

CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET

175 Main Street
Prince Frederick, Maryland 20678
410-535-1600 • 301-855-1243 • Fax: 410-414-3720
www.calvertcountymd.gov

Director: Timothy Hayden, CPA, CMA

Board of Commissioners
Earl F. Hance
Mike Hart
Thomas E. Hutchins
Kelly D. McConkey
Steven R. Weems

December 26, 2018

Mr. James R. Klein, ASLA Principal Lardner/Klein Landscape Architects, Inc. 815 North Royal Street, Suite 200 Alexandria, Virginia 22314

RE: Contract 2019-053

Concept Plan Lexington Manor Passive Park

NOTICE TO PROCEED

Mr. Klein:

I am pleased to present you with your notice to proceed for the referenced contract. Attached are the fully executed contract and purchase order. A preliminary meeting or phone conference shall be held at which time the actual contract start date shall be determined.

Ms. Kathleen Easley, Deputy Director, St, Mary's County Government, Department of Land Use & Growth Management, shall be the Calvert-St. Mary's Metropolitan Commission Organization's (C-SMMPO) Project Manager for this contract. She can be reached at 301-475-4200, extension *1541 or by email at Kathleen.Easley@stmarysmd.com.

By receipt of this notice to proceed, you affirm all subcontractors, if any, shall be paid for services included on any invoice submitted relative to this contract.

Thank you for providing the C-SMMPO with your services. We look forward to a successful contractual relationship. If you have any questions or require additional information, please contact me.

Charlotte M. DeStephano Procurement Specialist

/cmd

Attachments

cc: Kathleen Easley



BILL TO: CALVERT COUNTY DEPT. OF FINANCE & BUDGET

PURCHASE ORDER NO. 20193079

COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678
PHONE: (410)535-1600 TAX EXEMPT #30001128

PAGE NO. 1

VENDOR	09678420 FAX: 703-739-0973 LARDNER/KLEIN LANDSCAPE ARCHITECTS 815 NORTH ROYAL STREET SUITE 200 ALEXANDRIA VA 22314	P	COUNTY SERVICES PLAZA 150 MAIN STREET, SUITE 304 PRINCE FREDERICK, MD 20678	
n		0 7	ATTN: MARK WILLIS	_

ORDE	R DATE: 12/1	2/18	BUYER: DESTE	PHANO		REQ. N	10.: 0	REQ. I	DATE:
TERM	IS:		F.O.B.:			DESC.:	CONTRACT 2	2019-	053
ITEM#	QUANTITY	UOM		DESCRIPTION			UNIT PRICE		EXTENSION
01	1.00	JOB	LEXINGTONMA PROVIDE FOR		FOR 80+\-		46000.00	00	46,000.00
TEM#	/	ACCOUN	Т	AMOUNT	PROJECT COD	DE _	PAGE TOTAL \$		46,000.00
01 0	819313Q		27515	46,000.00			TOTAL Y		

APPROVED BY

AUTHORIZED SIGNATURE (BLUE INK ONLY)

REQUEST FOR PROPOSAL

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY PRINCE FREDERICK, MARYLAND 20678

ON BEHALF OF

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION (C-SMMPO)



RFP 2019-053 CONCEPT PLAN LEXINGTON MANOR PASSIVE PARK

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Charlotte. DeStephano@calvertcounty.md.gov 410-535-1600/301-855-1243, Extension 2322

DUE DATE:

Friday, September 21, 2018 by 2:30 p.m. (Local Prevailing Time)

PRE-PROPOSAL MEETING:

None

WRITTEN QUESTIONS ARE DUE ON OR BEFORE FRIDAY, SEPTEMBER 14, 2018 BY 2:00 P.M. (LOCAL PREVAILING TIME). QUESTIONS SHALL BE SUBMITTED TO THE CALVERT COUNTY GOVERNMENT PROCUREMENT OFFICE AT

Charlotte.DeStephano@calvertcountymd.gov.

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NOTICE TO CONSULTANTS

Sealed proposals are due on or before Friday, September 21, 2018 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

RFP 2019-53 CONCEPT PLAN LEXINGTON MANOR PASSIVE PARK

A pre-proposal meeting shall not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in two (2) SEALED ENVELOPES: one envelope shall contain one (1) original and three (3) copies of the Consultant's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and three (3) copies of the Consultant's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Consultant to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland on behalf of the CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION (hereinafter, "C-SMMPO") (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Consultant's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) may be shipped UPS, FedEx, or hand delivered. Proposals shall be submitted so they will be received in the office designated below no later than the exact time set for receipt of proposals:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery. Where proposals are sent by mail to Calvert County Government's Procurement Office, the Consultant shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted. NOTE: The United States Postal Service does not deliver to the above address.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in the RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal governmental processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed, and shall remain in a locked box or a safe. If a RFP is cancelled, proposals shall be returned to the Consultants. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to the appropriate members of the C-SMMPO. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Consultants shall be responsible for obtaining all documentation, including but not limited to any addenda issued, by gong to eMaryland Marketplace at https://emaryland.buyspeed.com/bso/ prior to submitting their bid.

Changes to the RFP shall only be made in writing. C-SMMPO assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 120 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

C-SMMPO is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Consultant on all materials to be utilized during the project. The Consultant shall be prohibited from using tax exempt numbers for any purchases.

Consultants are warned against unbalancing their proposals as this shall render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of C-SMMPO may require. If the Consultant to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Consultant, and such Consultant shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or C-SMMPO may reject all proposals as their interests may require.

Consultants shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Calvert County Government Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Consultants. The Calvert County Government Procurement Office shall be the sole point of contact for this solicitation on behalf of the C-SMMPO unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Calvert County Government Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountygovernment.gov or Fax 410-414-3672. Unauthorized contact with other Calvert County Government, St. Mary's County Government staff, or C-SMMPO members regarding this RFP may result in the disqualification of the Consultant. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. Written questions shall be due on or before Friday, September 14, 2018 by 2:00 p.m. (Local Prevailing Time). It shall be the responsibility of all Consultants to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Consultants during formation of proposals. The submission of a proposal shall indicate the Consultant thoroughly understands all the terms and conditions of all Contract Documents.

The submission of a proposal on this work and service shall be considered as a representation that the Consultant has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Consultant is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and materials to be furnished; also, that the Consultant is familiar with all Federal, State and County laws, all codes and ordinances which affect the prosecution of the work and persons engaged or employed in the work.

Consultant's shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- Price Proposal
- Technical (Q&E) Proposal Submittal which includes these required forms or documents:

- Consultant's Technical Proposal
- Non-Collusion Certificate
- Anti-Bribery Affirmation Affidavit of Qualification to Respond
- Addenda Issued
- Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website on behalf of the C-SMPPO.

RFP 2019-053 CONCEPT PLAN LEXINGTON MANOR PASSIVE PARK

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY ON BEHALF OF THE CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide a CONCEPT PLAN for the LEXINGTON MANOR PASSIVE PARK as specified in this Request for Proposal to the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

TOTAL LUMP SUM BID	\$ 46,000

In accordance with specification section, the Consultant shall also provide a comprehensive budget and detailed description of all line items to substantiate the lump sum bid with their price proposal.

No additional compensation shall be provided for expenses incurred by the Consultant in performing duties for this service under this Contract.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) business days after such notice.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form. By signing each proposal page, the Consultant does hereby attest that they have fully read the Request for Proposal and understands it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

By signing and submitting a bid, you acknowledge and agree you have read and understand the Request for Proposal documents and agree to the Contract Terms and Conditions as contained herein.

CONSULTANT'S LEGAL BUSINESS NAME:	Lardner/Klein Landscape Architects,	PC
AUTHORIZED SIGNATURE:		9/27/18

Task #	Description	LKLA		ESA	TOTAL
		Principal	Staff		
	Prepare for and attend meeting and park site visit with C				
	1 SMMPO representatives				
2010/02/02	MTG #1	(5 6		
	Conduct a thorough site investigation of the property to				THE WALLS IN
	2 determine existing conditions. (SITE VISIT)	2	! 16		
12010	determine existing conditions. (SITE VISIT)				
BOOL STREET	Provide site analysis opportunities and constraints to	Printer Street State and Confession State of the Confe			
	include site topography, existing trees (tree survey),				
3	B street frontage, and community connections.	2	12	52	2
and the same of the same of	MTG #2	6	6		
	,但他的原则是对自己的原则是不是一种,但是是一种的原则是是一种的原则是一种原则是一种原则是一种原则是一种原则是一种原则是一种原则是一种原则是一种				
4	Define permissible and non-permitted uses;	4			
200 100 100 100 100 100 100 100 100 100	MTG #3	6	6	Selection Co.	
	Provide for public consultation process to include				
	preparation and presentation for two (2) public				
	meetings before the project begins and after the project				
5	is finalized.*	12	24		
15,550	2006年1月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日 1月1日				
	Prepare a corresponding written narrative (executive				
	summary, body, and conclusion) document. Identify key				
	findings and vision statement, design objectives, design				
	philosophy, park elements and recommended				
	treatments, sustainability and carbon footprint, mobility				
6	and accessibility, and civil engineering summary.	16	48		
	30% review and revision	8	24		
	60% review and revision	4	20		
	90% review and revision	4	12		
	100% deliverables	8	32		
	cost statement	6	12		
	MTG #4 (review draft at 90%)	6	6		
	Total Hours	96	262	52	
	Rate	155	95	98	
	TOTAL Labor	14880	24890	5096	44866
	DIRECT EXPENSES				
	Tree Survey Mileage Annapolis to Lexington			104	
	Travel and Mileage (8 trips) to Lex. Park - 120 miles	020		- 1	- 1
	RT	830		- 1	
	Printing Final 48 page color report with two 11 x 17			- 1	- 1
	fouldouts - 4 copies	200			- 1
	TOTAL DIRECT EXPENSES	200			1134
	TOTAL PROPOSED COST				46000
L	TO IT IE I NOT OBED COST			L	40000

C-SMMPO responsibilities:

^{*}C-SMMPO representative shall provide all public notices and provide room arrangements for public meetings

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The bidder's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or consultant.

CONSULTANT'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
Lardner/Klein Landscape Architects, PC	703-739-0972
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
815 North Royal St., Suite 200	703-739-0973
Alexandria, VA 22314	
REMITTANCE ADDRESS: (If Remittance Address is Different from	EMAIL ADDRESS
Above Address)	jim.klein@lardnerklein.com
	jim.kiem@iardrierkiem.com
NAME AND TITLE OF DEDCOM AUTHORIZED TO SIGN OFFED (TYPE O	D DDINT\
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE O James R. Klein, ASLA, Principal	R PRINT)
James N. Riem, Aola, Filitopai	0.1
SIGNATURE OF ABOVE PERSON	DATE
Allle	9/2//18
WITNESS	DATE
(and	9/22/18

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONSULTANT shall mean a firm that responds to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND on behalf of CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION shall mean the officials of the Calvert-St. Mary's Metropolitan Planning Organization and noted hereinafter as C-SMMPO (or the officially authorized officials).

CALVERT COUNTY shall mean Calvert County, Maryland.

ST. MARY'S COUNTY shall mean St. Mary's, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, responsibilities, and work under the Contract, and are legally binding on the parties (C-SMMPO and the Consultant). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICERS shall mean the Calvert County Government Procurement Officer or their designated representative on behalf of the C-SMMPO entrusted with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Calvert County Government's Department of Planning & Zoning and the Director, St. Mary's County Government's Department of Land Use & Growth Management and shall mean the principals or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGERS shall mean those persons whom the Directors have designated to supervise performance of this Contract on behalf of C-SMMPO within the scope of duties entrusted under such delegation of authority.

Whenever the Contact Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Managers are intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Managers, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGERS. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Managers. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Consultant to the Project Managers with a Request for Information. The Project Managers shall respond to the Consultant in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Managers shall notify the Consultant in writing as to when a decision will be provided.

Work done by the Consultant after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Managers shall be done at the Consultant's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Consultants, lowest precedence):

Change Orders
Addenda
Federal, State, County, and/or C-SMMPO Requirements
General Conditions of Bid and Contract
Specifications
Proposal
Contract
Notice to Consultants

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts, and submitted in sealed envelope as required under Instruction to Consultants. **No modifications, including but not limited to headers and footers, shall be made to any form contained herein.**

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply may be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Consultant's primary proposal is the most responsive responsible proposal.

BRAND NAME OR EQUAL ITEMS (SECTION DELETED)

FORMAL SOLICITATION (SECTION DELETED)

NEW GOODS, FRESH STOCK (SECTION DELETED)

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Consultant, in writing, and submitted with the formal technical proposal. C-SMMPO reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

C-SMMPO shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Consultant shall, by virtue of submitting a proposal, guarantee that the Consultant has not been a party with other Consultants to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Consultants. Any disclosure to or acquisition by a competitive Consultant, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF BIDS

The Board of County Commissioners of Calvert County, Maryland on behalf of the C-SMMPO shall award the Contract to the most responsible bidder, subject to its right to reject any or all bids, C-SMMPO reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of C-SMMPO. C-SMMPO reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of C-SMMPO to do so. C-SMMPO also reserves the right to reject the bid of a Consultant who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Consultant who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder", in addition to considering price, C-SMMPO shall consider:

- 1. The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
- 2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- 3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
- 4. The quality of performance of previous contracts or services;
- 5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
- 6. Whether the bidder is in arrears to C-SMMPO on any debt or Contract, is in default on any surety to C-SMMPO, or is delinquent as to any taxes or assessments; and
- 7. Any other information that may have a bearing on the decision to award the Contract.

<u>INDEMNIFICATION</u>

Nothing contained in the Contract shall be construed to constitute the Consultant an agent of C-SMMPO. The Consultant shall indemnify, keep, and save harmless C-SMMPO, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against C-SMMPO in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Consultant or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Consultant shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against C-SMMPO in any such action, the Consultant shall at his own expense, satisfy and discharge the same. Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend C-SMMPO as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability

(physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Consultant shall, in good faith, cooperate with C-SMMPO in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
- 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- The Consultant shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Consultant shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Self-insured Consultants shall submit an affidavit attesting to their self-insured coverage.

- 1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland on behalf of the Calvert-St. Mary's Metropolitan Planning Organization shall be named as certificate holder and as additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland on Behalf of the Calvert-St. Mary's Metropolitan Planning Organization

Attention: Procurement Office Courthouse, 175 Main Street Prince Frederick, Maryland 20678

- The certificate shall also indicate the contract name and number.
- The additional insureds shall be as pertains to both general liability and automobile insurance.

2. <u>Commercial General Liability Insurance</u>

During the life of this Contract, the Consultant shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

Professional Liability

During the life of this Contact, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

4. <u>Automobile Liability Insurance</u>

During the life of this Contract, the Consultant shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used during the course of the Contract on behalf of the Consultant in the performance of this Contract.

5. Workers Compensation

During the life of this Contract, the Consultant shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Consultant is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Consultant shall show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to C-SMMPO. Insurance companies providing insurance shall be acceptable to C-SMMPO. Consultant agrees to provide C-SMMPO a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify C-SMMPO within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the

Consultant's responsibility to make immediate notification to C-SMMPO if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of the C-SMMPO.

If the Consultant desires to assign their right to payment of the Contract, the Consultant shall immediately notify the C-SMMPO, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Consultant from their obligations, or change the terms of the Contract.

SUBCONTRACTING

Subcontractor(s), if any, shall be identified in the Consultant's technical proposal with a complete description of their role relative to the offeror. No services shall be subcontracted, either in whole or in part, except with the prior written consent of the C-SMMPO.

TERMINATION OF CONTRACT

The C-SMMPO may terminate a Contract, in whole or in part, whenever the C-SMMPO determine that such termination is in the best interest of the C-SMMPO, without showing cause, upon giving written notice to the Consultant. The C-SMMPO shall pay all reasonable costs incurred by the Consultant up to the date of termination. However, in no event shall the Consultant be paid an amount which exceeds the price proposed for the work performed. The Consultant shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Consultant has not performed or has unsatisfactorily performed the Contract, the C-SMMPO may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the C-SMMPO. Failure on the part of a Consultant to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Consultant shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the C-SMMPO in completing the Consultant's obligations under the Contract.

AVAILABILITY OF FUNDS (SECTION DELETED)

SERVICE DELIVERY FAILURES

Failures of a Consultant to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by C-SMMPO shall constitute authority for C-SMMPO to procure the services required under this Contract in the open market.

On all such purchases, the Consultant shall reimburse C-SMMPO, within a reasonable time as specified C-SMMPO, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

<u>DELIVERY AND POINT OF DESTINATION</u> (SECTION DELETED)

NON-LIABILITY

The Consultant shall not be liable in damages for delay in shipment or failure to deliver services when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in C-SMMPO' opinion, is unforeseeable and beyond the control of the Consultant. Under such circumstances, however, the Procurement Office may at its discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Consultant shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Managers shall notify the Consultant of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Consultant to remedy the same within said period, the Project Managers shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Consultant to be deducted from any monies due the defaulting Consultant or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, C-SMMPO shall have the right at its option to terminate the Contract under any one or more of the following:
 - If the Consultant becomes insolvent.
 - 2) If the Consultant makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from C-SMMPO.
 - 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Consultant.
 - 4) In the event the Consultant fails to commence work in accordance with the specifications of this RFP.
 - 5) In the event the Consultant shall abandon the work or any portion of the work to be performed under this contract before completion.

- 6) If the Consultant shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Consultant shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Consultant's property, financial affairs, or business.
- 9) If C-SMMPO shall be of the opinion that the Consultant is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of C-SMMPO, and all such materials shall be surrendered to C-SMMPO upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Consultant's obligations under the resulting Contract without the prior written consent of C-SMMPO. Documents and materials developed by the Consultant under the resulting contract shall be the property of C-SMMPO; however, the Consultant may retain file copies, which cannot be used without prior written consent of C-SMMPO. C-SMMPO agree that the Consultant shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Consultant is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoice. C-SMMPO reserves the right to withhold any or all payments or portions thereof for Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection. However, C-SMMPO shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland

Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONSULTANT TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, C-SMMPO disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or consultant as a result of the submission of restricted information, C-SMMPO shall have the right to duplicate, use or disclose the data to the extent consistent with C-SMMPO' needs in the procurement process.

A bidder, offeror, or consultant agrees to indemnify, protect and save harmless C-SMMPO, their officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

C-SMMPO shall not be liable for any costs incurred by the Consultant prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. C-SMMPO shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with the current Maryland Code, <u>State Finance</u> and <u>Procurement Article</u>, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Consultant may be subject.

COOPERATIVE PURCHASES

- Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.
- 2. All purchase and payment transactions shall be made directly between the Consultant and the requesting entity. C-SMMPO assume no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, C-SMMPO and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of C-SMMPO and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

C-SMMPO's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by C-SMMPO for the performance of this Contract. C-SMMPO's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of C-SMMPO to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of C-SMMPO in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland or St. Mary's, Maryland.

PUBLICITY

Except without the prior written approval of C-SMMPO, the Consultant shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)

As required by 49 CFR 26.13, the C-SMMPO shall not discriminate on the basis of race, color, national origin, religion, gender, age or disability in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR 26. The C-SMMPO shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The C-SMMPO DBE program, as required by 49 CFR 26, is incorporated by reference in the Annual Planning Grant Agreement between the C-SMMPO and MDOT. An annual report of DBE awards or commitments and payments (Federal Dollars Only) is submitted to MDOT yearly by the C-SMMPO.

This project has no requirement to employ firms that are Disadvantaged Business Enterprises (DBE); however, DBE participation is strongly encouraged by C-SMMPO.

RFP 2019-053 CONCEPT PLAN LEXINGTON MANOR PASSIVE PARK

SPECIFICATIONS

1. BACKGROUND AND PURPOSE

The C-SMMPO is requesting technical and price proposals from qualified public and private Consultants to provide a concept plan of 80+/- acre parcel of the Lexington Manor Passive Park to include multiuse bike/pedestrian trail inter-connecting with the Lexington Park community. This includes the extension of Misima Court to connect Willows Road/Shangri-La Drive intersection to the Lei Drive/Coral Place intersection in Lexington Park to lead to Route 235.

This RFP was developed in response to requirements and funding provided by the State of Maryland Department of Transportation for the Calvert-St. Mary's Metropolitan Planning Organization.

2. SCOPE OF SERVICE

The C-SMMPO is seeking professional consulting services to assist with the completion of this task. The task shall include analyzing existing site conditions and interconnectivity to the Lexington Park community. This work shall be focused on consultant preparation with public involvement for a Concept Plan of the park and inter-connectivity to the community. Multiuse trails for bicycle and pedestrian access for recreation and transportation use, and street connectivity's shall be considered. Reference to the Lexington Park Development District Master Plan may be found on our website as a reference material: https://www.stmarysmd.com/lugm/LPDD.asp and the St. Mary's County Recreation and Parks Approved 2017Land Preservation, Parks & Recreation Plan: https://www.stmarysmd.com/docs/Approved%202017%20LPPRP.pdf.

A. The Contractor shall:

- 1) Attend meeting and park site visit with C-SMMPO representatives after receipt of notice to proceed.
- 2) Conduct a thorough site investigation of the property to determine existing conditions.
- 3) Provide site analysis opportunities and constraints to include site topography, existing trees (tree survey), street frontage, and community connections.
- 4) Define permissible and non-permitted uses;

- Provide for public consultation process to include preparation and presentation for two (2) public meetings before the project begins and after the project is finalized.
- Prepare a corresponding written narrative (executive summary, body, and conclusion) document. Identify key findings and vision statement, design objectives, design philosophy, park elements and recommended treatments, sustainability and carbon footprint, mobility and accessibility, and civil engineering summary.

B. <u>Data Reporting</u>

At regular intervals, as agreed upon in the approved project timeline, the Consultant shall update the C-SMMPO representative on its findings. The Consultant shall provide copies of the draft data to the C-SMMPO representative for review. Milestones are completed for forty percent (40%), sixty percent (60%), ninety percent (90%), and one hundred percent (100%) completion.

C. Final Report

The Consultant shall provide the C-SMMPO with a report detailing all findings to be organized in the categories as outlined in Scope of Services. The deliverables for this task shall include a final recommended concept plan. This document shall include a timeline, and a corresponding written narrative (executive summary, body and conclusion) document. Document shall include identify key findings, vision statement, design objectives, design philosophy, park elements and recommended treatments, sustainability and carbon footprint, mobility and accessibility, civil engineering summary.

Three (3) hard copies and one (1) electronic copy in .pdf format of GIS maps and layers of the locations, where applicable, shall be provided to the C-SMMPO.

3. TERM

The final product shall be complete within six (6) months of notice to proceed.

The C-SMMPO reserve the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the Contract between C-SMMPO and the Consultant.

4. MINIMUM QUALIFICATIONS

To be considered for award of this Contract, the Consultant shall be able to meet the following minimum requirements:

- A. Consultant shall have experience in preparation with public involvement for a Concept Plan of parks and transportation inter-connectivity to the community. Have a minimum of five (5) years' experience in identifying and developing transit bus stop locations within the past five (5) years.
- B. Have staff sufficient in number meeting the minimum requirements as set forth in this RFP.
- C. Three (3) references for similar size clients. References shall be complete with name, project, name and telephone number of the contact person, and dates of service.
- D. Meet all insurance requirements in regards to Workers' Compensation, Commercial General Liability, Automobile, and Professional Liability as set forth in this RFP.

5. PURCHASE ORDER/PAYMENT TERMS

The Consultant shall be issued a Notice to Proceed and purchase order for work to be performed. Payment shall be made after satisfactory performance of work required under the Contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Satisfactory completion includes, but may not be limited to final approval by the Project Managers or duly authorized representatives. The C-SMMPO reserves the right to withhold any or all payments or portions thereof for the Consultant's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

Partial payments may be made after milestones are completed for forty percent (40%), sixty percent (60%), ninety percent (90%) completion, and one hundred percent (100%) completion.

A. Forty Percent (40%) Milestone

1) At thirty (30) calendar days from the Notice to Proceed, items one through six under scope of service for the Lexington Manor Passive Park Concept plan including kick off meeting and one public meeting shall be completed and a draft document of findings shall be submitted to C-SMMPO for review and comment. C-SMMPO has fourteen-(14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. If accepted by the C-SMMPO, the Consultant may submit an invoice for forty percent (40%), of the total contract amount to C-SMMPO for review and approval.

B. Sixty Percent (60%) Milestone

At sixty-(60) calendar days from the Notice to Proceed, Lexington Manor Passive Park Concept plan shall be completed and a draft document of findings for Lexington Manor Passive Park Concept plan shall be submitted to C-SMMPO for review and comment. C-SMMPO has fourteen-(14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period.

If accepted by the C-SMMPO, the Consultant may submit an invoice for sixty percent (60%) of the total contract amount to C-SMMPO for review and approval.

C. Ninety Percent (90%) Milestone

By one hundred twenty (120) calendar days, the Consultant shall have fully completed items one through five under scope of service and shall submit a final draft of the Lexington Manor Passive Park Concept plan for C-SMMPO review. C-SMMPO shall have twenty-one (21) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety (90%) milestone the C-SMMPO review period. The Consultant shall respond with corrections/additions/deletions within fourteen (14) calendar days.

There may be up to a total of three (3) rounds at the ninety percent (90%) milestone for C-SMMPO and Consultant review for the final report.

1) First Submittal of the 90% Final Report

C-SMMPO shall have twenty-one (21) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety percent (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions.

2) Second Submittal (If Requested) of the Ninety Percent (90%) Final Report

C-SMMPO shall have fourteen (14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-

SMMPO shall be made by the Consultant from the ninety (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions.

3) <u>Third Submittal (If Requested) of the Ninety Percent (90%) Final</u> Report

C-SMMPO shall have fourteen (14) calendar days from official submittal from Consultant to C-SMMPO for review and comment period. Any corrections/additions/deletions requested from the C-SMMPO shall be made by the Consultant from the ninety percent (90%) milestone the C-SMMPO review period. The Consultant shall respond within fourteen (14) calendar days with corrections/additions/deletions.

If the ninety (90%) milestone is achieved and accepted by the C-SMMPO, the Consultant may submit an invoice for thirty percent (30%) of the total remainder of the contract amount to C-SMMPO for review and approval.

D. <u>One Hundred Percent (100%) Milestone</u>

By one hundred eighty (180) calendar days (six [6] months), the final report of the Lexington Manor Passive Park Concept plan shall be submitted to the C-SMMPO for final payment and deliverables as outlined above in 2C: Scope of Services, Final Report.

The Consultant shall submit a final invoice for services.

All invoices submitted shall be sent to:

Ms. Mary Layman Grants Coordinator Calvert County Government 175 Main Street Prince Frederick, Maryland 20678

Each invoice shall include the following information:

- Purchase Order Number;
- Contract Number;
- · Description of work performed;
- Dates work performed;
- Contract price;
- · Payment terms; and
- Remit to address.

Payment shall be made for satisfactory completion within thirty-(30) business days, more or less, of receipt of invoice.

"Satisfactory completion" includes final approval by the Project Managers.

Services **shall not begin** until receipt of the fully executed contract and purchase order or other notification by C-SMMPO or the Project Managers to proceed.

6. RECORDS

Any reports, studies, records, or other documents prepared in the performance of this Contract shall be the exclusive property of C-SMMPO and all such materials shall be remitted to C-SMMPO upon completion, termination, or cancellation of this Contract.

7. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained and available for C-SMMPO to review or copy, at the Consultant's expense, for a minimum of three (3) years.

In addition, the Consultant shall respond to the reasonable inquiries of successor Consultants, and allow successor Consultants to review working papers relating to matters of continuing significance.

8. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Consultant's ability to satisfy the requirements of this RFP. Technical proposals shall be limited in length to twenty (20) with printing on both sides permitted. Promotional brochures containing general company information are not requested and shall not be included. Required forms and cover letter shall not be considered part of the twenty (20)-page limit. The Consultant shall not be penalized if the technical submittal is over the twenty (20)-page limit; however, C-SMMPO is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Consultant seeking to undertake the services for C-SMMPO in conformity with the requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Consultant and staff to be assigned to this Contract. No assumptions shall be made on the part of the Consultant as to the prior knowledge of a Consultant's abilities.

It shall also specify an approach that shall meet the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

Proposals shall concentrate on evidence of the Consultant's capacity and ability to plan, gather, input, and analyze data, complete written reports, and finish projects in a timely manner and be fiscally responsible.

- 2) Each proposal shall contain the following information and shall be divided by index tabs clearly marking each section:
 - (a) <u>Transmittal Letter/Abstract</u> (Not include in page total)

A brief transmittal letter/abstract, signed by an officer authorized to bind the Consultant to their proposal, which shall provide a summary overview of the Consultant's total proposal. This shall not exceed one (1) page.

(b) Name and Signature Requirements of Bids and Contracts
Form
(Not included in page total.)

All items shall be completed for the proposal to be considered.

- (c) <u>Table of Contents</u> (Not included in page total.)
- (d) Plan of Work

An outline of the proposed methodology justifying and describing how and when (timeline) the Consultant shall carry out the necessary requirements outlined in this RFP including provisions for work with each County. Consultant

shall include experience in gathering, inputting, and reporting the type of data required. The timeline submitted shall be based on 60, 90, and 100 percent submittals.

(e) <u>Deliverables</u>

Detailed account of Consultant's plan for preparing the Lexington Manor Passive Park Concept plan presenting findings as delineated in this RFP. Include format which deliverables shall be presented.

(f) Management Summary.

Statement of Consultant's experience in assessing and reporting on the services required.

(g) Projects

Contact information, including name of organization, contact, phone, address, and email of at least three (3) organizations/ agencies for whom the type of assessment required in this RFP were completed. Indicate the scope of work, date, and contract partners.

(h) Personnel Expertise and Experience

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

- (1) Specify the number of full-time employees.
- (2) Identify the personnel who shall handle services for C-SMMPO in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of the technical personnel who will perform the work. More than one name may be submitted for each job title.
- (3) Submit resumes for all personnel who will be or may be assigned to the Contract.
- (4) Provide biographies or resumes of key firm management and personnel who shall be directly involved with C-SMMPO' staff.
- (5) If the Consultant wants to use other personnel for the classifications required under this Contract and after the Contract is executed, the Consultant shall submit their resumes for approval. Only pre-qualified

personnel shall be eligible to work on this Contract.

(i) <u>Subcontractors</u>

If applicable, provide subcontractor's resumes and expertise as if they were the Consultant's own personnel.

(j) Collaboration.

Evidence of Consultant's experience in collaborating with similar agencies on a county, jurisdiction, or state level.

3) Each proposal shall contain the following items and placed in the Consultant's appendix and shall not be considered part of the page total.

(a) Independence

The Consultant shall provide an affirmative statement that it is independent of C-SMMPO as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Consultant shall also provide an affirmative statement that it is independent of all of the component units of C-SMMPO and their departments as defined by those same standards.

The Consultant shall also list and describe their professional relationships involving C-SMMPO, their Departments, or any of their agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Consultant shall give the C-SMMPO written notice of any professional relationships entered into during the period of this Contract.

- (b) Most recent financial statement.
- (c) If the Consultant is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Consultant shall be noted.

- (d) Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- (e) Additional Information. This section, which is optional, shall include any additional information the Consultant deems relevant to this procurement as well as any information that meets the satisfaction of the RFP objectives.
- (f) If a corporation, certification that the Consultant is in good standing with the Maryland State Department of Assessments and Taxation and that corporate charter has not been revoked or forfeited.
- (g) <u>Identification of Anticipated Potential Problems</u>
 The proposal should identify and describe any potential problems, the Consultant's approach to resolving problems, and any special assistance that will be requested from C-

Consultants shall give specific attention to the identification of those portions of their proposals they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the C-SMMPO under Md.Ann.Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

SMMPO.

- 1) The Consultant shall fill out the Price Proposal form contained herein.
- The Consultant shall also provide a comprehensive budget and detailed description of all line items to substantiate the lump sum bid.
- 3) No additional allowances shall be provided for expenses incurred by the Consultant in performing the duties under this Contract. All pricing shall include labor, overhead, materials, contracted special services, travel, mileage, and vehicle fuel.

4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 120 calendar days to provide the C-SMMPO the services as set forth herein.

D. PROPOSAL CONDITIONS

- Price proposals that accompany technical submittals shall be determined to be unacceptable to the C-SMMPO and shall be returned to the Consultant.
- Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- 3) Proposals may not be altered or amended by the Consultant after they are opened.

9. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee composed members of the C-SMMPO. No member of the evaluation committee shall be from an agency or organization submitting a proposal. Membership on this committee is subject to change.

During the evaluation process, the Evaluation Committee and C-SMMPO reserve the right, where it may serve C-SMMPO' best interest, to request additional information or clarifications from Consultants. At the discretion of C-SMMPO or the Evaluation Committee, Consultants submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. EVALUATION CRITERIA

Proposals shall be evaluated using four sets of criteria. Consultants meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications and price. The following represent the

principal selection criteria which shall be considered during the evaluation process.

1) Mandatory Elements

- (a) The Consultant is in good standing with the State of Maryland, or has the ability to establish itself as such before any award.
- (b) The Consultant has no conflict of interest with regard to any other work performed by the Consultant for either County.
- (c) The Consultant adhered to the instructions in this RFP on preparing and submitting their proposal.
- (d) The Consultant has a record of high quality work.

2) <u>Technical Qualifications</u>

- (a) Expertise and Experience:
 - (1) The Consultant's past experience and performance on comparable contracts.
 - (2) The quality of the Consultant's professional personnel to be assigned to the Contract and the quality of the Consultant's management support personnel to be available. Resumes are acceptable.
- (b) Approach:
 - (1) Adequacy of proposed staffing plan for the Contract.

3) Price

- (a) The price submitted on the Price Proposal form is an integral part of the RFP and shall be considered during the selection process.
- 4. <u>Interviews</u> (if conducted)

C. INTERVIEWS

During the evaluation process, the Evaluation Committee may, at its discretion, request and conduct interviews if deemed necessary. Such presentations shall provide those companies with an opportunity to answer any questions the Evaluation Committee may have on the Consultant's proposal. This request does not commit C-SMMPO to award a Contract.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between C-SMMPO and the Consultant selected. C-SMMPO reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of C-SMMPO. C-SMMPO reserves the right to not hold discussion after award of the Contract.

If a Consultant has not paid all taxes owed to Calvert County Government, St. Mary's County Government, or a municipal corporation in either County, or the State of Maryland, or is not incompliance with filing requirements of the IRS, C-SMMPO may reject the Consultant's proposal.

C-SMMPO reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

The Board of County Commissioners of Calvert County, Maryland and the C_SMMPO shall award the contract to the Consultant best satisfying the needs of C-SMMPO, unless all proposals are rejected.

10. RESERVATIONS

C-SMMPO reserves the right to request clarification of information submitted or to request additional information about any Consultant as it may reasonably require and may require interviews.

11. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

12. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control which is reasonably necessary to the performance of the services required under the Contract.

13. DATA RELEASE

The Consultant shall not release client information or any reports or other material pertaining to it without the prior express written consent of C-SMMPO except to comply

with appropriate state and federal requirements; and in such instances shall consult with C-SMMPO prior to so doing.

NON-COLLUSION CERTIFICATE

I HEREBY C	CERTIFY I am the	Principal
		(Title)
and the dul	y authorized representative Lardner/Klein Landscape	
Whose addi	ress is _815 North Royal S	t., Suite 200, Alexandria, VA 22314 AND
		y knowledge, information and belief, the above tatives I here represent have:
(a)		ved or colluded to produce a deceptive show of ation of the bid or offer being submitted
(b)	participated in any collusi bidder or offer or herein of connection with the Contr submitted; and that no m supervisory personnel or of	ly or indirectly, entered into any agreement, on to fix the bid price or price proposal of the or any competitor, or competitive bidding in fact for which the within bid or offer is ember of the C-SMMPO administrative or other members of the of C-SMMPO any interest except as follows: (complete if applicable)
		perjury that the contents of the foregoing
paper are tru	ue to the best of my knowle	edge, information, and belief.
		Authorized Signature
9/27/	18	James R. Klein
Date		Printed or Typed Name

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT
1. I am the Principal and the authorized representative of the company
Title of Lardner/Klein Landscape Architects, PC
Name of Corporation
whose address is815 North Royal, Suite 200
Alexandria, VA
and that I possess the legal authority to make this affidavit on behalf of myself and the company for which I am acting.
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above company, nor any of its officers, Administrators, or partners, nor 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 has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of 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 the <u>Annotated Code of Maryland</u> or under the laws of any state or the federal government (conduct prior to July I, 1977 is not required to be reported).
3. 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 company, and the sentence or disposition, if any.
None
4. I acknowledge that this affidavit is to be furnished to the C-SMMPO pursuant to Sections 16-201, et seq., of the State 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, the C-SMMPO may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.
I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct. $\frac{Q}{21/18}$
SIGNATURE DATE





CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenhoupt Ir. Steven R. Weems

September 13, 2018

ITB 2019-053 CONCEPT PLAN

QUESTIONS AND ANSWERS/CLARIFICATION NO. 1

Following are questions and answers/clarification for the above-referenced Invitation to Bid. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your proposal**. Failure to do so may subject bidder to disqualification.

- On page 20, #5 at the top of the page, please clarify the total of public meetings required. Am I correct in understanding that two meetings are to be held before the project begins and one more after the project is finalized for a total of three public meetings? And by "finalized," is the intent of this public meeting to present the completed concept plan? Or does this meeting seek to solicit final public consultation before completion of the plan? Finally, does presentation before St. Mary's County Commissioners constitute one of these public meetings? Public meetings consist of one (1) meeting of the Parks & Recreation Board where the public and stakeholders are invited as the project begins and one (1) meeting with the Commissioners of St. Mary's County to present a final draft plan. The kick off meeting and subsequent meetings with staff are separate and not part of the public meeting requirements.
- 2. On page 21, 4.A., does the requirement for five years' experience developing transit bus stop locations apply to this proposal? **See Addendum No. 1.**
- 3. Also on page 21, 5.A. calls for items one through six under scope of service to be completed within 30 days. On page 22, 5.C. indicates items one through five be "fully completed" within 120 days. Please clarify the degree of completeness required at the 30-day mark. **See Addendum No. 1.**

CONTRACTOR'S LEGAL BUSINESS NA	MENSARONER/KLEIN	CAMOSCAPE ARCHI	TECTS P.C
AUTHORIZED SIGNATURE:	Wa	DATE: 9/07/18	

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 * 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenhoupt Jr. Steven R. Weems

September 17, 2018

ITB 2019-053 CONCEPT PLAN

QUESTIONS AND ANSWERS/CLARIFICATION NO. 2

Following are questions and answers/clarification for the above-referenced Invitation to Bid. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your proposal**. Failure to do so may subject bidder to disqualification.

- Attachment A indicates the Lexington Manor Redevelopment project, but does not include the boundaries. Is there a document that illustrates the limits of the Lexington Manor Passive Park 80+ acres? Need more clarification for this question please. The property is owned by St. Mary's County Commissioners. The project limits may exceed property boundary of the park dependent on public meeting.
- 2. Is there additional information on existing trail networks? No. The C-SMMPO is looking for the consultant to use existing roadbeds on the site as layout; there may be additional input from the public meeting.
- 3. Is there additional information on the transit component with existing bus stops including a master plan for future expansion? **No.**
- 4. Is there a master plan for forest conservation and forest conservation banking? No. However, it is possible to forest conversation easement if needed to be addressed, but the process includes recording of a plat that would have reserved space. The C-SMMPO is not requesting this at this time with this RFP. But, please advise if more clarification is needed.
- 5. Does the County currently have a system in place for tracking carbon footprint, sustainability goals, resiliency plans? **No.**
- 6. Is there a SW master plan in place for the county? Is the question sidewalk or stormwater? Currently, we don't have a sidewalk Master Plan. If it pertains to storm water St. Mary's Public Works department can assist.

CONSULTANT'S LEGAL BUSI	NESS NAME: GARONER/RUSIN	W LANDSCAPE ARCHTECE, P.	2
AUTHORIZED SIGNATURE: _	Aller	DATE: 9/27/18	

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258 Questions and Answers/Clarification No. 2 RFP 2019-053 September 17, 2018 Page 2 of 2

- 7. Is there a budget for construction? This RFP addresses design, the C-SMMPO anticipates funding for construction in the future. As part of the civil engineering summary in the final report document, the Consultant shall provide a preliminary cost estimate for the recommended treatments.
- 8. Will the County consider existing the proposal due date by one week? An 11-day turnaround for this project does not permit sufficient due diligence and is likely to cause dispute in contract administration. **See Addendum No. 2.**
- 9. We appreciate and support the overall project schedule of 180 days; however, we are concerned that including an initial public meeting within 30 days a) may not be practical and b) would not likely serve the C-SMMPO well in the long-term, especially if Notice to Proceed puts that 30 days within the window of holidays which may interfere with best practices for public involvement. We suggest that C-SMMPO either:
 - a) extend the first milestone to 60 days;
 - b) remove the public meeting from milestone 1; or
 - c) permit proposals to include an alternative schedule that contains milestones within the overall 180 day work period.

No changes will be made; however, the C-SMMPO will work within reason with the Consultant on unforeseeable issues, such as holiday schedules, which may arise during the Contract period.

CONSULTANT'S LEGAL BUSINESS NAME:	CARDIER/KLEW	COLOSOJOE MRCO 1189	SIPC
AUTHORIZED SIGNATURE:	De	DATE: <u>9/27/18</u>	



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Put Nutter Evan K. Slaughenhoupt Ir. Steven R. Weems

September 24, 2018

RFP 2019-053 CONCEPT PLAN

QUESTIONS AND ANSWERS/CLARIFICATION NO. 3

Following are questions and answers/clarification for the above-referenced Invitation to Bid. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your proposal**. Failure to do so may subject bidder to disqualification.

1. We seek clarification on the response to Question #7 on 2019-053 - QUESTIONS AND ANSWERS/CLARIFICATION NO. 2 -- "This RFP addresses design, the C-SMMPO anticipates funding for construction in the future. As part of the civil engineering summary in the final report document, the Consultant shall provide a preliminary cost estimate for the recommended treatments."

This response indicates Design and Cost estimates for construction are also to be included in proposals. Does this mean RFP 2019-053 seeks design and construction cost estimates in addition to the concept plan? **See Addendum No. 3.**

CONSULTANT'S LEGAL BUSI	NESS NAME: CARONER	3/KUEN LANDSCAPE B.	ROPITEON, P.C
AUTHORIZED SIGNATURE: _	40la	DATE: <u>9/27</u> /	,

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenhoupt Jr. Steven R. Weems

September 13, 2018

ADDENDUM NO. 1

Board of County Commissioners RFP 2019-053 Concept Plan

To Prospective Bidders:

Following is an addendum to the above-referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum must be <u>included with your proposal</u>. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Page 20, 2, C., Addition

"Included in the final document, the consultant shall prepare the Final Illustrative Master Plan with narrative document. Provide four (4) color, bound copies of the master plan document (8.5 \times 11.5 with 11 \times 17 fold out exhibits, illustrations and master plan drawing). Provide the files for the plan in electronic format (both native and pdf versions) for future printing."

Page 21, 4. A., 2nd Sentence, Revision

"Have a minimum of five (5) years' experience in identifying and developing concept plans as specified within the past five (5) years."

Page 21, 5., A., 1), 1st Sentence, Revision

"At thirty (30) calendar days from the Notice to Proceed, items one through three under scope of service for the Lexington Manor Passive Park Concept plan including kick off meeting and one public meeting shall be completed and a draft document of findings shall be submitted to C-SMMPO for review and comment.

Page 22, 5, C., 1st Sentence, Revision

"By one hundred twenty (120) calendar days, the Consultant shall have fully completed items one through six under scope of service and shall submit a final draft of the Lexington Manor Passive Park Concept plan for C-SMMPO review."

CONTRACTOR'S LEGAL BUSINESS NAME: Lardner/Klein Landscape Architects, PC	
AUTHORIZED SIGNATURE: DAT	= 9/27/18
Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678	-

Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



Timothy Hayden, Director Roberta L. Baker, Procurement Officer

CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenhoupt Jr. Steven R. Weems

September 17, 2018

ADDENDUM NO. 2

Board of County Commissioners RFP 2019-053 Concept Plan

To Prospective Bidders:

Following is an addendum to the above-referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum must be <u>included with your proposal</u>. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Cover Page, Revisions

"DUE DATE: Monday, October 1, 2018 by 2:30 p.m. (Local Prevailing Time)"

Cover Page, Addition

"FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE FRIDAY, SEPTEMBER 21, 2018 BY 2:00 P.M. (LOCAL PREVAILING TIME)"

Page 1, First Paragraph, Revision

"Sealed proposals are due on or before Monday, October 1, 2018 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:"

Page 3, 2nd Paragraph, Fifth Sentence, Revision

"Change <u>Charlotte.DeStephano@calvertcountygovernment.gov</u> to Charlotte.DeStephano@calvertcountymd.gov"

Page 3, 2nd Paragraph, Addition

"Final written questions shall be due on or before Friday, September 21, 2018 by 2:00 p.m. (local prevailing time)."

CONSULTANT'S LEGAL BUSINESS NAME: (ARDNER/KUEN) CANDSCAPE	BROSHTECK, P.C
	7/27/18
Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678	

Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick. Maryland 20678 410-535-1600 • 301-855-1243 Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenhoupt Ir. Steven R. Weems

September 17, 2018

ADDENDUM NO. 3

Board of County Commissioners RFP 2019-053 Concept Plan

To Prospective Bidders:

Following is an addendum to the above-referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum must be <u>included with your proposal</u>. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Page 20, 2, Addition

"D. Cost Estimates

As part of the civil engineering summary in the final report document, the Consultant shall provide a preliminary cost estimate for the recommended treatments, i.e., design and cost estimates for construction."

CONSULTANT'S LEGAL BUSINESS NAME:	ARONTR/KUEM)	CAMOSCIAPE AK	CAPITOUS, P.C
AUTHORIZED SIGNATURE:	Va	DATE: 9/27//	
	Main Street Prince Frederick M		

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

Timothy Hayden, Director
Roberta L. Baker, Procurement Officer

150 Main Street, Suite 107
Prince Frederick, Maryland 20678
410-535-1600 • 301-855-1243

Board of Commissioners Mike Hart Tom Hejl Pat Nutter Evan K. Slaughenboupt Jr. Steven R. Weems

September 28, 2018

ADDENDUM NO. 4

Board of County Commissioners RFP 2019-053 Concept Plan

To Prospective Bidders:

Following is an addendum to the above-referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum must be <u>included with your proposal</u>. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Page 24, 5.. 1st Paragraph, Revision

"Payment to the Contractor shall be made within thirty-(30) business days of the approval of satisfactory completion of work. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) business days from the receipt of each payment the Contractor receives from the Council. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the C-SMMPO. This clause applies to both DBE and non-DBE sub-contracts. The Contractor shall provide the C-SMMPO with documentation of all payments to sub-contractors within ten (10) business days of such payments."

CONSULTANT'S LEGAL BUSINESS NAME:	Lardner/Klein	Landscape	Archi	tects,	PC
AUTHORIZED SIGNATURE:	alle		DATE:	9-28-	-18
Mailing Address: 1	75 Main Street Prince Frede	rick Maryland 20	678		

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



27 September 2018

Lardner/Klein Landscape Architects, P.C.

Charlotte DeStephano
Procurement Specialist
Calvert County Government
Procurement Office
150 Main Street, Suite 107
Prince Frederick, Maryland 20678

Re:

RFP 2019-53

CONCEPT PLAN LEXINGTON MANOR PASSIVE PARK

Enclosed please find the requested technical and price proposal packages containing the following documents for the above referenced RFP:

Package #1: TECHNICAL PROPOSAL containing one (1) original and three (3) copies including

- Transmittal Letter (this letter) with authorized signature
- Name And Signature Requirements of Bids And Contracts
- Consultant's Technical Proposal
- Non-Collusion Certificate
- · Anti-Bribery Affirmation Affidavit of Qualification to Respond
- Addenda Issued
- Questions and Answers/Clarification Issued

Package #2: PRICE PROPOSAL containing one (1) original and three (3) copies of L/KLA's price proposal on the required form.

Lardner/Klein Landscape Architects, PC (L/KLA) is licensed to do business in the State of Maryland. Our statement of good standing to conduct business in Maryland is included along with a financial statement (marked confidential)

L/KLA has complied with and takes no exceptions to all requirements of the RFP and by our signature below commits our firm to the technical and price proposals enclosed herein for the period of 120 days, unless an extension is mutually agreed upon by both parties.

Should you have any questions or need additional information, please do not hesitate to contact me by email (jim.klein@lardnerklein.com) or telephone (1-800-337-1370). Thank you for your consideration.

Sincerely,

Lardner/Klein Landscape Architects, P.C.

James R. Klein, ASLA

Principal

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Personnel Expertise and Experience Jim Klein, ASLA, PLA, Principal Elisabeth Lardner, ASLA, PLA, AICP Cara Smith, ASLA, PLA Lori Moore, PLA	
Subcontractors: Environmental Systems Analysis, Inc. (ESA)	18

Executive Summary

L/KLA has developed design and management plans for public places throughout the United States—from South Carolina to Connecticut and as far west as California. Our principals each have over thirty-seven years of experience helping communities to articulate a clear, long-term vision for the design and management of public spaces. Our plans are well known for their innovative and cost effective implementation strategies.

L/KLA specializes in the planning, design and management of public landscapes including greenways, trails, heritage corridors, parks and historic sites and natural areas. Lardner/Klein has prepared more than two-dozen master plans for parks and public spaces throughout the mid-Atlantic region and beyond. A selection of these plans can be found starting on 9 of this proposal.

Elisabeth Lardner and Jim Klein established Lardner/Klein in 1988 while Jim was a faculty member at the University of Virginia's School of Architecture in Charlottesville where he taught Master Planning. The firm moved to Alexandria in 1993, where we have assisted our public clients on projects across the nation in their efforts to preserve and enhance the public landscape for the use and enjoyment of all.

L/KLA will develop a concept plan for Lexington Manor Passive Park through a sequence of stakeholder group and public meetings. The stakeholder group will meet four times to: 1) walk the park area and identify opportunities and challenges; 2) develop a design program for the grounds based upon existing conditions, strong public interest in the Art Park concept and the range of permissible uses as constrained by the Air Installation Compatible Use Zone; 3) discuss different ways to address those issues and accommodate the various needs through alternative concept diagrams and plans; and, 4) discuss and review the recommended concept plan prior to sharing that with the public and County Commissioners. The process will be initiated with the requested public meeting with the County Park and Recreation Board to solicit ideas and issues prior to fully developing the plan and then invite community members to the County Commissioners meeting to review the recommendations.

Approach and Methodology

The Lexington Manor Passive Park's concept plan will serve as an important framework for setting a clear vision about the future desired character of the park, and to set forth the arrangement of acceptable uses (including events), vehicular and bicycle/pedestrian circulation and parking, how the park interfaces with adjoining uses including the theater and adjoining commercial areas, and recommendations for how the park can be managed over time to achieve the desired vision.

The concept plan will ensure that each of the many small and incremental steps—whether established through a County funded capital improvement project, a public/private capital campaign or through the efforts of its army of volunteers—will add up to a cohesive whole that is greater than the sum of its individual parts. L/KLA understands the kind of choreography that is needed to keep all of the many moving parts going in the same direction.

The concept plan process needs to clearly articulate the elements that are fixed in place versus those that can be changed or altered. There are many design issues that need to be resolved including:

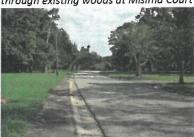
- Permitted Uses: the overlay established by the Air Installation
 Compatible Use Zone presents a formidable challenge
 regarding permitted uses within the site and the lengthy
 development and review process that has already taken place
 in relation to past plans and proposals—it appears that the
 concept of an Art Park fits within that range of uses, but will
 require further definition
- Sequence of arrival: reflected in the first impression, directional information, parking opportunities, orientation and a more easily understood system of pedestrian circulation
- Events: defining the function and character of the multipurpose open spaces and the kind of permissible events that serve the Lexington Park community
- Perimeter: defining the edges of the park in a way that provides a distinctly welcoming visual appearance while at the same time addressing personal safety and visibility
- Lexington Park Linkages: the portion of the multiuse bike/pedestrian trail inter-connecting with the Lexington Park community extending from Misima Court to connect Willows Road/Shangri-La Drive intersection will need to address the impact to the stand of adjoining trees and some poorly drained areas at the end of Misima Court
- Design and Maintenance: defining the palette of materials for driving and walking surfaces, shrubs and trees that help visually define outdoor spaces and help to reinforce the desired visual experience
- Public Art: addressing the opportunities for incorporating public art as an integral component of the passive park uses
- Visitor Infrastructure: an assessment of the potential visitor needs (water, restrooms, shade, concessions, seating, picnic areas, orientation and signage, among others) based upon the proposed program and the existing infrastructure that is already available

To achieve the goals laid out in the concept plan while at the same time focusing 100% on the need to get enhancements into the ground, we recommend establishing a stakeholder group that can help to provide the necessary input and design reviews to keep the project on track. We have proposed a set of four meetings with the working group as the core participants, but taking care to invite those highly motivated stakeholders that will be your future partners in fundraising and stewardship for this important site. These stakeholders need to be nurtured throughout this process and L/KLA has an extensive track record of working with organized groups to encourage positive contributions toward long-term funding and maintenance.

We recommend the following four stakeholder group meetings as part of this effort:

Meeting #1: Site Visit and Walking Tour (two hours)

Connecting the passive park to adjoining neighborhoods and downtown will require building a new trail facility through existing woods at Misima Court



Existing paved streets with drainage will need to be assessed to determine how best to utilize the existing infrastructure while transforming the former community into a passive park.



Seventy plus year old Cherry and Oak trees need to be evaluated to determine which are worth preserving and which should be replanted



How can the park be enhanced to attract more visitors to downtown businesses while staying consistent with the Air Installation Compatible Use Zone?

invite the full range of staff and partners to have an open ended, but frank discussion (on site) regarding the challenges and opportunities that can be addressed through the concept plan.

- Meeting #2: Program Development (two hours)
 The meeting will be structured to result in a design vision and in a design program that lists goals and objectives related to experiential quality, permissible and desired uses, and functional needs to support those uses based upon the field investigations, site analysis, and a review of permissible uses (40%).
- Meeting #3: Review and Selection of Preferred Alternative (four hours with lunch)
 Discuss conceptual alternatives for general landscape concepts, arrival and circulation sequence and general use diagrams (public versus private access, outdoor rooms for events and casual use areas, borders and edges and lands allocated for parking on an either permanent or temporary basis). The meeting will be structured to review a minimum of three alternative approaches to organizing and accommodating the recommended program using bubble level diagrams (60%).
- Meeting #4: Review Draft Concept Plan (two hours)
 Review preferred concept plans and general recommendations for design treatments focusing on materials and level of finish quality desired to inform the budget to be established for implementing the plan (90%).

The four meetings described above will be bracketed by two public meetings. Assuming that the stakeholder committee is already identified and appointed by the C-SMMPO representative, or if possible, by Board of County Commissioners, the 1st public meeting with the Park and Recreation Commission should take place after the initial stakeholder committee meets for a site tour. The 2nd public meeting would be at the conclusion of the project as specified in the RFP.

Plan of Work

The following table summarizes our proposed methods for achieving the scope of work outlined in the RFP. A task-hour assignment is provided in the price proposal to illustrate how we intend to allocate our resources.

	RFP Task	L/KLA Deliverable	Days
1	Attend meeting and park site visit with C-SMMPO representatives after receipt of notice to proceed.	Meet with key stakeholders on site and conduct a one day site visit with two L/KLA staff (Meeting #1).	30
2	Conduct a thorough site investigation of the property to determine existing conditions.	Prepare an aerial photographic base map from existing and available imagery for use in developing and illustrating the concept plan using Digital High-Resolution Aerial Photography through Maryland iMAP program (latest available at start of project) and prepare an illustrative plan base using best available data. DELIVERABLE: Inventory Site Visit by 2 (two) L/KLA Staff	30
3	Provide site analysis opportunities and constraints to include site topography, existing trees (tree survey), street frontage, and community connections.	Develop a series of four map layers capturing the following information based upon existing and available information: Existing and committed uses not likely to change Vegetation /Tree Survey (see subtask 3a) Delineate important visual and spatial relationships including entry sequences, desirable views, undesirable views, edge conditions and adjacent land uses Pedestrian, bicycle and vehicular circulation and parking	30

	RFP Task	L/KLA Deliverable	Days			
		Prepare a 10-page memo documenting existing conditions with 11 x 17 foldout maps.				
	Tree Survey	DELIVERABLE Site analysis map(s) — up to four display maps at a scale of 1"=100' or similar; present and discuss at meeting #2. Work to be prepared by subconsultant ESA, Inc.:	60			
		ESA will characterize the natural resources on-site and conduct a specimen tree survey on the proposed 80-acre Lexington Manor Park. ESA will locate specimen trees using a Trimble GPS Geo-XH unit and will document each tree's health and size. ESA will focus on evaluating the health of specimen trees including the Japanese cherry and oak trees that are almost 75 years old. ESA would review the existing data on these specimen trees and update this information as needed to include location, species, diameter, circumference, canopy width, tree height, and health. We will examine the bole, bark, and canopy for die-back, fungus, disease or insect damage and identify hazardous trees. Management recommendations would be included with each specimen tree and may include techniques such as sanitation pruning, core aeration, vine pruning, fertilization, application of a fungicide, or removal.				
4	Define permissible and non-permitted uses.	DELIVERABLE: Letter report describing the on-site forests, field sampling data sheets, table describing specimen trees, photos, and an environmental features map including the soils, location of forest types, specimen trees, and streams in AutoCAD or GIS and PDF formats. Work is not intended for concept planning only and is not intended to meet the state requirements for a Forest				
		 Stand Delineation. Develop criteria based upon (but not limited to and as developed by the working group) the following: Pre-demolition plans and historic use, as available Conditions associated with original land purchase and funding sources Conditions and limitations associated with the Air Installation Compatible Use Zone Programmatic needs associated with potential uses as suggested by the community through the stakeholder group and at the initial public meeting 	60			
		DELIVERABLE: Prepare alternative concept map "bubble" diagrams at a scale of 1"=400' or similar defining areas where the types indicating alternative approaches for arraying the range of permissible uses and where they would be allowed, areas where tree and/or natural area preservation is recommended based				

upon the tree inventory, vehicular circulation and parking, bicycle

and pedestrian access and circulation

Days RFP Task L/KLA Deliverable 5 Provide for public consultation L/KLA will provide the following public consultation process process to include preparation Stakeholder Group meetings: and presentation for two (2) Meeting #1 - Site Visit and Walking Tour public meetings before the Meeting #2 - Program Development (40%) project begins and after the Meeting #3 - Review and Selection of Preferred project is finalized. Alternative (60%) Meeting #4 - Review Draft Concept Plan (90%) Public Meeting #1 - St. Mary's County Park and Recreation Commission (at project startup) Public Meeting #2 – St. Mary's County Board of County Commissioners (100%) - review copy sent to project representative two weeks prior for final proof and review DELIVERABLES: six meetings inclusive of display maps for discussion and/or presentation slides, meeting notes for distribution to stakeholder group (meetings 1-4), PDF copies of all handouts and displays 90 Prepare a draft illustrative concept plan at a scale of 1"=100' or 6 Prepare a corresponding similar for review at 60% completion. written narrative (executive summary, body, and Review and refine 60% completion and incorporate into concept conclusion) document. Identify key findings and vision plan draft report (90%) for review with stakeholder group. statement, design objectives, design philosophy, park DELIVERABLES: 32-40 page draft report as specified in the RFP 120 elements and recommended with illustrative concept plan map. The report will be treatments, sustainability and supplemented with up to six illustrations (sections or perspective sketches) indicating desired treatments for key areas throughout carbon footprint, mobility and accessibility, and civil the park. engineering summary. Statement of probable cost to be included based upon "rough order of magnitude" using comparable composite costs for similarly scaled project components in similar settings. **B** Data Reporting As noted in Task 5 150 As noted in Task 6 to include final revisions to the 90% complete C Final Report project based upon comments received from the stakeholder group and contract representative. All comments to the draft Included in the final document, the consultant shall prepare report shall be compiled by the contract representative into a the Final Illustrative Master single document organized as a matrix listing the page and Plan with narrative document. paragraph number, name of commenter, comment (indicating Provide four (4) color, bound the specific change or clarification), and a final column for L/KLA's response (change made or response when no change was copies of the master plan document (8.5 x 11.5 with 11 x needed). 17 fold out exhibits, illustrations and master plan DELIVERABLE: as specified in Addendum #1 drawing). Provide the files for the plan in electronic format (both native and pdf versions) for future printing."

Lardner/Klein Landscape Architects, PC

Management Summary

L/KLA is widely recognized for their expertise in working with communities on the design, planning and management of public spaces, including historic sites, outdoor museums, natural areas, parks, trails, and community open space. L/KLA has prepared over two dozen master plans for parks and public places in its nearly thirty years of practice. All of our work involves collaborating with the public in some form or fashion. Integrating a clear framework of public participation is a key element in our approach.

Lardner/Klein is familiar with Southern Maryland and the opportunities and challenges presented at Lexington Manor Passive Park gained through our experience as a core team member for the development of the Star-Spangled Banner National Historic Trail Management Plan, as well as having worked with St. Mary's County staff on the Religious Freedom Byway Corridor Management Plan leading to its designation as a National Scenic Byway.

L/KLA uses many tools and techniques for engaging stakeholders in open and transparent decision-making regarding programming, evaluation of alternatives, developing preliminary and final designs and ensuring that decisions made early in the process are followed through to completion. At the early stages of a project, design workshops are often held with various stakeholder groups—whether they be a board of directors or a group of interested citizens— to help generate excitement and enthusiasm for a project (see sidebar at right). Two projects that best exemplify our approach include:

The following information summarizes our qualifications and provides specific examples of three directly related projects that provide further detail regarding our approach, planning and visualization tools, and implementation expertise.



The project study area includes lands owned by the St. Mary's County Board of County Commissioners as shown above and the shared use path linkages connecting at the red circles as noted as per the RFP.

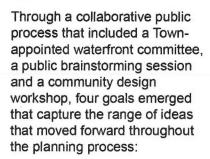
Projects

A selection of our directly related experience for this project includes the following (* indicates more detailed project description summary on the pages that follow):

 Direct Experience ✓ Part of broader project or work of a similar nature 	Expertise in working collaboratively with stakeholders including planning and transportation agencies, development community, user groups, and advocates	Knowledge of concept level master planning and for parks, open space, and community linkages	Knowledge of design criteria and standards for public bicycle and pedestrian facilities, including ADA	Expertise in preparing site analyses, evaluating and selecting alternative for parks and open space plans	Experience in capital and operational cost estimating and affordability analysis	Ability to effectively illustrate planning and design communications; and/or to work with and assemble differing data sources into a coherent analysis
PROJECT EXPERIENCE						
Port Deposit Waterfront Master Plan, MD*	•	*	*	*	*	*
Port Tobacco Preliminary Design Services, MD*	*	*	♦	*	*	*
Fort Ward Park and Museum Area Management Plan, Alexandria, VA*	*	*	\Diamond	•	*	*
Watkins Park Master Plan, M-NCPPC*	*	*	\Diamond	*	*	*
Visitor Use Center at Nachusa Grasslands, Franklin Grove, IL*	*	\Diamond	\Diamond	*	*	*
Four Mile Run Parks Master Plan, Arlington, VA	*	\Diamond	\Diamond	*	♦	*
Anacostia Riverwalk Trail, Kenilworth Section, Washington DC	\Diamond	\Diamond	*	*	\Diamond	*
Neabsco Creek Boardwalk Crossing, Woodbridge, VA	*	♦	*	*	*	*
Historic Dove Bank ADA Accessible Trail, Historic Saint Mary's City, MD*	\Diamond	\Diamond	*	\Diamond	\Diamond	*
Tilghman and Bellevue Working Waterfront and Village Master Plans, MD	*	*	♦	*	\Diamond	*
Hindman/Knott County Community Development Initiative—Using Our Heritage to Build Tomorrow's Community, KY	*	*	*	*	•	*
American Chestnut Land Trust Preserve, Master Plan, Calvert County, MD	♦	*	*	*	*	*
Star-Spangled Banner National Historic Trail Management Plan, MD	♦		*	\Diamond	\Diamond	♦
White Marsh Park and Allen Pond Park Master Plans, Bowie, MD	*	*	\Diamond	*	*	*
Chincoteague Downtown and Waterfront Master Plan and Design Services, VA	♦	♦	♦	*	*	*
Laurel Hill Equestrian – Lorton, VA	*	♦	♦	♦	*	\Diamond

Port Deposit Waterfront Master Plan Cecil County, MD

A historic port town on the Susquehanna River, Port Deposit's waterfront has been home to many different maritime industrial uses over the ensuing decades up until the 1980s. Since then, the Town has been working to revitalize its waterfront and expand public waterfront access, while addressing one of its biggest challenges—tidal flooding from the Susquehanna River and opening of the Conowingo Dam flood gates coupled with stormwater runoff from adjoining hillsides.



- Increase economic activity in the Town using community based assets and cooperative regional marketing
- Improve safety and convenience of linkages between the Town and Waterfront
- Enhance shoreline access and circulation
- Enhance appearance of public areas

Increasing the resiliency of the waterfront areas also emerged as a common theme. Design concepts were developed for waterfront areas that were needed to adapt features to more frequent flooding while continuing to provide access to waterfront features.

The master plan was completed in September, 2018.





Frequent nuisance flooding at the waterfront

MHW 2.10 MTL 1.15 MLW 0.21



Illustrative drawing showing secondary waterfront promenade on higher ground with seat walls made of gabion baskets to increase protection of adjoining railroad



Concept sketch illustrating the use of seat walls providing protection from nuisance flooding and creating an outdoor space for small gatherings and watching sunsets

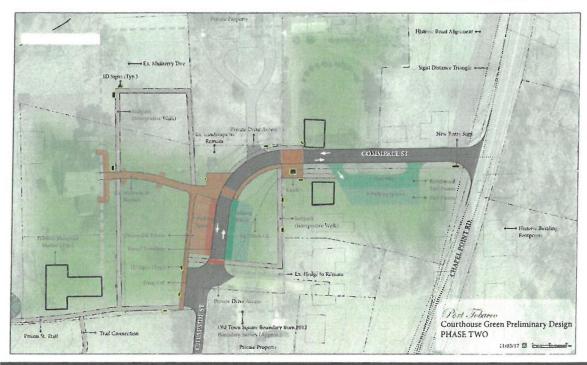


Living shoreline proposed for southern waterfront where conditions were suitable

Lardner/Klein Landscape Architects, PC

Port Tobacco Courthouse Preliminary Design Plan Charles County, VA





Client:

Charles County, Maryland

Contact:

Cathy Hardy Thompson

Community Planning Program Manager, Charles Co. Dept. of Planning and Growth Management

Address:

PO Box 2150 La Plata, MD 20646

Phone:

301-396-5815

Email:

thompsca@charlescountymd.gov

Design Fees:

\$38,000 (preliminary design)

Time Period:

2017-2018

Key Personnel: Jim Klein, Project Director, Lori Moore, Landscape Architect

L/KLA worked with Charles County, the Town of Port Tobacco (population 15) and key stakeholders to prepare a preliminary design that expands the capacity of the site to accommodate visitors while respecting the rights and privacy of individual property owners. The preliminary design addressed the following key program elements:

- Historical context of the village, once a bustling port along the Tobacco River and now a site rich in archaeological resources
- Expanding parking capacity utilizing permeable and/or

turf pavers while avoiding archaeological sites

- Develop a village interpretive walk to tell the story of the once bustling town utilizing the original footprints of former building sites and historic photographs
- A landscape plan that captures the historic character of the town and hits heritage as a once bustling port
- Developing a signage plan for a family of five sign types (entry, orientation, wayside exhibits, historic markers, and regulatory signs

Develop new sanitary facilities that do not rely on existing septic tank

drainfields
(architecturally
appropriate
portable
facilities or
composting
toilet)

A phasing plan that illustrates how the projects can be build out over time



Fort Ward Park and Museum Area Management Plan

City of Alexandria, VA









Sketch of potential reconfiguration of parking area to better accommodate bus circulation behind the Museum, restrooms on right side of image



PROJECT:

CONTACT: COST: STATUS: Fort Ward Park and Museum Area

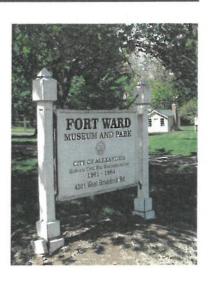
Management Plan Laura Durham \$110,000

Existing Conditions Report Completed

This management plan called for the integration of historic context and contemporary goals with current information so that Fort Ward and its resources may be sustained, maintained and interpreted. L/KLA worked closely with the community and stakeholders to ensure that all stories interred within the site's rich history are interpreted.

Great efforts were underway to preserve and interpret cultural resources including Civil War and

"The Fort" Community features. As the plan developed, L/KLA spearheaded efforts for aerating the Park using GIS mappings of sensitive cultural resources and identifying where aeration could occur. A potential accessible walking path connecting interpretive sites is among the developing enhancement recommendations. The plan also guides management of natural and recreational resources, as the park is designated as the City's arboretum and a popular recreational site.



Watkins Regional Park Master Plan

Upper Marlboro, Maryland

The Maryland-National Capital Park Planning Commission selected L/KLA and team consultants to prepare a master plan for Watkins Regional Park located in Upper Marlboro, Prince George's County, MD. Park inventories and analyses, facility and maintenance surveys, staff interviews, public meetings, and on-line surveys provided direction and perspective in solidifying a framework and vision for the park. Areas of focus included park circulation and neighborhood connections; parking; revenue and use analysis; park amenities and siting; events and programming; inventory and protection of natural resources; and infrastructure needs.

The draft plan recognizes the strengths of the existing park and builds off of its successes through enhancements to playground and family oriented gathering, nature center, farm/agriculture, and sports facilities.

Recommended improvements to picnic and play features include the introduction of social hubs with seating and food options, a sprayground, and parking renovations. An outdoor pavilion is recommended for accommodating special events and revenuegenerating programs.

Encouraged expansion of the Old Maryland Farm facilities will support the farming and agricultural cultural heritage of the parkland and allow for better education, training, and facilities for all ages.

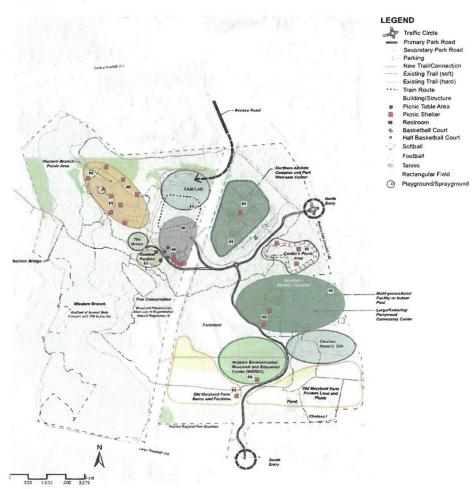
A renovated or new nature center building is recommended to host exhibit space, classrooms, labs, an auditorium, and gift shop, among other amenities. Connecting people to the outdoors through immersive outdoor learning environments will support joint efforts between farm and nature center. Strategically locating and planning for these facilities is emphasized in the master plan.

Enhancements to the "northern athletic complex" will be supported with new fields, parking, trails, and picnic shelters at the "southern athletic complex." A final master



plan is projected to be completed by winter of 2017.



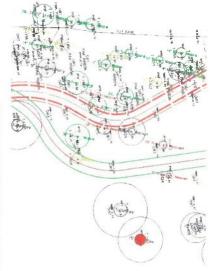


Draft Master Plan diagram for Watkins Regional Park.

Anacostia Riverwalk Trail - Kenilworth Section Washington, DC









Best of D.C. Staff Pick for Best New Trail Connection

"The merit of an off-road trail can be assessed using various criteria: its connectivity, its functionality, its physical beauty, and its harmony with its surroundings. By all of these measures, the new spur of the Anacostia Riverwalk Trail, which closes the gap between Benning Road and Bladensburg, Maryland, is magnificent." - Washington City Paper, 2017

L/KLA worked with RK&K and Toole Design Group to develop the final design and construction documents for a multi-use trail along the Anacostia River in northeast Washington, DC. The Kenilworth Section of the trail traverses an outfall from the PEPCO power plant, an NPS maintenance yard, the Benning Road trash-transfer station, the old DC landfill (now closed) and the Kenilworth Aquatic Gardens, a National Park, making the final connection to the Maryland segment of the trail system south of Bladensburg.

L/KLA was responsible for ensuring that the trail design and supporting facilities were consistent with National Park Service's environmental and historic goals, while at the same time meeting the diverse range of user needs for the trail. Field reconnaissance involved field flagging a preliminary alignment followed by field surveys (above). The alignment was refined to adjust for specimen field conditions, such as found along the Kenilworth landfill or along Beaverdam Creek. The trail alignment preserves the highest quality trees while still providing a river trail experience (as-built design above). All of the lands are managed by the National Park Service. The District Department of Transportation developed the trail.

L/KLA was responsible for ensuring the trail design fits within the more natural context of the Kenilworth Section of the Anacostia Riverwalk Trail (ART). This effort shaped the trail's alignment, details and design of related facilities such as waysides and gateways.

The total construction cost for the almost four mile trail segment was \$14.7 million, approximately \$700 per linear foot reflecting the complexity of seven boardwalk structures, extensive water and wetland crossings and prior landfill conditions contributing to the costs and the reasons that this was the last section of the ART.





L/KLA was responsible for developing the design character of all structures along the trail in a manner that is sensitive to the natural context of the Anacostia River and Kenilworth Aquatic Gardens

Nachusa Visitor Use Center at Nachusa Grasslands Franklin Grove, IL





Rendered perspective model of the Visitor Use Center at Nachusa Grasslands.



Nachusa Visitor Use Center, construction almost completed, October 2017.

L/KLA led the multi-discipline design for the development of the Visitor Use Center at Nachusa Grasslands, a property owned and operated by The Nature Conservancy in Illinois. Over 4,000 acres in size, the preserve is located in north central Illinois. It encompasses patches of remnant prairie and acres of restored prairie plantings, primarily installed by volunteers.

The Visitor Use Center's structures are influenced by the prairie itself and incorporate elements drawn from the surrounding landscape, connecting the structure with the land. The shed roof, clad with a

standing seam metal roof reflects the vase prairie sky. The limestone seat walls, constructed of stone quarried within 100 miles of the site reflect the horizontal orientation of the prairie and the geological outcrops. The structures' columns, canted at an angle, reflect that late summer prairie as it sways in the wind.

The sequence of arrival is designed to draw people from the visitor center along an ADA accessible pathway into the prairie, introducing them to the complex grassland ecosystem and the recently introduced bison that serve as one

of several prairie management tools. Visitors are greeted with nine interpretive panels explaining the site's history, the importance of this reserve, its unique flowers and wildlife and the importance of this habitat and The Nature Conservancy's role in protecting it.

The Visitor Use Center will be completed in fall of 2017.

References

Port Tobacco Courthouse Preliminary Design, Charles County, MD (January 2018)

Principal-in-Charge: Jim Klein

Design: Lori Moore

Cathy Thompson

Community Planning Program Manager Charles Co. Dept. of Planning and Growth

Management

Phone: 301-396-5815

Email: thompsca@charlescountymd.gov

Preliminary Design Services for visitor enhancements to Port Tobacco, listed on the National Register of Historic Places

Port Deposit Waterfront Master Plan, MD (September 2018)

Principal in Charge: Jim Klein
Design: Lori Moore and Cara Smith

Vicky Rinkerman, M.S.
Town Administrator
Town of Port Deposit
64 South Main Street
Port Deposit, MD 21904
410.378.2121 Office
410.378.9104 Fax
vrinkerman@portdeposit.org

Master Plan for enhancements, linkages, and park improvements to Port Deposit's waterfront, (Town listed on the National Register of Historic Places)

Watkins Regional Park Master Plan, Prince Georges County, MD (2018)

Principal-in-Charge: Elisabeth Lardner

Design: Cara Smith

Environmental: Mark Burchick, ESA

M-NCPPC | Department of Parks | Park Planning & Development, MD Sonja M. Ewing, AICP Supervisor, Park Planning 6600 Kenilworth Avenue | Suite 301 Riverdale, Maryland, 20737 301.699.2586 | Fax: 301.277.9041 Email: sonja.ewing@pgparks.com

Master Plan for large regional park including park inventories and analyses, facility and maintenance surveys, staff interviews, public meetings, and on-line surveys providing direction and perspective in solidifying a framework and vision for the park.

Fort Ward Park and Museum Area Management Plan, Alexandria, VA

Principal in Charge: Elisabeth Lardner Landscape Architects: Jim Klein, Cara Smith

Client: City of Alexandria, VA
Contact Person: Laura Durham, Division
Chief, Recreation Services
Department of Recreation, Parks and
Cultural Activities

Phone: 703-746-5434

Email: Laura.Durham@alexandriava.gov

Master plan to integrate historic, cultural, recreational and natural resources so that the park's resources can be sustained, maintained and interpreted. L/KLA worked closely with the community and stakeholders to ensure that all stories interred within the site's rich history are interpreted.

Personnel Expertise and Experience

As a small business, L/KLA has developed a specialized niche in master planning and design for public places like the Lexington Manor Passive Park. Over ninety percent of our work is for local, state, and federal government agencies, along with non-profit preservation and conservation organizations. Many of the park, trail, and historic site projects we have worked on have involved interpretive and programmatic development, as well as operational and management strategies.

Over our thirty years of practice as a firm we have maintained an office with from 4-8 full time employees. Currently we have four full time employees. Our small size has never limited us from completing our work on time and on budget. We carefully choreograph all of our projects to ensure that each client and project receives the attention to detail and quality they deserve. Having worked for larger firms where an individual project manager has to fight for resources internally, we understand the importance of commitment of time and resources and focus our efforts on the niche market that we occupy. We do a limited array of projects very well and the Lexington Manor Passive Park Concept plan is a perfect fit for our special segment of the professional services spectrum. Given the schedule, task-hour assignments and current workload, L/KLA can serve the project needs with current staff and commit our reputation on making that happen for you.

Jim Klein, ASLA, PLA, Principal Role: Project Manager / Landscape Architect

Mr. Klein, is a professionally licensed Landscape Architect in ten states with thirtyseven years of experience in the field including the development of master plans for Port Deposit and Rock Hall's Waterfronts along with master plans for Four Mile Run Parks in Arlington, VA and the American Chestnut Land Trust properties in Calvert County. Jim is responsible for many of L/KLA's bicycle and pedestrian trail design projects including the Anacostia Riverwalk Trail, Kenilworth Section, Washington DC and the Neabsco Creek Boardwalk Crossing, Woodbridge, VA. Mr. Klein was a core team member for the Star-Spangled Banner National Historic Trail Management Plan and project lead planner for the Religious Freedom National Scenic Byway Management Plan. Mr. Klein has graduate and professional degrees in Landscape Architecture from the University of Oregon and a BS in Agriculture from the University of Vermont.



Illustrative concept for interpreting the Historic Walton Road through landscape elements (illustration by Cara Smith)



Illustrative concept for connecting pathway and promenade at Port Deposit's Waterfront Park



Illustrative concept for new parking, permeable paving, and visitor kiosk at Port Tobacco, Charles County, MD

Elisabeth Lardner, ASLA, PLA, AICP

Role: Project Planner and Landscape Architect

Ms. Lardner is a licensed Landscape Architect (Maryland #735) and AICP certified with thirty-seven years of experience in master planning and community-based landscape architectural design. Ms. Lardner led L/KLA's award winning master plan for Hindman, Kentucky, which started as a community-based development plan and resulted in implementation of 41 million dollars in investments in community infrastructure, open space enhancements, and transportation improvements over a ten-year period.

Ms. Lardner's park master planning experience includes the Fort Ward Park Management Plan in Alexandria, White Marsh and Allen Pond Parks in Bowie, Laurel Hill Regional Park in Lorton, VA and Chincoteague's Waterfront. Ms. Lardner holds a Master of Urban Design from Harvard University and a Bachelor's of Landscape Architecture from the University of Oregon.

Cara Smith, ASLA, PLA

Role: Project Design

Ms. Smith is a professionally licensed Landscape Architect with ten years of experience. She has served as a project designer for L/KLA's current and recent landscape master plans and design projects including Nachusa Grasslands Visitor Center in Illinois and the Watkins Regional Park in Prince George's County. Ms. Smith has worked extensively with GIS, AutoCAD and other visualization tools to prepare illustrative drawings that convey design intent and design concepts. Ms. Smith holds a Masters Degree in Landscape Architecture from Virginia Tech and a Bachelor of Arts in Studio Art and Hispanic Studies from the College of William and Mary.

Lori Moore, PLA

Role: Project Design



L/KLA has a strong track record of working collaboratively with key stakeholders throughout the planning and design process to achieve consensus



Rendering by Lori Moore illustrating a proposed overlook for Four Mile Run Parks Master Plan in Arlington

Mrs. Moore is a professionally licensed Landscape Architect with nine years of experience. She is currently serving as a project designer for Lardner/Klein's work on Port Tobacco, Four Mile Run Parks Master Plan and the Neabsco Creek Boardwalk Crossing. Mrs. Moore received her Master of Landscape Architecture degree from the University of Arizona in Tucson and her Bachelor of Arts degree from Center College in Danville, Kentucky.

Subcontractors: Environmental Systems Analysis, Inc. (ESA)

For over 25 years, ESA has offered ecologically based environmental consulting services with an emphasis on streams, wetlands, water resources, and forest ecology. L/KLA has been working with ESA on many park master plans that have included natural areas such as Watkins Park, Prince George's County's regional park for M-NCPPC.

Full resumes for L/KLA staff and ESA's key staff are found on the following pages.

L/KLA

Lardner/Klein Landscape Architects, PC

Elisabeth B. Lardner, ASLA, AICP

Education

Master of Landscape Architecture in Urban Design, Harvard University, with Distinction, 1986 Bachelor of Landscape Architecture, University of Oregon, 1980

Registration

Landscape Architect—VA, MD, DE, OR American Institute of Certified Planners

Memberships

American Society of Landscape Architects
American Planning Association
Former Chair, FCRHA Commission,
Fairfax County, VA, Mt. Vernon
Former Chair, Urban Forestry
Roundtable, NoVA
Tysons Urban Design Guideline Advisory
Group 2011

Awards

American Planning Association, VA
Chapter Meritorious Planning Project
and National Association of Counties
Achievement Award (Village of
Midlothian Plan)

American Society of Landscape
Architects, Potomac and Maryland
Chapters Honor Award (You and Your
Land, A Homeowner's Guide for the
Potomac River Watershed)

edra/PLACES Third Annual Award 1999 PLACE PLANNING AWARD (Master Plan and Phasing Recommendations, Hindman and Knott County, KY Appalachian CDI Project)

Years of Experience

Total Experience: 38
With Lardner/Klein: 31

Benefits of Specific Experience

- Skills in working with multiple agencies and levels of government on technically complex projects
- Experience on large-scale community development projects

Summary of Experience

Elisabeth Lardner has been practicing landscape architecture, planning and urban design for thirty-eight years. She is a graduate of Harvard University's Urban Design department with the honor of distinction and the University of Oregon's Landscape Architecture department.

Ms. Lardner has extensive experience with the development of master plans and feasibility studies for community development projects. Ms. Lardner's award-winning master plan in Hindman, KY led to 41 million dollars in new investments for an arts-oriented community college and various campus open spaces linking the new college to downtown. Ms. Lardner's work in developing innovative implementation techniques has helped community groups to enhance their attractiveness as a regional destination such as downtown redevelopment and a new waterfront park in Chincoteague. Ms. Lardner's design efforts in Vienna, VA created a Town Green that is a community anchor, hosting a summer concert series and other festivals. Representative projects include:

Van Dyck Park Master Plan, City of Fairfax, VA

Director of the master plan to renovate the active park core of the 36-acre Van Dyck Park, centrally located in Fairfax City. A beloved park, the master planning process required a balance of preserving and redeveloping the highly popular existing park features. The plan document will be completed in early spring of 2018.

Watkins Regional Park Master Park Development Plan, Prince George's County, MD

Served as the project director for the renovation of the 840-acre park, the County's 'Crown Jewel' in its award winning park system. Areas of focus included park circulation and neighborhood connections; parking; revenue and use analysis; park amenities and siting; events and programming; inventory and protection of natural resources; and infrastructure needs.

Hindman/Knott County, KY Community Development Initiative
Project director for the preparation of a long-range plan designed to site
new buildings, improve circulation, open space, and landscape for the
Kentucky Technical College of Arts and Crafts, the Knott County Branch
of Hazard Community College, the Artisans Center, Opportunity Center,
City Hall and Visitor Welcome Center.

Fort Ward Park and Museum Area Management Plan, Alexandria, VA
Co-director of a complex management plan for a site rich in cultural and
natural resources that must provide much needed recreation activities
and open space. Plan addressed multiple-use, resource limited site
stewardship techniques while brokering agreements amongst competing
interest groups and protecting fragile resources.

Laurel Hill Open-End, Fairfax County Park Authority, Fairfax, VA
Task orders have included a Master Plan for an Equestrian Facility, a
Sign and Wayfinding System for the entire Laurel Hill site, an evaluation
of the historic Laurel Hill House and surrounding landscape and natural
resource management projects including a renovated 10-acre meadow
installed in the park as a demonstration project.



Lardner/Klein Landscape Architects, PC

James R. Klein, ASLA

Education

Master of Landscape Architecture, University of Oregon, 1980 Bachelor of Landscape Architecture, University of Oregon, 1979 Bachelor of Science in Agriculture, University of Vermont, 1978

Registration

Landscape Architect VA #356, OR, CT, WV, KY, NY, NC, PA, MA and NJ (CLARB #866)

Memberships

American Society of Landscape Architects Fairfax County Trails and Sidewalks Committee, Mt. Vernon District Rep.

Awards:

AASHTO/FHWA

Route 50 Middleburg Traffic Calming
(2017 southeast region award)
Context Sensitive Solutions for MD
Scenic Byways
Journey Through Hallowed Ground
Corridor Management Plan
USDOT Design for Transportation Award

Connecticut Scenic Roads Corridor
Management Planning
American Society of Landscape

American Society of Landscape
Architects National Merit Award
(Martic Township Environmental
Inventory and Assessment)

Virginia APA Outstanding Private Sector Plan Award (Journey Through Hallowed Ground Corridor Plan)

Maryland-Potomac Chapter Traveling Award (Maryland National Road Corridor Partnership Plan)

Years of Experience

Total Experience: 38 With Lardner/Klein: 31

Benefits of Specific Experience

- Experienced in working with diverse groups and points of view in developing consensus
- Experienced in preparing master plans and all phases of design services

Summary of Experience

James R. Klein is a registered landscape architect with thirty-eight years of experience in the fields of landscape architecture, regional planning and design for public landscapes.

Mr. Klein has authored master plans and provided design services for many different local, regional and national parks—including master plans for the Maryland National Capital Park and Planning Commission, Fairfax County Park Authority, Arlington County Department of Parks and Recreation, Prince William County, Fauquier County, City of Alexandria and the National Park Service, Mr. Klein is widely recognized for his expertise at working collaboratively with community groups and other stakeholders to develop consensus around a long term vision for parks and park systems and the set of actions that are necessary to achieve that vision. Mr. Klein is currently completing a waterfront master plan for the Town of Port Deposit, MD. Representative projects include:

Four Mile Run Valley Parks Master Plan, Arlington County, VA

Project director for a master plan for the 12-acre Jennie Dean Park and 11.5-acre Shirlington Park/Shirlington Dog Park. The plan is part of the concurrent efforts of the Four Mile Run Planning Study to preserve valuable park open space, including restoration of the degraded Four Mile Run stream corridor and mitigation of urban stormwater runoff from the historically industrialized site. Extensive public outreach has included surveys in the park, community meetings, concept designs, and extensive coordination with the Arlington County appointed stakeholder group.

American Chestnut Land Trust Facility Plan, Calvert County, MD
Project director for a master plan to identify the location and nature of
future facilities including access, circulation, a visitor center, outdoor
education, gathering and events spaces and interpretive facilities.

Port Deposit Waterfront Master Plan, MD

Prepared a master plan to improve linkages between the Waterfront and Main Street, to enhance access to the Susquehanna River, and to enhance the resilience of the Town's park areas to frequent flooding associated with increasing intensities of rainfall and releases from the upstream Conowingo Dam.

Star-Spangled Banner National Historic Trail Management Plan, Solomon's Island to Baltimore, MD

Served as the core team member responsible for management strategies for preserving and enhancing potential destinations to promote heritage and nature-based tourism along the National Historic Trail.

Neabsco Creek Boardwalk Crossing, Woodbridge, VA

Project director/designer for a 3200' boardwalk crossing envisioned as a regional destination along the Potomac Heritage National Scenic Trail connecting the historic Rippon Lodge with the adjoining Metz Wetlands. The \$4.5 million boardwalk is designed to help connect residents to nearby nature and provide new opportunities for environmental education.

Anacostia Riverwalk Trail, Kenilworth Section, Washington, DC
Responsible for the development of final design documents and
construction specifications for landscape architectural elements for this 3.3
mile trail from Benning Road to the Kenilworth Aquatic Gardens.

Lardner/Klein Landscape Architects, PC

L/KLA

Lardner/Klein Landscape Architects, PC

Cara L. Smith, PLA, ASLA

Education

Master of Landscape Architecture, Virginia Polytechnic Institute and State University, 2010

Continuing Education Certificate in Landscape Design, The University of Richmond, 2008

Bachelor of Arts in Studio Art and Hispanic Studies, The College of William and Mary, 2004

Registration

Landscape Architect VA #1772 (CLARB #40973)

Memberships

American Society of Landscape Architects

Awards

ASLA Honor Award for Student Achievement (Potomac Chapter)

Years of Experience

Total Experience: 10 With Lardner/Klein: 8

Benefits of Experience

- Experience with project coordination among team professionals
- Experience with community outreach and workshop presentations
- Comprehensive experience drafting designs and technical drawings from concept to construction documents using AutoCAD Civil 3D
- Effective illustration of site inventory and analysis employing Geographic Information Systems (GIS) ESRI ArcMap and survey layers
- Fluency with Adobe Creative Suite software for renderings, reports, plans, and presentations
- Experience with research, documentation, and writing of master plans, management plans, design guidelines and reports
- Familiarity with Microstation drafting software

Summary of Experience

Cara L. Smith, a registered landscape architect in Virginia, received a MLA degree from the Virginia Polytechnic Institute and State University in 2010. Ms. Smith earned a certificate in Landscape Design from the University of Richmond and received a BA degree from the College of William and Mary.

Ms. Smith is involved in many of Lardner/Klein's planning and design efforts. She enjoys collaborating with team consultants and clients throughout the planning and design process—from community workshops, to concept designs, and project construction. Ms. Smith recognizes that every place has a unique story to tell, and a successful design requires sensitive listening to community and site nuances. With this understanding, Ms. Smith has performed thorough inventories and analyses through GIS mapping and design documentation; she has drafted many concept plans and renderings, technical drawings and specifications, and public presentations. Representative projects include:

Watkins Regional Park Master Park Development Plan, Prince George's County, MD

Assisted with the graphics and editing of the master park development plan for the renovation of the 840-acre park, the County's 'Crown Jewel' in its award winning park system. Assisted with GIS mapping, plan graphics, and final master plan site design. Project to be completed in fall of 2017.

Rural Villages Study and Star-Spangled Banner Corridor Management Plan, MD

Responsible for managing and synthesizing GIS data relating to the Star-Spangled Banner NHT corridor and developing conceptual plans for conservation subdivisions and mixed-use residential developments in the rural villages of Aquasco and Baden in Prince George's County, MD.

Van Dyck Park Master Plan, City of Fairfax, VA

Assisted with the master plan to renovate the active park core of the 36-acre Van Dyck Park, centrally located in Fairfax City. A beloved park, the master planning process required a balance of preserving and redeveloping the highly popular existing park features. Responsible for existing conditions mapping, opportunities and constraints graphics, concept plans, and final master plan site design.

Upperville Community Park and Playground, VA

Responsible for the preliminary and final design for a 5,000 square foot playground incorporating nature-based play concepts and installations (construction completion fall 2018)

Fort Ward Park and Museum Area Management Plan, VA
Responsible for analysis and preparation of GIS resource inventory
maps, field work and photography, and presentation graphics.

Riverside Park Renovations, Phase I, Lynchburg, VA

Responsible for site analysis and preparation of the construction document package, design and grading for a new ADA-accessible (2009 ORAR) pedestrian path network.



Lardner/Klein Landscape Architects, PC

Lori Moore, PLA

Education

Master of Landscape Architecture, The University of Arizona, 2005 Bachelor of Arts in Art History, Centre College, 1999.

Registrations and Certificates Landscape Architect VA #1991. AZ #53470

SITES AP, #00000770-SITES LEED Green Associate #10757482

Memberships
American Planning Association

Years of Experience
Total Experience: 9
With Lardner/Klein: 2

Benefits of Experience

- Experience using AutoCAD for drafting and preparation of construction documents
- Experience with Adobe Creative Suite software for renderings, reports, plans, and other graphics
- Experience with 3-D modeling software for presentation graphics
- Experience using Geographic Information Systems (GIS) for site analysis and thematic maps
- Experience writing technical reports
- Experience with field inventory and assessment
- Experience with project coordination and code compliance

Summary of Experience

Lori Moore earned her Master of Landscape Architecture degree from the University of Arizona in Tucson, Arizona in 2005. She received her Bachelor of Arts degree in 1999 from Center College in Danville, Kentucky, with a focus in Art History. Mrs. Moore has also completed graduate level coursework in Urban Planning from the University of Arizona.

Mrs. Moore's work at Lardner/Klein has included the development of design concepts, preliminary design, final design and construction phase services for parks, trails, streetscapes and historic places. Prior to joining Lardner/Klein, Mrs. Moore worked on a variety of projects relating to transportation, residential design, urban design, land development, and environmental analysis. Mrs. Moore's current and recently completed projects include the following:

Neabsco Creek Boardwalk, Woodbridge, VA

Responsible for drafting and revising design and construction documents; producing 3-D models and photorealistic renderings to communicate design intent

King's Highway and Gills Neck Road Master Plan, Lewes, DE
Responsible for conducting site analysis and creating conceptual plans
and perspective renderings to illustrate traffic calming scenarios.

Four Mile Run Valley Parks Master Plan, Arlington County, VA
Responsible for conducting site analysis, developing design concepts and
alternatives, working with community and advisory group, and assistance
in preparation of master plan.

Port Tobacco Courthouse Green Design Services, Charles County, MD Responsible for conducting site analysis, developing design concepts and alternatives, working with community and working group, and assistance in preparation of master plan.

Port Deposit Waterfront Master Plan, MD

Responsible for conducting site analysis, developing design concepts and alternatives to improve linkages between the Waterfront and Main Street, to enhance access to the Susquehanna River, and to enhance the resilience of the Town's park areas to frequent flooding associated with increasing intensities of rainfall and releases from the upstream Conowingo Dam.

Notable projects from prior work include the following:

Oro Valley Watercourse Vegetation Management Plan, Oro Valley, AZ

Barrio San Antonio Neighborhood Enrichment, Tucson, AZ

Campbell Avenue Transportation Enhancement, Tucson, AZ

The El Paso and Southwestern Greenway Master Plan, Tucson, AZ

Mark Burchick

Principal / Senior Environmental Scientist

PROJECT ASSIGNMENT:

Tree Survey

NAME OF FIRM:

Environmental Systems Analysis, Inc.

YEARS EXPERIENCE: With This Firm: 20

With Other Firms: 20

EDUCATION/ACTIVE REGISTRATIONS:

BS, Natural Resources Management/University of Maryland, College Park, 1978

MS, Natural Resources Management and Systems Ecology, 1984 Master's Certificate, U. S. Department of Agriculture in Natural History Field Studies, 1991

Qualified Forestry Professional, MD DNR, 1992 Heart Saver First Aid, CPR, AED, 2018

PROJECT EXPERIENCE:

Mr. Burchick was a U. S. Park Ranger with the Department of Interior, National Park Service for 13-years and is a 20-year principal of ESA, having 39-years of direct natural resources management experience. Mr. Burchick, an expert botanist, specializes in wetland delineation, natural resource inventory, forest stand delineation, rare plant surveys, wildlife and fisheries studies and implementation of integrated natural resource management plans. Mr. Burchick was a member of the MD Department of Natural Resources task force for the development of the State Forest Conservation Technical Manual, in compliance with the Maryland Forest Conservation Act. He wrote and edited significant portions of the Manual related to forest stand delineation field methods of ecology and stand prioritization for retention, and then went on to provide Community College instruction curriculum for the State certification process of qualified professionals. Specific project experience includes the following:

Watkins Regional Park, M-NCPPC, Prince George's County, MD Master Plan Studies and Natural Resources Inventory, 2016

As part of a larger master plan, ESA performed a comprehensive natural resource inventory (NRI), forest stand delineation (FSD), specimen tree inventory and rare, threatened and endangered (RTE) species survey for the 839-acre Watkins Regional Park, located in Upper Marlboro, MD (Contract #360324-000). ESA documented upland maturing mixed hardwoods, bottomland and floodplain and steep slope mature hardwoods, all classified to the *Natural Communities of Maryland*, 2016, Natural Community Classification Framework, MD DNR, Natural Heritage Program.



esa

ESA documented and mapped numerous aggregates of RTE plants including Colville's phacelia, large-seeded forget-me-not and spring coralroot, 173-acres of wetlands of special state concern, a heron rookery with 29 active nests and 188-acres of FID habitat. Mr. Burchick created CAD and GIS maps showing property boundary, two-foot contours, slopes of 15 to 25% and 25% and greater, soil descriptions including highly erodible and of statewide importance, prime agricultural soils, roads and authorized park trails, forest stand types and their data stations, 100-year floodplain, waters of the United States classifications (ephemeral, upland drainage, riverine intermittent, riverine perennial), wetlands (palustrine forested, scrub-shrub, emergent) and wetland buffers, wetland of special state concern and their buffers, forest interior and locations of rare, threatened and endangered plant species. The deliverables of the project required that ESA document environmental conditions, with plans indicating habitat, cover types and other natural resources, and to provide specific preservation and management recommendations.

Fort George G. Meade Study for Fauna and Wildlife Populations, Wildlife Management Services, Anne Arundel County, MD 2013-2014

Through AECOM Sub-Contract #AEC2-001-SUB-01, Mr. Burchick managed a two-year study at U.S. Army Garrison Fort George G. Meade in Anne Arundel County. The study included writing and implementing the Department of Public Works, Environmental Division, integrated natural resources management plan (INRMP) for wildlife management, which included a fisheries inventory and lake management plan was performed for Lake Burba, an 8-acre in-stream pond. The two-year study included:

- A baseline wildlife survey of the 5,067-acre Garrison using 48 Reconyx Hyperfire HC500 motion detector infrared wildlife camera stations.
- A ground-based FLIR deer population survey, documenting 152 deer per square mile on-base. Developed management recommendations to reduce herd densities through culling operations.
- An extensive breeding amphibian study at numerous wetland and vernal pool sites, including cover boards to document dozens of species, which were photo verified and provided to the Maryland Amphibian and Reptile Atlas (MARA).
- A fisheries inventory and lake management plan for Lake Burba including electro-shocking and seine-netting determined the species matrix and stocking recommendations.
- A small mammal trapping program with multiple 100-foot line transects installed using both Sherman collapsible and pitfall traps, for species such as mole, vole, shrew, mouse and rat.
 Post-trapping allowed ESA to develop rotational meadow management plans to promote old-field meadows and habitat diversification.

Lardner/Klein Landscape Architects, PC

Affirmations

a. Independence

Lardner/Klein Landscape Architects, P.C. is independent of C-SMMPO as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

Lardner/Klein Landscape Architects, P.C. is independent of all of the component units of C-SMMPO and their departments as defined by those same standards.

Lardner/Klein Landscape Architects, P.C has no existing or previous professional relationships involving C-SMMPO, their Departments, or any of their agencies or component units for the past five (5) years, and therefore have no relationships that constitute a conflict of interest relative to performing the Contract.

Lardner/Klein Landscape Architects shall give the contract representative from C-SMMPO written notice of any professional relationships entered into during the period of this Contract.

AGREEMENT

This Agreement made this 27th day of November in the year 2018, by and between

Lardner/Klein Landscape Architects, P.C. 815 North Royal Street, Suite 200 Alexandria, Virginia 22314

hereinafter called the Consultant, and the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization.

WHEREAS, the contract for RFP 2019-053

Concept Plan Lexington Manor Passive Park

in the amount of Forty-Six Thousand Dollars and No Cents (\$46,000.00)

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONSULTANTS

PRICE PROPOSAL

GENERAL TERMS AND CONDITIONS

SPECIFICATIONS

NON-COLLUSION CERTIFICATE

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

ATTACHMENT A - AERIAL VIEW - LEXINGTON MANOR PASSIVE PARK

QUESTIONS AND ANSWERS/CLARIFICATION NO. 1

QUESTIONS AND ANSWERS/CLARIFICATION NO. 2

QUESTIONS AND ANSWERS/CLARIFICATION NO. 3

ADDENDUM NO. 1

ADDENDUM NO. 2

ADDENDUM NO. 3

ADDENDUM NO. 4

REQUIRED Q&E/TECHNICAL PROPOSAL

AGREEMENT

AND WHEREAS, the Contract has recently been awarded to the Consultant by the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Consultant, the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization, and the Calvert-St. Mary's Metropolitan Planning Organization evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Consultant does hereby covenant and agree with the Board of County Commissioners of Calvert County on behalf of the Calvert- St. Mary's Metropolitan Organization and the Calvert-St. Mary's Metropolitan Planning Organization that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County on behalf of the Calvert-St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning Organization does hereby covenant and agree with the Consultant that it shall pay to the Consultant when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Lardner/Klein Landscape Architects, P.C.** and the Board of County Commissioners of Calvert County on behalf of the Calvert St. Mary's Metropolitan Planning Organization and the Calvert-St. Mary's Metropolitan Planning Organization have caused these presents to be signed by their respective responsible officers.

CONSULTANT Lardner/Klein Landscape Architects, P.C.

AUTHORIZED CONTRACT
REPRESENTATIVE

SIGNATURE

SIGNATURE

TITLE

WITNESS

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY

WITNESS

CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

BY:

WILLIAM HUNT, DIRECTOR, ST. MARY'S COUNTY, LUGM,
CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

WITNESS

WILLIAM HUNT, DIRECTOR, ST. MARY'S COUNTY, LUGM,
CALVERT-ST. MARY'S METROPOLITAN PLANNING ORGANIZATION

WITNESS

CALVERT COUNTY GOVERNMENT ATTORNEY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY: