

5. CAPACITY TO PERFORM. The Contractor, by executing this contract, represents that all equipment and personnel necessary for providing the described services is in working order and available, that materials needed are now in stock or will be available so as not to delay timely performance, and that all personnel needed are available or will be available by the date work is to commence.

6. INDEPENDENT CONTRACTOR. The Contractor shall perform approved services under this Contract as an independent contractor and shall not be considered an agent of the Village nor shall any of the Contractor's employees or agents be subagents of the Village.

7. INSURANCE.

a. Contractor will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, professional errors and omissions, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the Village as an additional insured with an additional insured endorsement, with the exception of the workers compensation insurance professional liability insurance.

i. Comprehensive General Liability Insurance:
   (1) Personal injury liability insurance with a limit of $1,000,000 each occurrence/aggregate;
   (2) Property damage liability insurance with limits of $1,000,000 each occurrence/aggregate.

   All insurance shall include completed operations and contractual liability coverage.

ii. Automobile Liability Coverage: Automobile fleet insurance $1,000,000 for each occurrence/ aggregate; property damage - $500,000 for each occurrence/aggregate.)

iii. Professional Liability Insurance: The Contractor shall also provide proof of professional liability insurance in the amount of $1,000,000 for each claim/aggregate and shall provide to the Village certificates of insurance evidencing the same.

iv. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of $500,000. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the Village under this Agreement. Copies of the certificates of insurance and additional insured endorsement for all required coverage shall be furnished to the Village within five (5) business days following the execution of this contract and prior to commencement of any work. The Village shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein. The Village shall be included on such certificates of insurance, with the exception of the workers compensation insurance.

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

b. The Contractor shall also furnish to the Village a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the Village.

c. All accidents resulting in injury to or death of persons or damage to property of others arising out of the performance, or suits instituted against the Contractor and/or Village arising out of such accidents shall be reported promptly to the Village Project Manager. So much of the moneys due or to become due the Contractor under this Contract, as may be considered necessary by the Village shall be retained until such suits or claims for damages have been settled or otherwise disposed of and satisfactory evidence to that effect is furnished to the Village.

8. OTHER PAYMENTS; EXPENSES; TAXES. The Village will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Village shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Contract except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent contractor of the Village, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the Village for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby. The Village is a non-taxable entity. No sales tax is to be charged by the Contractor to the Village municipal government for supplies or materials furnished in the

performance of work under this Contract. State of Maryland Sales Tax Exemption Certificate No. 30042148, a copy of which is available to the Contractor.

9. PERSONNEL, EQUIPMENT AND MATERIALS. The Contractor shall furnish the necessary supervision, crew(s), the specified equipment and all materials and/or supplies, as may be required for efficient and safe execution of the services. Precaution shall be exercised at all times for the protection of persons and property during in the Village. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws and regulations.

The Contractor shall, upon receipt of written notice from the Project Manager that he has not satisfactorily complied with the foregoing requirements, promptly take such measures and provide such means and labor to comply therewith as the Project Manager may reasonably direct. The Contractor shall not be relieved of his obligations under the Contract by any such notice or directions given by the Project Manager, or by his neglect, failure or refusal to give such notice or directions. In case the Contractor shall not comply with any order with respect to guarding the Work, or public and private properties, within 24 hours of receipt of written notice from the Project Manager, the Project Manager may provide the required protection and the cost thereof will be deducted from any monies due or to become due the Contractor under the Contract Documents. The Contractor shall not be relieved of his obligations under the Contract Documents by any such action of the Project Manager.

10. ENGLISH LANGUAGE. The Contractor shall appoint one or more personnel members or supervisors to act as liaison with the Village and emergency service personnel. All liaisons shall be fluently bi-lingual in English and the Contractor's and/or sub-contractor's employees' language(s) and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

11. TELEPHONE NUMBERS. The Contractor shall furnish the Village with the name and telephone number of the Contractor or of a representative who can be reached at such number during the business days and an emergency number where a representative can be reached at night or on weekends and holidays.

12. SUBCONTRACTING. None of the services covered by this Contract shall be subcontracted without the prior written consent of the Village. Any request for consent to subcontract any portion of the work shall include: 1) a description of the work to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the qualifications of the subcontractor. The Contractor shall be as fully responsible to the Village for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. There shall be no contractual relationship between the Village and any subcontractor. The Contractor will require all subcontractors to have in effect at all times the same insurance coverage required herein for the Contractor for negligent acts, errors, and

omissions of subcontractors and their employees and the Village shall be named as an additional insured.

13. ASSIGNMENT. This Contract shall be binding and inure to the benefit of all successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, the Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the Village which may be withheld in the Village's sole discretion. The Contractor shall not assign any monies due or to become due to him hereunder without the prior written consent of the Village.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

15. STANDARDS OF WORK. The Contractor shall furnish business administration and superintendence and strive to complete the work in an economical manner consistent with the Village's interests. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel under the supervision of a licensed professional engineer, surveyor or appropriate professional manner, and in conformance with the standards and specifications applicable in the industry.

16. ACCEPTANCE AND PAYMENT. The Village will inspect all work in the performance under this Contract for compliance with specifications and in satisfactory condition. Except as provided elsewhere herein or in any addendum hereto, after the work is accepted by the Village, the Contractor shall submit a request for payment.

Acceptance by the Contractor of monthly payment shall operate as a release to the Village and every officer and agent thereof, from all claims and liabilities to the Contractor for payment of anything done or furnished or relating to the work under the contract during that month.

17. INVOICES. Requisitions for payment shall include a complete description of the services rendered and materials supplied by the Contractor, providing the dates services were rendered.

18. ACCURATE INFORMATION, ACCOUNTING AND AUDIT. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the Village. The Contractor certifies that all information provided to the Village is true and correct and can be relied upon by the Village in awarding, modifying, accepting services, making payments, or taking any other action with respect to this contract. Any false or misleading information is a ground for the Village to terminate the Contract and to pursue any other appropriate remedy.

The Contractor certifies that its accounting system conforms to generally-accepted accounting principles, is sufficient to comply with the Contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

19. TERMS AND CONDITIONS. The terms and conditions of this document govern in the event of a conflict with any terms of the Contractor's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless the same is accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

20. DELIVERY. All time limits are of the essence. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

21. DELAYS/EXTENSION OF TIME. If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the Village, or any employee of the Village or by a separate Contractor employed by the Village, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the Village, the Village shall decide the extent of any delay and completion time shall be extended for such reasonable time as the Village may decide, in its sole discretion.

All claims for extensions must be in writing sent to the Village within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes itself to have suffered. If statement is not received within the prescribed time, the claim shall be forfeited and invalidated.

22. TERMINATION FOR CAUSE. If the Contractor fails to deliver any of the supplies, materials or services in a timely manner, abandons the work under the contract, fails to correct defective work or persistently fails to carry out its work in accordance with the Contract documents, or if the Village Project Manager shall be of the opinion that the performance of the work is unnecessarily or unreasonably delayed, or that the Contractor is executing the Contract in bad faith, the Village, by written notice, may order the Contractor to stop the entire work, or any portion thereof, until the cause for such order has been eliminated. Should the Contractor fail to correct such default, or provide an explanation satisfactory to the Village within five (5) business days after receipt of such notification, the Village may terminate the contract. If the Contract is so terminated, the Village may take over the performance of the work by contract or otherwise and the Contractor shall be liable to the Village for any cost incurred by the Village thereby. Such costs shall be deducted from any funds that may otherwise be due to the Contractor.

23. TERMINATION FOR CONVENIENCE. The performance of work or services under this Contract may be terminated in whole or part, upon five (5) business day's written notice when the Village determines, in its sole discretion, that such termination is in its best

interest. The Village shall be liable only for those goods and services satisfactorily furnished and completed prior to the effective date of such termination.

24. SUSPENSION OR STOPPAGE OF WORK. The Village shall have the authority to suspend work of the Contractor, wholly or in part, for each period or periods as it may deem necessary due to unsuitable weather or such other conditions considered unfavorable for proper performance of the work, or for such time as is necessary to avoid interference with other Village affairs.

The Contractor shall not suspend or stop work which has been ordered by the Village without first obtaining proper authority to do so.

25. CHANGES IN SCOPE OF WORK. The Village, without invalidating the Contract, may order written changes in the work consisting of additions, deletions or modifications of the services covered in this Contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Village Project Manager.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the Village from a change in the work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Such work must be authorized, in writing, by the Village Project Manager prior to starting extra work.

The Village Project Manager shall have authority to order minor changes in the work not involving an adjustment to the Contract sum or extension of time and not inconsistent with the intent of the Contract documents. Such changes shall be effected by a written change order.

26. INTERPRETATION. Any questions concerning conditions and specifications shall be directed in writing to the Village Project Manager. No interpretation shall be considered binding unless provided in writing by the Village Project Manager. The execution of this Contract shall be prima facie evidence that the Contractor thoroughly understands the terms and specification.

The Contractor shall not take advantage of any error or omission in the specifications. The Village shall make such corrections and interpretations as may be deemed necessary and such decision shall be final.

27. DEFECTIVE SUPPLIES/SERVICE. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor.

If the work shall be found to be defective or damaged before completion of the work and final acceptance by the Village, the Contractor shall make good such defect in a manner satisfactory to the Village, without extra compensation even though said defect or injury may have not been due to any act or neglect of the Contractor.

28. LEGAL REQUIREMENTS. All materials, equipment, supplies and services shall conform to applicable federal, state, and local laws and regulations.

29. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Contractor agrees to comply with all applicable federal, state and local laws relating to discrimination in employment.

30. COMPLIANCE WITH LAWS. The Contractor shall observe and comply with all federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold harmless the Village, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor, the Contractor's agents or subcontractors. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance, and/or regulation and this Contract, the Contractor will so advise the Village and the Village will decide which law, ordinance, and/or regulation shall be followed.

31. DAMAGE TO PROPERTY. The Contractor shall be responsible for any damage to public and private property caused by the Contractor, its agents, employees, or subcontractors in the course of the performance of this Contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant, owner or the Village.

32. AUTHORITY OF THE VILLAGE MANAGER IN DISPUTES. Any dispute concerning a question of fact arising under the Contract shall be decided by the Village Manager who shall notify the Contractor in writing of the Manager's determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the Contract. The decision of the Village Manager may be appealed to the Village Board of Managers in accordance with Section 24-41 of the Village Code.

33. ENFORCEMENT. If, at any time, the Contractor is in default of any of its obligations under this Contract, the Village shall be entitled to all costs, including reasonable attorney's fees, incurred in securing the performance of any obligations under this Contract and/or in prosecuting a claim for damages arising from the Contractor's default.

34. INDEMNIFICATION OF THE VILLAGE. The Contractor shall indemnify and save harmless the Village, its representatives, agents, officers, and employees, from all suits, actions, liability, damages, expenses (including, but not limited to court costs and attorneys' fees), and demands for personal injury or property damage, and other expenses or losses, suffered or arising out of or caused by any negligent or wrongful act or omission of the Contractor, or the Contractor's representatives, agents, officers, subcontractors or employees.

35. NO LIMITATION OF LIABILITY. The mention of any specific duty or liability of the Contractor in any part of these specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

36. MISCELLANEOUS PROVISIONS. Duties and obligations imposed by the Contract documents and the right and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated. The failure of the Village to enforce any provision of this Contract shall not be construed as a waiver or limitation of the Village's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The Contractor shall not be permitted to do any work which will require the services of any Village employee, official, or agent on Village holidays, Saturdays or Sundays unless otherwise authorized by the Village Project Manager.

37. CONTRACT DOCUMENTS. This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents and are binding upon the Contractor:

a. Request for Proposals
b. Exhibit 1 – Scope of Work
c. Exhibit 2 – Contractors Final Submitted Proposal dated August 18, 2016
d. Required Affidavits and certifications
e. Certificate of Insurance and additional insured endorsement

38. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law without regard to its conflict of laws provisions. The Contractor, by execution of this Contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this Contract and further consents to venue in Montgomery County, Maryland.

39. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

40. NOTICES. Any written communication, and any communication, notice, or order required by the Contract Documents to be in writing, may be served by personal delivery or sent by certified mail, with proper postage affixed and return receipt requested, by electronic transmission with receipt, by facsimile transmission or by overnight delivery carrier to the parties at the following addresses:

TO VILLAGE: Chevy Chase Village
Attn: Shana Davis-Cook, Village Manager
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

TO CONTRACTOR: Rummel, Klepper & Kahl, LLP
Attn: Thomas E. Mohler, PE
81 Mosher Street
Baltimore, MD 21217

41. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the Village and the Contractor, and the parties shall not be bound by any prior negotiations, representations or promises not contained herein.

42. TIME OF ESSENCE. The Contractor acknowledges that time is of the essence in providing the services under this Contract.

43. SEVERABILITY: If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

44. WAGE RATES. Effective July 1, 2016 through June 30, 2017, the minimum wage rate payable to contractor and sub-contractor employees performing work under this Contract is $14.40 per hour. The hourly wage rate payable to contractor and sub-contractor employees performing work under this Contract shall be adjusted on July 1 of each year of the initial and extended contract term, beginning July 1, 2017, by the annual average increase, if any, in the CPIU, or any successor index, for the previous calendar year, as certified by the Chief Administrative Officer for Montgomery County pursuant to Sec. 11B-33A of the Montgomery County Code. The Contractor must submit a Wage Requirement Payroll Report on a yearly basis, beginning on July 1, 2017, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

45. PROJECT MANAGER. For the purposes of this contract, the Village Project Manager shall be Ellen Sands, Permitting and Code Enforcement Coordinator, 5906 Connecticut Avenue, Chevy Chase, Maryland 20815 - (301) 654-7300 or such other person as may be designated by the Village Manager.

IN WITNESS WHEREOF, the Village and the Contractor have executed this Contract under seal as of the date first written above.

CONTRACTOR: RUMMEL, KLEPPER & KAHL, LLP	CHEVY CHASE VILLAGE
By: _____ (SEAL) Thomas E. Mohler, PE, Partner	By: _____(SEAL) Shana Davis-Cook, Village Manager

Approved as to form and legal sufficiency:

_____
Suellen M. Ferguson, Village Counsel

Exhibit 1

Scope of Work

1. **DEFINITIONS**

A. Village: Chevy Chase Village, Chevy Chase, Maryland. An incorporated Municipality in Montgomery County, Maryland.

B. Contractor: the corporation, company, partnership, or other entity or individual, which enters into this Contract with the Village.

C. Manager: the individual employed by the Village responsible for management and operations of the Village government.

D. Village Project Manager: the individual employed by the Village responsible for the management and oversight for all worked performed under the Contract.

E. Contract: the Contract agreement which the successful bidder will be required to sign following its selection for consulting engineering services.

2. **GENERAL CONTRACT TERMS**

A. The Village estimates a total of 60 hours of consulting engineering services related to various matters including but not limited to storm water drainage/runoff on private and public property, traffic engineering and planning and surveying, will be contracted per fiscal year (July 1 – June 30) based on specified hourly rates as outlined in the Contractor submitted proposal.

B. The Contractor is required to furnish the necessary supervision, crew(s), equipment, materials and supplies required for the efficient and safe execution of the duties as defined below and ordered pursuant to the Contract.

C. The Contractor shall not assign any minors or undocumented aliens for the performance of work under the Contract.

D. Work under the Contract shall be performed only after receiving a written notice to proceed from the Village Project Manager.

E. The Manager reserves the right to engage contractors outside the Contract at any time it is found to be in the best interest of the Village.

F. The Contractor shall, when requested by the Village Project Manager, provide its best estimate of the labor, equipment and material costs necessary to complete a specific job.

3. CONSULTING ENGINEERING SERVICES

A. Serve as the Village's consulting engineer when requested by the Village to advise Village personnel or conduct various engineering services including but not limited to storm water drainage/runoff matters on private and public property, traffic engineering and planning and surveying.

B. Specific responsibilities may include, but are not limited to, the following:

1. Water Drainage:
    a. Review and make recommendations on storm water drainage plans and storm water management improvements submitted to the Village for permitting and recommend individual site modifications and design of facilities. All reviews must be completed in accordance with both Montgomery County and Chevy Chase Village Code.

    b. As directed by the Village Project Manager, meet with applicants and their design engineer(s) regarding design and installation of proposed storm water management facilities

    c. Consult with Village staff and provide recommendations on storm water management and mitigation issues on Village owned and maintained land.

2. Traffic Engineering and Planning:
    a. Assist and provide guidance to Village staff in reviewing requests for traffic control signage such as stop sign requests, speed limit modifications and parking restrictions.
    b. Assist and provide guidance to Village staff in evaluating the installation of various traffic calming measures such as speed bumps, intersection modifications and traffic flow pattern changes.

3. Surveying:
    a. Conduct metes and bounds and asset surveys and draft survey plats/plans of Village rights-of-way, parks, parcels or greenspace to confirm property boundaries or to support various Village projects.

4. As requested, advise the Village Board of Managers and attend Board meetings. (Meetings begin at 7:30 p.m.)

4. SERVICES TO VILLAGE RESIDENTS

A. Chevy Chase Village residents' rights to quiet enjoyment of their homes are a priority under the contract.

B. In no case is any special accommodation to be made for compensation from a resident or other party to the Contractor or the Contractor's workers. Any requests of this type are to be reported directly and promptly to the Village Project Manager.

5. BILLING RULES AND METHODS OF PAYMENT

A. Only the performance time of the Contractor and Contractor's other employees providing services to the Village is to be billed to the Village at the agreed upon rates in the Contractor' final submitted rate sheet.

B. Billable hours shall not include travel time, or allowances for training, preparation, maintenance, lunch, rest, equipment breakdowns and the like, which are not compensable under the Contract.

C. Reimbursables, if required, such as printing and delivery costs are eligible for payment.

D. The Contractor shall submit monthly invoices with supporting documentation outlining the work performed upon which the work was performed and any materials used.

E. All such invoices shall be addressed to the Village Project Manager, who shall either notify the Contractor of any errors or process the statement for payment within thirty (30) days of receipt of the statement.

6. RECORD RETENTION AND AUDIT

A. The Contractor must maintain personnel time sheets and corresponding payroll records for the entire period of the Contract and for no less than three (3) years thereafter.

B. The Village Project Manager may, no less than ten (10) days following notice to the Contractor, examine such billing back-up reports, sheets and records at the Contractor's place of business or require that they be brought to the Village office during normal business hours.

7. PERFORMANCE ONLY BY CONTRACTOR

No assignment by the Contractor of the contract may be made to other contractors or subcontractors without prior written approval of the Manager.

8. PRICING PROPOSAL

Proposers must provide rates hourly rates for all items listed below. Failure to respond to any or all of the items may result in the disqualification and rejection of the proposal.

1. Hydrologic Engineer
2. Traffic Engineer
3. Survey crew (including required equipment)
4. CADD Technician

9. PROPOSALS BINDING FOR 60 DAYS

Proposals shall remain binding for 60 calendar days after the date they are due.

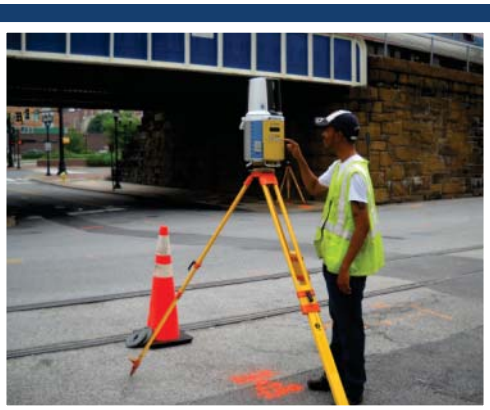
Exhibit 2

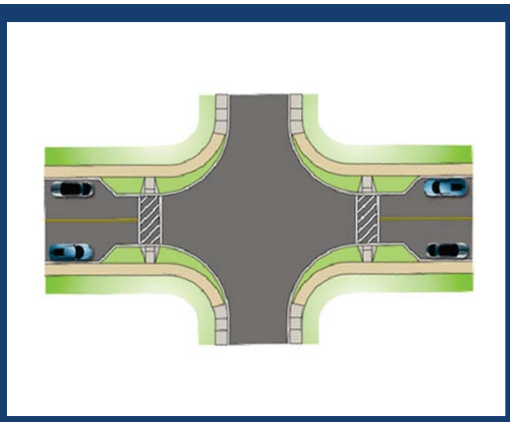
Contractors Submitted Final Proposal August 18, 2016

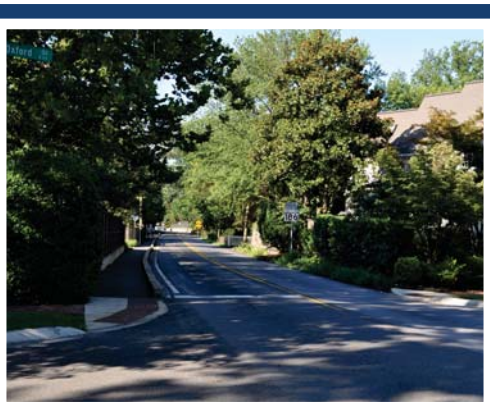
CHEVY CHASE VILLAGE
ESTABLISHED 1890

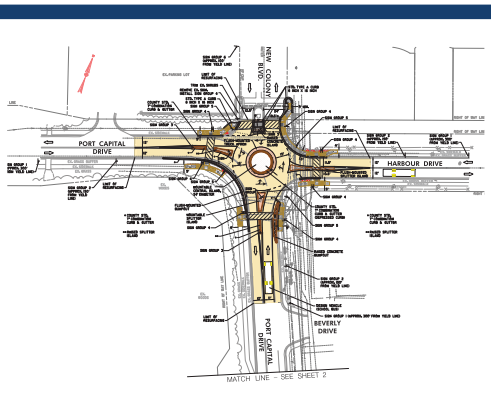
RK&K

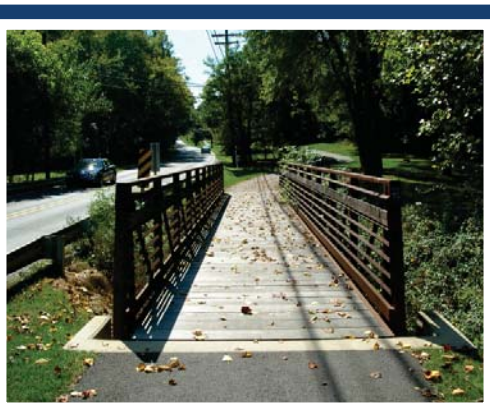
Chevy Chase Village
Consulting Engineering Services











August 18, 2016

A

Title Page

RK&K

300 M Street, SE, Suite 880 | Washington, DC 20003 | P 202.479.2707 | F 855.263.6293 | www.rkk.com

August 18, 2016

Mr. Michael W. Younes, PMP
Director of Municipal Operations
Chevy Chase Village
5906 Connecticut Avenue
Chevy Chase, Maryland 20815

RE: **Consulting Engineering Services**
Chevy Chase Village
RK&K's US Treasury Department EIN # 52-0599112
RK&K's State of Maryland EIN # 0037565008
RK&K's State of Maryland SIT ID # 0155335

Dear Mr. Younes:

Rummel, Klepper & Kahl, LLP (RK&K) is pleased to submit three hard copies and one electronic version of our proposal to Chevy Chase Village (CCV) for consulting engineering services in response to the RFP received on July 8, 2016. Our Team is very proud of our past work on the *Brookville Road Sidewalk Improvements* Project and is excited with this opportunity to continue providing consulting engineering services to the Village. We understand the challenges of a local municipality within a congested, urban setting such as CCV. Effective support to CCV must be responsive, flexible and adaptive to Village Board decisions and resident concerns, while producing workable solutions and high quality deliverables. RK&K stands ready to deliver and meet CCV's contract needs.

Founded in 1923, RK&K has served clients throughout the mid-Atlantic and Southeastern regions by providing multi-discipline planning, engineering, environmental and construction phase services. Ranked #69 on the *Engineering News Record's* 2016 listing of the Top 500 Design Firms, RK&K offers innovative and creative solutions from our 22 offices in eight states and Washington, DC. With RK&K's award-winning and diversified staff of more than 1,200 professionals, the firm is experienced in an array of disciplines, including planning, design and construction management/inspection/engineering for transportation, civil/site, water resources, environmental, infrastructure, utility and energy projects. RK&K collaborates with clients, teaming partners, stakeholders and the community to develop effective solutions building consensus among team members and enable our clients to achieve their goals.

RK&K is managed by four equal partners within a limited liability partnership; current partners include J. Michael Potter, PE, DBIA, CCM; Thomas E. Mohler, PE; Michael W. Myers, PE; and Mark M. Dumler, Esq., CPA. Working closely with these partners are Senior Directors and Directors - key leaders who manage and coordinate projects and staff, serve as liaisons with clients and subconsultants, and enhance projects with their vital technical expertise and leadership skills. RK&K presently has 35 of these leaders throughout the firm.

RK&K is one of the most respected engineering firms in the region. The firm has received numerous awards and recognition from clients and professional organizations for work performed on many diverse projects. We are a full-service firm providing creative solutions to our clients. What sets us apart from many other local and regional firms is our people. The RK&K Team is known for its technical know-how, over-the-top personal service and - most importantly – successfully achieving our clients' goals.

We have carefully reviewed the Scope of Work and understand CCV is soliciting a Team to provide a wide range of engineering services across a broad spectrum of disciplines, including storm drainage and stormwater management (SWM), traffic engineering and planning, surveying, and potentially advising the Village Board of Managers and attending Board meetings. RK&K is well suited to provide CCV with a highly skilled and diverse Team of planning and design professionals who are excited to assist in developing high quality deliverables. RK&K

has more than 30 years of proven experience supporting local and municipal agencies and on-call contracts in the Washington Metropolitan area. The RK&K Team is prepared to provide CCV with the requested expertise, as needed, throughout the life of the contract.

RK&K's specific contract attributes include:

- **Extensive technical expertise and resources** in water resources and SWM; traffic engineering planning, analysis and design; surveying; and engagement of stakeholders and public outreach.
- **Significant experience and knowledge of local protocols** providing civil/structural/traffic services under similar ongoing contracts for the City of Takoma Park, City of Rockville, Baltimore City, District of Columbia; Montgomery, Prince George's, Howard and Anne Arundel Counties; and Maryland State Highway Administration (SHA) District 3.
- **National expertise** with experience on similar contracts and notable project assignments with DOTs, environmental departments, watershed organizations, community partnerships in states such as Delaware, Virginia, West Virginia, North Carolina, Florida, Texas and the District of Columbia.
- **Recent history of success** (providing stormwater/traffic engineering/survey engineering services on more than 200 task orders) with local clients.
- **Depth and diversity of staff** with knowledge of latest technologies who can perform multiple simultaneous stormwater/traffic engineering/survey assignments at any given time.
- **Successful track record with Chevy Chase Village** from our past work on the *Brookville Road Sidewalk Improvements*.
- **Commitment to providing Chevy Chase Village** with highly responsive, creative and comprehensive engineering services.

RK&K will manage this project from our two closest offices located in Baltimore and Washington, DC (neither more than 45 minutes from CCV), providing an elevated, responsive approach to ensure successful completion of every task. For more than 93 years, we have maintained a satisfied client base in the mid-Atlantic region through our proven track record of attracting, growing and retaining highly qualified and experienced personnel. Our dedication to quality and cost-efficient services has resulted in approximately 90% of RK&K's workload being derived from repeat and long-term client relationships. We value the collaboration and team work with Chevy Chase Village, which led to the successful completion of the *Brookville Road Sidewalk Improvements* project and will provide the same commitment to developing and implementing successful solutions for tasks assigned under this contract.

Thank you again for the opportunity to share our capabilities, experience and excitement for providing engineering services to Chevy Chase Village. We look forward to your response in the near future. Please feel free to contact me via email (tmohler@rkk.com), telephone (410.728.2900) or facsimile (410.728.2834).

Sincerely,
RUMMEL, KLEPPER & KAHL, LLP

Thomas E. Mohler, PE
Partner

Enclosure
cc: RJA/SCC
RJG

B

Table of Contents

TABLE OF CONTENTS

a. Title Page

b. Table of Contents i

c. Related Experience ..... 1 - 14

d. References 1

e. Key Personnel ..... 1 - 3

f. Personnel Credentials ..... 1 - 22

g. Hourly Rates 1

Appendix: Required Forms

Professional Services Contract 1
Professional Services Sample Contract

Non-Collusion Affidavit (Attachment D)

Affidavit of Non-conviction (Attachment E)

False Pretenses Affidavit (Attachment F)

Suspended or Barred Contractors Affidavit (Attachment G)

Wage Requirements Certification (Attachment H)

CHEVY CHASE VILLAGE
ESTABLISHED 1890

C

Related Experience

RK&K

OVERVIEW

The RK&K Team has been structured to respond fully to CCV's need for a multidisciplinary civil engineering Team, providing CCV with the required professional storm drainage and stormwater management, traffic, survey and related services. The RK&K Team will provide deep and diverse technical and managerial depth enabling us to effectively perform all of the anticipated services – and more! In addition, RK&K has tremendous experience providing civil/drainage/SWM/traffic engineering services through open-end contracts. Since 1984, RK&K has completed numerous projects with varying tasks – large and small – under open-end contracts for several state and local public works and transportation agencies, including Chevy Chase Village, the City of Takoma Park, City of Rockville, Town of Mount Airy, Montgomery County Department of Transportation (MCDOT), Prince George's County Department of Public Works and Transportation (DPW&T), the District of Columbia Department of Transportation (DDOT), Anne Arundel County Department of Public Works (DPW), Frederick County DPW, Baltimore City DPW, Baltimore County DPW, Cecil County DPW, Harford County DPW, Howard County DPW, Washington County DPW, SHA, Maryland Transit Administration (MTA), and the Maryland Transportation Authority (MDTA).

The RK&K Team is fully capable of efficiently performing a wide variety of task assignments – large and small - concurrently completing multiple assignments, meeting the schedule and budget requirements – and most importantly, delivering quality engineering documents resulting in highly functional and sustainable improvements to the citizens of CCV. Our relevant project experience is presented below.

PROJECT EXAMPLES

BROOKVILLE ROAD SIDEWALK IMPROVEMENTS, CHEVY CHASE VILLAGE, MD: RK&K provided preliminary and final engineering services for this unique and challenging sidewalk improvement project for historic CCV. RK&K's services included natural resources inventory, tree assessment/surveys, topographic/property surveys, geotechnical investigation, utility assessment/coordination, preparation of permit applications, right-of-way (ROW) plats, hydrologic/hydraulic (H/H) analyses, alternatives analysis, cost/impact assessment, public outreach (including preparation of displays and photo renderings), preliminary, semi-final and final design plan/profile/details/cross-sections, storm drainage, stormwater management, retaining walls, tree protection, traffic control, sediment control, signing, pavement markings, coordination of utility relocations with WSSC and PEPCO facilities and construction phase services.

The project was designed to improve pedestrian access and safety through a residential section of the *National Register-eligible Chevy Chase Village Historic District*. The project constructed an at-grade pervious Gravelpave2 sidewalk on the east side of Brookville Road, with the provision for a timber curb to serve as a visible barrier separation between the proposed sidewalk and the northbound travel lane while meeting the architectural guidelines of the M-NCPPC Historic Preservation Commission (HPC).

Very limited ROW, adjacent significant trees, historic property features (stone walls, stone pillars, wrought iron fence) and SWM requirements made the design and permits/approval process very challenging. Permits/approvals were secured from the following agencies: SHA-District 3, SHA Highway Design Division (HHD), Maryland Historical Trust (MHT), Montgomery County Department of Permitting Services (MCDPS), Maryland National Capital Park and Planning Commission (M-NCPPC), the Montgomery County Historic Preservation Commission (HPC) and CCV.

Forest Conservation/Tree Protection: Natural Resource Inventory/Forest Stand Delineation (NRI/FSD) and Forest Conservation/Tree Save Plans (FCP) were submitted and approved by M-NCPPC in accordance with the procedures set forth in the M-NCPPC Trees Approved Technical Manual, 1992 and Montgomery County Forest Conservation Law. RK&K's forester/certified arborist conducted an inventory of more than 150 trees within the project limits and recorded species, size and condition of each tree. Extensive coordination with M-NCPPC was required to obtain NRI/FSD, FCP, and forest conservation variance approvals. RK&K developed specifications for the protection of adjacent significant trees during construction using a combination of several tree protection/preservation measures, including tree protection fencing, root and branch pruning, supplemental watering, air spading and fertilization provided under the supervision of a Maryland Licensed Tree Expert (LTE). RK&K provided tree preservation cost estimation; coordination with private property owners regarding project tree preservation measures and arboricultural technical support during construction.

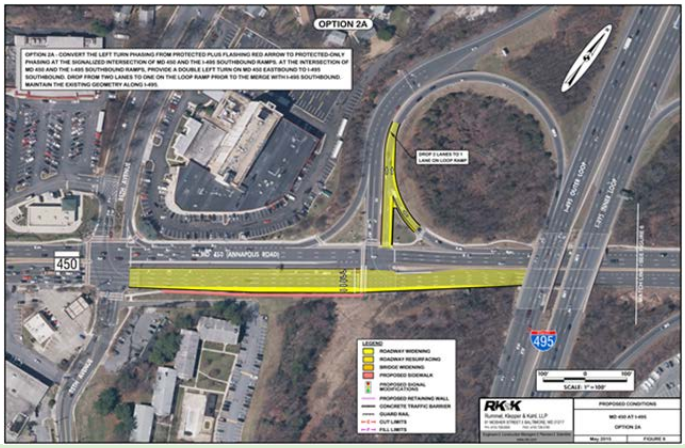
Signing & Pavement Marking Design: RK&K prepared signing and pavement marking plans for review and plan signature approval by SHA District 3 Traffic and SHA Office of Traffic & Safety (OOTS). These plans included coordinating with CCV and SHA to justify implementation of a 4-way stop controlled intersection at Irving Street and Brookville Road.

Stormwater Management Requirements: The limited ROW did not allow room for SWM or micro-bioretention facilities adjacent to the improvements. RK&K prepared detailed computations and analysis, for approval by MCDPS and SHA-HHD, supporting the proposed improvements required only water quality treatment, which could be provided on-site through the porous Gravelpave2 system. The 6-inch stone base under the Gravelpave2 sidewalk allows for storage of roadway runoff and groundwater recharge. Channel protection volume was not required because the one-year post development peak discharge was less than 2.0 cfs.

Construction Management and Inspection Services: The RK&K Team provided comprehensive construction project management, including scheduling and change order analysis; quality control and quality assurance monitoring; inspection and testing, including compaction and concrete testing; and tracking project progress and the unit price items for contractor payment purposes. Responsibilities included conducting progress meetings and ensuring proper documentation and project controls. RK&K staff provided team coordination and facilitated communication with both our client and other project stakeholders. Special coordination was required with the SHA for maintenance of traffic (MOT) along the state-maintained Brookville Road (MD 186). The installation of new sidewalks along the Brookville Road meant construction had to work around existing trees which were to be preserved. The contractor's Maryland LTE provided tree preservation services in accordance with the contract specifications and in consultation with RK&K's in-house LTE.

SHA DISTRICT 3 TRAFFIC ENGINEERING, MONTGOMERY AND PRINCE GEORGE'S COUNTIES, MD: RK&K has provided traffic engineering services under open-end contracts to District 3 for nearly 20 years. Tasks have included traffic operations analyses, safety studies, traffic control design, the development and design of geometric and operational improvements, highway safety improvement program support, and on-site technical support staff at the District's office. Typical task orders have often demanded rapid responses and always required careful documentation, which is especially critical when performing studies for the highway safety improvement program and congested intersection relief program.

RK&K carefully reviewed all documentation for word choice and technical content, since analysis results and recommendations were often shared with the public and elected officials. These technical reports included discussions of existing operations and conditions, problem areas and recommended improvement options. Analyses included capacity calculations, accident analysis, signal warrants, and travel speed/delay studies. Capacity analyses were performed using Synchro/SimTraffic, Sidra (mainly for roundabouts), the Critical Lane Volume method and the Highway Capacity Software. A sampling of relevant project experience includes the following:



Candidate Safety Improvement Intersection (CSII) Studies, Various Locations: Completed Candidate Safety Improvement Intersection (CSII) studies at 25+ locations in Montgomery and Prince George's Counties including MD 124 (Midcounty

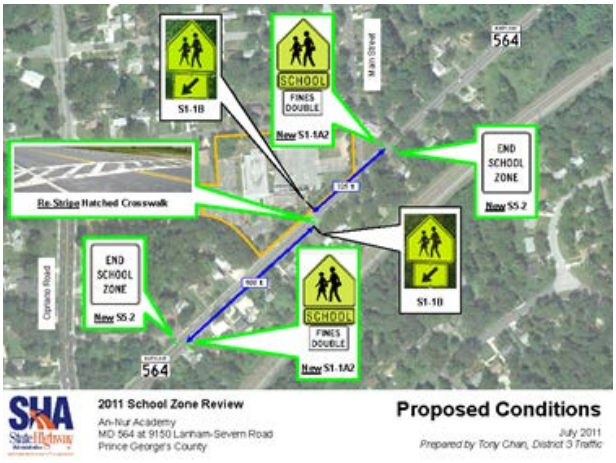
Highway/Woodfield Road) at Saybrooke Oaks Boulevard, US 29 at MD 410, MD 4 (Pennsylvania Avenue) at MD 458 (Silver Hill Road), MD 650 at Oakview Drive, and MD 450 at Cooper Lane. Locations analyzed included rural, suburban and urban locations with varying levels of safety challenges. Services included data collection, traffic observations including driver behavior and geometric factors impacting safety, site conditions review, traffic safety analyses, and development of safety improvements, technical report and Team and SHA meetings.

Operational Studies, Various Locations: Completed traffic engineering operational studies at 20+ locations in Montgomery and Prince George's Counties, including MD 197 at MD 198, US 301 from MD 197 to Mount Oak Road, MD 410 at US 50 Ramps, MD 414 at John Hanson Lane and MD 223 at Steed Road. Locations analyzed included rural, suburban and urban locations with varying levels of safety challenges. Services included data collection, traffic observations, including speed studies and queuing patterns, site conditions review, traffic engineering analyses, development of operational improvements, technical report and Team and SHA meetings.

Signal Warrant Analysis Tool (Spreadsheet-based): RK&K developed an Excel-based toll for tracking and updating signal warrant analyses. The tool imports count and delay information from local users, allows updates through an interview style asking relevant questions to enable the tool to appropriately assess all nine of the MD MUTCD signal warrants, automates analysis of warrants 1-8, based on the information provided during the initial user interview; the tool will address the "grey areas" of signal warrant analysis, including the question of whether or not to include right turns into the Minor Street Volumes, and the selection of the approach that represents the minor street.

Roundabout Analysis: US 1 at 34th Street/Perry Street: RK&K provided operational and safety analysis of the existing roundabout; reviewed the splitter islands on all approaches of the existing roundabout and provided design recommendations for better lane use and reduced speeds. Services included collecting and analyzing background information; identifying crash patterns; performing site inspection and field observations; reviewing the existing roundabout; developing solutions and preparing memo. Conceptual plans of potential improvements were developed.

Concept Development - MD 119 at High Gables Drive, Montgomery County, MD: RK&K completed a concept improvement study to improve operations and safety at the subject suburban location along a busy travel corridor. Few Alternatives were analyzed including Modified Maryland Tee for enhancing left turn safety into and out of High Gables Drive and pedestrian safety along MD 119. Traffic signal timing was obtained for adjacent signalized intersections and platoons were analyzed in determining adjustments to offsets for providing adequate gaps at the study intersection.



Roundabout Feasibility Study - MD 223 at Floral Park Drive: RK&K analyzed historical crash data coupled with field observations of driver behavior to identify alternatives for remedial actions. Using the Highway Safety Manual, prepared crash prediction for suggested improvements using Crash Modification Factors (CMFs).

SHA DISTRICT 3 SURVEY & ENGINEERING SERVICES, MONTGOMERY AND PRINCE GEORGE'S COUNTIES, MD: Under four consecutive and ongoing contracts, RK&K has provided survey and engineering services to SHA District 3 (Montgomery and Prince George's Counties) focusing mostly on safety and resurfacing improvements, which typically have included improvements to roadside drainage features, ADA compliance upgrades and topographic and property surveys. We have also performed several Congestion Relief Traffic Studies for the District under this contract and provided on-site technical support at the District's office. A sampling of relevant project experience includes:

MD 28 from Hurley Avenue to South Adams Street, Rockville MD: Prepared preliminary and final contract documents for safety and resurfacing improvements along MD 28 within the City limits of Rockville. The project included supplemental survey of selected site locations, drainage structure repairs, ADA compliance upgrades to sidewalks, bus stops and driveways, signing and pavement marking modifications, including implementation of bicycle signage and traffic signal/pedestrian signal upgrades at MD 28 and Great Falls Road.

MD 650 at Powder Mill Road & Elton Road Intersection, Silver Spring, MD: Prepared preliminary design alternatives, costs and impacts analysis for congestion relief improvements at this intersection in Montgomery County. Conducted field investigation, collected utility records and traffic data from District 3 and prepared a Concept Development Study report.

MD 704 from Hill Road to Greenleaf Road, Seat Pleasant, MD: Prepared final contract documents for a road diet and resurfacing and safety improvements for the portion of MD 704. The project extends the limits of the road diet along MD 704 to connect with a recently implemented portion to the south (Hill Road to DC line). Improvements include pavement repairs and resurfacing, inlet repairs and replacement, traffic barrier w-beam and end treatment upgrades, ADA compliant sidewalk and bus stop upgrades and new signing and pavement markings, including implementation of bike lanes. This project is currently under construction and RK&K is assisting District 3 with construction phase services.

SHA H/H ENGINEERING SERVICES, STATEWIDE, MD: RK&K has performed multiple, simultaneous designated project assignments relating to H/H engineering and has been providing SHA-SWM Program support staff services. SHA has initiated a total of 18 task orders with RK&K, which are in various stages of completion. These task orders encompass a diverse range of H/H services and include outfall studies and modifications; drainage complaint resolutions; SHA District Access Permit reviews; stream restoration and stabilization; stormwater management design and retrofits; erosion and sediment control reviews and design; drainage design for streetscape projects; rehabilitation design; ecological/habitat improvements through wetland enhancement and creation; constructability reviews; and SHA SWM/erosion sediment control (ESC) project reviews for MDE compliance and design services. A few sample tasks include:

SHA-owned Outfall Investigation, Montgomery County, MD: Conducted field investigations, reviewed as-built plans, performed inspections, updated data base, and prepared remedial designs for numerous SHA-owned stormwater/storm drain outfalls throughout Montgomery County as part of SHA National Pollutant Discharge Elimination System (NPDES) permit requirements and functional enhancement projects.

MD 139 Towson Run Stream Bank Stabilization/Restoration Design, Baltimore County, MD: Performed geomorphic assessment, prepared natural channel design, designed storm drainage, roadway improvements, prepared JPA/environmental permits, conducted community meetings, and prepared plans, specifications and construction documents for approximately 1,300-feet of a major tributary to Towson Run along MD 139.

SHA Stormwater Management Retrofit Program, Anne Arundel and Prince George's Counties, MD: Performed more than 50 SWM retrofit design reviews for various SHA projects throughout Anne Arundel and Prince George's Counties. SWM included several types of small and large dry and wet extended detention basins. Prepared comments on feasibility of retrofits and adherence to MDE stormwater and ESC rule and regulations.

MD 224, Drainage Investigation, Smallwood State Park, Charles County, MD: Smallwood is a 628-acre state park near Marbury and a tributary to the Lower Potomac River. Conducted field investigation to address flooding and drainage issues related to failure of a major culvert and headcutting of the loose sandy channel bottom downstream. RK&K performed stream assessment, provided SHA with alternative study report, designed for remedial measures for drainage structures, channel stabilization, culvert replacement and prepared joint permit application. This project was part of a total of 16 other similar large and small drainage related investigations, feasibility study, complaints resolution and engineering design of recommended alternative.

Morris Millwork Water Quality/Wetland Enhancement, Wicomico County, MD: Performed H/H computations, water balance and HEC-RAS for creating a new wetland through a controlled breach of a stream bank, which is a tributary of Leonard Pond Run. RK&K performed site investigation, conducted topographic surveys, installed several monitoring wells, performed scheduled quarterly monitoring and performance of the wetlands for one year and prepared data analyses/report.

COMPREHENSIVE ENGINEERING SERVICES, TAKOMA PARK, MD: Under two consecutive on-call contracts for engineering services, RK&K has completed preliminary and final design services for a variety of roadway, sidewalk, traffic calming, storm drain and stormwater management improvements. Our services have included surveys, utility designating/locating, utility coordination and relocation design, wetland/FSDs, environmental inventory/permitting, geotechnical investigations, public outreach, and design of roadway upgrades, intersection modifications, on-street parking, sidewalk, bike lanes, storm drainage improvements, SWM, signing, pavement markings, traffic signals, lighting, landscaping, cost estimates and specifications. Task assignments are summarized below.

Ward 6 Sidewalk Improvements: RK&K completed preliminary and final engineering design services for the addition of 7,650 LF of new sidewalk along several residential streets in the City to improve pedestrian safety, access and connectivity to adjacent local businesses, recreational facilities and adjacent neighborhoods. The project included upgrading existing sidewalks, pedestrian ramps and driveways to ensure that they are ADA compliant. Low impact development (LID) SWM practices (micro-bioretention and Filterras) were implemented to meet SWM requirements. RK&K completed evaluation and final design of 16 environmental site design (ESD)/LID practices, including six infiltration best management practices (BMPs)/rain gardens and four Filterra boxes installed adjacent to existing storm drain structures. RK&K's services included property line, deed research and establishment of existing property boundaries, topographic and tree/assessment surveys, utility data collection, geotechnical investigation and analysis, alternatives/impact assessment, public outreach, concept plans, and preliminary and final design plan/notes/details and cross-sections. A geotechnical investigation and analysis confirmed existing soils were suitable for infiltration SWM practices. A collective effort was made by RK&K, the City of Takoma Park and its residents to develop a design minimizing impacts to existing healthy trees/critical root zones, while providing opportunities for planting new trees to replace those requiring removal. Our engineers collaborated with RK&K's arborist and the City's arborist to incorporate design techniques and supplemental care to reduce potential tree/root zone impacts, including curb bump-outs; air spading; root pruning; mulching of protected portions of critical root zones; fertilization and "soft" sidewalks on a raised permeable base. RK&K provided construction administration services for installation of sidewalk and BMPs, including compliance review of contractor submittals, shop drawings, site visits and RFIs.

Ethan Allen Gateway Streetscape: RK&K provided concept development and final engineering services for the City's Ethan Allen Gateway Streetscape project. The project, which includes the intersection of Ethan Allen Avenue, MD 410 and MD 650 will serve as the City's gateway entrance into Takoma Park from Prince George's County. The project will improve the safety and mobility of pedestrians, bicyclists and public transit customers, while incorporating urban streetscape/ landscaping and LID SWM. RK&K's services include traffic engineering analysis; traffic signal modifications; utility data collection; topographic survey; concept plans for three alternatives; impact assessment; photometrics analysis and pedestrian-oriented lighting; urban streetscaping/landscaping; ADA design upgrades; LID SWM; geotechnical investigation and analysis; traffic control; ESC; signing and pavement markings and completion of final construction documents for use by the City to bid the project for construction.

Erskine Street Traffic Calming: RK&K prepared a preliminary engineering study and subsequently prepared construction documents for traffic calming along a busy residential street between 13th Avenue and west of 15th Avenue, a distance of approximately 700-feet. In addition to the traffic calming measures (curb bump outs and speed humps), new sidewalk and CIP retaining walls (less than five feet) were constructed along the south side of Erskine Street. Services included

traffic volume counts and speed measurements, alternatives analysis, cost estimates, public outreach and a study report. A study is ongoing to evaluate suitable offsite locations near the site to meet SWM requirements.

Sligo Creek Parkway at Flower Avenue Intersection Study: RK&K developed a preliminary engineering study to improve intersection safety and operations. Project objectives are to reduce the speed of traffic entering Flower Avenue from Sligo Creek Parkway, reduce pavement and incorporate SWM practices to treat runoff prior to discharge into Sligo Creek. Alternatives include a T-intersection and a mini-roundabout. Services include traffic assessment, intersection concepts, drainage and SWM concepts, cost estimates, technical memorandum and public outreach.

Boyd Avenue Sidewalk: Completed preliminary and final engineering services for new sidewalk, LID SWM practices and traffic calming along a residential street in Takoma Park. Services include topographic and property surveys, tree condition survey, public outreach and cost estimates.

Flower Avenue Green Street: RK&K provided concept development and is currently completing contract documents for streetscape improvements improving pedestrian accessibility and safety and enhance water quality through the addition of micro ESD/LID SWM practices along the corridor. The project includes "Green Street" and "Complete Street" applications to approximately 1-mile of Flower Avenue, a primary 2-lane residential collector with on-street parking along the southbound roadway that services commuter and local vehicular, bicycle, pedestrian and transit travel. The objective is to develop the optimum multi-modal road configuration effectively accommodating pedestrians, transit, bicyclists, parking and vehicular traffic, while enhancing treatment of stormwater runoff with "green" improvements. The project design includes new curb and gutter and sidewalks along the northbound road, upgrading southbound sidewalks to ADA compliance, curb extensions, consolidation/relocation of bus stops, LID stormwater bio-retention facilities, energy efficient LED street lighting and new signing and pavement markings throughout the corridor. RK&K is designing the replacement of existing water main and house service connections throughout the project limits on behalf of the Washington Suburban Sanitary Commission (WSSC). RK&K's scope of services includes utility data collection and impact analysis, geotechnical investigation, tree inventory and condition survey, public outreach, lighting analysis, preparation of permit applications, concept, semi-final and final design construction documents, water main replacement design and construction phase engineering services. RK&K is coordinating the work among several stakeholders, including the City, community, utility owners, SHA and Montgomery County Department of Transportation (MCDOT).

Elm Street Surveys: Performed title search, field survey and preparation of boundary survey plat for two properties in the City of Takoma Park for the purpose of determining their prior rights.

Takoma Branch Trash Removal Project: Prepared preliminary and final design and complete construction documents for a trash trap at a culvert outfall located along Takoma Branch at the northwestern limits of the Poplar/Sligo Mill Park. A feasibility study identified three systems for the trash trap. Scope of services included topographic and boundary survey, utility data collection; NRI, field assessment and trilogy letters; H/H analysis; geotechnical investigation and borings; structural design; preliminary and final design documents, cost estimates, environmental permitting (NRI/FSD, JPA, FCP) and construction phase services.

Takoma Junction Survey: RK&K performed a comprehensive topographic and boundary/property survey for two parcels within the City of Takoma Park. Survey included: topography and topographic features; parcel and lot lines; adjoining properties and owner information; lot area in square footage; existing easements and subdivisions; adjacent street right of way; and existing structures and setbacks.

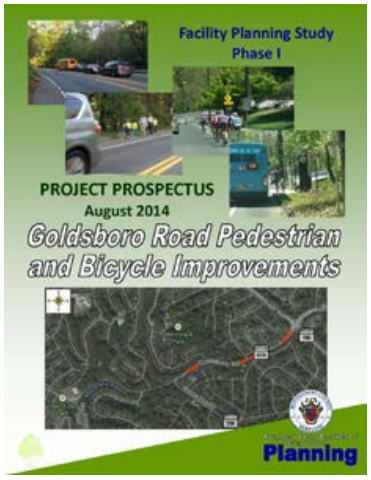
Takoma Junction Environmental Assessment: RK&K performed Phase I and Phase II Environmental Site Assessment (ESA) services associated with redevelopment of a City of Takoma Park–owned property. Services included field reconnaissance of existing conditions, interviews with knowledgeable persons concerning potential contaminant sources on the subject property and from neighboring properties. The results were summarized in a Phase I ESA report format in accordance with ASTM E 1527-05. After completion of the Phase I ESA, when the contaminant concerns were identified, a Phase II

ESA was completed as recommended by RK&K. The Phase II ESA included collection and analysis of soil and groundwater samples to characterize the nature and extent of the contamination using a Geoprobe track-mounted drill rig. Laboratory analysis and testing of the soil and groundwater was conducted and the results were summarized in a Phase II ESA report.

TRANSPORTATION ENGINEERING SERVICES, BASIC ORDERING AGREEMENT, MONTGOMERY COUNTY, MD: RK&K was awarded our first on-call transportation engineering services Basic Ordering Agreement (BOA) with Montgomery County in 1995 and now for 20+ years has provided MCDOT with a diverse range of engineering services through the completion of more than 40 task orders. Recently awarded our fifth consecutive contract, RK&K is proud of our ability to earn Montgomery County's trust and to establish a long term partnership with MCDOT by providing them with very effective and attentive engineering services. MCDOT's senior management has frequently complimented the RK&K Team as their "top consultant", and RK&K believes there is no better compliment of our work than to be rewarded with sincere client satisfaction and the opportunity to continue working for a happy client.

Under five consecutive, five-year on-call contracts for transportation engineering services, RK&K has provided project management, facility planning, surveys, utility locating/coordination, geotechnical investigations, H/H engineering, wetland delineation, NRI/FSD, regulatory agency coordination/permits, community outreach, traffic modeling/analysis, NEPA documents, contract document preparation, and design of roadways, bikeways, sidewalks, transit improvements, bridges, retaining walls, parking lots, storm drainage SWM, ESC, landscaping, lighting, signalization, pavement markings, signing, traffic control, utilities, forest conservation, wetland mitigation and ROW/property acquisition. RK&K's tasks have included the following projects:

Goldsboro Road Pedestrian & Bicycle Improvements: RK&K completed a Phase 1 Facility Planning Study and is currently proceeding with preliminary design (30%) for proposed pedestrian and bicycle improvements along a 1-mile segment of Goldsboro Road between MacArthur Boulevard and River Road. The study evaluated the roadway's ability to accommodate the County's master-planned pedestrian and bikeway improvements, and to develop recommendations for practical improvements meeting these goals. The project scope included an environmental site assessment, traffic study, development of purpose and need, preliminary engineering, development of alternatives, cost estimates, impact analysis and preparation of a Project Prospectus. Services performed have included utility data collection/coordination, wetland delineations, tree/forest inventory, land use evaluation, master plan coordination, preliminary screening assessment for hazardous materials, historic/archeological coordination, traffic counts, traffic analyses, crash data summary, environmental impact analysis, agency coordination, public involvement and preliminary engineering for the proposed roadway alignments, profiles, typical sections, intersections, bike facilities (bike lanes, buffered bike lanes and cycle track), parking, sidewalks, storm drain, SWM, retaining walls, signing, markings, lighting, landscaping and utility coordination.



Capital Crescent Trail: RK&K and our subconsultant are preparing preliminary engineering for improvements to the Capital Crescent Trail through downtown Bethesda between Elm Street and Woodmont Avenue. The proposed improvements are being coordinated and planned to accommodate the proposed Purple Line improvements and include roadway and intersection modifications along Elm Street, Willow Lane and Bethesda Avenue and their intersections with Wisconsin Avenue and Woodmont Avenue. The concept designs include street modifications to accommodate a cycle track, widened sidewalks, intersection and crosswalk improvements.

Forest Glen Pedestrian Path: RK&K prepared final contract documents and secured permits for 1,400-feet of new reinforced concrete pathway through the MD 97/I-495 interchange. Project included two pedestrian bridges, 900-feet of reinforced concrete retaining/u-walls, stairwells, railings, storm drainage, SWM, traffic control, ESC, signalization, signing, pavement markings, lighting and landscaping. We performed surveys, coordinated utility relocations and secured approvals/permits from MCDOT, MCDPS, M-NCPPC, SHA and Washington Metropolitan Area Transit Authority (WMATA).

Pedestrian Safety Program Support: Since January 2015, RK&K has been managing the MCDOT's Pedestrian Road Safety Audit (PRSA) Program onsite by overseeing the completion of PRSAs, including field audits, documentation, quality control, stakeholder/public coordination and the administration of PRSA-related projects. RK&K assists in the conceptual development and prioritization of pedestrian safety improvements and conducts plan reviews of detailed designs for various pedestrian safety projects. RK&K performs comprehensive reviews of all PRSA reports and associated studies. Lastly, RK&K assists in the continued coordination with SHA and participation with committees, boards and associations related to pedestrian safety issues for Montgomery County.

Temporary Traffic Control Plan Standards Updates: RK&K recently updated the current Temporary Traffic Control Plan (TTCP) Standards for MCDOT, including coordination with MCDOT staff, identifying the need for new/updated standard temporary traffic control drawings and evaluating their consistency with state (SHA) and federal standards and best practices. RK&K proposed several additional standard temporary traffic control drawings based additional "undocumented" County standards and prepared draft and final designs for each standard drawing using MicroStation. RK&K revised and updated MCDOT's standard general plan notes based on current MCDOT, SHA and best practices.

Bike and Pedestrian Support: RK&K is providing engineering support for MCDOT's bikeways program by providing planning, engineering and peer review support for a variety of bike, pedestrian and trail facilities throughout the County. The scope of these projects range from short "missing link" connections to corridor level street improvement designs. A recent design prepared for Glenbrook Road in Bethesda, installed a contra-flow cycle track on a 0.15-mile 1-way road to improve bicycle access between the Capital Crescent Trail and the Edgemoor/Bradley Hills communities. In addition, preliminary engineering has been prepared for Emory Lane and Avery Road in Deerwood, which will provide improved connectivity to the Intercounty Connector Trail parallel to MD 200. The tasks have included surveys; utility designation/coordination; NRI; public outreach; and design of roadway, intersection, bicycle, shared use trail, sidewalk, storm drain, SWM, signing and pavement markings.

ON-CALL WATER RESOURCES ENGINEERING, MONTGOMERY COUNTY, MD: Since 1994, RK&K has been providing on-call water resources services under five consecutive contracts with services encompassing a wide range of environmental design activities related to the Capital Improvements Program (CIP) and NPDES Municipal Separate Storm Sewer System (MS4) and respective specialized inspections during the construction. These tasks encompassed a wide range of services, including engineering analysis for stream restoration; stormwater facility and storm drain design; ESD stormwater facility retrofit design; feasibility analysis for repair and retrofit of various types of SWM facilities; H/H analysis; dam breach analysis; geotechnical, subsurface soil analysis, including evaluation of existing dam embankments; topographical surveys; engineering estimates; technical report writing; structural design to include finite element analysis; watershed planning; preparation of construction documents; landscape design; obtaining regulatory agency approvals/permits; easements documents and site access analysis; preparation and obtaining approval of as-built plans post construction services; assessing the performance of stream restoration techniques through biological assessments and/or geomorphic analysis; construction inspection; and provided certified as-built plans and other project close out documents for construction projects. Relevant assignments have included:

Glenmont Forest Green Streets, Montgomery County, MD: RK&K was tasked by Montgomery County Department of Environmental Protection (DEP) to perform a watershed assessment within a tributary of Rock Creek and identify all potential ESD/LID restoration opportunities within the Glenmont Forest neighborhood public ROW, evaluate identified options and alternatives for potential water quality/pollutant reduction benefits, and develop designs for selected BMPs providing ESD to the maximum extent practicable (MEP).

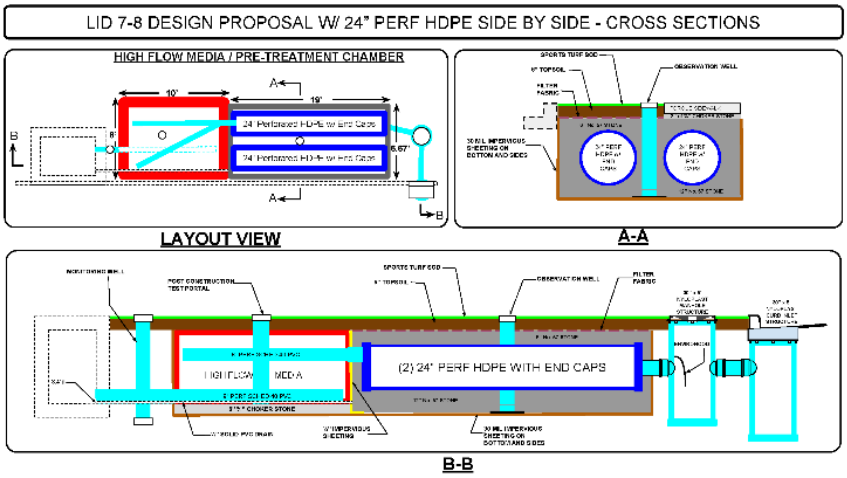
Montgomery County DEP is implementing the Glenmont Forest Green Street projects for compliance with the County's MS4 permit requirements. The approximate 237-acre study area is located within the watershed of the Josephs Branch tributary of Rock Creek. The primary objective for the restoration project was to manage the largest volume of stormwater runoff possible using nonstructural and micro-scale practices from Chapter 5 of the MDE Stormwater Design Manual. The goal was to provide for the full ESD volume wherever possible; for sites where it was not feasible to obtain the full ESDv, (water quality volume) WQv to the MEP must be achieved.

RK&K performed desktop analysis followed by detailed field investigation and identified numerous potential sites within the public ROW. The many existing site constraints, such as underground utilities, trees, sidewalks, walkways, driveways, and private property (fences, retaining walls), high profile locations, and the degree of water quality benefit were all considered in locating, sizing and prioritization of each BMP in development of the watershed restoration plan.

Intense public interest in the proposed facilities, required a creative and integrated design approach. RK&K prepared graphical display boards, a PowerPoint presentation and a fact sheet for the residents of Glenmont Forest. Public input and acceptance of BMPs were of paramount importance in the success of the project. In addition to assessment and design, project management was embedded in the task, including maintenance of schedules, preparation of cost estimates and obtaining all necessary approvals/permits.

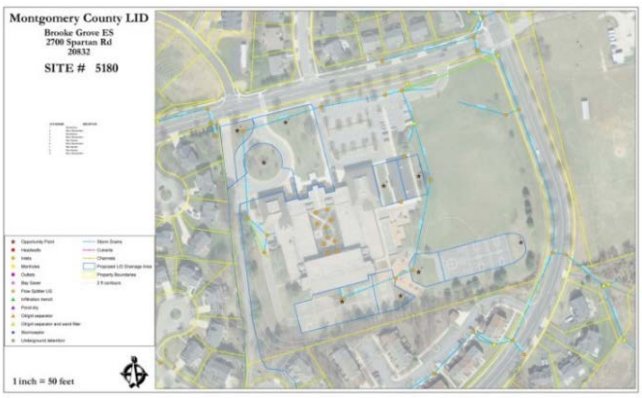
RK&K developed construction documents and specifications for 140 BMP facilities within the public ROW, which included 120 micro-scale ESD/LID retrofits (bio-retention, bioswales, raingardens, curb bump-outs) and 20 proprietary practices (Filterra type).

RK&K performed all required H/H analysis, NRI, FSD, wetland delineation, topo-graphic survey, tree survey, geotechnical investigations, utility locating and designation, feasibility analysis, cost estimate and permit acquisition. The project is currently at the final design stage, and RK&K has been requested to provide construction management and inspection services during the construction of these facilities.



Inventory of LID Retrofit Opportunities & Stormdrain Systems, Montgomery County, MD: This project consisted of two primary objectives: 1) Identify and inventory all opportunities to retrofit 70 County schools and other Montgomery County Public School (MCPS) facilities with LID type SWM practices; and 2) identify and inventory all existing storm drain systems currently existing at all 212 MCPS facilities.

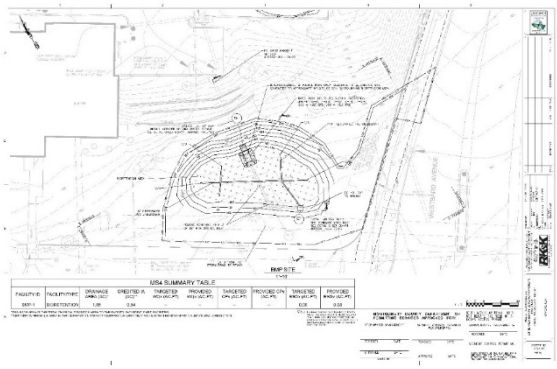
The LID and storm drain inventory are being done to address requirements in the County's new NPDES MS4 permit to restore 20% of existing imperviousness to the Maximum Extent Practicable and to identify and track illicit storm drain connections and discharges. The storm drain inventory required a complete electronic and geographically referenced inventory of existing stormwater systems, including inlets, outlets, manholes, pipes and stormwater treatment/storage structures, at all MCPS facilities. The resulting GIS shape files were ultimately merged with currently existing county storm drain geodatabases.



For the MCPS facilities to be evaluated for SWM opportunities, RK&K reviewed all available building plans and GIS data, conducted field assessment of each school building and property to locate and map all of the storm drain system, evaluate drainage patterns and identify opportunities to capture, reuse, filter or infiltrate stormwater runoff on the site. All findings were summarized in a conceptual design report that included

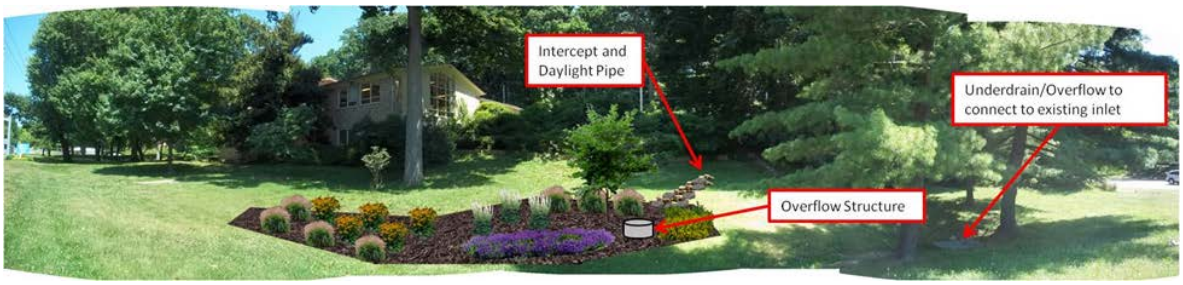
recommendations for proposed LID facilities, preliminary analysis of sizing and design criteria, and conceptual cost estimates. All inventoried storm drain components and stormwater retrofit opportunities were integrated into existing spreadsheet databases and geodatabases. RKK provided close coordination between County representatives from, MCPS, the Department of Environmental Protection (DEP), and the Department of Permitting Services (DPS).

Little Falls Library and Bushey Recreation Center LID Retrofit Projects: RK&K identified and designed innovative practices, including LID techniques, to address sources of water quality impacts draining from these county facilities. The retrofit design improved the sites by providing water quantity and quality control by adding SWM BMP's sized to meet the current MDE requirements ESDv volume (ESDv). RK&K performed H/H, NRI/FSD, wetland delineation, survey (sub), geotechnical (sub) feasibility analysis, cost estimate, permit acquisition (MCDPS, MDE, M-NCPPC and other agencies), design development contract, and CM/I.



RK&K identified and designed innovative watershed management practices to improve runoff water quality impacts from two County facilities. The goal of the project was to provide water quantity and quality control through the addition of SWM BMPs sized to meet the current MDE requirements for ESDv. During the feasibility analysis, desktop investigation (GIS) and site reconnaissance led to the identification of multiple restoration opportunities and approaches, which were refined through consideration of treatment ability, implementation and maintenance cost, impact to existing infrastructure and natural resources, and stakeholder concerns and input.

RK&K developed final design documents for five LID facilities (four bioretention, one bioswale) at the two properties. During design development RK&K performed an H/H analysis of the sites, completed natural resources inventory including wetland delineation, tree identification, and submittal of an NRI/FSD, performed survey (sub) and geotechnical (sub) analysis. Complete design documents include cost estimate and specifications, permit acquisition (MCDPS, MDE, M-NCPPC and other agencies), design development contract, and CM/I.



OPEN-END ENGINEERING AND ENVIRONMENTAL SERVICES, PRINCE GEORGE'S COUNTY, MD: Since 2003, RK&K has been working with the Prince George's County Department of the Environment PGDoE (formerly Environmental Resources Division) providing full-service multi-discipline engineering and environmental services. To date, RK&K has been assigned a total of 46 task orders. Services for these task orders encompass a wide range of environmental design activities related to NPDES MS4 and CIP programs and respective specialized inspections during the construction, including design of drainage improvements, watershed studies and modeling; SWM design and retrofits; water quality and quantity assessment; planning and design for flood damage reduction, floodwall projects; feasibility studies; design of stream restoration and habitat improvement; implementation of capital improvement projects to meet NPDES and TMDL goals; FSD, development of tree conservation plans, wetland assessment, analysis and mitigation design; permit application and permit preparations and coordination with permit review agencies; and immediate response to DoE call for urgent remediation projects. RK&K coordinated closely with M-NCPPC-Environmental Planning Section in the development of FSD and TCPs, and successful authorizations were obtained. Joint Permit Application (JPA), wetland delineation reports, stream design reports and wetland impact plates were prepared and submitted to Maryland Department of the Environment (MDE) and the US Army Corps of Engineers (USACE) for their approvals and authorizations. RK&K manages six subconsultants on this contract for various services ranging from surveying to geotechnical. The following is a brief synopsis for four sample task orders:

Camelot High Flow Media Demonstration Projects: In order to assist with compliance of the current NPDES-MS4 permit for Prince George's County, RK&K was tasked with developing design and standards and specifications for new green LID practices intended for wide-spread implementation in primarily urban areas across the County. These new BMPs were constructed as part of a pilot project in the Camelot Subdivision in Bowie. The goal of the pilot project is to determine the effectiveness of several different versions of the new BMPs. Water quality monitoring of the inflow and outflow will be conducted for a minimum of one year in order to determine the water quality benefits of the BMPs. The project aims to develop BMPs, which are easy to construct in an urban setting and establishing potential credit for these BMPs in the future. RK&K developed typical sections for BMP practices that utilize Focal Point High Flow Media (HFM). Typical sections and details were developed for both above ground and underground BMPs. Due to ROW issues, ADA issues typically associated with curbside bioretention (i.e. 12-inch to 18-inch drop off adjacent to sidewalk) and to minimize public concern, PGDoE adopted the underground BMPs for majority of the sites within the pilot project with the exception of two sites with swales incorporating high flow media chambers.

RK&K, in conjunction with the County, developed underground BMP typical sections, which would fit in the narrow public ROW between the street and the sidewalk and could easily be modified to avoid site constraints, such as, utilities identified in the field. RK&K developed four versions of the underground HFM BMP: HFM chamber with pretreatment chamber, HFM chamber only, HFM chamber with post treatment chamber, and HFM media chamber with pretreatment chamber with a tree (similar to Filterra) to uptake additional nutrients. One facility will be constructed and incorporated for monitored for each of the versions and the water quality benefits will be assessed though subsequent monitoring for future considerations.

RK&K staff identified 52 possible locations in the Camelot Subdivision where pilot BMPs could be constructed and ranked the potential locations based on potential utility conflicts, natural resource impacts, potential drainage area and impervious area treatment capture, etc. Based on the ranking 31 sites were selected to be constructed. RK&K then developed Water Quality Summary sheets for MS4/NPDES reporting purposes and completed these summary sheets for the selected 31 pilot BMP locations. RK&K delineated drainage areas to the selected BMP locations and determined preliminary sizing to treat a total of 20-acres of impervious area within the subdivision. The preliminary sizing and typical sections and details were provided to the contractor for construction. RK&K provided a construction inspector to certify materials and quantities and record measurements for the as-builts. RK&K prepared as-builts for the constructed BMPs and conducted post-construction hydraulic conductivity testing in order to certify the HFM was installed correctly. The project is currently 95% constructed and monitoring will be conducted in conjunction with the University of Maryland.

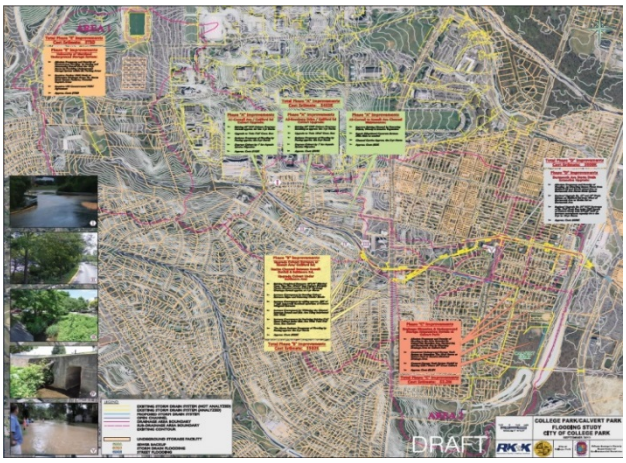
Anacostia Watershed - Indian Creek/Lower Beaver Dam Creek Sub Watershed BMP Retrofits: RK&K was selected and tasked to identify, prioritize and design potential SWM BMP retrofit sites in the Indian Creek and Lower Beaverdam Watersheds (major subwatersheds of the Anacostia River) to support Prince George's County compliance with their NPDES-MS4 permit and total maximum daily load (TMDL) requirements. RK&K emphasized retrofit locations with potential for large impervious area capture and high pollutant reduction in order to maximize treatment goals. The projects identified were required to be permittable, constructible, meet community acceptance and have reasonable construction costs. To efficiently identify possible locations for

stormwater retrofits, RK&K closely reviewed all existing watershed plans, including the Anacostia River Watershed Restoration Plan (ARWRP) and additional resources pertaining to the Indian Creek and Lower Beaverdam Watersheds. A desktop analysis was conducted using the County's GIS layers and Google-based mapping to identify possible retrofit locations which each would treat at least 2-acres of existing impervious cover not currently being treated by an existing BMP and avoids or minimizes impacts to natural resources. In total, RK&K identified 259 sites, which met the initial criteria identified by the County. A ranking matrix was then developed to rank the potential retrofit locations and select the top 20 sites for further analysis and selection of BMP methods. The ranking criteria were developed based on parameters identified jointly by RK&K and the County, including impervious area treated, potential for pollutant *removal*, land ownership and ROW requirements, anticipated permitting impacts, utility impacts, community acceptance, costs, etc. As-builts, reports and other information, to the extent available, were reviewed. Field assessments of the selected 20 sites were conducted in order to more accurately assess opportunities and feasibility for retrofits in those locations. The field assessments included identifying drainage patterns, locating storm drains, and assessing the location for construction impacts, including utility, environmental, ease of access and MOT constraints. Preliminary sizing, treatment, and pollutant removal computations, along with preliminary costs estimates were developed for all sites visited. All findings were summarized in a preliminary design report including recommendations for the top 10 proposed BMP facilities. RK&K presented the findings to the County and worked with them identifying the first five most viable locations for completion of final design. RK&K assisted the County with the application and successfully obtaining MDE/Environmental Protection Agency (EPA) grants initially for three of the five sites. Engineering plan preparation and design submittals for preliminary, semifinal and final design, surveys, permitting, geotechnical investigations for the selected five sites are currently in progress and are at various stage of completion by RK&K. BPM types included: shallow submerged wetlands, bioretentions, impervious area removals, roof drain planter boxes, permeable pavement, dry pond retrofit, stream restoration and next generation high flow media filtering systems.

Prince George's County Department of the Environment Headquarters' Bioretention Facilities Retrofit Design: DoE requested RK&K to develop signature LID BMP measures to treat the runoff from their headquarters facilities at Peppercorn Place in Landover. The project is located east of the Capital Beltway (I-495 intersection with MD 202) at one of the office complexes of Prince George's County Government. The 7.83-acre parcel drains to a tributary of Southwest Branch. Southwest Branch is tributary to Western Branch ultimately draining to the Patuxent River. Western Branch joins with the Patuxent River near the County Seat in Upper Marlboro. PGDER intended this project to enhance water quality and to meet Prince George's County NPDES requirements. This project was slated as a demonstration project and DoE sought grant from EPA. RK&K developed a total of six BMP measures to treat runoff from impervious areas. Four bioretentions, one surface sand filters and one meandering dry swale were studied. RK&K prepared a feasibility report and identified potential water quality benefits and a comparison list of pros and cons for each facility, environmental impacts, permit requirements, potential utility impacts and respective costs. The feasibility report allowed DoE to obtain the EPA grant for two of the facilities. RK&K conducted topographic surveying, utility designation, geotechnical testing, environmental permits, prepared final design plans, construction documents, specifications and cost estimates. These facilities were constructed in 2009 and are functioning very well and are monitored for their water quality enhancements for the next few years.

Calvert Hills/College Park Flood Mitigation Projects: College Park/Calvert Hills area is located immediately south of the University of Maryland, College Park Campus. This highly urbanized area has an approximate drainage area of just under one square mile has repeatedly experienced flooding during storms events greater than 10-year storm. The area is part of Paint Branch subwatershed of the Anacostia River and is served by natural and manmade stream channels, multitude of storm drain systems and major culverts. RK&K performed a holistic study of the flooding area and considered a range of alternatives to mitigate the flooding conditions while enhancing natural resources environment. For each alternative or group of alternatives various factors such as cost, permitting, feasibility, community acceptance, level of flood reduction and utility impacts were considered. Alternatives were prioritized based on their cumulative effects of drainage relief

provided. Mitigation measures included Calvert upgrades at several "bottle neck" areas, upstream above-ground and underground storm runoff reduction BMP methods and attenuation scheme, stream channel improvements, existing culvert entrance modification and culvert augmentation, rerouting drainage areas to parkland and creation of aesthetically pleasing of water features, flood wall creation in certain low lying areas, bypass and one way valves within some existing storm drain systems, allowance for aquatic species migration and storm drain capacity enhancement where hydraulic gradients dictated. The project is currently at 30% design stage and the first priority group is funded and slated for final design and construction in 2016.

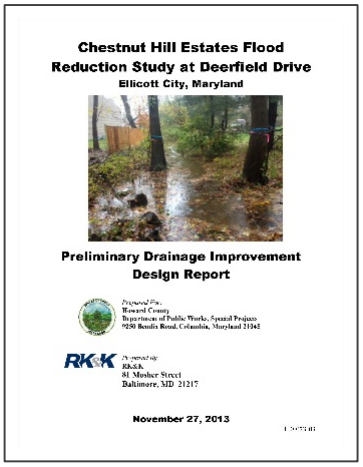


GENERAL CIVIL ENGINEERING AND SURVEYING SERVICES, HOWARD COUNTY, MD: RK&K provided a variety of general civil engineering and surveying services on an as needed basis, including project management, surveying, utility locating/coordination, H/H engineering, NRI, regulatory agency coordination/permits, public outreach, feasibility studies, contract document preparation, cost estimates, as-built plans and construction administration. Project tasks have included:

Port Capital Drive/Harbour Drive/New Colony Boulevard Mini-Roundabout: RK&K prepared a feasibility study to implement a mini-roundabout at an existing unconventional two-way stop controlled Intersection along a residential collector in Jessup to improve traffic operations and safety. RK&K prepared based mapping, collected utility data and assessed impacts, assessed existing environmental features/impacts, assessed SWM requirements and developed a preliminary design for a mini-roundabout which can be cost effectively constructed within the existing pavement limits using a combination of raised splitter islands, flush mounted islands, a mountable central island, raised concrete bumpouts, curb/gutter, sidewalks, pedestrian ramps, pavement markings and signing. RK&K documented the design concepts, costs, and impacts in a technical report and coordinated the design with DPW and Federal Highway Administration (FHWA) and presented the concept to the community at a public meeting. RK&K recently completed final design services and preparation of construction bid documents, including surveys, geotechnical engineering, roadway design, drainage, SWM, ESC, traffic control, signing, pavement markings, public outreach, cost estimates and specifications. We will assist the County with construction administration services in the spring.

Montgomery Road Storm Drain Improvements: RK&K prepared a storm drainage study and final construction documents to alleviate localized flooding through residential properties adjacent to Montgomery Road (MD 103). On-going development in the area had caused runoff rates to exceed the capacity of the existing storm drain system and drainage swales located on the residential properties. RK&K designed a new closed system carrying storm drainage from Montgomery Road through the properties and will mitigate the local flooding located on the properties. RK&K performed H/H computations, construction documents, plat revisions and as-built plans.

Chestnut Hills Estates Flood Reduction Study: RK&K prepared a feasibility study to mitigate localized flooding in an Ellicott City community. A local resident had experienced heavy flooding in their backyard during Hurricane Irene, and RK&K was retained by the Transportation and Special Projects Division to investigate the cause of the flooding and to develop remediation options. RK&K performed a site reconnaissance, environmental inventory, surveys, property owner interview and H/H computations to identify the site specific drainage patterns and to evaluate improvements to local channel and storm drain systems. RK&K developed conceptual designs for channel widening, storm drain improvements, and wetland creation. The design alternatives, cost estimates, environmental inventory, permitting assessment and overall feasibility were summarized in a Preliminary Drainage Improvement Design Report for DPW.

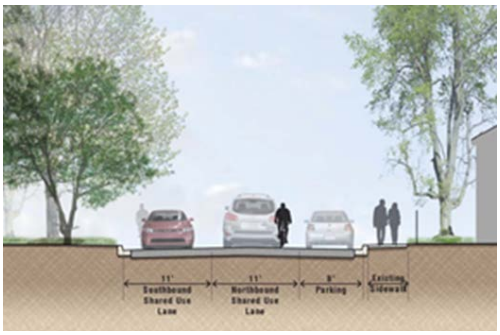

Chestnut Hill Estates Flood Reduction Study at Deerfield Drive
Ellicott City, Maryland

Preliminary Drainage Improvement Design Report

Prepared For:
Howard County
Department of Public Works, Special Projects
9250 Bendix Road, Columbia, Maryland 21045

Prepared by:
RK&K
81 Mosher Street
Baltimore, MD 21217

November 27, 2013



Savage Area Complete Streets: RK&K completed a study and is initiating preliminary design (30%) for complete street improvements to enhance multi-modal travel for pedestrians, bicyclists, transit and automobiles within a residential community. Design concepts include sidewalk improvements, curb bumpouts, intersection modifications, bike lanes, sharrows, pedestrian ramps, stormwater ESD/LID practices, landscaping, signing and pavement markings to calm traffic and make the local streets safer and more accommodating to pedestrian, bicycle and bus operations while making them "greener" with new micro stormwater facilities and pervious pavement. Services include surveys, data collection, field reconnaissance, preliminary studies, preliminary engineering, cost estimates, public meetings and project management.

MOUNT AIRY CAPITAL IMPROVEMENTS ON-CALL ENGINEERING SERVICES, MOUNT AIRY, MD: The Town of Mount Airy selected RK&K to provide engineering services for various CIPs on an as-needed basis. Professional design services to date have included studies, design and construction phase services for water and wastewater distribution, H/H studies, drainage improvements and roadway/sidewalk and stormwater management retrofit designs. Assignments include:

East Ridgeville Sidewalk Improvements: Completed preliminary engineering services for proposed sidewalk improvements along North Main Street and East Ridgeville Boulevard. RK&K provided topographic and property surveys; utility data collection and impact assessment; preliminary sidewalk design; drainage assessment and preliminary layout of storm drainage; SWM; property, utility and environmental impact assessment; cost estimates; public outreach; project management; and scheduling.

Main Street Drainage Improvements: Provided drainage improvement design and related services to remedy minor flooding/drainage related issues located at 1302 and 1304 South Main Street.

PROFESSIONAL ENGINEERING SERVICES, CITY OF ROCKVILLE, MD: RK&K is providing public outreach, topographic and boundary survey, geotechnical investigation (borings/pavement cores), utility designating and test holes, NRI/FSD, roadway and ADA/bike design, new storm drainage, SWM design, water main relocation, signing and pavement markings, traffic signal, lighting and parking meter layout, landscaping, property acquisition services and ROW docs under an on-call contract for civil/site engineering services. Relevant projects include:

Maryland Avenue/Dawson Avenue Extended, Rockville, MD: RK&K completed conceptual and preliminary design and is providing final design services for a new extension of Maryland Avenue from Beall Avenue north to Dawson Avenue, approximately 700-feet. The project includes a new extension of Dawson Avenue from N. Washington Street to Hungerford Drive (MD 355), approximately 600-feet. The project supports ongoing Town Center Development and a "complete streets" design approach: accommodates pedestrians, bikes, parking, while providing landscaping, lighting and SWM-ESD BMPs. Coordination is ongoing with adjacent property owners and two developers to verify the roadway and sidewalk grades will tie-into the ongoing and future site development work. RK&K is prepare complete contract documents for construction and will secure the necessary permits/approvals, including NRI/FSD approval (City), Access permit (SHA District 3), SWM approval (City), Sediment Control/Grading permit (City) and NOI/General permit (MDE).

The design documents are being completed in accordance with the *City of Rockville Standards and Details for Construction* and the SHA *Book of Standards for Highway and Incidental Structures*, the *Standard Specifications for Construction and Materials (2008)*, the *2011 Maryland MUTCD* and the *2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control*.

Harrison Street Sidewalk Improvements, Rockville, MD: RK&K completed preliminary and final design services for 850 LF of new *porous concrete* sidewalk along Harrison Street as part of the City's Capital Improvement Program (CIP). The proposed sidewalk connection eliminates a gap along a residential street to the nearby Rockville Town Center. The project also involves modification of an existing inlet structure and installation of a new section of pipe. Scope of services included, survey, utility records collection, utility locating and test holes, NRI/FSD, SWM, pavement design, ESC, cost estimates, technical specifications and preparation of as-built plans. Construction documents are being delivered to the City for construction this fall.

D

References

REFERENCES

Below are the client references for contracts under which we have provided similar services to those requested by CCV. RK&K encourages the Village to contact all of the following references for purposes of evaluating us for this contract.

MS. DARYL BRAITHWAITE

Reference for: City of Takoma Park, Department of Public Works
301.891.7615 | DarylB@takomaparkmd.gov

Description of Relevant Qualifications: Under two consecutive on-call contracts for engineering services, RK&K has completed 14 task assignments involving surveying, traffic studies and preliminary and final engineering for a variety of roadway, traffic calming, sidewalk, storm drain and SWM improvements.

Scope of Work Undertaken: The services under this contract have included topographic and property surveys, utility designating/locating, utility coordination, impacts evaluation and relocation design, traffic counts, traffic studies, wetland delineations, FSD, environmental inventory/permitting, geotechnical investigations, public outreach, cost estimates, specifications, right of entry agreements, ROW plats and preparation of construction bid documents for design of roadway improvements involving traffic calming, road diets, intersection modifications, on-street parking, sidewalk, bike lanes, signing, pavement markings, traffic signals, storm drain, SWM, lighting and landscaping.

MS. SOGAND SEIRAFI

Reference for: Montgomery County Department of Transportation
240.777.7260 | sogand.seirafi@montgomerycountymd.gov

Description of Relevant Qualifications: Under five consecutive, five-year on-call contracts for transportation engineering services, RK&K has provided surveying, traffic engineering, stormwater design and diverse range of transportation and civil engineering services for roadway improvements, intersections, roundabouts, bicycle facilities, sidewalks, trails, bus stops, bridges, storm drainage, SWM and other infrastructure needs.

Scope of Work Undertaken: Services have included project management, facility planning, surveys, utility locating/coordination, geotechnical investigations, H/H engineering, wetland delineation, NRI/FSD, regulatory agency coordination/permits, community outreach, traffic modeling/analysis, NEPA documents, contract document preparation, and design of roadways, bikeways, sidewalks, transit improvements, bridges, retaining walls, parking lots, storm drainage, SWM, ESC, landscaping, lighting, signalization, pavement markings, signing, traffic control, utilities, forest conservation, wetland mitigation and ROW/property acquisition.

MR. VENU NEMANI

Reference for: Maryland State Highway Administration, District 3
240.753.2226 | Venu.Nemani@montgomerycountymd.gov
(Currently employed at Montgomery County Department of Transportation)

Description of Relevant Qualifications: RK&K has provided traffic, survey and engineering services to SHA District 3 under several open-end contracts for almost 20 years. We have completed countless task assignments involving planning level, preliminary and final design for a variety of roadway, traffic calming, sidewalk and storm drain improvements.

Scope of Work Undertaken: The services provided under this contract include traffic engineering and planning and roadway design involving traffic operations analysis, signal warrant analysis, roundabout analysis, stop sign warrant analysis, speed studies, signing and pavement markings, traffic signal and pedestrian signal upgrades and modifications, surveying, storm drainage improvements, storm water management, retaining walls, traffic control, ADA-compliance upgrades for sidewalk, bus stops and driveway entrances, bicycle accommodations, roundabouts, road diets, safety and resurfacing improvements including pavement repairs, concrete bus pads and installation of new traffic barrier w-beam, concrete traffic barrier and associated end treatments, utility impacts evaluation, public outreach, cost estimates, specifications, right of entry agreements and construction bid documents.

CHEVY CHASE VILLAGE
ESTABLISHED 1890

E

Key Personnel

RK&K

OVERVIEW OF KEY PERSONNEL

RK&K has assembled a highly skilled Team of nineteen (19) project managers, design engineers and additional support staff with the expertise and resources suited to effectively complete task assignments identified in the Request for Proposals.

Richard (Rick) J. Adams, Jr., PE, will lead the services provided by RK&K as the **Contract and Project Manager** and will be the primary liaison with Chevy Chase Village (CCV). Rick has 30 years of experience with RK&K focused completely on transportation planning and design services for clients throughout Maryland and the District of Columbia. As a Director in RK&K's Transportation Department, Rick's primary role is to manage our civil/transportation engineering contracts with local, county and municipal public works/transportation agencies. Consequently, Rick's experience includes the management of several similar on-call civil/transportation engineering contracts for various county and municipal public works and transportation agencies. His current clients include MCDOT, City of Rockville DPW, City of Takoma Park DPW, Prince George's County DPW&T, Anne Arundel County DPW, Howard County DPW, Washington County DPW and DDOT. Rick's recent projects include a variety of complete streets and pedestrian/bicycle focused improvements that also involved traffic engineering and planning, traffic calming, multi-modal, streetscapes, drainage modifications, stormwater management retrofits, surveys and development of plat documents. His recent and ongoing projects include ***Ethan Allen Gateway Streetscape*** *and* ***Flower Avenue Green Street*** for City of Takoma Park, ***Goldsboro Road Bicycle and Pedestrian Improvements*** for Montgomery County, ***Montgomery Road Storm Drain Improvements*** for Howard County and the ***Maryland-Dawson Avenue Extension*** for City of Rockville. Rick was the Project Manager for the successful design and construction of the Village's ***Brookville Road Sidewalk Improvements*** Project and looks forward to leading the RK&K Team under this Consulting Engineering Services Contract.

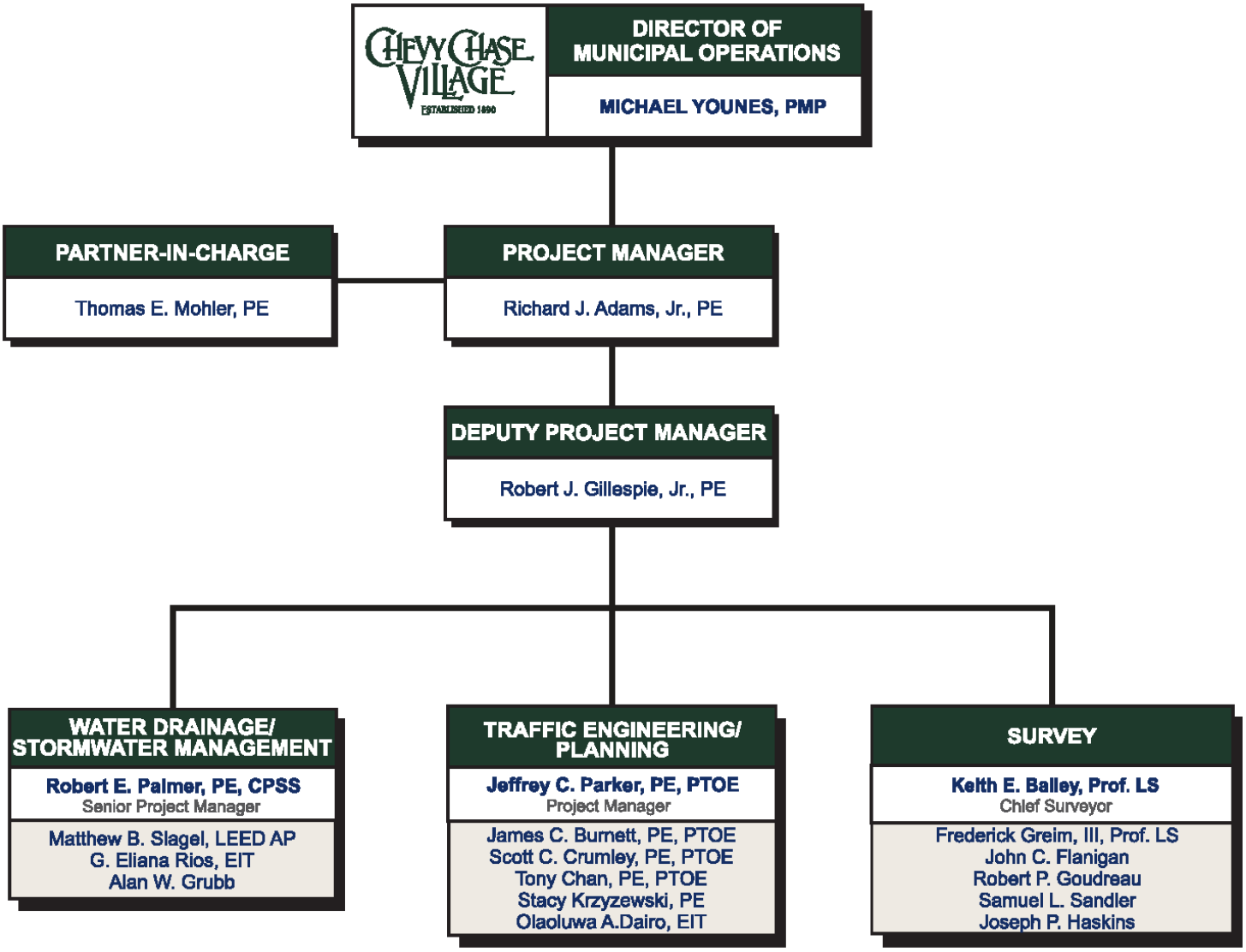
Serving as **Deputy Project Manager** and leading the daily engineering of task assignments will be **Robert (Rob) J. Gillespie, Jr., PE,** who has worked together with Rick at RK&K for more than 14 years on a variety of similar transportation improvement projects including the ***Brookville Road Sidewalk Improvements*** for CCV. Rob recently completed the ***Erskine Street Traffic Calming*** project for City of Takoma Park and ***Port Capital Drive/Harbour Drive/New Colony Boulevard Mini-Roundabout*** for Howard County DPW. He is currently completing streetscape and sidewalk improvement projects for two significant multimodal streetscape improvements for the City of Takoma Park – ***Ethan Allen Gateway Streetscape*** and ***Flower Avenue Green Street.*** His current projects also include two (2) storm drain and outfall stabilization improvement projects for Prince George's County DPW&T – ***Suitland Road & Regency Parkway Outfall Stabilization*** and ***Rollins Avenue Outfall Stabilization***. These projects involved surveys, traffic planning studies and analysis, traffic calming, multimodal design for autos, buses, trucks, bicyclists and pedestrians; stormwater management ESD/LID practices, landscaping, utility coordination and relocation design (WSSC facilities), ADA compliant sidewalk improvements, porous sidewalk/pavement materials, LED lighting and significant community outreach. In addition, Rob has completed several Safety and Resurfacing (Fund 77) and Concept Development Study (Fund 87) projects on behalf of SHA District 3 for the past five years to improve roadway geometry, intersection capacity and safety of roadside features, including local sidewalks and bus stops to meet current federal and SHA-ADA requirements, traffic barrier and end treatment upgrades to current FHWA/SHA standards and drainage structure repairs/replacements. This work included the development of planning-level and final contract documents for nine (9) projects including field assessments of roadway features and design of ADA compliant sidewalk facilities, traffic/pedestrian signals, crosswalks, signing and pavement markings, pavement repairs, traffic barrier, storm drainage and stormwater management. Consequently, Rob has an excellent understanding of the types of services that will be required for this contract and is very efficient at identifying key design issues and collaborating with our other discipline Teams to develop highly functional and cost effective design solutions. He is a well-organized manager and excels at maintaining continuous communication with our clients, agency representatives, subconsultants, utility owners and the engineering Team to ensure services are cost effectively completed and task assignments are completed in accordance with the project schedule and budget.

Through their experience gained with the ***Brookville Road Sidewalk Improvements*** for Chevy Chase Village and the other multiple projects and assignments they have completed together over the past 14 years, **Rick and Rob** have an established and efficient management process; excellent technical experiences to apply to CCV assignments; and familiarity with the design process in Chevy Chase as well as an understanding of the care and sensitivity that is expected of its residents.

As illustrated in our Organizational Chart below, Rick and Rob will be assisted in the performance of all tasks by a diverse Team of senior managers, engineers, scientists and surveyors, with specialized expertise in drainage, stormwater management, traffic engineering and surveying. These staff will lead the services in their respective disciplines and will work together with Rick and Rob to collaborate with CCV and project stakeholders to develop creative and effective engineering solutions and to prepare complete, accurate engineering documents. Resumes for each key staff member are presented in Section 6 of our proposal.

Our management Team will be supported by an appropriate level of senior and junior level engineers, planners, scientists, surveyors and support staff with experience in the appropriate technical disciplines to cost effectively deliver high quality engineering documents to CCV on budget and within the specified schedule. Typically, we will assign senior engineers on more complex tasks and utilize junior engineers to complete more routine tasks. However, all tasks will be overseen and reviewed by senior engineers with expertise in each of the required disciplines whether it be traffic, drainage, stormwater management, etc. RK&K's depth and diversity of staff allows us to have the flexibility to ensure senior oversight and assignment of appropriate level staff. This approach of utilizing a Team of senior and junior level professionals ensures each project receives the appropriate level of engineering while maintaining cost efficiencies allowing us to achieve the project's schedule and budget.

Simply, RK&K will assemble teams for each assignment providing the necessary expertise and staff resources to efficiently and effectively complete the project assignment within the specified schedule and budget. To promote continuity and cost-effectiveness, RK&K will utilize a core design group on similar project tasks – e.g. traffic planning and engineering projects – throughout the life of the contract. This approach ensures the commitment of a design Team to CCV making it much easier and efficient to react and respond to requests. Furthermore, repetitive work on CCV projects will maintain our staff's familiarity and understanding of CCV processes, and will enable our Team to establish solid working relationships with CCV and agency stakeholders, resulting in improved communication and collaboration, rapid resolution of comments, and more timely approval of plans and regulatory permits. And in the long run, it will ensure we achieve our ultimate goal – to continue our successful and trustworthy relationship with CCV predicated on providing quality engineering services and noteworthy engineering improvements.


DIRECTOR OF MUNICIPAL OPERATIONS
MICHAEL YOUNES, PMP
PARTNER-IN-CHARGE
Thomas E. Mohler, PE
PROJECT MANAGER
Richard J. Adams, Jr., PE
DEPUTY PROJECT MANAGER
Robert J. Gillespie, Jr., PE
WATER DRAINAGE/ STORMWATER MANAGEMENT
Robert E. Palmer, PE, CPSS
Senior Project Manager
Matthew B. Slagel, LEED AP
G. Eliana Rios, EIT
Alan W. Grubb
TRAFFIC ENGINEERING/ PLANNING
Jeffrey C. Parker, PE, PTOE
Project Manager
James C. Burnett, PE, PTOE
Scott C. Crumley, PE, PTOE
Tony Chan, PE, PTOE
Stacy Krzyzewski, PE
Olaoluwa A.Dairo, EIT
SURVEY
Keith E. Bailey, Prof. LS
Chief Surveyor
Frederick Greim, III, Prof. LS
John C. Flanigan
Robert P. Goudreau
Samuel L. Sandler
Joseph P. Haskins

F

Personnel Credentials

RICHARD J. ADAMS, JR., PE

Education: MBA / Business Administration / 1991
BS / Civil Engineering / 1986
Registrations / Certifications: PE / Civil Engineering / MD / #18530; Also registered in DC
Years of Experience: 30

Mr. Adams' 30 years of experience includes all phases of transportation planning and design for highways, arterials, collectors, local streets, intersections, roundabouts, traffic calming, trails, sidewalks, bike facilities, bridges – vehicular and pedestrian, retaining walls, drainage, SWM, ESC, stream restoration, wetland delineation/mitigation/permitting, H/H, ROW, cost estimates, final construction documents, community outreach and construction services for projects throughout Maryland, the District of Columbia and northern Virginia. For the past 21 years, Rick has managed four consecutive Transportation Engineering Services Contracts for MCDOT and has completed more than 30 task orders, including the *Stringtown Road Extension to MD 355* and *Schaeffer Road Widening*. He has also led several complete street and pedestrian/bicycle focused improvements in Montgomery County, including *Brookville Road Sidewalk Improvements* for CCV, *Fenton Village Pedestrian Improvements* for MCDHCA, *Ward 6 Sidewalk Improvements*, *Flower Avenue Green Street* and *Ethan Allen Gateway Streetscape* for the City of Takoma Park, and *Maryland-Dawson Extended* and the *Harrison Street Sidewalk Improvement* projects for the City of Rockville. Consequently, he is very familiar with Chevy Chase Village and Montgomery County Design and Permitting procedures; SHA access permits; local, state and federal environmental permitting; utilities; and the preparation of final construction documents.

Brookville Road Sidewalk Improvements, Chevy Chase Village, MD: Project Manager for final documents for new 2,000 LF Gravelpave pervious sidewalk along a 2-lane SHA collector to provide safe pedestrian access while meeting SWM ESD/LID requirements. Includes a special design "flow-through" timber curb, ADA pedestrian ramps, stone retaining walls and several proprietary and special privacy fence designs, all designed to comply with the architectural guidelines of the M-NCPPC Historic Preservation Commission (HPC).

Comprehensive Engineering Services, Takoma Park, MD: Contract/Senior Manager for 14 task assignments, including ***Ward 6 Sidewalk Improvements*** and ***Ethan Allen Gateway Streetscape:*** Senior Manager for preliminary and final design services for sidewalk and SWM ESD/LID improvements throughout Ward 6 and new multimodal gateway improvements at the MD 650/MD 410 intersection. RK&K's services included surveys, traffic studies, utility data collection/assessment, alternatives/impact assessment, public outreach, concept plans, roadway engineering, streetscape studies, lighting analysis, ESD/LID stormwater design, landscaping and permits; ***Flower Avenue Green Street:*** Senior Manager for preliminary, final design and construction administration services for streetscape improvements to promote safe pedestrian, bicycle and vehicular operations. Project includes upgrading sidewalks to ADA compliance, LID SWM, bus stop consolidation, new energy efficient street lighting, small retaining walls and signing and pavement markings; ***Erskine Street Traffic Calming:*** Senior Manager for preliminary and final documents for implementation of traffic calming elements along 700 LF of a residential street (cut-through). Services included traffic volume counts and speed measurements, alternatives analysis, cost estimates, public outreach, study report and construction plans; ***Sligo Creek Parkway at Flower Avenue Intersection Study:*** Senior Manager for preliminary engineering study to improve intersection safety and operations. Project objectives are to reduce the speed of traffic entering Flower Avenue from Sligo Creek Parkway, reduce pavement and incorporate SWM practices to treat runoff prior to discharge into Sligo Creek. Alternatives include a T-intersection and a mini-roundabout and are currently being evaluated by the City of Takoma Park. Services include traffic assessment, intersection concepts, drainage and SWM concepts, cost estimates, technical memorandum and public outreach.

Transportation Engineering Services, Montgomery County, MD: Contract/Project Manager for 40+ on-call assignments, including ***Mid-county Corridor Study:*** study for a new 6-mile, 4-lane major arterial; ***Roberts Tavern Drive:*** planning study for the final 1,200-foot segment of a new 4-lane divided arterial ***Goldsboro Road Bicycle and Pedestrian Improvements:*** preliminary study and design for pedestrian and bicycle (bike lanes and cycle track) improvements along a 1-mile segment of 2-lane collector; ***Damascus Park and Ride:*** final documents for new 200 space facility with bus bay, kiss and ride, lighting, retaining walls, SWM, landscaping and MD 27 intersection improvements; ***Forest Glen Pedestrian Path:*** final documents included two pedestrian bridges, retaining walls, ornamental curb, plinths, railing, bridge canopies, lighting and landscaping; ***Stringtown Road:*** traffic studies, alignment studies and contract documents for 2,800-foot extension of a new 4-lane divided arterial; ***Muncaster Road:*** final contract documents for bridge rehabilitation and 4,000-feet of 2-lane open section roadway improvements.

Baltimore Road Inter-Modal Access Improvements, Rockville, MD: Senior Manager for final contract documents for streetscape improvements to a 2-mile collector, including roadway repairs, curb and gutter, sidewalk, off-street bike trail, parking lanes, bus stops, ADA ramps, storm drain, signing, marking and signalization improvements to provide multi-modal access to downtown business district. Project includes new storm drain system, ESD/LID SWM, stream restoration, traffic control, ESC, retaining walls, forest conservation, streetscaping and Section 106/MHT coordination for impacts to historic cemetery.

Mount Oak, Church, and Woodmore Road Intersection Improvements, Prince George's County, MD: Project Manager for preliminary study and final contract documents to realign 3,000 LF of Woodmore and Mount Oak Roads and widen 1,000 LF of Church Road to reconstruct two existing three-leg unsignalized intersections as a single four-leg signalized intersection and upgrade roads to 4/6-lane arterial with bike lanes and sidewalks; included design of roadway, sidewalk, bike lanes, crosswalks, ADA ramps, twin box culverts, retaining walls, storm drainage, SWM, ESC, traffic control, signing/marking, lighting, signalization, and landscaping and extensive coordination of utility relocations.

General Civil Engineering and Surveying Services, Howard County, MD: Contract Manager for a four-year contract involving seven task orders, including: ***Port Capital Drive/Harbour Drive/New Colony Boulevard Mini-Roundabout:*** feasibility study and final design for a mini-roundabout at an existing unconventional 2-way stop controlled Intersection along a residential collector; ***Montgomery Road Storm Drain:*** storm drainage study and final construction documents for new storm drain system to alleviate localized community flooding. ***Savage Area Complete Streets Study:*** study to enhance multimodal travel for pedestrians, bicyclists, transit and automobiles within a residential community through addition of new sidewalk, curb bumpouts, intersection modifications, bike lanes, sharrows, signing/pavement markings and SWM ESD/LID practices.

A/E Services Schedule, Washington, DC: Project Manager for three tasks: ***Metropolitan Branch Trail:*** Project Manager for the preparation of preliminary design documents for approximately 3.7-miles of new off-street and on-street (sidepath) shared-use trail sections from John McCormack Avenue/Bates Road (near the Fort Totten Transfer Station) to the Maryland border (north leg of Eastern Avenue at Piney Branch Road NW). The project includes several challenges such as designing a segment of the trail adjacent to WMATA (Red Line) and CSX rail facilities within a narrow strip of WMATA ROW challenged by steep slopes and an existing drainage swale serving the adjacent rail facilities. Another segment south of Van Buren Street will involve reallocating one northbound travel lane for the trail. Other segments are located along local roadways and are being designed to efficiently utilize the available ROW and to minimize impacts to adjacent trees, utilities and properties. ***Anacostia Riverwalk Trail:*** Project Manager to prepare final contract documents for new 3.9-mile section of shared use trail along the Anacostia River from Bladensburg, Maryland to the Benning Road bridge in the District of Columbia. The project involves a variety of various trail sections, including off-street shared use path, on-street shared use road lanes, timber, and concrete boardwalk systems over sensitive waterway and wetland crossings and prefabricated bridge crossings over major waterways. RK&K prepared complete contract documents, including plans, cross sections, specifications and estimates. Mr. Adams led a significant coordination effort among several federal, state and local agencies, including DDOT/IPMA, NPS, DDOE, UFA, USACE, MD DOE, USCG, MD DNR, M-NCPPC, SHA and several utilities, including DCWASA, WSSC, PEPCO, Washington Gas and Verizon.

Engineer of Record Services, Alexandria, VA: Project Manager for multiple City project assignments including: ***Mount Vernon Alley Reconstruction:*** Preparation of contract plans to reconstruct an alley and design a new storm drain system that will collect all surface runoff and convey the larger storm events away from the existing homes. Developed concept plans and met with the community to identify problems and to gain their support for the project. Final design services included developing the contract plans, specifications, construction estimate, and construction inspection services. ***George Mason Elementary School Drainage Study and Conceptual Design:*** Provided engineering analysis and storm drain and SWM design for the site; prepared two sets of construction documents for the project to be completed in a two phase construction process. ***City of Alexandria Marina Dredging:*** Complete the design and permitting for the required dredging to re-establish adequate water depths for marina slip leaseholders and to establish an access channel between the Founder's Park North pier and the main navigational channel to allow larger commercial vessels access to the dock. Performed complete engineering services that culminated in the preparation of construction contract documents. ***Windmill Hill Park:*** Developed shoreline stabilization improvements consisting of structural bulkhead and a soft-engineered solution. Improvements include a combination of new sheet pile bulkhead, rip rap revetment and natural shoreline. RK&K completed bathymetric surveys, environmental studies, geotechnical investigation, scour analysis and conceptual design of the waterfront improvements and presented the project to the communities at public meetings.

ROBERT J. GILLESPIE, JR., PE

Education: BS / Civil Engineering / 2001
Registrations / Certifications: PE / Civil Engineering / MD / #27458; also registered in PA
Years of Experience: 14

Mr. Gillespie has more than 14 years of experience as a project manager and project/design engineer on many transportation projects for County DPW's, SHA District 3, Chevy Chase Village, City of Takoma Park and the City of Rockville. His responsibilities have included planning studies, public outreach, preliminary engineering, final contract documents and construction phase services for various roadway task assignments in the Baltimore/Washington corridor. Projects focused on new roadway construction, reconstruction, streetscapes, green streets, multi-modal facilities, traffic calming, safety and resurfacing, ADA compliance upgrades, roadway extensions and widening involving interchanges, major highways, arterials and collectors. He performs internal QA/QC peer reviews on a regular basis.

Brookville Road Sidewalk Improvements, Chevy Chase Village, MD: Project Engineer responsible for preliminary and final engineering and preparation of contract documents to provide a timber barrier-separated, pervious Gravelpave pervious sidewalk within the *National Register-eligible Chevy Chase Village Historic District*. Services included alternatives analysis, cost/impact assessment, public outreach, utility coordination and securing required permits/approvals from SHA, MCDPS, M-NCPPC, MCHPC and MHT. Design was developed with LID principals to achieve SWM requirements and comply with the architectural guidelines of the M-NCPPC Historic Preservation Commission (HPC); and attended meetings and assisted CCV and RK&K CMCI staff with construction phase services.

Comprehensive Engineering Services, Takoma Park, MD: Senior Project Engineer/Manager for five on-call assignments: ***Ward 6 Sidewalk Improvements:*** Responsible for preliminary engineering and final design for a sidewalk and pedestrian access improvement project for the City of Takoma Park. Project scope includes: property line, and deed research and establishment of existing property boundaries; topographic and tree/assessment surveys; utility data collection; geotechnical investigation; design of LID SWM practices; ADA compliance upgrades; alternatives/impact assessment; public outreach; concept plans; and final design plan/notes/details; ***Ethan Allen Gateway Streetscape:*** Responsible for concept development and final engineering services for a streetscape serving as the City's gateway into Takoma Park. Project scope includes traffic engineering analysis; utility data collection; concept plans for three alternatives; impact assessment; photometrics analysis and pedestrian-oriented lighting; urban streetscaping/landscaping; ADA design upgrades; LID SWM; geotechnical investigation and analysis; traffic control; ESC; signing and pavement markings; and completion of final construction documents for use by the City to bid the project for construction; ***Flower Avenue Green Street:*** Responsible for preliminary, final design and construction administration services for streetscape improvements to promote safe pedestrian, bicycle and vehicular operations. Project includes upgrading sidewalks to ADA compliance, LID SWM, bus stop consolidation, new energy efficient street lighting, small retaining walls and signing and pavement markings; ***Erskine Street Traffic Calming Study:*** Responsible for a study to develop recommendations for traffic calming along Erskine Street between 13th Avenue to west of 15th Avenue. Services included traffic volume counts and speed measurements, development of traffic calming concept alternatives, cost estimates, public outreach and preparation of a summary report. The City approved the recommendations and construction will commence in Summer 2014, to include new sidewalk, curb bump-outs, speed humps and linear ESD micro-practices. ***Sligo Creek Parkway at Flower Avenue Intersection Study:*** Responsible for preliminary engineering study to improve intersection safety and operations. Project objectives are to reduce the speed of traffic entering Flower Avenue from Sligo Creek Parkway, reduce pavement and incorporate SWM practices to treat runoff prior to discharge into Sligo Creek. Alternatives include a T-intersection and a mini-roundabout and are currently being evaluated by the City of Takoma Park. Services include traffic assessment, intersection concepts, drainage and SWM concepts, cost estimates, technical memorandum and public outreach.

Port Capital Drive/Harbour Drive/New Colony Boulevard Mini-Roundabout, Howard County, MD: Project Manager for final design of a mini-roundabout at an existing unconventional 2-way stop controlled Intersection along a residential collector. Services included topographic and boundary surveys, utility records collection, utility locating and test holes, impacts assessment, SWM assessment report, signing and pavement markings, cost estimate, specifications and construction administration services. Construction is anticipated to begin in the spring by the County's on-call contractor.

Transportation Engineering Services, Montgomery County, MD: Highway Engineer for two tasks: ***Middlebrook Road from Montgomery Village Avenue to MD 27:*** responsible for producing seven design alternatives for a 4-lane, major highway. Used Microstation CADD to develop typical section alternatives. Attended a jurisdiction determination (JD) field walk; ***MD 124 from Midcounty Highway to Warfield Road:*** responsible for facilitating preliminary design, including horizontal geometry, typical sections and intersection sight distance at several intersections for the proposed 6-lane, divided, arterial reconstruction project, approximately 3.7-miles in length. Conducted field investigations to evaluate property and utility impacts. Assisted in the preparation of a major quantities cost estimate.

MD 223 (Piscataway Road) at Floral Park Road Roundabout, Prince George's County, MD: Project Manager responsible for preliminary and semi-final engineering documents for a roundabout improvement project for SHA District 3. The project is located within the limits of the Piscataway Village Historic District. Services included traffic operations analysis and feasibility study for a roundabout, surveys, utility locating and test holes, utility impact assessment, ROW needs evaluation, drainage, SWM, signing and pavement markings, landscaping, lighting and coordination with MHT and SHA OED-EPD staff.

Goshen Road Widening Study, Montgomery County, MD: Engineer responsible for developing design alternatives for widening an existing 2-lane open section roadway to a 4-lane divided urban arterial section. Used Microstation CADD and Geopak software to complete plans and profiles, typical sections and cross-sections. Prepared display materials and participated in public workshops, community meetings and project team meetings. Assisted in writing the alternatives analysis section and compiling the final report.

Survey and Engineering for SHA District 3, Montgomery and Prince George's Counties, MD: Project Manager/Engineer responsible for seven safety and resurfacing tasks, two intersection capacity improvement studies and one roundabout design project involving field investigations, coordination with subconsultants, review meetings and preparation of reports. Projects included ***MD 193 from MD 564 to Partello Road; MD 28 from Hurley Avenue to South Adams Street; MD 355 from Mannakee Street to King Farm Boulevard; MD 355 from King Farm Boulevard to Central Avenue; I-95/495 from Glenarden Parkway to North of US 50; I-95/495 from D'Arcy Road to Arena Drive; MD 650 at Powder Mill Road and Elton Road;*** and ***MD 193 at Rhode Island Avenue.*** Services included preparation of preliminary, final and PS&E roadway plans and details, typical sections, wetland/JD plates, ADA ramp reconstruction details and waivers, bicycle waivers, special provisions, quantities estimates, surveys and construction phase services.

Horizontal A/E Construction Management Services, Prince George's County, MD: ***Mount Oak, Church and Woodmore Road Intersection Improvements:*** Project Engineer responsible for preparation of alternatives analysis/planning level design and production of final design documents including contract advertisement. Developed planning documentation, community and agency meeting displays/handout material and impact assessments. Prepared geometric layouts, profiles, typical sections, cross-sections, MOT plans, specifications and estimates for the project contract documents. Final documents included roadway plans; profiles; sidewalks; bike lanes; decorative signals and lighting; SWM facilities; ESC; MOT; signing/marking; utility relocations; and landscaping. Coordinated the design effort with PGDPW&T, subconsultants, utility companies and RK&K support staff.

On-Call Civil Engineering Services, Baltimore County, MD: Design/Project Engineer for two tasks, including ***Northeast Avenue:*** Engineer responsible for preparing final plans and cost estimate for reconstruction of 2,800 LF of 2-lane urban collector including new curbs, pavement, sidewalks, driveways and storm drainage; ***North Point Road Streetscape Improvements:*** Project Engineer responsible for preparing semi-final and final contract documents for widening/ rehabilitating 5,000 LF of urban collector, including new curbs, paving, sidewalks, driveways, storm drainage and landscaping

Preliminary and Final Engineering Design Services, Statewide, MD: Engineer responsible for facilitating preliminary design, including horizontal geometry, typical sections and intersection sight distance at several intersections for MD 124 from Midcounty Highway to Warfield Road, a proposed 6-lane, divided, arterial reconstruction project, approximately 3.7-miles in length. Conducted field investigations to evaluate property and utility impacts. Assisted in the preparation of a major quantities cost estimate.

ROBERT E. PALMER, PE, CPSS

Education:	MS / Soil Science / 1990
	BS / Resource Development / 1983
Registrations / Certifications:	PE / Civil Engineering / MD / #32596
	Certified Professional Soil Scientist / MD / #33256
	Rosgen Level I, II, III, and IV/MD
Years of Experience:	31

Mr. Palmer has more than 31 years of experience in environmental research, monitoring and design of water resource engineering projects such as stream restoration, stormdrains, H/H studies, wetland creation, bioretention and SWM facilities, site development and ESC. He possesses an extensive knowledge of the various environmental permitting processes for local, state and federal jurisdictions. He is a qualified MDE Plan Review Consultant Reviewer responsible for verifying the ESC and SWM compliance of projects submitted by SHA. Mr. Palmer has extensive working knowledge of the 2000 Maryland Guidelines to Waterway Construction, the 1994 Maryland Standards and Specifications for Soil and Erosion Control, and the 2000 Maryland Stormwater Design Manual. He has an excellent understanding and working knowledge of most state-of-the-art H/H software.

Brookville Road Sidewalk Improvements, Chevy Chase Village, MD: Project Engineer responsible for preparation of the drainage, stormwater management and sediment control design for a new Gravelpave pervious sidewalk within the *National Register-eligible Chevy Chase Village Historic District*. Services included development of SWM Concept and preparation of final contract plans, specifications, estimates and permits from MCDPS.

On-Call Water Resources Engineering Support Services, Montgomery County, MD: Lead Water Resources Engineer for the investigation and design of environmental restoration projects, such as SWM facilities, including new and retrofit designs, stream restoration, reforestation, ESC and water quality improvements. Tasks included: Brookville Maintenance Depot Water Quality improvements, SWM Assessment and Retrofits, Pre-Construction Stream Monitoring, Stream Restoration Study in Great Seneca Creek and Muddy Branch Watersheds, and Landfare SWM Retrofit. Prepared and taught a training course to County Department of Environmental Protection staff on applying the Bank Erosion Hazard Index (BEHI) methodology. The three-day course included both classroom training and field practicum.

Brookville Service Park, Montgomery County, MD: Water Resource Engineer responsible for the design and contract document preparation for the reconfiguration of a 17-acre transit bus service depot. The project included providing quantity management for 2.6-acres of the site in a 10-foot x 155-foot underground detention structure. Water quality treatment was provided by diverting the WQv to a 10-foot x 66-foot underground sandfilter and three BaySaver water quality structures.

Baltimore Road, City of Rockville, MD: Project Manager/Engineer for the storm drain improvements and ESD/LID retrofits associated with 1.2-miles of Baltimore Road reconstruction. The SWM needs were met through 3,045 linear feet of pervious sidewalk, micro-bioretention and stream restoration. The project also included the H/H analysis and replacement sizing for an existing undersized 48-inch culvert under Baltimore Road. The hydrologic model required extensive calibration to rectify differences between field observations and standard model results. Various calibrations methodologies were developed and an acceptable methodology coordinated with the City. Developed and analyzed six replacement alternatives using HY-8 and HEC-RAS. Prepared layout, details and outlet protection for selected twin 66-inch RCP alternative. Duties included preparation of project plans and details, specifications, cost estimate and permit coordination.

Open-End Environmental & Engineering Services, Prince George's County, MD: Project Manager/Engineer responsible for the design and contract document preparation of 18 environmentally sensitive stream and watershed water quality and drainage enhancement projects for the (DoE). Specific tasks assigned included Anacostia River watershed implementation retrofits (some with EPA Grant Funding), LID standards development, storm drainage reconnaissance and retrofit design, outfall remediation, stream relocation and restoration, IDQ Specifications (stream restoration), embankment soil stabilization, permitting, and coordination with various task forces/stakeholders/agencies, including MDE, M-NCPPC, and USACE.

Indian Creek/Lower Beaver Dam Stormwater Retrofits, Prince George's County, MD: Water Resource Engineer for the identification and site evaluation of opportunities to retrofit unmanaged County and commercial properties with new SWM facilities. Twenty-three sites were located and all retrofit opportunities were evaluated for constructability, amounts of water quality/quantity treatment provided, basic costs, permitability, ROW impact, utility issues, overall list of pros and cons and other relevant project attributes assisting in the selection of the highest priority retrofit projects.

Environmental Stewardship and TMDL Engineering within the Anacostia Watershed, Indian Creek Stormwater Retrofits, Prince George's County, MD: Water Resource Engineer for the site evaluation and identification of SWM retrofit opportunities at seven sites involving federal, county, residential and commercial properties. For each site, all retrofit opportunities were identified and evaluated for constructability, amounts of water quality/quantity treatment provided, basic costs, permitability, ROW impact, utility issues, alternative recommendation, overall list of pros and cons, and other relevant project attributes assisting in the selection of site and alternative retrofit measures.

Normanstone Drive Culvert Replacement and Linear Bioretention Cells, Washington, DC: Subconsultant Project Manager for the inspection and rehabilitation/replacement design for five existing culverts under Normanstone Drive, and the design of five Green Infrastructure facilities (two bioswales and three bioretention areas) along the roadway corridor. Mr. Palmer provided oversight and assisted in the design and contract document preparation, H/H studies, coordination of permit approvals and participated in the public outreach program. RK&K prepared the complete set of contract plans (excluding ESC), specifications and engineer's estimate for project advertisement.

Central MD Transit & Operations Facility, Annapolis Junction, MD: Water Resource Engineer responsible for the design of SWM facilities within this proposed 6-acre bus maintenance and operations facility. Completed ESD computations and prepared final design for a submerged gravel wetland, which will meet all the facility's SWM needs. Obtained approval of Environmental Concept, ESC and final design plans utilizing the ProjectDox sytem. Final contract documents included plans, specifications and engineer's estimate.

Hammonds Branch Stream Restoration, Howard County, MD: Water Resource Engineer responsible for the preparation of contract documents and H/H analysis for 1,900 linear foot of stream restoration and riparian buffer creation along Hammonds Branch as a water quality enhancement project. Stream restoration techniques included nested cross vanes, imbricated riprap walls and floodplain grading. The design successfully avoided impacts to an adjacent sanitary sewer system while stabilizing the channel in areas of channel crossings.

Wheel Creek Watershed SWM Retrofits – Phase I (Ponds B&C), Phase II (Ponds D&E), Harford County, MD: Project Manager/Engineer for the retrofit of four dry extended detention SWM ponds within the Wheel Creek Watershed. Each facility was retrofitted with one or more permanent pool cells below the existing grade. The designs were developed in such a way to avoid MD Pond 378 requirements while maximizing available water quality treatment. Tasks consisted of H/H analysis, preparation of construction plans, details and specifications, ESC and coordination of all permit approvals.

Design-Build and Asset Warranty for SWM Facilities and Hydraulic Assets, Allegeny, Garrett and Washington Counties, MD: Deputy Project Manager who lead project Team to prepare concept designs and assist in the preparation of a Design-Build Request for Proposals (RFP) for the remediation or reconstruction of existing BMP facilities and select drainage complaints within SHA District 6. Involved developing concept designs and determining ultimate LOD's, environmental impacts, and cost estimates. A risk assessment was completed evaluating the potential risk associated with Contract and potential impact such as, but not limited to, bid value, design and permitting duration, unforeseen site conditions and long-term effectiveness of the facilities.

MATTHEW B. SLAGEL, LEED AP

Education: MS / Environmental Engineering / 2012
BS / Environmental Sciences / 2002
Registrations / Certifications: LEED AP, BD+C / # 10269551
Years of Experience: 13

Mr. Slagel has more than 13 years of experience in various water resources feasibility studies, planning, design and construction projects requiring H/H applications. He has designed, prepared construction plans, specifications, special provisions, cost estimates development and prepared reports for numerous site engineering, transportation and environmental development projects involving highway drainage, new and retrofit SWM facilities, BMP inspection, evaluation and rating, as-built documentation and ESC measures. He is well-versed in DDOT/DDOE, Maryland, West Virginia and several counties and municipalities design protocols and permitting requirements. He has expertise with H/H Software, including TR-55/TR-20, HEC-RAS, GIS ArcView, FlowMaster, CulvertMaster, Hydraflow, AutoCAD Civil 3D, HY-8, PondPack, etc.

Open-End NPDES Program Services (BCS 2010-12), Statewide, MD: Project Engineer supporting several TMDL-related projects, including site assessments for more than 700 SWM BMP locations, field investigation, BMP location prioritization, GIS updates and design of more than 70 SWM LIDs in Carroll, Washington, Montgomery and Baltimore Counties.

SWM, LID, BMP Facility Design and Assessment (various jurisdictions as listed below): Project Engineer responsible for preparing design plan for several SWM LID BMPs for the following projects:

- ***SWM Assessment/BMP Evaluation; General Services Administration; Woodlawn, MD***
- ***Low Impact Development SWM Facilities; Dominion Energy; Lusby, MD, Solomons, MD***
- ***SWM Pond Retrofits; Carroll County; Braddock Manor, MD***
- ***Stormfilter BMP Retrofit Design; Maryland Port Administration; Dundalk, MD***
- ***Landfill Erosion Repair Design; Lafarge North America; Ravena, NY***
- ***Social Security Administration Campus SWM Assessment, Woodlawn, MD***
- ***Worcester County Central Landfill Stormwater Pollution Prevention Plan, Snow Hill, MD***
- ***Parks and People BMP/LID Designs, Baltimore City, MD***

Metropolitan Branch Trail Phase II Preliminary Design, Washington, DC: Senior Project Engineer responsible for preliminary planning and design development of stormwater BMPs and drainage facilities associated with the new construction for approximately 2.5-miles of multi-use pedestrian/biker trail. Work included design and analysis of best available BMPs, such as bioretention facilities, bioswales, dry swales and pervious pavements. Also coordinated the design with other engineering disciplines, DDOT and a variety of adjacent property owners (i.e., WMATA, National Park Service {NPS} and private commercial land owners).

Union Street to Georgetown Transportation Improvements NEPA, Washington, DC: Project Engineer responsible for preliminary planning and design development of stormwater BMPs and drainage facilities associated with the reconstruction of approximately 3.5-miles of existing roadway along K Street NW, New Jersey Avenue NW and H Street NW to connect Georgetown to Union Station via a streetcar system. Ongoing work includes design and analysis of best available BMPs, such as bioretention facilities and pervious pavements and various proprietary systems. Work includes coordinating the design with other engineering disciplines and DDOT.

Inwood Bypass, (WVDOT State Project X302-51-5.18 00) Berkeley County, WV: Project Engineer responsible for preparing contract plans and specifications for SWM and drainage features associated with the reconstruction of WV 51, US 11 and construction of a bypass on a new alignment for approximately 1.49-miles of roadway. Work included design of 11 SWM facilities (bioretention and infiltration BMPs), open and closed drainage systems, cross sections, roadside grading, ditch designs, storm drain profiles and construction details. Work included coordinating the design with other engineering disciplines and coordinating with DOH.

G. ELIANA RIOS, EIT

Education:	MS Civil Engineering / 2013
	BS Civil and Environmental Engineering / 2010
Registrations / Certifications:	EIT / Engineer-in-Training / VA
	Combined Administrator SWM / ESC / VA
	Yellow and Green ESC Cards / MD
	Rosgen Level I, II
Years of Experience:	4

Ms. Rios is a Water Resources Engineer with experience in design and assessment for civil engineering projects in Maryland and Virginia. She has performed H/H, watershed studies and analyses, ESC, SWM, drainage design and stream restoration. Her project experience involves highway projects, site plans and watershed plans. Ms. Rios has her "combined administrator" certification in ESC for the State of Virginia. She has training and experience in river and stream assessment as well as certification in Rosgen Level I and II stream assessment.

Civil/Environmental Engineering, Prince George's County, MD: Engineer responsible for reviewing existing data, including aerial topography, drainage area characteristics information, utility as-builts and other relevant information affecting various design elements. Ms. Rios performed a site reconnaissance and the field GIS data collection to identify suitable locations, which are reasonably feasible for construction of HFM BMPs; development of a water quality high flow media worksheet including hydrological analysis and water quality treatment, facility sizing, volume required, required and treated and GIS based exhibits. Other tasks included management of GIS project data and development of GIS based exhibits that conveyed all potential locations and alternatives in a clear way.

A/E Services IDIQ, US Army Corps of Engineers, Dyke Marsh Wetland Restoration, VA: Engineer assisting in providing design for wetland restoration efforts and developing a long-term management plan for the severely degraded Dyke Marsh. The project scope encompasses data collection and analysis, public participation, the development of a 2D Hydraulic Model, Environmental Impact Statement support and an emergency stabilization plan. The project avoided FEMA coordination since the 100-year flood impacts are negligible.

Transportation Improvement Projects, Fairfax County, VA: Water Resources Engineer for sidewalk improvement projects associated with new Metrorail station along the Silver Line and other connections. Performing drainage, ESC and SWM facilities design associated with improvements to sidewalks and trails located throughout the County.

Comprehensive MS4 Stormwater Permit Support Services, Arlington, VA: Engineer responsible for providing engineering design, evaluation and study support. Developed H/H evaluation of five site plans to re-evaluate approved SWM plans (based on current SWM regulations) against compliance with the new Runoff-Reduction Methodology for quality and quantity control.

Duke Street Traffic Calming and Pedestrian Improvements, Alexandria, VA: Engineer responsible for performing drainage design improvements, hydrologic analysis and SWM.

Four Mile Run Stream Corridor Restoration, Alexandria, VA: Engineer assisting with the design of a wetland restoration project. This project was a demonstration project to transform an invasive vegetated, upland into a tidal wetland reconnecting the stream to the floodplain. Ms. Rios was responsible for grading, performing the H/H analysis to demonstrate the water quality enhancements of the wetland with the use of the Chesapeake Bay Stream Restoration Protocol 3. She was responsible for development of the WQIA, ESC plan, sequence of construction and coordination of the landscape restoration plan for the wetland site.

ALAN W. GRUBB

Education: Coursework / CADD Microsystems – AutoCADD Civil 3D; Bentley Microstation
High School Diploma

Years of Experience: 29

Mr. Grubb's more than 29 years of experience includes projects for SHA, MTA, MDTA, VDOT, DelDOT, DDOT, North Carolina Department of Transportation (NCDOT), Pennsylvania Department of Transportation (PennDOT), Delaware River and Bay Authority, and various county agencies. Work includes all phases of CADD and the production of graphic displays and site photography.

East-West Boulevard Phase II, Annapolis MD: CADD Technician for CADD design for alignment studies and contract documents (2 contracts) for 1.9-miles of the outside 2-lanes of an ultimate 4-lane undivided arterial roadway. Design included roadway geometrics; six at-grade intersections, including a new signalized intersection at MD 2 and a five-leg roundabout at Jumpers Hole/Bolm Roads; drainage; SWM; floodplain; ESC; MOT; landscaping; concrete modular retaining walls; pedestrian bridge; park improvements; wetland mitigation; utility relocation; and community meetings. Permits included a joint non-tidal wetland/waterway permit from the MDE/USACE, a grading permit from PACE and an access permit from SHA.

West Street Reconstruction, Annapolis, MD: CADD Technician for CADD design for undergrounding of overhead utility lines; replacement of existing underground utilities (water, gas, sewer and storm drain); and replacement of roadway, sidewalk and curb using existing urban design elements and preparation of Master Plan/Streetscape Design Guidelines.

Baltimore Road Inter-Modal Access Improvements, Rockville, MD: CADD Technician for production of roadway construction plans. Conducted a site visit, which included cycling a proposed bike path route in order to assess safety and feasibility concerns.

I-95 Section 100 White Marsh Interchange, Baltimore County, MD: CADD Technician for CADD services in producing construction plans, including highway design, drainage, SWM, MOT, roadway profiles, and ESC.

VDOT NOVA District Limited Design Services, Northern VA: CADD Technician for CADD design for VA Route 9 Roundabout Study including; proposed roundabout at Route 7 interchange ramps (south)/E. Colonial Hwy; proposed roundabout at Route 7 interchange ramps (north); proposed roundabout at Beacon Hill Drive; roadway striping and pavement markings; proposed sidewalk relocations.

Four Mile Run Tidal Restoration, Alexandria, VA: CADD Technician for production of colorized public display maps as well as construction plans, ESC plans, landscaping plans, and details for tidal stream restoration project.

Pedestrian Improvements and Signal Upgrades, Northern VA: CADD Technician for CADD services in producing existing and proposed signing plans for Interstate 66 in Virginia.

Statewide Design Services, Statewide, VA: CADD Technician for graphic displays of existing conditions of the I-66/Nutley Street Interchange. Produced several proposed design options for this interchange. The displays were a combination of aerial imagery, existing topography and CADD/graphic elements used to represent proposed improvements.

Annual Street and Sewer Project, Richmond, VA: CADD Technician for CADD design for contract documents to improve existing pedestrian ramps. Existing ramps were re-designed to comply with ADA standards. Provided detailed construction plans, including structural/paving details.

JEFFREY C. PARKER, PE, PTOE

Education: BS / Civil Engineering / 1997
Registrations / Certifications: PE / Civil Engineering / MD / #28381; Also registered in DC, VA, WV
PTOE / Professional Traffic Operations Engineer / # 1570
Years of Experience: 18

Mr. Parker has more than 18 years of experience performing travel demand modeling, forecasting and trip generation for comprehensive plan amendments, small area plans and proposed transportation improvement projects, through the use of regional travel demand models (using Citilabs Cube) and the ITE Trip Generation Manual. He performs operational analyses for intersections, arterial roadways and freeways using a variety of engineering analysis tools such as Synchro, SimTraffic, VISSIM, SIDRA, CORSIM, Highway Capacity Software (HSC), and the Critical Lane Volume (CLV) method to evaluate traffic operations for stop-controlled intersections, roundabouts, signalized intersections, ramp merge and diverge areas, freeway weave sections, mainline freeway segments and arterial roadways with multiple signalized and unsignalized intersections. He evaluates the impacts of proposed developments on intersection and network performance, as well as work zone lane closures, construction-related traffic shifts and detours, "road diets" and congestion relief improvement concepts. He performs safety improvement studies, evaluating crash trends and identifying contributing factors correctable through engineering and developing potential mitigation measures using the MUTCD and the AASHTO Highway Safety Manual (HSM) as references. Mr. Parker has performed traffic engineering studies for locations in the District of Columbia, Virginia, Maryland, West Virginia and Delaware.

A/E Services Schedule, Washington, DC: Traffic Engineer for three tasks: ***K Street Transitway:*** Mr. Parker supervised several data collection tasks for the study, including intersection volume counts, travel time studies, on-street parking inventories, alleyway inventories, and loading zone user surveys. He managed the preparation of traffic volume forecasts for the corridor, and analyzed existing and proposed future traffic operations using Synchro and VISSIM, including signal timing and phasing for a transitway with dedicated lanes. Mr. Parker prepared a technical report summarizing the findings, including tables and figures. ***Union Station to Georgetown Premium Transit Alternatives Analysis and NEPA Study:*** responsibilities included project scheduling, developing a data collection plan, coordination of traffic data collection and travel demand modeling (using the MWCOG model), developing interim and design year traffic volume projections, performing operational analyses using Synchro and VISSIM, summarizing the analysis results in a technical report, and participating in the public involvement process (i.e., staffing project workshops and agency coordination meetings). ***Metropolitan Branch Trail:*** coordinated the traffic data collection and performed traffic operational analysis tasks for this project, and performed the travel demand modeling using the MWCOG regional model. Used Synchro and SimTraffic to evaluate existing, opening year (2020) and design year (2040) traffic operations along Blair Road NW with and without the proposed lane reduction, which would be required to accommodate the new shared-use path along the route. Used the MWCOG model to estimate the trip diversions likely to occur in the area due to the reduction in capacity along Blair Road.

Traffic Engineering Services for SHA District 3, Montgomery & Prince George's Counties, MD: Traffic Engineer responsible for performing traffic engineering duties at the District 3 office three days each week, including reviewing signing and pavement marking plans, reviewing traffic impact studies, investigating traffic issues for citizens and initiating work orders and design requests.

Mount Oak, Church, and Woodmore Road Intersection Improvements, Prince George's County, MD: Traffic Engineer; used 2025 average daily traffic (ADT) volumes provided by M-NCPPC from their travel demand model to develop AM and PM peak hour volumes for a new four-legged intersection formed by the proposed realignment of Woodmore Road. Year 2015 volumes were calculated using the growth between the existing and 2025 traffic. Developed the peak hour volumes using existing turning movement counts and origin-destination surveys performed by RK&K. Analyses were performed using the HCS and the CLV method. Two intersection lane configuration concepts were developed to provide a minimum Level of Service "D" based on the 2015 and 2025 peak hour volumes. Volumes were estimated for several interim years to perform MUTCD signal warrant analyses to determine the year a signal would be justified at the new intersection under the build alternative. The recent crash history was also evaluated to identify trends and safety issues, which could be resolved by the build alternative.

Midcounty Highway Corridor Study, Montgomery County, MD: Traffic Engineer; utilized the Metropolitan Washington Council of Governments (MWCOG) regional travel demand model to develop Year 2030 traffic volume forecasts to analyze a No-Build alternative and 11 Build alternatives. Used Cube software to modify the roadway network and run the travel demand model for each alternative. Refined the model results using NCHRP 255 post-processing methods. Used Synchro and the Critical Lane Volume method to evaluate existing and future traffic operations using AM and PM peak hour volumes developed from the model. Also coordinated the traffic data collection effort and performed travel time runs along I-270 and MD 355 to support the existing and future travel time analyses using Synchro. Estimated future travel times across the study area for the alternatives using Synchro. Prepared a comprehensive technical report summarizing the findings of the study. Performed additional travel demand modeling and operational analyses to support the preparation of the Environmental Effects Report and PA/CM Report for the project.

MD 650 Neighborhood Conservation, Prince George's County, MD: Used the Synchro software to model a 3-mile segment of a 6-lane divided arterial roadway near Takoma Park. Synchro was used to analyze the existing and projected future traffic conditions along the corridor and to evaluate the traffic impacts of various lane reduction concepts, which were proposed to provide additional space along the roadway for streetscaping and neighborhood beautification. Evaluated crash report summaries to identify trends and to determine the correlation between the observed traffic and roadway conditions and the predominant crash types. Used SimTraffic to simulate existing and proposed lane configurations along MD 650. Participated in several public meetings for this project to present the findings of the traffic analyses and the SimTraffic simulation to residents of the surrounding neighborhoods.

Preliminary and Final Engineering Design Services, Statewide, MD: Traffic Engineer for an open-end contract preparing engineering studies in support of capacity and safety improvement projects at various locations throughout the State of Maryland. Tasks have included capacity analysis, maintenance of traffic alternatives analysis (MOTAA) and operational analysis.

Beauregard Corridor Plan Transportation Study, Alexandria, VA: Traffic Engineer responsible for traffic data collection, travel demand modeling (MWCOG model) and roadway network analysis for the Beauregard Corridor Plan. The plan was prepared to address potential redevelopment opportunities as a result of the new BRAC-133 site (relocation of 6,400 Department of Defense employees into the area). Analyzed the existing traffic operations in the study area using Synchro and SimTraffic to determine the most congested intersections. Developed Year 2035 traffic projections for a baseline development scenario plus additional development scenarios based on market analyses of the study area. Examined alternative access configurations for the I-395/Seminary Road interchange to BRAC-133 facility access. Represented the traffic studies during several public briefings and charrettes.

Eisenhower West Small Area Plan Transportation Study, Alexandria, VA: Traffic Engineer responsible for managing the traffic data collection and operational analysis and performing the travel demand modeling (using the MWCOG regional model) to support the Small Area Plan for this part of the City, centered on an underutilized WMATA Metrorail station. For this study, Mr. Parker examined traffic operations under Existing, Year 2040 Baseline Development and Year 2040 Proposed Development scenarios, summarizing the planned transportation system improvements slated for implementation by Year 2040 in a technical report, based on the latest approved Constrained Long Range Plan (CLRP) and current zoning and planned/approved projects within and near the study area. Mr. Parker modified the inputs for the demand model, consisting of proposed additional residential, office and retail development that is assumed as part of the Small Area Plan, as well as planned transportation system improvements. The 2040 Proposed Development scenario includes additional proposed transportation network enhancements to mitigate the anticipated impacts of the new development.

JAMES A. BURNETT, PE, PTOE

Education:	MS / Civil Engineering / 1994
	BS / Civil Engineering / 1992
Registrations / Certifications:	PE / Civil Engineering / MD / #23133; Also registered in VA, PA, DE, SC, FL
	PTOE / Professional Traffic Operations Engineer / #655
Years of Experience:	22

Mr. Burnett is the Director of RK&K's Traffic Department. Throughout his 22-year career, Mr. Burnett has served as the Lead Traffic Engineer for numerous corridor planning studies, site impact studies and transportation projects to improve safety and enhance mobility. For these projects, he has developed local and regional travel forecasts; performed capacity analyses of intersections, interchanges, freeway systems, major signalized and unsignalized arterials, low volume rural roads, city-grid systems and roundabouts; performed safety studies; and collaborated to develop creative improvement concepts. His project experience includes the development of transportation policies and technical manuals, and the oversight of a wide range of traffic data collection efforts, including Origin-Destination (O/D) studies, travel-time studies, turning movement counts, vehicle occupancy counts, queue studies and speed studies. Mr. Burnett is proficient in the use of HCM, MUTCD, AASHTO "Green Book" and a variety of software applications, including Synchro/SimTraffic, HCS, SIDRA and CORSIM.

Traffic Engineering Services for SHA District 3, Montgomery and Prince George's Counties, MD: Director-in-Charge for this project, RK&K was responsible for developing traffic engineering studies, data collection, capacity studies, operational analysis, safety studies, roundabout analysis and candidate safety improvements. Studies in support of road diets to facilitate the implementation of bicycle accommodations have been included as part of this open-end contract.

Annual Engineering Services Contract, Richmond, VA: Mr. Burnett served as Project Manager responsible for a wide variety of transportation projects for the City, including the development of a city-wide Neighborhood Traffic Management Program (NTMP). For this project, Mr. Burnett reviewed and compared the traffic calming (TC) programs from more than a dozen cities and municipalities across the nation. He then developed a proposed traffic calming program tailored to the preferences and practices of the City of Richmond, including a toolbox of potential TC strategies, a process for nominating projects; developing concepts; soliciting input from the community; and prioritizing, approving, and ultimately designing and constructing projects. Mr. Burnett and City traffic leaders presented the conceptual program publicly to all nine of Richmond's Neighborhood Teams, soliciting community input. Mr. Burnett was then responsible for creating a manual, which summarized the entire program.

VDOT Chapter 527 Traffic Impact Analysis Reviews, Statewide, VA: Project Manager responsible for reviewing more than a dozen projects large enough to trigger Commonwealth Statute Chapter 527. These studies, which ranged from individual site developments to small area plan reviews and comprehensive plan amendments, involved reviewing modeling efforts (CUBE, VISSIM, CORSIM, and VISUM), analysis tool development (HCS, Synchro), forecasted volumes, conclusions and proffered improvements. Some of the notable projects Mr. Burnett and his Team reviewed included five BRAC comprehensive plan amendment nominations within the Springfield Community Business Center Cluster; three BRAC comprehensive plan nominations for the Fanconia-Springfield TSA Cluster; the Branner Station Traffic Impact Study, a development generating nearly 70,000 trips per day; and the Tyson Consolidated Traffic Impact Study. This task involved attending meetings and providing comments to the developer and consultants on behalf of VDOT and assisting VDOT in the review, approval and acceptance process for these projects.

Traffic Engineering Design Agreement Nos. 1188, 1340, 1484 & 1610, Statewide, DE: Mr. Burnett has been the Project Manager for this open-end traffic contract for the past 16 years. During this period, he has managed the completion of hundreds of tasks assigned to RK&K, including numerous signal warrant studies; dozens of traffic calming planning studies and designs; numerous signal, lighting and ITMS designs; and the creation of several new policies and procedures used by DelDOT's Traffic Section. During this 16-year period, Mr. Burnett led teams, which either created or made complete revisions to several of DelDOT's Traffic manuals, including DelDOT's Traffic Calming Manual, the DE MUTCD and DelDOT's Traffic Design Manual.

SCOTT CRUMLEY, PE, PTOE

Education:	MS / Information and Telecommunication Systems / 2001 BS / Civil Engineering / 1994
Registrations / Certifications:	PE / Civil Engineering / MD / #29182; Also registered in DC, VA, PA, NC, FL PTOE / Professional Traffic Operations Engineer / #1284 NCEES / National Council of Examiners for Engineering and Surveying / #41460
Years of Experience:	22

Mr. Crumley, a Senior Manager in RK&K's Transportation Department, has been responsible for managing the development, implementation and operation of highly visible, multi-billion-dollar highway and transit improvement projects to assure efficient traffic operations while minimizing construction duration. He has demonstrated a wide range of Traffic Engineering management expertise on multi-jurisdictional, mega-scale projects within the Washington DC area. Aside from obtaining several professional registrations, Mr. Crumley is a Certified Traffic Control Manager and Traffic Control Supervisor (via ATSSA). With more than 22 years of experience at the state and local government levels as well as the private sector, Mr. Crumley's engineering experience encompasses a diverse range of tasks, including work zone traffic control design, approval, training, implementation and inspection; contract preparation; traffic operational reviews and capacity analyses; signing and pavement marking design and implementation; intersection improvement studies and stakeholder outreach.

A/E Services Schedule, Washington, DC: Contract Manager for this On-Call Civil Engineering Contract. Tasks include: ***Citywide Transportation Management Plan:*** Mr. Crumley is actively providing Citywide Transportation Management Plan (TMP) services for DDOT and recently initiated development of a Work Zone Project Management System, which manages all work zones throughout the District of Columbia for the next five years. All projects, including capital, utility, developer and special events, have been integrated into a graphical, web-based, tracking software tool helping avoid work zone conflicts. A traffic operations software tool analyzes the cumulative impacts of all project work zones and special events throughout the City and determines viable alternatives, which minimize impacts to motorists, pedestrians and bicyclists. This Work Zone Project Management System was integrated with DDOT's existing databases providing DDOT with the ability to forecast project impacts for up to five years in the future. ***Metropolitan Branch Trail:*** Quality Assurance Manager responsible for ensuring proper quality control procedures are implemented throughout project development. Mr. Crumley ensures all project staff (including subconsultants) are properly trained and provide quality control documentation. Performs informal and formal consultations during project development and before major deliverables.

Purple Line PMC Services, Montgomery & Prince George's Counties, MD: Since 2010, Project Manager responsible for coordinating all traffic design and MOT efforts to construct a new $1.9B, 16-mile light-rail line extending from Bethesda to New Carrollton. Part of the Project Management Consultant Team for the Maryland Transit Administration (MTA), Mr. Crumley is a key leader in helping to move the project from planning into design and eventual construction. He facilitated detailed traffic design plans, including analysis, signal, ITS and MOT. He managed the design and review of more than 60 concept signal plans and high level MOT phasing plans for the entire corridor.

Intercounty Connector, Montgomery and Prince George's Counties, MD: Project Manager for all on-site traffic engineering efforts associated with the $2.4B project, including oversight of traffic analysis and modeling, design of signing, signals, pavement markings, lighting and TMPs, including detailed MOT plans. Mr. Crumley was the lead on-site Traffic Engineer for the General Engineering Consultant and actively provided quality assurance for all traffic engineering elements. He was the primary traffic engineering contact with the sponsoring agencies (local and state) to provide updates, help resolve policy issues and review contract changes. He was the critical link of ensuring all analysis, modeling and traffic engineering design submittals meet the contract requirements before engaging the agencies for acceptance. Finally, Mr. Crumley addressed various community concerns and issues, coordinated with local and state agencies and relayed information to community relations staff to ensure upcoming traffic impacts and major changes were adequately communicated to motorists, pedestrians, communities and elected officials.

TONY CHAN, PE, PTOE

Education:	BS / Civil Engineering / 2006
Registrations / Certifications:	PE / Civil Engineering / MD / #39880
	PTOE / Professional Traffic Operations Engineer / #3133
Years of Experience:	10

As an Engineer in RK&K's Traffic Department, Mr. Chan has experience in traffic analysis and simulation modeling. His experience includes performing capacity analyses using HCS+, SYNCHRO/SimTraffic, CORSIM and SIDRA. His project experience includes transit studies, intersection safety analyses, corridor studies, signal timing studies, roundabout feasibility studies, MOT alternatives assessments, traffic impact studies and O/D studies.

Traffic Forecasting Services and Traffic Engineering Analysis, Statewide, MD: Traffic Engineer; provided off-site assistance by performing capacity analyses and developing simulation models for various tasks, including the Intercounty Connector Before and After study, Operational Modeling effort, I-270 Spurs HOV Effectiveness Study, I-270 NEPA Study, I-270 Moveable Barrier Study, West Side Mobility Study and the US 15 at Monocacy Boulevard Interchange Study.

Engineering and Environmental Services, Statewide, MD: Traffic Engineer; developed and calibrated a CORSIM model of US 15 to analyze existing conditions, future no-build conditions and future build conditions for two interchange concepts at Monocacy Boulevard. Prepared a report and materials for a public workshop.

Civil Engineering Design Services, Baltimore City & Anne Arundel Counties, MD: Traffic Engineer for an interchange modification report for I-581/Valley View Boulevard. Developed traffic forecasts, performed analyses using CORSIM, HCS, SIDRA and Synchro software.

US 301 Signal Timing, Upper Marlboro & Waldorf, MD: Traffic Engineer; task work included Signal Timing Studies along US 301 in Upper Marlboro and Waldorf. Collected travel time data along US 301 using GPS and Bluetooth methods to calibrate a SYNCHRO model. Signal modifications were then implemented, and Mr. Chan collected travel time data and evaluated the effectiveness of the modifications. Roundabout Feasibility Study for MD 231 at Skipjack/Sixes Road-performed intersection (unsignalized and signalized) and roundabout analyses for existing and future conditions using SYNCHRO and SIDRA software. Mr. Chan prepared a report including a signal warrant study and accident history analysis.

On-Call Bridge Design Services, Queen Anne's County, MD: Traffic Engineer for MOTAA for the replacement of the Middletown Road bridge over I-83 in northern Baltimore County and replacement of the westbound US 50 bridge over US 301 in Queen Anne's County. Responsibilities included performing field observations, analyzing operations and capacity during existing conditions and during construction with several MOT alternatives, performing an economic analysis comparing the MOT alternatives and summarizing results in a report.

Baltimore Red Line FEIS Study, Baltimore, MD: Traffic Engineer assisting in organizing and performing traffic operations analyses for the Baltimore Red Line FEIS. Coordinated with Segment Managers on traffic issues. Attended public meetings to describe traffic changes to local citizens.

Route 11/Route 220 Intersection Study, Roanoke, VA: Traffic Engineer for an interchange modification report for I-581/Valley View Boulevard. Developed traffic forecasts. Performed analyses using CORSIM, HCS, SIDRA and Synchro software.

VDOT Region 2 Roadway and Construction Plans On-Call, Roanoke, VA: Traffic Engineer; developed and analyzed improvement concepts for the intersection of Riverland Road and Bennington Street. Developed forecast volumes, performed a signal warrant study and performed intersection and roundabout analyses using Synchro/SimTraffic and SIDRA software.

STACY KRZYZEWSKI, PE

Education: BS / Civil Engineering / 2007
Registrations / Certifications: PE / Civil Engineering / MD / #47353; Also registered in PA
Years of Experience: 9

Ms. Krzyzewski has 9 years of experience as a Transportation Engineer. Her technical specialization includes roadway design, intersection improvements, safety and resurfacing projects and ADA compliance. Job responsibilities include roadway layouts, roundabout and mini-roundabout design, plan preparation (roadway, signing, pavement marking, MOT, detour along with corresponding details, typicals and notes), ADA waiver requests, bicycle accommodation and ADA-compliant pedestrian accessibility, Right of Entry Agreements, MDE submittals, reports, public outreach and the preparation of cost estimates and bid documents. Ms. Krzyzewski also served as a consultant Project Manager for PennDOT District 5-0 projects, and she developed two training presentations for SHA-TEDD for Basic and Advanced Signing and Pavement Marking Policies.

Survey and Engineering for SHA District 3, Montgomery and Prince George's Counties, MD: Engineer for several tasks on this open-end project, including ***MD 118 (Germantown Road) at Wisteria Drive and Middlebrook Road Turning Lanes:*** Engineer developing the design, plans, and estimate; determining the Bicycle Level of Compatibility (BLOC); and preparing milestone submission reports for MD 118 in Montgomery County. The design involved adding left turn lanes to northbound MD 118 south of Wisteria Drive and to northbound MD 118 south of Middlebrook Road and upgrading existing pedestrian facilities to be ADA compliant. ***MD 187 (Old Georgetown Road) at Executive Boulevard, Turning Lane Improvements:*** Transportation Engineer developing the design, plans, and estimate; determining the Bicycle Level of Compatibility (BLOC); and preparing milestone submission reports for MD 187 in Montgomery County. The design involved extending the northbound left turn lane and eliminating the southbound left turn lane on MD 187 and upgrading existing pedestrian ramps in the median to be ADA compliant. ***MD 28 (Key West Avenue) at Broschart Road and Diamondback Drive Median Revisions:*** Transportation Engineer developing the design, plans and estimate; determining the Bicycle Level of Compatibility (BLOC) and preparing milestone submission reports for MD 28 in Montgomery County. The project involved revising the median noses of the eastern leg of MD 28 and Broschart Road to improve turning movements through the intersection. ***MD 355 (Hungerford Drive) at East Middle Lane Turning Lane Improvements:*** Transportation Engineer developing the design, plans and estimate; determining the Bicycle Level of Compatibility (BLOC); and preparing milestone submission reports for MD 355 in Montgomery County. The design involved lengthening the left turn lane from southbound MD 355 onto eastbound East Middle Lane by cutting back the existing raised concrete median. ***MD 28 Safety and Resurfacing Project:*** Transportation Engineer responsible for the existing condition inventory, design, plan preparation, ADA-compliant upgrades, ADA waivers, report and cost estimate. ***MD 355, Safety and Resurfacing Project:*** Transportation Engineer responsible for the existing condition inventory, design, plan preparation, ADA-compliant upgrades, ADA waivers, report and cost estimate. ***MD 650 (New Hampshire Avenue) at Adelphi Road:*** Transportation Engineer responsible for the final package preparation, including plans, details, ADA-compliance and cost estimates. ***I-95/495 Safety and Resurfacing Improvements:*** Engineer for two safety and resurfacing improvement projects in Prince George's County. ***I-95/495 from US 50 to Glenarden Parkway and I-95/495 from D'Arcy Road to Arena Drive:*** Responsibilities included plan, detail and specification preparation and cost estimate preparation.

Port Capital Drive/Harbour Drive/New Colony Boulevard Mini-Roundabout, Howard County, MD: Project Engineer for final design of a mini-roundabout at an existing unconventional 2-way stop controlled 4-leg intersection along a residential collector. Services included topographic and boundary surveys, utility records collection, utility locating and test holes, impacts assessment, SWM assessment report, signing and pavement markings, cost estimate, specifications and construction administration services.

Capital Improvement Projects, Mount Airy, MD: Engineer responsible for a concept sidewalk extension project along East Ridgeville Boulevard for the Town of Mount Airy. Tasks included plan, typical and cost estimate preparation, structural coordination for retaining wall installation, SWM coordination, utility impact analysis and project management.

OLAOLUWA A. DAIRO, EIT

Education: MS / Civil Engineering / 2014
BS / Civil Engineering / 2011
Registrations / Certifications: EIT/Engineer-in-Training
Years of Experience: 5

Mr. Dairo is a Traffic Engineer with RK&K's Transportation Group. His experience includes traffic data analysis, traffic studies and traffic control plan reviews. Mr. Dairo's project experience has involved volume, classification and speed studies; data collection and analysis; parking studies; and traffic control plan reviews and MOT installation.

Corridor Cities Transitway, Montgomery County, MD: Traffic Engineer; performed Qualitative Analysis, Red Flag Summaries, and designed Work Zone MOT with Sequence of Construction for some sections of the transitway alignment.

Citywide Transportation Management Plan, Washington, DC: Traffic Engineer responsible for updating work zone documentation, including the DDOT's Temporary Traffic Control Manual and the Work Zone Safety and Mobility Policy. Integrating the FHWA's MUTCD with the DDOT's TTC manual and other jurisdictions.

Highway Safety Improvement Program, Washington, DC: Traffic Engineer responsible for the data collection, analysis and report preparation for 13 intersections for the development of plans for safety implementations in DC.

Speed Limit and Nexus Safety Studies, Washington, DC: Traffic Engineer responsible for scheduling data collection, collecting and analyzing speed data for establishing a nexus between traffic safety and placement of automated speed cameras in DC. The project tasks included performing speed data collection, analyses and review for 295 locations.

Traffic Engineering Roadway Safety Assessment Support, Southwestern VA: Traffic Engineer for performing guardrail assessment and providing current letter condition rating and recommendations for the guardrail. Performed field review and data collection of safety elements concerns, including sight distance, traffic control devices, posted and advisory speed limit, warning signing and vegetation set-back. Evaluated existing signage along the roadway and provided recommendations for either additional speed signage modifications, upgrades, or new installations. Developed a report using the Category 1 Maintenance Project Safety Analysis Checklist.

Intersection Road Safety Assessment, Route 15/360 at Route 47, Charlotte County, VA: Traffic Engineer; participated in stakeholder/RSA meeting, analyze crash and traffic data, perform field investigation, develop alternatives to mitigate issues found, develop cost/benefit of the alternatives, develop RSA report.

KEITH E. BAILEY, PROF. LS

Education: Survey Technology Coursework
Registrations / Certifications: Professional Land Surveyor / MD / #10976; Also registered in PA, DE
Years of Experience: 36

Mr. Bailey is the Senior Manager of RK&K's Survey Department and is experienced in all types of survey techniques, equipment and methods of computation. His expertise includes ROW, topographic, boundary, construction, and earthwork surveys; engineering design surveys with GPS, electronic data collection equipment and electronic total stations; processing of field data from data collector to computer; surveys for construction stakeouts for highway alignments; and production of ROW, easement, conveyance, acquisition, and boundary plats; and preparation of metes and bounds plats for various local government agencies and private clients.

Takoma Park Comprehensive Engineering Services Contract, Takoma Park, MD: Chief of Surveys responsible for survey services for the ***Ward 6 Sidewalk***, ***Ethan Allen Gateway Streetscape*** and ***Flower Avenue Green Street*** projects. Services included deed research, property surveys and establishment of existing property boundaries, topographic and tree/assessment surveys, utility data collection and environmental surveys.

Preliminary and Final Design Services for SHA District 3, Montgomery & Prince George's Counties, MD: Project Surveyor responsible for the following projects: ***MD 5/US 301 at Brandywine:*** preparation of a metes and bounds work map for approximately 50 properties. Computed fee simple and easement takes and prepared seven ROW plats to SHA CADD Standards. ***MD 2/4 from Fox Run to South of Commerce Lane:*** performed research to update the ownership for approximately 41 parcels. Reviewed title documents and revised the existing property mosaic and made computational revisions to the metes and bounds work map.

Full Service Multidiscipline Engineering and Environmental Services, Prince George's County, MD: Director of Surveys responsible for the supervision for several tasks under this capital improvement contract. Some of the tasks performed include: ***Pat's Lane:*** responsible for the supervision of this capital storm drain improvement project. Tasks include establishment of horizontal and vertical control, topographic and utility survey, metes & bounds surveys and workmap development and preparation of easement plats and descriptions. ***Whittaker Court:*** responsible for the supervision of this capital storm drain improvement project. The tasks performed include establishment of horizontal and vertical control using WSSC control monuments, topographic and utility surveys, topographic base map development, metes & bounds surveys and workmap development, and the preparation of easement plats and descriptions. ***Erion Court:*** Responsible for the supervision of this capital storm drain improvement project. Tasks include establishment of horizontal and vertical control using WSSC control monuments, topographic and utility surveys, topographic base map development, metes & bounds surveys and workmap development and preparation of easement plats and descriptions.

Capital Improvement Projects, Mount Airy, MD: Director of Surveys for on-call task order contract to provide engineering design and related services for the repair, replacement, upgrade and extension of the water transmission and wastewater collection, stormwater drainage systems and construction of new sidewalk within the Town of Mount Airy.

A/E Services Schedule, Washington, DC: Senior Manager, Surveys/ROW for the Metropolitan Branch Trail Design Project. Responsible for oversight of survey assignments, including field surveys, ROW and mapping of the trail alignment, preparation of a topographic survey of project site, property survey and utility survey and designation.

Ponder Cove Drainage Study, Anne Arundel County, MD: Chief of Surveys responsible for the establishment of property lines, existing ROW and the preparation of 17 easement plats and metes and bounds descriptions. This project was needed to alleviate persistent flooding in the 200-acre Ponder Cove and Holly Hill Harbor communities.

On-Call Environmental Design Services, Harford County, MD: Senior Manager, Surveys/ROW responsible for topographic surveys for four SWM pond retrofit design in the Wheel Creek Watershed for Ponds B (SHA-owned pond); Ponds C (located on a private property at the Festival at Belair Mall); Ponds D &E (Country Walk Pond North and South. Specific tasks performed included the establishment of horizontal and vertical control on Maryland State Plane Coordinate System; topographic surveys, including data such as streams, culverts, vegetation, roads, paving, visible utilities; and the development of topographic base mapping.

Environmental Design and Permitting Services, Statewide, MD: Senior Manager, Surveys/ROW responsible for the oversight and supervision of all survey aspects for property research, preparation of property mosaics, metes and bounds field surveys, and the preparation of re-forestation easement plats, prepared to SHA Plats and Surveys CADD Standards for 12 sites in Harford, Cecil, Baltimore and Frederick Counties.

Winters Lane, Baltimore County, MD: Chief of Surveys for boundary and topographic surveys associated with this 0.5-mile segment of roadway in the Catonsville area. Supervised the topographic surveys, consisting of the horizontal and vertical locations of roads, paving, utilities, stream, ground elevations, slopes and trees for the preparation of a topographic base map. Supervised the collection of all pertinent boundary evidence, performed metes and bounds computations for the purpose of re-establishing the property lines, prepared ROW plats for acquisition of additional land for roadway widening and slope and drainage easements.

MD 147 from Joppa Road to 700' North of Joppa Road, Baltimore, MD: Chief of Surveys for a detailed topographic survey for roadway improvements. Responsible for field data processing and supervised the development of a 3-D base map. Supervised the metes and bounds surveys of approximately 20 properties.

Kenwood Avenue, Baltimore County, MD: Party Chief for cross-sections, right-angle topographic surveys and boundary surveys for the preparation of ROW plats for SHA.

Double Rock Park Stream Bank Stabilization, Baltimore County, MD: Chief of Surveys for supervision of stakeout of test pits and boring locations for the purpose of uncovering existing sanitary sewer and waterline pipes to be avoided during the design and rehabilitation of this Baltimore County watershed. Established on site horizontal and vertical control to be used in the future location of the existing sanitary sewer and waterlines.

Engineering and Surveying Services for SHA District 4, Baltimore and Harford Counties, MD: Survey Chief in Charge of topographic and property surveys for widening MD 147 from Joppa Road to south of Jomat Ave. Task includes preparation of property mosaic and ROW plats.

MD 147 (Harford Road)/Joppa Road, Baltimore, MD: Chief of Surveys for boundary and topographic surveys associated with improvements to MD 147.

Eastern Avenue Reconstruction and Streetscape, Baltimore, MD: Chief of Surveys for the improvements to Eastern Avenue from Lehigh Street to the City Line. This 1.5-mile project includes topographic surveys to accommodate the overall rehabilitation and street enhancement.

Martin State Airport, Baltimore, MD: Chief of Surveys for the establishment of horizontal and vertical control and supervised the gathering of all pertinent information to perform a detailed topographic survey of Runway 15-33. Supervised the production of a topographic base map to be used as a design base for runway improvements. Performed stakeout of borings for the gathering of geotechnical information.

Red Line Transit Project, Baltimore, MD: Survey and ROW Discipline Lead for the engineering design of this 14-mile light rail line. Some of the tasks include the supervision of the low level photogrammetry; metes and bounds survey for approximately 800 properties along the project corridor; utility surveys, including MOT, supplemental topographic surveys and laser scanning of a CSX tunnel.

Wilmington Riverfront - Garasches Lane, Wilmington, DE: Senior Manager in charge of Surveys and ROW providing oversight for the field survey services, including establishment of horizontal and vertical control using GPS and conventional methods; obtaining topographic survey data; the preparation of a property mosaic of approximately 20 properties along the project corridor; and metes and bounds and ROW surveys. RK&K performed a topographic survey along the project corridor, obtaining such pertinent data as curbs, paving, vegetation, wetlands, visible utilities and gravity sewers, grade breaks and slopes, building structures, railroad tracks, and prepared a topographic base map for engineering design. We located property and ROW evidence, re-established existing ROW and boundary lines and prepared a metes and bounds workmap showing ownership, courses, distances.

FREDERICK GREIM, III, PROF LS

Education: Coursework / Land Surveying
Registrations / Certifications: Prof LS / Professional Land Surveyor / MD / #21518
Years of Experience: 32

Mr. Greim is a Surveyor with RK&K with more than 32 years of experience as a survey technician and licensed Professional Land Surveyor preparing and sealing many different types of surveys, including ALTA, subdivision record plats, condominium plats, boundary surveys, SHA ROW donation plats, public and private easement plats, metes and bounds descriptions, topo base maps, location surveys, public and private as-built surveys and liquor license surveys. Mr. Greim has prepared fieldwork for survey crews, including construction stakeout and cut sheets. His duties have included scheduling survey crews and office work to ensure submittal and closing dates were met.

Deale Beach Pumping Station, Deale, MD: As the Licensed Surveyor, Mr. Greim managed and reviewed all land surveying work, including development of the topographical map for the Engineer's design and determination of parcel property lines.

South Shore Trail, Millersville, MD: As the Licensed Surveyor, Mr. Greim managed and reviewed all land surveying work, including development of the topographical map for the Engineer's design, determination of parcel property lines and preparation of ROW and easement plats with metes and bounds descriptions for this 2,100-foot hiker-biker trail.

Clarence Avenue, Severna Park, MD: As the Survey Technician, Mr. Greim prepared the deed mosaic for ROW alignment for this 1,000-foot road extension. He computed and adjusted field run control, processed field crew's raw data to develop topographical map for the Engineer's design, determined parcel property lines and prepared ROW and easement plats with metes and bounds descriptions.

Womack Drive, Annapolis, MD: As the Survey Technician, Mr. Greim prepared the deed mosaic for ROW alignment for a road widening and extension project of approximately 1,200-feet in length. He computed and adjusted field run control, processed field crew's raw data to develop topographical map for the Engineer's design and determined parcel property lines.

Science Park Road (now known as Admiral Cochrane Drive), Annapolis, MD: As the Survey Technician Mr. Greim prepared the deed mosaic for ROW alignment. He computed and adjusted field run control, processed field crew's raw data to develop topographical map for the Engineer's design, determined parcel property lines and prepared ROW and easement plats with metes and bounds descriptions for a new road project of approximately 3,475-feet in length.

JOHN C. FLANIGAN

Education: AA / General Studies / 1989
Certificate /Engineering Technologies

Years of Experience: 30

Mr. Flanigan has been responsible for the development of metes and bounds plats for transportation projects. In his 30 year career, Mr. Flanigan has gained valuable knowledge of computer software programs (Bentley Systems MicroStation V8 and J, Geopak, Intergraph's Cogo Classic and CogoWorks, SHA's MCPC, and RK&K's CTCOGO and MicroCOGO) and both MD SHA and Delaware DOT CADD Standards to aid with the preparation of metes and bounds ROW plats. Mr. Flanigan has extensive experience in record research of deeds and plats. Mr. Flanigan assisted in coordination on survey tasks with other departments and with client representatives from federal, state, local agencies and the private sector.

Comprehensive Engineering, Takoma Park, MD: Surveyor; performed deed and document research for all the effected properties impacted by the project. This information was used to generate a property mosaic, which was used by the field crew to locate property monuments and other topographic features used to determine the location of the property lines. This information was used to compute the property line locations.

Observation Drive/Father Hurley Boulevard, Montgomery County, MD: Surveyor providing property owners and document research for the project, computed ROW impacts, and prepared ROW plats for the project.

Fenton Village Pedestrian Linkages Project, Georgia Avenue East Side Streetscape Improvements, Silver Spring, MD: Surveyor providing property owners and document research for the project. Project involved new sidewalk and streetscape improvements along the east side of Georgia Avenue (MD 97) between Wayne Avenue and Selim Road, a distance of approximately 1,650-feet. Phases I/II included the portion between Wayne Avenue and Silver Spring Avenue and Phases III/IV included the portion between Silver Spring Avenue and Selim Road.

Field Surveys and Metes and Bounds Play Preparation, Statewide, MD: Surveyor for more than 40 tasks providing the SHA, Plats and Survey Division surveying services throughout the State. Surveys included field surveys, topographic mapping, ROW plat development and office support services.

Justison Landing, Wilmington, DE: Surveyor; this is an ongoing project area starting at the intersection of Martin Luther King Boulevard and Justison Street and runs south along the Christina riverfront involving the computing of the existing property and ROW lines, the reestablishment of 2-miles of Amtrak's Northeast Corridor, property of unknown ownership, and the re-subdivision of existing properties as part of the riverfront redevelopment. This includes the preparation of ROW plans and subdivision plats for the project area. The following projects have been completed or are in some phase of design in the project area: Justison Street Phase 1, Justison Street Phase 2 and Christina Crescent subdivision and ALTA Land Title Survey as well as preparation of numerous legal descriptions and exhibit plats.

A Street, Wilmington, DE: Surveyor computed existing property and ROW lines along with the proposed ROW for this project. Prepared the ROW plans. The property mosaic for this project was used in the preparation of ROW plans for two other projects. They were the Christina Riverfront, South Bank Bulkhead and the Christina Riverfront, South Bank Walkway. South Bank Bulkhead involved the reconstruction of the bulkhead and the South Bank Walkway was the creation of a walkway along the riverfront.

Putty Hill Avenue, Baltimore County, MD: Surveyor; computed the existing property lines and ROW lines along the proposed ROW for streetscape project. Project in included the preparation of 12 ROW plats.

Kenwood Avenue, Baltimore County, MD: Surveyor; computed the existing property lines and ROW lines along the proposed ROW for streetscape project. Project in included the preparation of six ROW plats.

ROBERT P. GOUDREAU

Education: High School Diploma
Years of Experience: 23

Mr. Goudreau is a Senior Survey Technician within RK&K's Survey Group. Mr. Goudreau has 23 years' experience in Maryland, Virginia and the District of Columbia. His experience includes topographic surveys, boundary surveys, control surveys, GPS surveys, as-built surveys and construction stakeout. Mr. Goudreau is a Certified Survey Technician Level III with a focus on Boundary.

Comprehensive Engineering, Takoma Park, MD: Surveyor; responsibilities included researching and preparing property mosaics. Planned, supervised and processed daily field work activities of field staff.

Preliminary and Final Design Services for SHA District 3, Prince George's County, MD: Surveyor for MD 5 Brandywine ROW Plats. Performed CADD work in support of assembling ROW plats.

Corridor Cities Transitway, Montgomery County, MD: Surveyor/CADD responsible for managing and coordinating the metes and bounds effort for this project. In addition, he assisted in preparing a deed mosaic of the properties.

Multi-Disciplinary Architectural, Landscape Architectural and Engineering Services, Montgomery County, MD: Surveyor/CADD for McKendree Estates. Performed metes and bounds research and managed field locations of property evidence. Processed topographic survey.

Intercounty Connector, Montgomery and Prince George's Counties, MD: Quality Control/Quality Assurance Manager for Surveys. Managed and coordinated Surveys QC/QA activities at the direction of the GEC for Segments A, B and C. Also managed survey activities in support of Environmental Mitigation Design for the GEC.

SAMUEL L. SANDLER

Education: AAS / Computer Aided Design for Architectural Engineering / 2012
Years of Experience: 5

Mr. Sandler is a Survey Technician performing both field and office work to support the performance of surveys and preparation of mapping, property boundaries and plats. He obtained an AAS degree from CCBC in Computer Aided Design for Engineering and Architectural purposes. He is fluent in 2D and 3D drafting and has worked extensively with ArcGIS, AutoCad, MicroStation, Inventor, 3DsMax and RevIt. Prior to working at RK&K, Mr. Sandler designed electrical distribution by mapping substations and underground cable paths and provided area and electrical manhole surveys. Mr. Sandler possesses Confined Space Training through Life-Seed Inc.

Surveying and CADD Services: CADD Designer responsible for recovering physical property markers, set traverse, operated field equipment (electronics: GPS, laser gun, data collector) and determined elevation for the following projects:

- ***MTA Civil Engineering Design Services, Baltimore City and Anne Arundel Counties, MD***
- ***SHA District 4 Surveying and Engineering Services, Baltimore City and Anne Arundel Counties, MD***

Processed raw field data and analyzed data systems to best fit regional needs, ran instruments and rods in the field, and searched and recovered data points for the following projects:

- ***Red Line Corridor Transit Study, Baltimore, MD***
- ***Environmental Design Services On-Call, Harford County, MD***
- ***Stemmers Run Relief Wastewater Pumping Station and Force Main, Baltimore County, MD***
- ***DelDOT Christina River Bridge Crossing, Wilmington DE***

JOSEPH P. HASKINS

Education: Certificate / Survey Technology / 1995
High School Diploma / Science and Math / 1988

Years of Experience: 27

Mr. Haskins has 27 years of surveying experience with 18 years as a Party Chief. He has performed control, monumentation, centerline/ baseline, topographic, floodplain cross-sections, boundary, ALTA Land Title surveys, utility, ROW and construction surveys for Pennsylvania Department of Transportation, Pennsylvania Turnpike Authority, Delaware Department of Transportation, SHA, MTA, Maryland Transportation Authority, Amtrak, Maryland Port Administration, USACE and numerous private concerns. As a Party Chief, Mr. Haskins is very familiar with efficient utilization of Sokkia Total Station, TDS Ranger Data Collectors, Laser scanning, and TOPCON GR-3 GPS. He has taught field crews how to increase both their efficiency and office efficiency by his systematic approach to data collection. Mr. Haskins is familiar with subsurface utility locations using the VacMaster System (air-vacuum excavation) and the associated surveying procedures. Mr. Haskins has rail safety training from Amtrak, CSX, MTA and highway safety training from SHA.

Comprehensive Engineering, Takoma Park, MD: Surveyor responsible for performing curb line and subsurface utility locations for the design of new sidewalks and ADA ramps.

Baltimore Road Inter-Modal Access Improvements, Rockville, MD: Surveyor responsible for establishing control along Baltimore Road for topographic and boundary surveys.

Montrose Parkway, Rockville, MD: Surveyor responsible for survey control, cross sections, metes and bounds surveys and stakeout of baseline of new roadway.

Intercounty Connector, Montgomery and Prince George's Counties, MD: Surveyor responsible for performing metes and bounds surveys at various locations.

MD 450, City of Bowie and Prince George's County, MD: Surveyor responsible for survey control and a data collection survey of a 3-mile project.

Capital Improvement Projects, Mount Airy, MD: Surveyor responsible for determining the location of water lines and water valves for GIS.

Fleet Street and Cornhill Street Reconstruction, Annapolis, MD: Surveyor responsible for topographic surveys for design of new street and sidewalks.

MD 140 - Taneytown Streetscape, Carroll County, MD: Surveyor responsible for survey control, metes and bounds and data collection survey.

Red Line Corridor Transit Study, Baltimore, MD: Surveyor responsible for performing topographic and boundary surveys for the design and implementation of future Light Rail system. The proposed Red Line is a 14-mile, east-west transit corridor connecting the areas of Woodlawn, Edmondson Village, West Baltimore, downtown Baltimore, Inner Harbor East, Fells Point, Canton and the Johns Hopkins Bayview Medical Center Campus.

Jones Falls Sewershed Study and Plan, Baltimore, MD: Surveyor responsible for setting supplemental GPS Survey Control Monumentation and performed GPS RTK surveys to locate more than 8,000 sanitary sewer manholes at the Western Run and Jones Falls Sewersheds.

Stemmers Run Relief Wastewater Pumping Station and Force Main, Baltimore County, MD: Surveyor responsible for locating sanitary sewer manholes, along with invert information, with GPS RTN.

Towson University Site and Safety Improvements at Towsontowne Boulevard and University Avenue, Towson, MD: Surveyor responsible for multiple topographic and boundary survey services.

G

Hourly Rates

HOURLY RATES

Below, we have provided rates for the staff classifications identified in the RFP including Hydraulic Engineer, Traffic Engineer, Survey Crew and CADD Technician. In addition, we are proposing rates for three additional classifications: Project Manager, Professional Surveyor and Survey Technician. The hourly rates provided below include all overhead, benefits, profits, etc. and will be held firm for the initial contract term of 2 years. After completion of the initial contract term, we propose the rates be renegotiated to account for annual escalation.

TITLE	RATE
Hydraulic Engineer	$ 109.25
Traffic Engineer	$ 109.25
Survey Crew (2-man)	$ 135.00
CADD Technician	$ 87.00
Project Manager	$ 150.00
Professional Surveyor	$ 104.00
Survey Technician	$ 88.50

CHEVY CHASE VILLAGE

ESTABLISHED 1890

RK&K

Required Affidavits and Certifications

NON-COLLUSION AFFIDAVIT

Thomas E. Mohler, PE, being duly sworn on oath, deposes and says:

That he/she is the Partner
(Owner, Partner, Title if on behalf of a Corporation)

of Rummel, Klepper & Kahl, LLP,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Proposal; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Proposal is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)

To be signed by Proposer, if the Proposer is an Individual; or by a Partner, if the Proposer is a Partnership; or by a duly authorized Officer, if the Proposer is a Corporation.

I hereby affirm that:

(1) I am the Partner (Title) and duly authorized representative of Rummel, Klepper & Kahl, LLP (Name of Business Entity) whose address is 300 M Street SE, Suite 880, Washington, DC 20003 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

(2) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and

(3) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State of federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and

(4) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.

(5) Except as described in Paragraph 6 below, neither I nor the above firm nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have debarred or suspended under this subtitle

(6) State "none" or, as appropriate, list any conviction, plea or admission described in Paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to Chevy Chase Village, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Chevy Chase Village may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland. which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Village.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

August 18, 2016		Thomas E. Mohler, PE
Date	Signature	Printed Name

FALSE PRETENSES AFFIDAVIT

I, Thomas E. Mohler, PE, the undersigned Partner
(Office Held)

of Rummel, Klepper & Kahl, LLP, being first duly sworn on oath,
(Name of Business Entity)

affirms and says this 18th day of August, 2016 that I hold the aforementioned office in

Rummel, Klepper & Kahl, LLP
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Village, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

_____(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

SUSPENDED OR BARRED CONTRACTORS AFFIDAVIT

I, Thomas E. Mohler, PE, do hereby certify

that Rummel, Klepper & Kahl, LLP has not been suspended or
(Name of Proposer)

barred from participation in contract activities with any government.

Signature

Partner
Title

August 18, 2016
Date

Wage Requirements Certification

Each Contractor and subcontractor must certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance.

An employer must comply with the Village's wage requirements during the initial term of the Contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The Village will inform the contractor of the adjustment to the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.

The Contractor must submit a Wage Requirements Payroll Report on a yearly basis, for each year of the Contract and at Contract completion. The standard report form and instructions will be provided by the Village.

Business Name	Rummel, Klepper & Kahl, LLP				
Address	300 M Street SE, Suite 880				
City	Washington	State	DC	Zip Code	20003
Phone Number	202.479.2707	Fax Number	855.263.6293		
E-Mail Address	scrumley@rkk.com				

Provide in the spaces below, the contact name and information of the individual designated by your firm to monitor your compliance with the Montgomery County Wage Requirements Law:

Contact Name	William Wood		Title	Manager, HR
Phone Number	410.462.9350	Fax Number	410.728.0832	
E-mail Address	wwood@rkk.com			

In the event that you the "Bidder," are awarded the contract and become a Contractor, I, Thomas E. Mohler, PE, do hereby certify that Rummel, Klepper & Kahl, LLP (Name of Bidder), and any and all of its subcontractors that perform services under the resultant contract with the Village, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title	Partner
Typed/printed name	Thomas E. Mohler, PE	Date	August 18, 2016

Certificate of Insurance

RUMMKLE-01 JTORREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of America A++, XV	25666
INSURER B : Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Indemnity Company, A++, XV	25658
INSURER D : The Standard Fire Insurance Company	19070
INSURER E : Lexington Insurance Company A, XV	19437
INSURER F :	

INSURED

Rummel, Klepper & Kahl, LLP
81 W. Mosher Street
Baltimore, MD 21217-4250

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	X		680-6A724672	11/01/2015	11/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X		810-1177R748	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-7A45682A	11/01/2015	11/01/2016	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-3792T877	11/01/2015	11/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Professional Liab.			20720875	11/01/2015	11/01/2016	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RK&K Project No. P1608-013, Consulting Engineering Services

Chevy Chase Village is included as additional insured with respects to General Liability, Auto Liability, and Umbrella Liability when required by written contract. 30-day Notice of Cancellation will be issued in accordance with policy terms and conditions.

CERTIFICATE HOLDER

Chevy Chase Village
5906 Connecticut Ave
Chevy Chase, MD 20815

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

From the desk of…

Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
Facsimile (301) 907-9721
michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Board of Managers

From: Michael Younes, Director of Municipal Operations

CC: Shana R. Davis-Cook, Village Manager
Jerry Lesesne, Public Works Supervisor

Date: 9/1/2016

Re: Purchase Authorization – Public Works Tractor/Loader Replacement

---

Background

Included in the FY2017 Capital Improvements Program (CIP) budget's Public Works Vehicles line item is the replacement cost for the Public Works Department's tractor/loader in the amount of $45,000.

The tractor/loader is used to support Public Works operations throughout the year, including for collecting yard brush, planting trees, stump grinding and general material handling. The tractor/loader is also a valuable piece of equipment during winter storm responses for loading salt into the salt spreaders and for clearing snow from around the Village Hall and at intersections.

The Public Works Department's current tractor/loader is over 10 years old. Over the past couple years the unit has required several repairs to the welds on the lift arms and a reoccurring issue with the axle seals leaking and causing a loss of steering. The current tractor/loader is also limited in its lift capacity and lacks the options to fit other useful attachments to support Public Works operations.

Replacement with a Skid-Steer Loader

Staff recommends replacing the current tractor/loader with a skid-steer loader. The skid-steer loader is more ruggedized, has a higher carrying/lift capacity, and it has a significant number of attachments that can be rented to assist in various Public Works functions, including a street sweeping broom and snow blower, among others.

The skid-steer was also highly recommended by several Village contractors, including our paving and sidewalk contractors for its versatile uses. Staff recommends purchasing the New

CHEVY CHASE VILLAGE
ESTABLISHED 1890

Holland L228 skid-steer loader from Gaithersburg Equipment Company since the unit has the best lift and reach capacity of the three (3) quoted loaders.

While the Village's sidewalk contractor was working within the Village, our Public Works staff had the opportunity to test drive the machine to become comfortable with the new controls, the staff stated that the loader was very easy to operate and the controls were very similar to the current tractor.

One major advantage to purchasing a skid-steer loader is that all of the attachments regardless of the manufacture are universal and are available for rental from several vendors, unlike our current tractor/loader unit.

Below is a picture of what the proposed replacement looks like:

Since favorable government contract pricing[1] was not available for the purchase of the proposed unit, staff contacted three (3) local dealers of skid-steer loaders to obtain pricing.

Below is a listing of the received proposals. All units included the following features and accessories:

- Heavy Duty Tires
- Enclosed Cab w/Heat and AC
- 2-Speed transmission
- Front and Rear Work Lights
- Engine Block Heater
- 72" Material Bucket
- Tree Planting Auger

[1] All available government contract pricing was between $3,000 and $5,000 more expensive than the quotes received for the same units.

Gaithersburg Equipment Company	Alban CAT	Metro Bobcat
$43,168	$44,183	$44,244.74

Trading in our current tractor/loader is expected to bring in less value than we would receive by listing the unit the online government surplus auction site, called MuniciBid.com. We have sold equipment via the site in the past and have found the payback to be very good. Staff estimates $3,000 will be received via the auction, which will be credited back to the Village's general fund.

The proposed replacement is in accordance with the Chevy Chase Village Operational Plan for Equipment.

Board Action Requested

In order to ensure that the new skid-steer loader is received and placed in-service for the upcoming winter season, Board authorization is sought at this time.

Board authorization is requested to authorize the Village Manager to purchase one New Holland L228 Skid-Steer loader and associated accessories, in the amount of $43,168.

Draft Motion:

> *I move to AUTHORIZE the Village Manager to purchase one (1) New Holland L228 Skid-Steer loader and associated accessories, in the amount of $43,168 from the Gaithersburg Equipment Company.*

Attachments

CIP Expenditure Detail Sheet
Gaithersburg Equipment Company Proposal

Expenditure Detail Sheet

Public Works Vehicles

Category	Vehicles	**Date Last Modified**	January 13, 2016
Department	Public Works	**Funding Source**	Tax-Based/*SafeSpeed* Eligible/ Reimbursement
		Status	Ongoing

EST. EXPENDITURE SCHEDULE (dollars in thousands)

Equipment Type	Total	Est. FY16	Total 6 Years	FY17	FY18	FY19	FY20	FY21	FY22	Beyond 6 Years
Pick-up trucks (3 total)	126.5	42.5	84	0	42	0	0	0	42	42
Medium-duty dump trucks (2 total)	152	0	152	0	65	87	0	0	0	0
Rear-load trash/yard waste truck	115	0	115	0	0	0	0	115	0	0
Skid-Steer Loader	45	0	45	45	0	0	0	0	0	0
Total	**438.5**	**42.5**	**396**	**45**	**107**	**87**	**0**	**115**	**42**	**42**

EST. FUNDING SCHEDULE (dollars in thousands)

Tax-Based Revenues	295	18	277	25	72	57	0	105	18	18
SafeSpeed Revenues	101	18	83	15	25	25	0	0	18	18
Grants/Reimbursements	42.5	6.5	36	5	10	5	0	10	6	6
Total	**438.5**	**42.5**	**396**	**45**	**107**	**87**	**0**	**115**	**42**	**42**

EST. OPERATING BUDGET IMPACT (dollars in thousands)

Labor/Maintenance			-16	-2	-2	-2	-2	-3.5	-4.5
Materials/Equipment			-6	-1	-1	-1	-1	-1	-1
Total			**-22**	**-3**	**-3**	**-3**	**-3**	**-4.5**	**-5.5**

Description

These vehicles ensure the continuity of operation of Village government while ensuring that public works services such as snow plowing operations, special (bulk) pick-ups, yard waste collection, sidewalk repairs and leaf collection are maintained as outlined in the Chevy Chase Village Vehicle Plan. Due to the need for these vehicles to be used for pedestrian, vehicular and public safety needs, a certain percentage of the expenditures are eligible to be paid out of the *SafeSpeed* revenues.

- Medium-duty dump trucks. In years FY18 and FY19 the Village's projects to replace its two (2) medium-duty dump trucks. The Village currently maintains two (2) medium-duty dump trucks of varying carrying capacities. It is projected that the smaller of the two (2) would be replaced in FY18 and the larger in FY19. It is required that the larger of the two (2) dump trucks be replaced or maintained due to it required need to transport salt from County and State facilities to the Village in winter weather and leaf collection operations.
- Skid-Steer Loader: In FY17, the Village tractor/loader is scheduled for replacement. Instead of purchasing an identical replacement, staff is recommending replacement with a skid-steer loader ("Bobcat"). The skid-steer loader is more ruggedized, has a larger carrying/lift capacity, and it has a significant number of attachments that can be rented to assist in various Public Works functions, including an auger, street sweeping broom and snow blower.

Estimated Schedule

Vehicles would be purchased on an as-needed basis and in accordance with the Chevy Chase Village Vehicle Operational Plan. The Village's small dump-body truck has been performing well, therefore replacement originally scheduled for FY17 has been deferred until FY18 at which time replacement will be re-evaluated.

Cost Change

The cost associated with replacement of the skid-steer loader has been adjusted up by $5K due to market increases.

Justification

These vehicles will ensure the continuity of operation of Village government while ensuring that Village public works services such as snow plowing operations, special (bulk) pick-ups, yard waste collection, sidewalk repairs and leaf collection. Replacement will be in accordance with the Chevy Chase Village Vehicle Plan.

Coordination

- Board of Managers
- General Government
- Public Works Department

GAITHERSBURG EQUIPMENT COMPANY
700 East Diamond Avenue • Gaithersburg, MD 20877
(301) 670-9300 • FAX (301) 926-3705
1-800-734-8508

NEW HOLLAND

Kubota

NEW HOLLAND CONSTRUCTION

QUOTE

Chevy Chase Village

NAME: Michael
PHONE:
FAX:
EMAIL:

QTY	DESCRIPTION		
1	L228 New Holland Skid Steer Loader		$55,999.00
	12:00 X 16.5 HD 10Ply Tires		
	Factory Cab With Heater & AC		
	2 Speed Transmission		
	Suspension Seat		
	Engine Block Heater		
	Front & Rear Work Lights W/ Flashers		
	72" Material Bucket		
1	HAS/RAD Auger Drive Unit Planetary Drive		$2,978.00
	W/ 36" Auger Bit		
	Sub Total		$58,977.00
	Municipal Discount		$15,809.00
	Delivered Price		$43,168.00

DESCRIBE TRADE-IN

MAKE :
MODEL :
YEAR :
S/N :

SUBTOTAL	$43,168.00
TAX	
TOTAL	$43,168.00
DOWNPAYMENT	
NET PRICE	$43,168.00

THANK YOU, Bill Lindner — 8/30/2016
Authorized By — Date

June 30, 2016

MEMORANDUM to the Chevy Chase Village Board of Managers

From: The Village Environment and Energy Committee

Subject: Reducing Pollution from Leaf Blowers

The Environment and Energy Committee would like to call the Board's attention to a persistent environmental issue that is detrimental to the health and well-being of residents of Chevy Chase Village and an increasing source of frustration to residents who are chronically exposed. The issue is pollution from leaf blowers. This memorandum provides background information and some suggested actions the Board might consider initiating.

Background

Pollution from portable, two-stroke engine leaf blowers (and other portable outdoor power equipment) is significant. This includes:

(i) high frequency noise pollution, which is not only irritating and emotionally stressful, but can cause cumulative hearing loss to those exposed at close range, without adequate protection:

(ii) exposure to carbon pollution, in the form of micro-particles (so called black carbon) and carbon monoxide—both highly toxic;

(iii) greenhouse gasses in the form of Nitrogen Oxides (NOX) and Sulfur Oxides (SOX);

Additionally, any leaf blower, whether gas or electric, creates pollution in the form of dust and debris including mold and fungal spores, weed seeds, pollen, lawn pesticides, and animal feces. This dust, blown into the air at high velocity, may remain air borne for hours, causing allergic reactions, aggravating existing respiratory conditions to those exposed and putting children and seniors, who are more vulnerable, at risk.[1]

While the Village has adopted Montgomery County regulations on the maximum decibel level that leaf blowers may emit[2] along with restrictions to daytime hours of operation, there are no provisions to address the more serious pollution issues related to carbon emissions, air-borne dust and debris--and their cumulative impacts on residents' health and the environment. These are significant concerns which could benefit from greater community awareness.

Mary Cheh, DC Council Member of Ward 3, introduced legislation in January 2016 (the Leaf Blower Regulation Amendment Act of 2016) to amend the Noise Control Act of 1977. The legislation would prohibit the sale and use of gasoline-powered leaf blowers in the District, effective January 1, 2022. This delayed entry into force would allow lawn-care providers time to phase in electric leaf blowers, as they replace gas-powered blowers whose useful time limit (typically 5 years) has been reached. No final vote has been taken by the Council yet, but the Environment and Energy Committee are following this

---

[1] "Most gas-powered leaf blowers and weed trimmers are 2-stroke engines, which are light and inexpensive, but remarkably inefficient at fuel combustion. They emit high levels of nitrous oxide (NO), hydrocarbons HC), and carbon monoxide (CO). According to the California Air Resources Board, these engines emit 499 times more HC, 49 times more particulates, and 26 times more carbon monoxide than an average car. With wind speeds exceeding 180 MPH, mold and fungal spores, weed seeds, pollen, lawn pesticides, and animal feces are blown into the air that we breathe, staying aloft for hours to even days. Our children are particularly vulnerable with their small but rapidly growing bodies, and because they are most likely to be playing outdoors." *Lawrence S. Block, MD. Swamscott Board of Health, MA.*

[2] Although Section 31B-9 of the Montgomery County Noise Control Ordinance limits the noise level of leaf blowers sold and operated in the Country to 70 dB at a distance of 50 feet this standard is not practical for an area such as the village, which has houses that immediately adjoin one another. The County Department of Environment will come out and test equipment in neighborhoods in response to complaints registered by residents that noise levels may be exceeding the 70 dB limit.

proposal, which if implemented, would set a precedent for landscape companies operating in the area to follow, thus likely standardizing equipment that is used in surrounding communities

Not only would switching to electric powered blowers and lawn equipment sharply reduce air pollution (including Green House Gas effects) if electricity is generated through wind or other renewables, according to the Washington Post and Consumer Reports[3], the best handheld electric leaf blowers are comparable in power to gas-powered blowers, weigh less, and generate less noise pollution. The amount of dust and debris churned up would still be a concern, but this can be mitigated to some extent by putting the power mower on a lower setting.

Of course, the best way to eliminate all impacts from leaf blowers on the Village is to ban their use. This would result in a reduction of noise, infringement of residents' enjoyment of a tranquil atmosphere in the Village, air pollution, and respiratory and other health concerns. The Committee is not recommending a ban at this time but suggests some actions by the Board that will make our neighbood quieter and cleaner

Suggested Board Actions:

The E & E Committee requests that the Board recognize leaf blower noise and pollution as a serious problem which can be reduced by Board and resident actions. Proposed actions include the following:

1. Send a letter to inform Village residents of this concern and ask that residents talk with their contractors about ways to reduce noise and air pollution. We ask that individual homeowners instruct their lawn care and leaf removal services to use the lowest possible fan speed on their current equipment to decrease the amount of noise and also to decrease the amount of atmospheric pollution from allergens and bacteria.

2. Limit leaf blowing and lawn care clean-up to electric-only apparatus. This measure has become increasingly common among communities as a first step..

3. Consider adopting regulations to phase out use of gas-powered leaf blowers in the Village within a given time frame. This would be informed by the responses from a survey of residents, conducted by the Environment and Energy Committee (see below).

4. Help enforce Montgomery County regulations that require all leaf blowers operating in Montgomery County to operate at 70 dB or less. Residents and Village staff can check for ANSI (American National Standards Institute) sticker on the leaf blower, specifying the sound level output of the equipment. If the equipment does not have a sticker, the leaf lower should be tested to ensure compliance with regulations. Testing could be done by Montgomery Co. Department of Environment staff or Village staff. Repeated documented use of a non-compliant blower could result in a fine and other actions.

Resident Actions:

If you employ a lawn service, suggest that when they change equipment, they switch to electric or battery powered machines. In the meantime, advise their workers to use the lowest setting possible when operating their equipment, blowers, mowers, etc. Use only one machine at a time to reduce the noise. Remind lawn care services that equipment must be in compliance with Montgomery County noise

[3] The Washington Post, "How bad for the environment are gas-powered leaf blowers?" https://www.washingtonpost.com/national/health-science/how-bad-for-the-environment-are-gas-powered-leaf-blowers/2013/09/16/8eed7b9a-18bb-11e3-a628-7e6dde8f889d_story.html

regulations. Residents can look to see if there is an ANSI sticker indicating maximum decibel level on the equipment.

Environment and Energy Committee Actions:

1. Sponsor a lecture on alternatives to gas-powered leaf blowers and other lawn equipment as part of the Sustainable Living Lecture Series. This could include a review of best practice in other neighborhoods and across the country, as well as a list of equipment that provides residents with more environmentally friendly options. The lecture could also serve as a forum for informed discussion on the issue, including feedback from residents.

2. Conduct a survey of residents' views on the use of leaf blowers in Chevy Chase Village, and whether they would be in favor of phasing out gas-powered blowers or all blowers over a specified time period. Compile results and submit to the Board for further action.

We look forward to the Board's response, and to moving forward with several of the actions proposed.

Thank you.

Respectfully submitted,

Marea Hatziolos, PhD
Marilyn Bracken, PhD
On behalf of the Environment and Energy Committee

From the desk of…

John M. Fitzgerald, Chief of Police
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
john.m.fitzgerald@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Board of Managers

CC: Shana Davis-Cook, Village Manager

From: John M. Fitzgerald, Chief of Police JMF

Date: September 6, 2016

Re: Updated Memorandum of Understanding between the Chevy Chase Village Police Department and the Montgomery County Police Department

---

For many years, the Chevy Chase Village Police Department and the Montgomery County Police Department (MCPD) have had a written Memorandum of Agreement dealing with operational issues. Last year, I started the process of updating the 2006 MOU.

Lt. Dasilva and I worked with MCPD staff to make mostly minor revisions to reflect changes in the report writing process (we write our own). The only notable modification resolves a problem that crops up from time to time. For many years, the language of the MOU has contained language which states that each agency will serve the other's warrants that come to their attention. The reciprocal language has worked for the most part, but it was imperfect.

With few exceptions in Maryland law, Village police officers have no police authority in Maryland outside of the Village boundaries. When a wanted person comes to the attention of a Village police officer, the officer may arrest that individual and serve the warrant only if the officer makes that arrest within the confines of the Village. Most of the time, our contacts occur within the Village, and there is no problem. There are times, however, when the contact occurs outside of the Village and the results are problematic. This is best illustrated by a realistic hypothetical:

A Village police officer observes a car run a stop sign on northbound Brookville Road at Primrose Street and gets the car stopped on Brookville at Raymond Street in Martin's Additions (this happens regularly). While on that traffic stop, the officer learns that the driver is wanted on a bench warrant for failing to appear for court on charges of heroin possession and shoplifting. The officer would be able to write the traffic ticket, but he/she would have no authority to arrest the driver and serve the warrant. Our officer would have to call for assistance from Montgomery County and remain on the traffic stop until a county officer arrived. During busy periods, this could easily take 30 minutes or more. This is not only inefficient, but it compromises our employee's legal standing as well as their safety.

From a legal standpoint, the officer in the above hypo is in the awkward position of having no police authority to detain or arrest the driver on the warrant, yet he/she feels obligated to detain the wanted person until a county officer arrives. From a safety perspective, the officer has to stand by with

CHEVY CHASE VILLAGE
ESTABLISHED 1890

an un-handcuffed wanted person for an uncomfortably long period of time. There is an easy fix for this problem through the MOU process.

Maryland law enables police chiefs to enter into an agreement which would allow officers to serve arrest warrants in each other's jurisdiction. Village Counsel Suellen Ferguson worked with Assistant Montgomery County Attorney David Stevenson to create language to insert into the MOU which would enable a Village police officer to serve arrest warrants that come to their attention outside the Village but within Montgomery County (as in the scenario above). We have also drafted new language to modify our agency policy in order to implement the new MOU language. The draft policy would further narrow the scope of the MOU by requiring that 1) the Village officer be on duty, and 2) that the officer discover the existence of the warrant during the course of his/her duties.

I have not issued the policy or the new MOU to Police Department staff pending ratification by the Board. I respectfully request the Board's approval of the MOU so that we can implement it.

I have attached three documents to assist you:

- A markup version of the MOU so that you can see the old language as well as the changes;
- A clean version of the final MOU; and
- Our draft general order which includes the implementation language (see section III. B. on page 1).

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHEVY CHASE VILLAGE POLICE DEPARTMENT
AND
THE MONTGOMERY COUNTY DEPARTMENT OF POLICE

WHEREAS, the Chevy Chase Village Police Department and the Montgomery County Department of Police are desirous of maintaining the highest degree of cooperation in order to provide the maximum level of professional police service utilizing the police personnel of both agencies, all principals agree to the following "Memorandum of Understanding".

Definitions:

"Village Police"	means the Chevy Chase Village Police Department
"County Police"	means the Montgomery County Department of Police
"Village"	means Chevy Chase Village
"County"	means Montgomery County, Maryland

ARTICLE 1 CHEVY CHASE VILLAGE POLICE RESPONSIBILITY

1.1 Village Police officers have concurrent responsibility for the enforcement of all Village, County, and State laws within its geographical boundaries. Village Police officers will **provide patrol and 1st responder services, as well as other functions as may be required by the Village Police Chief, within ~~the~~ Village boundaries.** ~~concentrate patrol, both vehicular and foot, within the Village boundaries where visible deterrent is most effective. Additionally, Village Police officers shall assume the responsibility of checking business establishments, enforcing traffic laws, and other special duties as may be required by the Village Police Chief~~

1.2 Village Police officers shall respond as directed by the Public Safety Communications Center and shall clear **calls for service in accordance with County Police procedures. Village Police officers shall write police reports in accordance with Village Police report writing procedures. Following review by a Village Police supervisor and command staff, copies of Village Police reports will be forwarded to the County Police 2nd District and to any County Police specialized unit as necessary and appropriate.** ~~and/or write reports in accordance with the. County Police Field Report Manual. Such reports shall be filed in a timely manner with the County Police Records Division. Such reports shall be submitted to the County Police Records Division after appropriate review by a Village Police supervisor and command staff.~~

1.3 ~~The~~ **A** Village Police officer dispatched to the scene by the County's Public Safety Communications Center shall assume authority on the scene in the absence of a Village Police supervising officer or an officer of the rank of Sergeant or above of the County Police, with the exception of specialized units.

1.4 Village Police officers, pursuant to the provisions of Maryland Code, Criminal Procedure Article 2-102, can enforce County and State laws, except the Maryland Vehicle Law, outside the Village geographical boundaries when ~~directed~~ **requested** by the County's Public Safety Communications Center or a County Police supervisor to respond to a location outside the geographical boundaries of the Village. This responsibility includes only the authority to respond to any County Police officer or Public Safety Communications Center request for backup or assistance in the vicinity of the geographical boundaries of the Village. A request by the Montgomery County Police for Village officers or other Village Police resources not within the vicinity of the of the Village's geographical boundaries will be evaluated by the on-duty Village Police supervisor prior to the Village agreeing or declining to provide those officers or resources. The Village Police officer dispatched to the scene by the Public Safety Communications Center shall assume authority on the scene until the first County Police officer arrives at the scene

1.5 **As authorized by §2-103 of the Criminal Procedure Article, Annotated Code of Maryland, Village Police officers may serve an arrest warrant in the County in an emergency or non-emergency situation. When practical, the Village Police officer attempting service shall notify the County Police of the warrant attempt, including location and name of the defendant, prior to service of the warrant. Whenever practical, a County Police officer shall accompany the Village Police officer attempting service. When serving arrest warrants under the terms of this paragraph, arresting Village Police Officers are participating in a joint operation (regarding the service of arrest warrants) with the County Police, as authorized by Section 2-103 (b) of the Criminal Procedure Article of the Maryland Code. ~~when serving arrest warrants under the terms of this paragraph~~. Village Police Officers serving said arrest warrants must act in accordance with the regulations adopted by the Village Police Chief to carry out this joint operation.**

1.6 In the event a Village Police officer responds to an incident requiring specialized support services not within the scope of existent Village Police resources, the Village Police officer shall promptly notify the appropriate County Police unit and explain in detail the nature of assistance required. This will be accomplished via telephone wherever possible. Upon arrival of such specialized County Police officer(s), the Village Police officer will adhere to their direction.

1.7 Upon arresting an individual wanted on a Montgomery County warrant, ~~the~~ **a** Village Police **officer** shall serve that individual with the warrant.

1.8 The Village Police shall maintain its General Orders and policies of patrol procedures in general accordance with existing County Police standards so as to minimize any conflicts between the operating procedures of the two departments.

1.9 The Village Police Chief, or designee, shall forward to the County Police Second District Commander (Bethesda), any complaints of police misconduct by County Police officers and/or failure of County Police officers to meet the standards of this Agreement.

1.10 Upon receiving written complaints against its officers for **misconduct or** failure~~ing~~ to comply with this Agreement, the Village Police shall take appropriate action. ~~to assure compliance.~~

ARTICLE 2 MONTGOMERY COUNTY POLICE RESPONSIBILITY

2.1 The County Police shall provide services within the Village to the same extent and degree as services are performed and furnished in other areas within the County, including the investigation of criminal offenses, traffic collisions, and enforcement of traffic laws. ~~as well as the use of speed control devices.~~

2.2 The County Police shall make available to the Village Police, upon request, statistical data relative to criminal activities, motor vehicle collisions and other pertinent information, as maintained by the County Police.

2.3 County Police officers will be dispatched to calls for service received by the County's Public Safety Communications Center within the Village on a nearest available basis.

2.4 The County Police shall assign to the Village Police radio numbers with 9-Mary prefixes. Village Police units may be dispatched by the County's Public Safety Communications Center to handle any call in the Village or to assist County Police units **within the Village** as required.

2.5 ~~The County Police shall be the recipient of all County Police event reports and Maryland State Police collisions reports taken by Village Police officers and County Police officers in the Village. All reports shall be reviewed in accordance with existing County Police policy.~~ When a County Police detective investigates an incident within the Village Police jurisdiction, the County Police will report the crime statistic to the Maryland State Police UCR program.

2.6 ~~The County Police shall provide the necessary training to continually acquaint and update Village Police officers in the proper completion of required reports.~~

2.7 The County Police Second District Commander (Bethesda) shall forward to the Village Police Chief any complaints of police misconduct by Village Police officers and/or failure of Village Police officers to meet the standards of this Agreement.

2.8 Upon receiving written complaints against its officers for **misconduct or** failure to comply with this Agreement, the County Police shall take the appropriate action. ~~to assure compliance.~~

2.9 Upon arresting an individual wanted on a Village Police warrant, a County Police officer shall serve that individual with the warrant.

2.10 In the event that County Police units are called to respond to a **critical incident within the Village, such as an active shooter incident, ~~or~~** hostage/barricade situation, **or other critical incident, ~~within the Village~~**, the responding County "Incident Commander", as specified in County Police Directive 950, will assume command of the scene in accordance with the procedures contained therein.

ARTICLE 3 REVIEW OF AGREEMENT

3.1 Representatives of the two departments will meet periodically to review this Agreement and make such modifications as may be deemed necessary.

ARTICLE 4 TERMINATION

4.1 This Agreement may be terminated within sixty days by either party upon written notice from one party to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this

_____ day of _____, 2016.

By: _____
John M. Fitzgerald
Chief of Police
Chevy Chase Village Police Department

By: _____
J. Thomas Manger
Chief of Police
Montgomery County Department of Police

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHEVY CHASE VILLAGE POLICE DEPARTMENT
AND
THE MONTGOMERY COUNTY DEPARTMENT OF POLICE

WHEREAS, the Chevy Chase Village Police Department and the Montgomery County Department of Police are desirous of maintaining the highest degree of cooperation in order to provide the maximum level of professional police service utilizing the police personnel of both agencies, all principals agree to the following "Memorandum of Understanding".

Definitions:

"Village Police"	means the Chevy Chase Village Police Department
"County Police"	means the Montgomery County Department of Police
"Village"	means Chevy Chase Village
"County"	means Montgomery County, Maryland

ARTICLE 1 CHEVY CHASE VILLAGE POLICE RESPONSIBILITY

1.1 Village Police officers have concurrent responsibility for the enforcement of all Village, County, and State laws within its geographical boundaries. Village Police officers will provide patrol and 1st responder services, as well as other functions as may be required by the Village Police Chief, within Village boundaries.

1.2 Village Police officers shall respond as directed by the Public Safety Communications Center and shall clear calls for service in accordance with County Police procedures. Village Police officers shall write police reports in accordance with Village Police report writing procedures. Following review by a Village Police supervisor and command staff, copies of Village Police reports will be forwarded to the County Police 2nd District and to any County Police specialized unit as necessary and appropriate.

1.3 A Village Police officer dispatched to the scene by the County's Public Safety Communications Center shall assume authority on the scene in the absence of a Village Police supervising officer or an officer of the rank of Sergeant or above of the County Police, with the exception of specialized units.

1.4 Village Police officers, pursuant to the provisions of Maryland Code, Criminal Procedure Article 2-102, can enforce County and State laws, except the Maryland Vehicle Law, outside the Village geographical boundaries when requested by the County's Public Safety Communications Center or a County Police supervisor to respond to a location outside the geographical boundaries of the Village. This responsibility includes only the authority to respond to any County Police officer or Public Safety Communications Center request for backup or assistance in the vicinity of the geographical boundaries of the Village. A request by the Montgomery County Police for Village officers or other Village Police resources not within the vicinity of the of the Village's geographical boundaries will be evaluated by the on-duty Village Police supervisor prior to the Village agreeing or declining to provide those officers or resources. The Village Police officer dispatched to the scene by the Public Safety Communications Center shall assume authority on the scene until the first County Police officer arrives at the scene

1.5 As authorized by §2-103 of the Criminal Procedure Article, Annotated Code of Maryland, Village Police officers may serve an arrest warrant in the County (outside the Village boundaries) in an emergency or non-emergency situation. When practical, the Village Police officer attempting service shall notify the

County Police of the warrant attempt, including location and name of the defendant, prior to service of the warrant. Whenever practical, a County Police officer shall accompany the Village Police officer attempting service. When serving arrest warrants under the terms of this paragraph, arresting Village Police Officers are participating in a joint operation (regarding the service of arrest warrants) with the County Police, as authorized by Section 2-103 (b) of the Criminal Procedure Article of the Maryland Code. Village Police Officers serving said arrest warrants must act in accordance with the regulations adopted by the Village Police Chief to carry out this joint operation.

1.6 In the event a Village Police officer responds to an incident requiring specialized support services not within the scope of existent Village Police resources, the Village Police officer shall promptly notify the appropriate County Police unit and explain in detail the nature of assistance required. This will be accomplished via telephone wherever possible. Upon arrival of such specialized County Police officer(s), the Village Police officer will adhere to their direction.

1.7 Upon arresting an individual wanted on a Montgomery County warrant, a Village Police officer shall serve that individual with the warrant.

1.8 The Village Police shall maintain its General Orders and policies of patrol procedures in general accordance with existing County Police standards so as to minimize any conflicts between the operating procedures of the two departments.

1.9 The Village Police Chief, or designee, shall forward to the County Police Second District Commander (Bethesda), any complaints of police misconduct by County Police officers and/or failure of County Police officers to meet the standards of this Agreement.

1.10 Upon receiving written complaints against its officers for misconduct or failure to comply with this Agreement, the Village Police shall take appropriate action.

ARTICLE 2 MONTGOMERY COUNTY POLICE RESPONSIBILITY

2.1 The County Police shall provide services within the Village to the same extent and degree as services are performed and furnished in other areas within the County, including the investigation of criminal offenses, traffic collisions, and enforcement of traffic laws.

2.2 The County Police shall make available to the Village Police, upon request, statistical data relative to criminal activities, motor vehicle collisions and other pertinent information, as maintained by the County Police.

2.3 County Police officers will be dispatched to calls for service received by the County's Public Safety Communications Center within the Village on a nearest available basis.

2.4 The County Police shall assign to the Village Police radio numbers with 9-Mary prefixes. Village Police units may be dispatched by the County's Public Safety Communications Center to handle any call in the Village or to assist County Police units within the Village as required.

2.5 When a County Police detective investigates an incident within the Village Police jurisdiction, the investigation will be documented by the county police detective in the County Police RMS and the County Police will report the crime statistic to the Maryland State Police UCR program.

2.6 The County Police Second District Commander (Bethesda) shall forward to the Village Police Chief any complaints of police misconduct by Village Police officers and/or failure of Village Police officers to meet the standards of this Agreement.

2.7 Upon receiving written complaints against its officers for misconduct or failure to comply with this Agreement, the County Police shall take the appropriate action.

2.8 Upon arresting an individual wanted on a Village Police warrant, a County Police officer shall serve that individual with the warrant.

2.9 In the event that County Police units are called to respond to a critical incident within the Village, such as an active shooter incident, hostage/barricade situation, or other critical incident, the responding County "Incident Commander", as specified in County Police Function Code 950, will assume command of the scene in accordance with the procedures contained therein.

ARTICLE 3 REVIEW OF AGREEMENT

3.1 Representatives of the two departments will meet periodically to review this Agreement and make such modifications as may be deemed necessary.

ARTICLE 4 TERMINATION

4.1 This Agreement may be terminated within sixty days by either party upon written notice from one party to the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this 9TH day of AUGUST, 2016.

By: _____
John M. Fitzgerald
Chief of Police
Chevy Chase Village Police Department

By: _____
J. Thomas Manger
Chief of Police
Montgomery County Department of Police

CHEVY CHASE VILLAGE POLICE DEPARTMENT

GENERAL ORDER: 5-29 SERVICE OF WARRANTS AND PROCESING ARRESTED PERSONS

DATE: XX/XX/2016 Pages: 2 ◊ New ◊ Amended ♦ **Revised—5-29**

Police Chief: John M. Fitzgerald

I. POLICY

Arrests are one of the duties *required of* police officers. *It is the policy of the Department that* arrests shall be made *so that:*

- they comply with the U.S. and Maryland Constitutions and the laws of arrest, and
- to the extent possible, they do not jeopardize the safety of bystanders or arresting officer(s).

II. *AUTHORITY TO SERVE* WARRANTS

A. Pursuant to the provisions of Maryland Rule 4-212, only police officers or sheriffs/*deputies* are authorized to serve summonses or warrants.

B. Officers are authorized to serve, or participate in the service of the following documents:

1. Arrest warrants
2. Traffic warrants
3. Bench warrants
4. Juvenile warrants
5. Body attachments
6. Search/Seizure warrants
7. Administrative Search warrants
8. Retake warrants
9. Statements of Charges
10. Emergency Evaluation Petitions
11. District Court Summonses
12. Fugitive Warrants

III. *ARREST WARRANT SERVICE* PROCEDURES

A. **ALL WARRANTS MUST BE CONFIRMED BEFORE AN ARREST IS MADE.** If *an officer learns from any source* (computer 'hit'; admission made by the wanted person; tip from a family member or other informant, etc.) *that* a person is "wanted" on any type of warrant, the officer will request ECC ***to confirm the warrant*** **before an arrest is made on the strength of that warrant.** *The officer must also verify the identity of the individual using whatever reasonable means are available (physical descriptors, photo ID cards, AFIS fingerprint scans, and other factors). ECC will then* contact the agency that wants the subject to ensure that the *warrant* is valid and that the warrant is on file. *Officers must not make an arrest on a warrant until the warrant has been confirmed.*

B. *After confirming the warrant (see C. 1. above),* officers may arrest a wanted person *whom* they encounter under the following circumstances:

1. *When the encounter is made in Chevy Chase Village, or*
2. *When the encounter is made in Montgomery County outside of Chevy Chase Village and:*
   - *the Village police officer is on duty; and*
   - *the Village officer discovers the existence of the warrant during the course of his/her duties.*

C. Subject to Section III.B, above, warrants (arrest warrants, bench warrants, traffic warrants, juvenile warrants) may be served at any time, except that, if the charge(s) on the warrant are of a very minor nature (as determined by the on-duty supervisor or senior officer), service or execution of the warrant will be made at a reasonable hour; i.e., between the hours of 0700 and *2200.*

D. *Once an adult arrest is made, officers shall transport the individual to the CPU.*

E. **Juvenile warrants** are issued by judges generally assigned to the Juvenile Court. If an officer arrests a juvenile base on a juvenile warrant:

1. *During regular business hours, call the DJS office in Rockville at 301-610-8500. Officers will most likely be directed to bring the arrested juvenile directly to the Juvenile Court.*
2. *After 5pm and on weekends/holidays, call 877-404-3724 and speak to the on-call DJS intake officer; follow their direction.*

E. Officers will not *unnecessarily delay serving* a warrant if any of the following criteria exist:
- The defendant is considered an escape risk an/or is likely to avoid service at a later time, or
- The defendant is wanted on other charges, or
- The defendant is a suspect in other *criminal* cases, or
- The defendant is in imminent danger of causing harm to himself or others, or
- The defendant, unless immediately apprehended, may tamper with, dispose of, or destroy evidence, or
- The defendant, unless immediately apprehended, may cause injury to the person or damage to the property of one or more other persons.

F. If the officer intends to ask the defendant any questions about the *crime charged in the warrant (or about any other crime) while the person is in custody,* the defendant will be advised of his *Miranda* rights *via* MCP Form #50. If the defendant asks for an attorney, the defendant will be allowed access to a phone and officers will not monitor or listen to communications between the defendant and his attorney. A record of the warrant service will be documented on an Incident Report.

G. Village Officers will follow MCP Function Code 513 'Processing Arrested Persons' (attached). In addition to the procedures within this general order, Village officers shall adhere to those contained in Montgomery County's Function Code 513, 'Processing Arrested Persons.' FC513 provides additional details related to the arrest process at CPU, juvenile charges, and forms completion.

IV. SEARCH WARRANT PROCEDURES

A. Officers considering obtaining a search warrant shall first consult with the Lieutenant.

B. All applications/affidavits for search warrants shall be reviewed and approved by the Chief of Police prior to being reviewed by a judge.

C. The lieutenant shall ensure that the service of any search warrant obtained by a Village police officer is coordinated with:
   1. *the Montgomery County Police Department if the location to be searched is within the Village, or*
   2. *with the appropriate local law enforcement agency if the location to be searched is outside of Chevy Chase Village.*

D. A supervisor from CCVPD will be present when any search warrant is executed. The supervisor will be responsible for ensuring that proper procedures are followed during the search, that the inventory and return are completed, and that all reporting requirements are fulfilled.

V. PERSONS WANTED BY NON-MARYLAND AGENCIES

A. **Wanted by a State or Local Law Enforcement Agency outside of Maryland**
   1. Request a current "hit" confirmation or TTY from the demanding agency be faxed to CPU.
   2. *After confirming the warrant and verifying the identity of the wanted subject,* transport the individual to CPU for processing (refer to FC 811).
   3. Copy the front of the CPU 513 (CBF bar code number) for the officer's file and give the envelope to the booking officer
   4. Complete a DC/CR 30, "Charge Against Fugitive."
   5. Complete an event report (classification 2752).
   6. Fax a copy of the event report to the Fugitive Section by 0700 hours the next day at (240) 773 -5325. (CPU will complete necessary fingerprint cards, photos, arrest report and bring the person before the Commissioner and fax copies of their paper work to MCP Fugitive Unit by 0700 hours).

B. **Wanted by Federal or Military Agencies**
   If a person is arrested because he is wanted by a fed eral or military law enforcement agency and no local charges are anticipated, simply notify the agency that wants the person to respond to accept custody.

VI. EXEMPTIONS FROM ARREST AND CRIMINAL PROCESS SERVICE

Title 9, Sub-Title 304 of the "Courts and Judicial Proceedings Article," states:

A. If a person comes into this State in obedience to a summons directing him to attend and testify in this State he shall not while in this State pursuant to such summons be subject to arrest or the service of process, civil or criminal, in connection with matters which arose before his entrance into this State under the summons.

B. If a person passes through this State while going to another State in obedience to a summons to attend and testify in that State or while returning there from, he shall not while so passing through this State be subject to arrest or the service of process, civil or criminal, in connection with matters which arose before his entrance into this State under the summons.

This directive voids the previous version dated 5/21/2009 .

August 2016 CCVPD Highlights

I. Crime/Operational

1. **Arrest in daytime theft-from-vehicle trend:** We alerted residents to the trend by issuing a blast on July 29. On August 1, the suspect struck again on Hesketh Street and was seen by the victim. A Village officer spotted the suspect in DC and kept him under surveillance while waiting for DC police. A Village officer watched the suspect steal from a work van in DC, and detained the juvenile until DC arrived and arrested him.

2. **Two cars stolen from the same home in the 5800 block of Kirkside Drive.**
Residents awoke on Friday morning, August 12 to find both of their cars missing. At about 10pm that evening, DC police spotted one of the cars on Rhode Island Avenue, NW. DC police arrested 2 following a foot chase, but a third suspect was able to drive off in the stolen car. Both cars remain stolen as of this writing.

3. **5 unlocked vehicles entered:**
   - Hesketh Street between Kirkside and Wisconsin: Wallet stolen in the daytime from contractor's truck; suspect spotted in DC by Village officer; arrest made by DC police (see above); wallet recovered.
   - Grafton Street between Cedar and Kirkside: Cell phone taken in daytime from contractor's truck.
   - 6300 block of Broadbranch Road: Three unlocked cars entered overnight; nothing taken.

4. **Other thefts:**
   - 5400 block of Center Street: 3 bicycles were taken from a rack mounted on the roof of an SUV overnight August 20-21.
   - 6400 block Connecticut Avenue: Copper downspouts were stolen at nighttime between August 24-26.

II. Administrative

1. **Deferral of $30,000 mobile radio purchase:** The Board approved $32,000 in the FY17 CIP for the replacement of our in-car radios; the purchase was timed to coincide with the completion of the county's radio infrastructure build-out. We recently learned that the completion date is now December, 2018 (mid-FY19). We will not spend the funds this FY; we expect to make this purchase no earlier than FY19.

2. **New laws:** A brief summary of selected legislation going into effect on October 1 is attached.

Select Reported Crimes 2016 vs. 2015				
	August '16	August '15	**YTD'16**	YTD'15
Assault	0	0	0	1
Auto Theft & attempts	2	0	3	2
Burglary & attempts	0	0	1*	6
Theft & attempts	7	7	53	42
Robbery	0	0	0	0

*bicycle stolen from inside an open garage

	Select Reported Crimes 2010-Present						
	2010	2011	2012	2013	2014	2015	**2016** as of 08/31/16
Assault	0	0	2	2	0	1	0
Auto Theft & attempts	3	6	2	5	0	3	3
Burglary & attempts	7	14	3	4	8	9	1
Theft & attempts	46	67	97	60	38	75	53
Robbery	1	0	0	0	1	0	0

Summary of selected new statutes going into effect on October 1, 2016

1. **Public Safety and Policing Workgroup** (HB1016; police accountability; we have been working on compliance since the bill passed and will be in good shape on October 1)
   - LEOBR changes:
     - hearings open to the public;
     - may include up to 2 voting or non-voting members of the public who have received training if local law allows; even without local law, Chief may appoint 1 non-voting member;
     - reduced from 10 days to 5 business days the time for an accused officer to obtain representation prior to interrogation
     - relaxed rules which limited complaints of excessive force (366 days; notary not req'd)
   - Agency policies must be posted online
   - Police Training Commission is renamed the Police Training and *Standards* Commission, and additional members were added. The PTSC is required to develop standards for:
     - use of force;
     - recruitment to increase diversity;
     - psychological testing of police officers involved in traumatic incidents;
     - a uniform citizen complaint process
   - All agencies must develop a community policing program, post it online and send it to the PTSC for review
   - All agencies must have a non-punitive early warning/intervention system to counsel officers who receive 3 or more complaints within a 12-month period
   - Officers must attend de-escalation and anti-discrimination training every 2 years

2. **Marijuana-related veto override** (SB517 from the 2015 Session)
   - Legalized the possession and use of marijuana paraphernalia
   - Decriminalized smoking marijuana in public (civil violation)

3. **Noah's Law** (named after MCP Officer Noah Leotta who was fatally injured by a DUI; SB945)
   - Ignition interlock for DUI convictions

4. **EZPass Transponder Theft Reporting and Unauthorized Charges** (HB523)
   - Owners of EZPass transponders must report theft to local PD and to Maryland Transportation Authority (MTA) within 2 weeks of the first account statement following a theft
   - Owner will not be responsible for unauthorized charges after the date the report was made to MTA

5. **Drivers Must Carry Proof of Insurance** (HB720)
   - Proof may be a card or an electronic image displayed on a smart phone (or similar device)
   - Must present it to a police officer on demand; failure to do so = $50 fine

6. **Furnishing alcohol to a minor who later drives** (SB409)
   - Misdemeanor for a person to furnish alcohol to a minor (under 21) when the person knew or should have known that the minor would drive (1 year/$5000 fine)

7. **Justice Reinvestment Act** (SB1005)
   - Goal is to reduce mass incarceration and create a fund for treatment
   - Eliminated mandatory minimum sentences for drug offenses
   - Reduced penalties for several drug offenses and non-violent crimes
   - Increased (from $1000 to $1500) threshold for felony theft

CHEVY CHASE VILLAGE
ESTABLISHED 1890

POLICE DEPARTMENT
5906 Connecticut Avenue, Chevy Chase, Maryland 20815
(301) 654-7300 FAX: (301) 654-7304
chevychasevillagemd.gov

John Fitzgerald
Chief of Police

MEMORANDUM

TO: John Fitzgerald, Chief of Police

FROM: Bruce I Gessford, Communications Lead Dispatcher

DATE: September 1, 2016

SUBJECT: Monthly Communications Report for August 2016

	Aug. 16	YTD 16	Aug. 15	YTD15
Walk In	230	1,396	253	1,334
Incoming Phone Calls requiring no action*	1,098	8,358	1,094	8,754
Incoming Phone Calls requiring an action**	360	2,440	358	2,624
House Check Requests	238	1,386	241	1,485
Key Pick Up/Drop Off	51	389	57	448
Mail Pick Up	161	771	173	728
Special Pick Up Requests	78	639	80	699
Trash and Recycle Complaints	3	16	2	21

***Note: Incoming phone calls requiring no action include: information requests, forwarding calls internally and externally, providing directions, etc.**

****Note: Incoming phone calls requiring an action may include: house check requests, special pick ups, trash and recycle complaints, etc.**

Chevy Chase Village
Monthly Incident Report
August 2016

Burglary (including attempts)	0		Theft from Auto (including attempts)	5
911 Disconnect	0		Lost Property	0
Alarm	40		Miscellaneous	16
Animal Bite	0		Mental Illness	2
Animal Complaint	3		Missing Person	0
Assist Citizen	0		Noise Complaint	0
Assist Other Agency	12		Open Door	11
Attempted Theft of Auto/Other Vehicle	0		Power Outage	0
Burglary (including attempts)	0		Parking Complaint	1
CDS - Possession Paraphernalia	0		Recovered Property/Montgomery County	5
Check the Welfare	3		Recovered Property/Other	2
Code Enforcement	4		Suspicious Persons/Vehicles	10
Collisions	16		Sudden Death - Natural	0
Hit and Run Property Damage	2		Thefts (including attempts)	8
Property Damage Collision	13		Thefts from Auto	5
Personal Injury Collision	1		Thefts from Other	2
Community/Citizen Contact	0		Theft of Auto/Other Vehicle	1
Disabled Vehicle	1		Threatening/Annoying Phone Call	0
Disorderly Conduct	0		Traffic Stop	1
Family Trouble	0		Trees / Limbs Down	5
Fire-Other	1		Trespassing	0
Identity Theft / Forgery	1		Vandalism	0
Hazard - General	0		Vandalism-Motor Vehicle	0
Hazard - Roadway	2		Vendor Violation	5
Ill Person	2		Wanted Person	0
Injury Non-Traffic	1		Water Main Break	0
Investigation/Police Information	0		Wires Down	0

Collisions within Chevy Chase Village
August 2016

Connecticut Avenue@			Brookveille Road	
Bradley Lane	2		Newlands Street	1
Primrose Street	2		East Melrose Street	1
East Melrose Street	1		East Lenox Street	
East Irving Street	1		**Other Locations**	
Chevy Chase Circle@			5906 Connecticut Avenue	1
Connecticut Avenue	5		30 Grafton Street	1
			15 West Lenox Street	1

Chevy Chase Village
Monthly Traffic Report
August 2016

Equipment Repair Orders	4	
Miscellaneous Violations	9	
Parking Violations	1	
Sign Violations	2	
Warnings Written	23	
Speeding Violations	1	

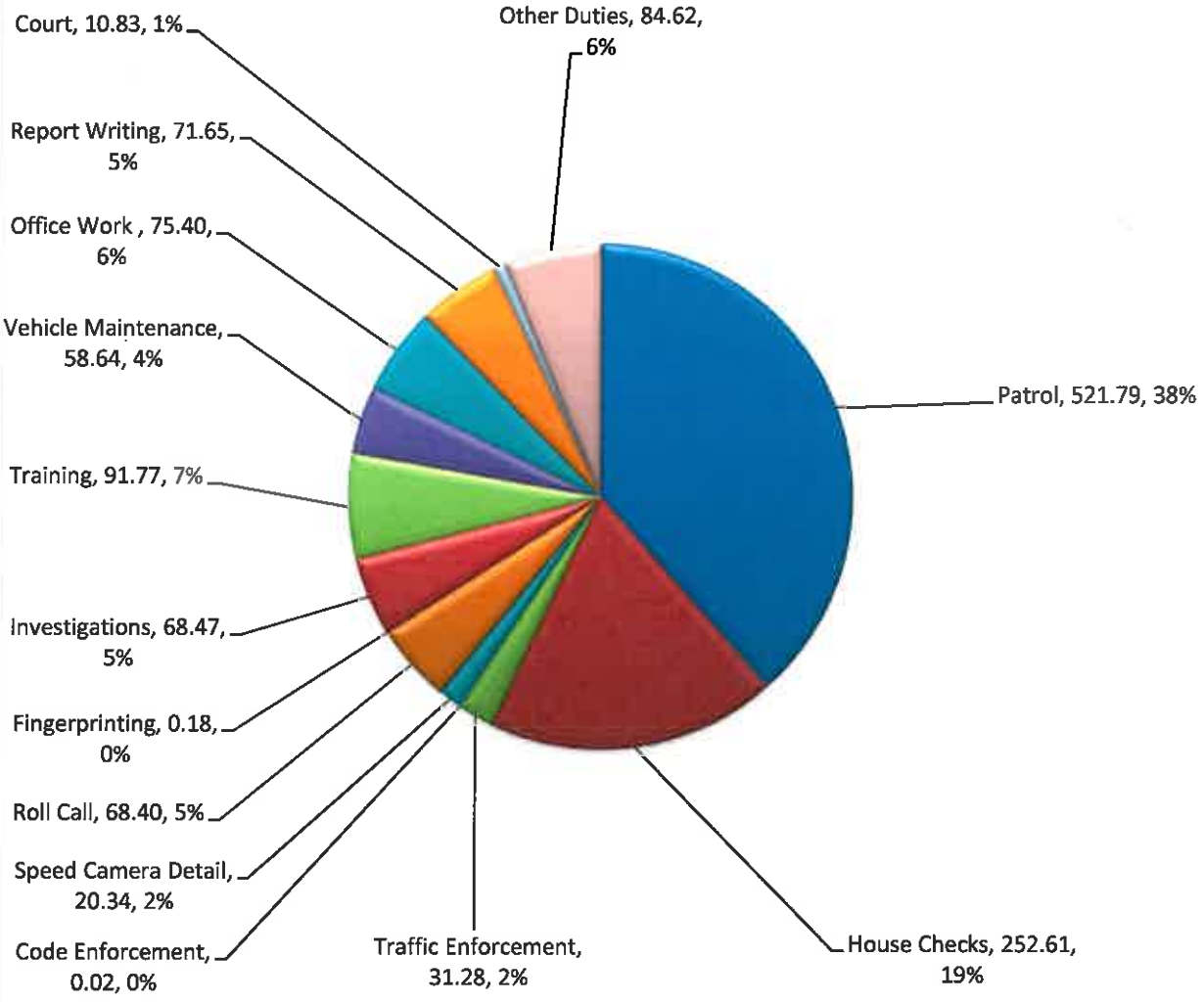
Chevy Chase Village
Code Enforcement Report
August 2016

Police Officers	
Compliance Inquiry	4
Investigations	0
Municipal & Civil Citations Issued	0
Municipal & Civil Warnings Issued	1

Chevy Chase Village
Agency Personnel Report

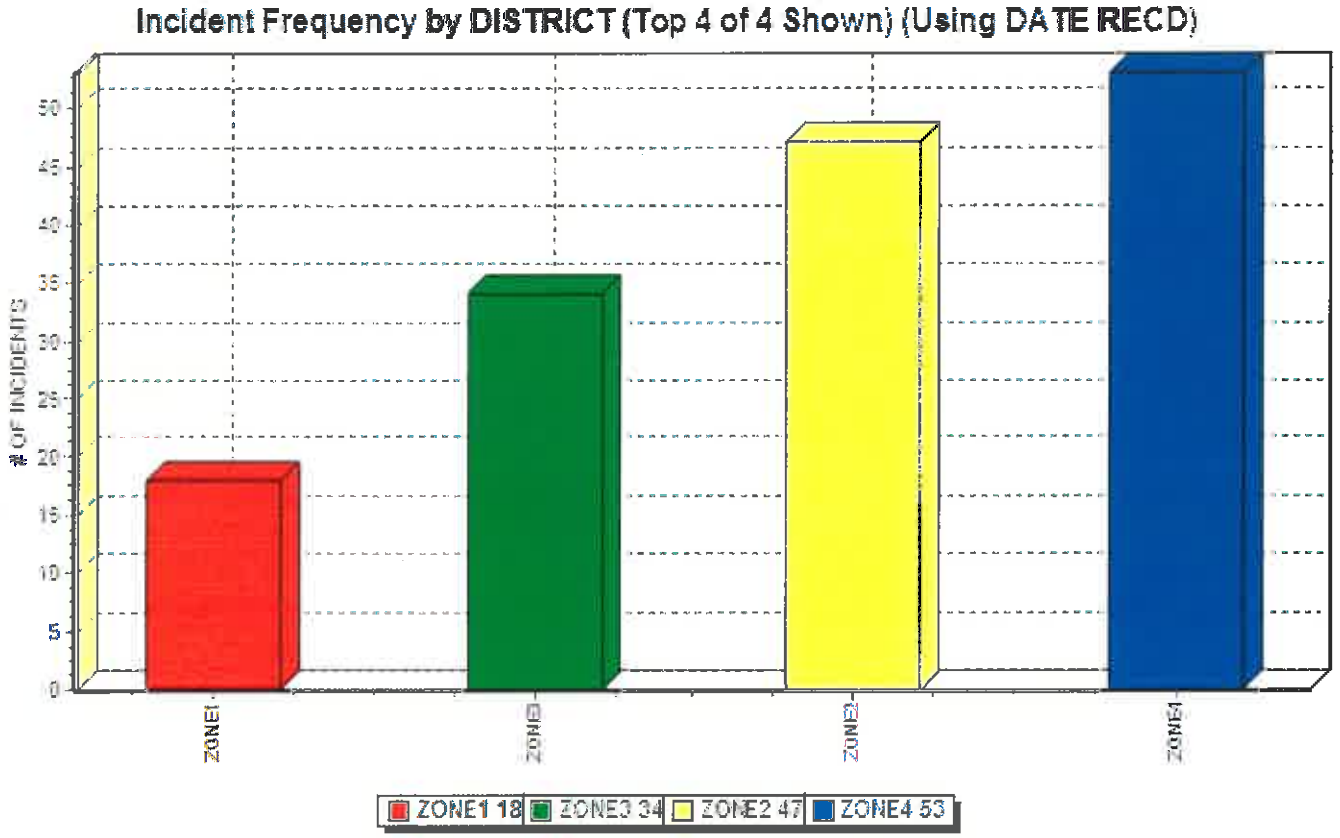
	Aug.	YTD
Citizen Complaints	0	0
Citizen Compliments	2	17

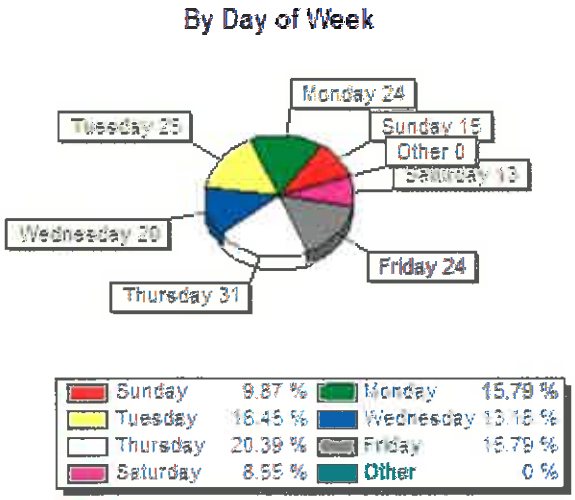
Chevy Chase Village Police Department Officer Hours for August 2016 within Chevy Chase Village

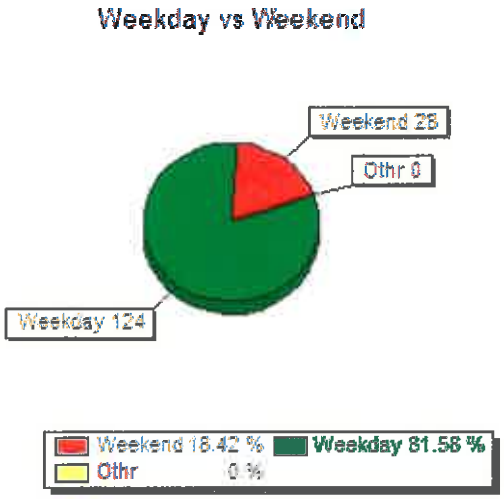


* Note: The SafeSpeed Coordinator's hours are 143.27, which are not included above

CHEVY CHASE VILLAGE POLICE 09/06/2016 09:00:05

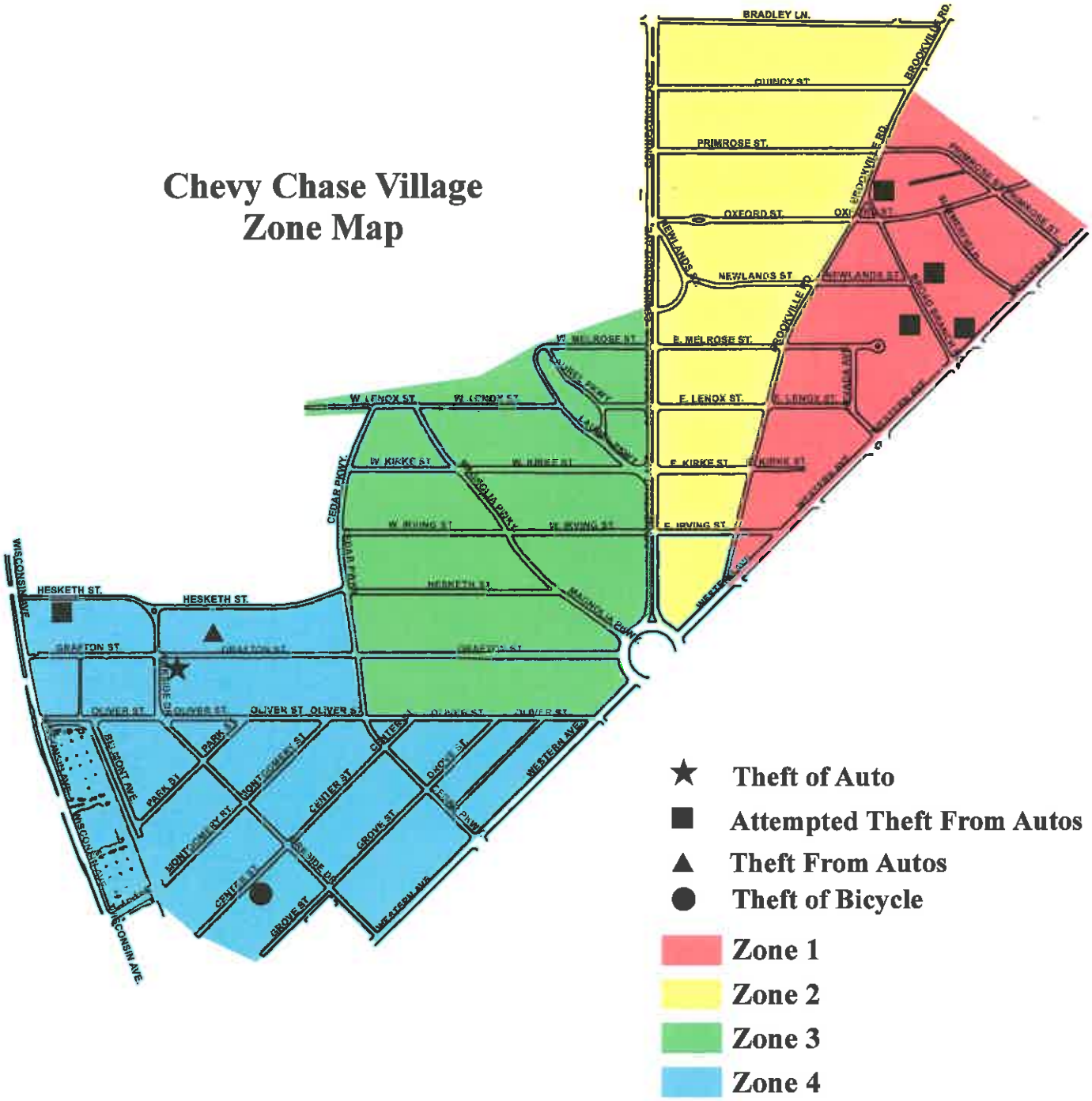






Search Criteria: (DISTRICT >= 'ZONE1')
(DISTRICT <= 'ZONE4')
(INCDNUM like '%%')
(DATE_RECD >= TO_DATE('08/01/2016','MM/DD/YYYY'))
(DATE_RECD <= TO_DATE('08/31/2016','MM/DD/YYYY'))

Chevy Chase Village Zone Map



Chevy Chase Village
Building & Tree Removal Permits
Permits Issued- July 2016

Building Permits

Permit #	Address	Type of Work
6999	104 East Melrose Street	Construct driveway and walkways.
6998	104 East Melrose Street	Construct pool house.
6997	104 East Melrose Street	Construct addition and interior alterations.
6931-amended	15 East Lenox Street	Construct two story addition- amended to extend construction an additional two feet.
6996	5636 Western Avenue	Install new brick over existing concrete base.
6995	6216 Western Avenue	Install new stepping stone walkway and construct grilling patio.
6993	105 Primrose Street	Install 35' of 1½" copper line for house water upgrade.
6991	5515 Kirkside Drive	Construct second floor over existing sunroom & new rear entrance.
6990	106 Grafton Street	Install replacement air conditioner in the east side yard.
6989	205 Primrose Street	Resurface and expand asphalt driveway.
6988	7 Oxford Street	Construct new rear patio; replace front walkway, driveway & apron.
6986	207 Primrose Street	Install 11' of 1½" copper line for house water upgrade.
6983	5604 Kirkside Drive	Replace front walkway and install new handrail.
6982	5904 Cedar Parkway	Install new air conditioner in the rear yard.

Tree Removal Permit

Permit #	Address	Type of Tree	Reason for Removal	Reforestation Indicated*
2255	10 Quincy Street	(1) Hickory	Hazardous and in decline	No
2254	27 West Kirke St.	(1) Cherry	Hazard to property; also cracked	No
2253	3708 Bradley Ln.	(1) Black Locust	Dead	No
2252	5615 Kirkside Dr.	(3) Hollies	Dead	No
2251	5509 Grove St.	(1) Holly (1) Redbud	Dying Hazardous	No
2250	106 Primrose St.	(1) Dogwood	Dead	No
2249	2 West Melrose St.	(1) Hornbeam	Dead	Yes

* Since commencing recordation of reforestation intentions in November of 2013, 57 of 122 Applicants (46%) indicated that they would be voluntarily reforesting on their property.

Expiring Permit Notices Mailed This Month

None Required

Chevy Chase Village
Permitting and Code Enforcement Activity July 2016

Telephone Queries: +/- 65
Walk-Ins: +/- 28
Pre-Design Review Meetings: 1
Municipality Letters (issued to the County for new projects): 1
Administrative Building Permits Issued: 11 Administrative Building Permit; 1 Amendment to a previously issued Building Permit; 4 Dumpster; 2 Utility; 1 Courtesy
Licenses to Use the Public Right-of-Way: 0
Appeals: One Decision from a Special Permit request granted at the July meeting was drafted, circulated, and approved; two variance requests (at one address) were withdrawn at the July meeting and will be on the October 10 meeting agenda. A decision from the April meeting, requiring removal of a structure installed in the front yard of a property, was drafted, reviewed by Counsel and is awaiting issuance.
Tree Ordinance Board: None ongoing.
Enforcement Incidents: Routine code enforcement patrol and site inspections of construction projects were conducted. Additionally:

- Water had begun ponding along a portion of the public sidewalk on Oliver Street. Staff visited with the resident and determined that an unpermitted underground drainage pipe (the installation pre-dated the current resident's time at the property) had broken and was leaking. The resident obtained a building permit and license to use the public right-of-way and had the pipe repaired and the curb reinforced. There have been no further problems with the pipe or water on the sidewalk.
- While on routine Code enforcement patrol staff observed that modifications were being made to the approved plans for an addition. The alteration would not impact the compliance of the structure with CCV regulations, however the property is located in the Historic District and so any alteration to the approved plans needs to be approved by HPC. Staff advised the contractor that it would be necessary to provide documentation to CCV that the HPC approval had been obtained and then apply for an amendment to the CCV permit.
- During installation of a new swimming pool staff observed that the location of the pool equipment was encroaching into the side yard setback; the contractor relocated the panel to a compliant location.
- Unpermitted commercial and real estate signs were observed and responded to.

Tree Requests: 8 requests were made to the Village arborist for tree inspections pursuant to removals or Tree Protection Plan requests for construction projects.
Administrative Tree Removal Permits: 7 permits were issued for removal of a total of ten (10) trees.
Expired Permit Memos Sent: None required

-compiled by Ellen Sands, Permitting and Code Enforcement Coordinator

Chevy Chase Village
Building & Tree Removal Permits
Permits Issued- August 2016

Building Permits

Permit #	Address	Type of Work
7021	105 Primrose Street	Upgrade existing gas service.
7019	115 East Melrose Street	Install replacement air conditioner in the west side yard.
7016	27 Quincy Street	Install fence in the west side yard.
7015	25 Quincy Street	Install fence in the east side yard.
7014	6131 Nevada Avenue	Interior alterations; addition over existing one-story addition.
7012	16 West Kirke Street	Install geothermal system.
7011	126 Grafton Street	Install new fence in the rear yard.
7010	5610 Cedar Parkway	Install new fence in the rear and side yards.
7009	10 Oxford Street	Replace sewer line house connection.
7008	5504 Grove Street	Install new fence in the rear yard.
7007	104 East Melrose Street	Construct new fences and walls in the side and rear yards.
7004	7 Oxford Street	Install (2) 4" drain pipes through the Primrose Street public right-of-way.
7003	106 Primrose Street	Replace front walkway in same location.
7002	5603 Park Street; 3929 Oliver Street; 4014 Oliver Street 4015 Oliver Street; 5512 Center Street	Replace gas service connections to five (5) homes.

Tree Removal Permit

Permit #	Address	Type of Tree	Reason for Removal	Reforestation Indicated*
2262	103 Newlands Street	(1) each: Ash, Elm, Magnolia, Japanese Maple	All dead	TBD
2261	4102 Oliver Street	(1) Spruce	Dead	No
2260	5512 Center Street	(1) Silver Maple	Hazardous; decay	Yes
2259	104 East Lenox St.	(1) White Pine	Hazardous; cracked	Yes
2258	4 East Lenox Street	(1) Holly; (1) Norway Maple	Hazardous- cracked; Dead	No
2257	142 Grafton Street	(1) Dogwood; (1) Japanese Maple	Dead Dead	Yes
2256	7 East Irving Street	(1) Sycamore	Hazardous	Yes

* Since commencing recordation of reforestation intentions in November of 2013, 61 of 128 Applicants (47%) indicated that they would be voluntarily reforesting on their property.

Expiring Permit Notices Mailed This Month

6806	5508 Park Street	Replace fencing in the rear yard.

Chevy Chase Village
Permitting and Code Enforcement Activity August 2016

Telephone Queries: +/- 105
Walk-Ins: +/- 70
Pre-Design Review Meetings: 4
Municipality Letters (issued to the County for new projects): 4
Administrative Building Permits Issued: 11 Administrative Building Permit; 1 Administrative Special Permit (a second is in process); 5 Dumpster; 1 Dumpster Extension; 3 Utility; 1 Portable Storage Unit
Licenses to Use the Public Right-of-Way: 1
Appeals: One variance request and Special Permit request (at the same address) were prepared for the September 12 meeting agenda. A variance request at an additional address was also prepared. A decision from the April meeting, requiring removal of a structure installed in the front yard of a property, was issued.
Administrative Appeals: Two administrative appeals were completed, one for an air conditioner replacement and one for a driveway replacement. One is in process, for a driveway replacement.
Tree Ordinance Board: None ongoing.
Enforcement Incidents: Routine code enforcement patrol and site inspections of construction projects were conducted. Additionally:

- While on a site visit at one property, staff observed that a drain pipe had been installed at an abutting property such that stormwater runoff was being directed toward the neighbor. Staff has contacted the resident and is determining a course of action.
- A resident removed all the limbs from a Cherry tree at their property, leaving only a trunk. The tree was over the threshold for requiring a permit to remove and the extent of pruning appeared extreme. The resident stated that the tree appeared dead and he was beginning the removal process. Staff directed that no further work was allowed until the Village arborist had assessed the tree. The arborist determined that in fact based on bark samples the tree appeared to have been in decline or dead.
- Multiple unpermitted real estate and commercial signs were removed or the brokers were contacted. An article has been included in the most recent *Crier* article regarding sign permit requirements.
- A dumpster was placed at a property prior to obtaining the required permit. At another address, a dumpster was placed in the street. Both instances were rectified.
- Renters at a property left shopping carts from a grocery store and an old chair in the driveway. Staff contacted them- the carts were returned and the chair disposed of.
- A contractor at a construction site was pumping stormwater out of a foundation excavation and directing it towards the neighbor. Staff contacted the contractor who removed the pipe.
- Staff sent a new round of letters to residents whose shrubbery had overgrown the sidewalk or right-of-way and had to contact a resident who had left town without making arrangements for maintenance of their grass.
- In light of several thefts from vehicles during the day, staff reached out to contractors advising them to alert their crews to keep tools and vehicles locked.

Tree Requests: 14 requests were made to the Village arborist for tree inspections pursuant to removals or Tree Protection Plan requests for construction projects.
Administrative Tree Removal Permits: 7 permits were issued for removal of a total of twelve (12) trees.
Expired Permit Memos Sent: 1

-compiled by Ellen Sands, Permitting and Code Enforcement Coordinator

From the desk of…

Michael Younes, Director of Municipal Operations
5906 Connecticut Avenue
Chevy Chase, MD 20815
Phone (301) 654-7300
Facsimile (301) 907-9721
michael.younes@montgomerycountymd.gov
www.chevychasevillagemd.gov

Memo

To: Board of Managers

From: Michael W. Younes, Director of Municipal Operations

CC: Shana Davis-Cook, Village Manager

Date: 9/6/2016

Re: Update on Capital and Infrastructure Upgrade Projects

Below please find an update on the various capital and infrastructure upgrade projects currently underway throughout the Village:

		Status	Duration/ Remaining	Est. Start Date	Est. Completion Date
In-Partnership with M-NCPPC					
Western Grove Park Development		Construction	6 months	Ongoing	February 2017
Utility Upgrades					
Laurel Park Sewer Rehabilitation		Construction	2 - 3 weeks	Mid-September 2016	End-September 2016
Water Main Replacement (5500 block of Western Avenue)		Survey/Design	TBD	Spring 2018 *(construction)*	TBD
Washington Gas Main Replacement – Bradley Lane		Pre-Construction	1 month	Mid-October 2016	Mid-November 2016
PEPCO Tree Pruning and Removals		Project Hold	2 months	Fall 2016	Winter 2016

PEPCO Tree Pruning and Removals:

- PEPCO has received all required approvals from the Village and State Department of Natural Resources for the pruning and removal work within the Village.
- PEPCO will be conducting the pruning and removal work in two (2) phases.
    1. Beginning late fall and early winter, PEPCO will be removing the ten (10) trees approved for removal (3 within the right-of-way and 7 on private property).

CHEVY CHASE VILLAGE
ESTABLISHED 1890

2. During the winter PEPCO will conduct its pruning operations.

- Because the pruning will be conducted over the winter when the trees are not leafed out, PEPCO's tree contractor should be able to be more selective in the branches that are removed resulting in more conservative pruning.
- In addition, pruning will also have the effect of being less visually stark as it would be if the trees had leaves on them.

Washington Gas Main Replacement:

- Washington Gas has submitted for permit review its plans to replace one of the two gas mains located under Bradley Lane.
- The second and larger gas main must remain as low pressure as it serves homes in the District of Columbia, which has yet to begin its conversion to a higher services pressure.
- Staff will present for the Board's consideration and approval the pavement restoration agreement between the Village and Washington Gas. The agreement is structured the same as the executed agreements with WSSC and Washington Gas as part of their previous replacement projects.
- Work to upgrade the main is scheduled to begin in mid-October and last approximately 1 month.
- Prior to starting the work, notice will be distributed to affected residents as well as being posted to the Village website and blast e-mails.

Western Grove Park Development:

- Full site construction activities on the site are in full swing.
- To date, enough money has been fundraised and/or pledged to fully fund the construction of the park.
- Currently, the park contractor is installing the interior exposed aggregate concrete pathways, fountain wall and footers for the seating plaza.
- Overall work is proceeding on schedule, with anticipated completion scheduled for February 2017, weather permitting.

WSSC:

Laurel Park Sewer Rehabilitation:

- Work is set to begin to rehabilitate to sewer main that bisects Laurel Park on Monday, September 12.
- Barring an emergency, such as a pipe collapse or rupture, all work within the park and on private property will be conducted by rehabbing from inside the sewer main (trenchless).
- As part of the work, WSSC will be installing a new manhole in the roadway on Laurel Parkway in order to provide access for the rehab work.

- As part of the work a section of Laurel Parkway between West Melrose Street and the driveway at 5 West Lenox Street will be closed to traffic during the work day but will reopen each evening.
- Weather permitting work should be completed within 2 - 3 weeks.
- Notice of the work and what to expect have been delivered to all abutting residents and posted to the Village website and blast e-mail.

Water/Sewer Main Replacement (5500 block of Western Avenue):

- Right of entry agreements have been received by all 17 properties.
- Accordingly, survey work is ongoing. Once the survey work is completed, WSSC and their contracted engineering firm will conduct an alignment study to determine if the mains can be relocated out of the rear-yards.
- Following the alignment study, WSSC and the Village will once again meet with affected residents to discuss the findings and the recommended course for replacement.
- Replacement activities still would not take place until the spring of 2018.

Memo

To: Chevy Chase Village Board of Managers

From: Melissa Wiak, Community Liaison/Administrative Assistant

CC: Shana R. Davis-Cook, Village Manager

Date: September 6, 2016

Re: Village Hall Use for July & August 2016

Below is a chart that reflects the type and frequency of events held in the Village Hall during the month of July & August 2016:

Type of Event	Number of Uses	Total Net Revenue
Rentals (Private Events) —Non-profit farewell banquets	2	$225
Community Use —Board of Managers' Monthly Meeting; Board of Managers Special Meeting; Western Grove Park Friends Group meeting	3	$0.00
Fee Waiver Use/Public Use —Chevy Chase @ Home Events (4); Section 5 Monthly Meeting	5	$0.00