

An Emergency Resolution to Approve Extension of a Contract with G.E. Fielder and Associates  
R-39-2015

**City Council of the City of Glenarden, Maryland  
2015 Legislation**

**Resolution No:** R-39-2015  
**Introduced By:** Carolyn Smallwood, Council President  
**Co-Sponsor:**  
**Session:** Regular Session  
**Date of Introduction:** April 13, 2015

**An Emergency Resolution to Approve Contract with  
GE Fielder and Associates for Woodmore Town Center**

**WHEREAS**, G.E. Fielder and Associates reviewed the prior detailed site plans and other zoning applications on behalf of the City under a 2008 contract with the City, which was extended in 2009; and

**WHEREAS**, G.E. Fielder and Associates is willing to provide zoning review services on the same terms and conditions of the prior contract at a rate of \$120.00 per hour, on as needed basis; and

**WHEREAS**, the Council has determined that it is in the public interest that G.E. Fielder and Associates continue to review detailed site plans and other zoning applications prior to consideration by the Council; and

**WHEREAS**, a number of zoning applications are now pending which require the services of a planner to properly review, so that the Council has determined that an emergency exists which authorizes an override of the bid process under Section 826 of the City Charter.

**NOW, THEREFORE BE IT RESOLVED** by City Council of the City of Glenarden, Maryland, sitting in Regular Session this 13th day of April, 2015 as follows:

1. That a contract with G.E. Fielder and Associates at the rate of \$120.00 per hour, on as needed basis, for appearance at Council meetings, for review of detailed site plans and other zoning applications on the terms and conditions previously agreed between the City and G.E. Fielder and Associates be and it is hereby approved.
2. That G.E. Fielder and Associates shall provide updated Certificates of Insurance.

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- 3. Contract should not exceed \$5,000.00, from budget line item **Professional Services**  
**10-10-10-1730.**
- 4. That this Resolution shall take effect immediately upon passage.

ATTEST:

Toni Taylor  
Toni Taylor, Council Clerk

**City Council of Glenarden**

-absent-  
Carolyn Smallwood, President, Ward I

Deborah A. Eason  
Deborah A. Eason, Vice Chair, Ward II

Elaine A. Carter  
Elaine A. Carter, Councilwoman, Ward II

Judy Diggs  
Judy Diggs, Councilwoman, At Large

James A. Herring  
James Herring, Councilman, Ward I

- Absent -  
Jennifer Jenkins, Councilwoman, Ward III

Maxine E Phifer  
Maxine Phifer, Councilwoman, At Large

Yes 5  
No 0  
Abstain 0

# GEF

April 10, 2015

City of Glenarden  
James R. Cousins, Jr. Municipal Center  
8600 Glenarden Parkway  
Glenarden, Maryland 20706

Attn. Mr. Ken Jones, City Manager

**Reference: Woodmore Towne Center**

Dear Mr. Jones,

Pursuant to the discussion with the City Manager, we are pleased to make this proposal for G. E. Fielder & Associates, Chartered to provide services for planning regarding the Woodmore Towne Center. We thank you for the opportunity to work with you and the City of Glenarden.

*This proposal is based on the following assumptions:*

1. The delivery of documents from developer on behalf of the City of Glenarden
2. Delivery of Prior approved documents.

#### SCOPE OF SERVICES:

1. Catalog and review all documents submitted, prepare list and summary of documents for City Council.
2. Obtain Woodmore Towne Center files from archives, re-review documents and for prior approvals, and/or conditions of plans, and unit counts type and size. Prepare summary.
3. Review property and neighborhood for current conditions.
4. Conversation with MNCPPC reviewer of Woodmore Towne Center proposals.
5. Conversation(s)/meeting with City Attorney.
6. Prepare written summary for the City Council and forward to City Manager.
7. Meeting with City Council to present findings on two occasions and to answer questions.

*The work described in the Scope of Services will be prepared in accordance with our best interpretation of Prince Georges County Ordinance and design criteria. Revisions to the plans as a result of the County's interpretation of ordinance and design criteria shall be extra. All work is to be prepared at once and not in phases. Changes to the work after it has commenced as a result of revisions to the site layout or other client restrictions shall be an*

G.E. FIELDER & ASSOCIATES, CHARTERED  
PLANNING, LANDSCAPE ARCHITECTURE, ENVIRONMENTAL  
11831 Scaggsville Road, #170  
Fulton, MD 20759



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*extra billed at an amount equivalent to the fee shown above prorated to the level of change required.*

#### **FEES AND PAYMENTS:**

The scope of services to be provided above will be billed on an hourly basis. The hourly rate of \$120.00 will be valid to December 31, 2015. Reimbursables for additional services will be billed at 1.25%. No bills will be issued for minor in-house printing and photocopying. Major printing will be sent out. No mileage will be billed. The Client will be responsible for all-filing fees, etc. at the time of submission.

Payments will be due as invoiced. Work will commence with a signed authorization. Extra services will not be performed without the prior consent of the Client. If additional services are required, a fee will be established prior to the commencement of work. The rate sheet will be utilized to establish the fees. Invoices are due and payable upon receipt. Any unpaid balance will be subject to a rate of 1% per month, starting 30 days from the date of the invoice. The Client agrees to pay the firm of G. E. Fielder, Associates, Chartered, attorneys' fees and all expenses that may be associated with the collection of unpaid invoices. In the event that invoices remain unpaid for a period of 30 working days, work will be stopped immediately and the Client informed of work stoppage.

Project schedules developed by GEF will be based on the best available information, although GEF will not be held responsible for agency delays. We will, however, expend our best efforts to meet all deadlines. These schedules should not be used as absolutes in establishing settlement dates, contracts, etc. Schedules are subject to change, and effort will be made to keep the Client informed.

The fees as stated in this proposal will be in effect for thirty days from the date of the proposal. The Client should sign both copies and return one to GEF.

The Client may not terminate this contract, unless it is done so in writing. The letter shall state the specific reasons for termination of the contract. The Client also has the option of informing an officer of GEF verbally, and requesting a consultation. GEF agrees, by this contract, to perform all tasks in an expeditious, orderly and effective manner. The Client shall receive a copy of all transmittals, letters, plans and texts written on their behalf. The Client shall be responsible for responding to all requests for input in a timely fashion. GEF will not be held responsible for any time delays brought on by the review agencies, acts of God, etc. GEF will utilize the best professional practices being used in the industry today to perform the scope of services as proposed.

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The Client agrees that it will include the name of G.E.Fielder & Associates, Chartered, and the GEF logo on all project plans and documents, the Client further agrees that any advertising or public relations programs promoting the project shall include specific references to G.E.Fielder & Associates, Chartered, as the planner/landscape architect. Advertising and public relations programs shall include but not be limited to publications, brochures, signage, announcements, press releases, advertisements, public appearances, press conferences, e-mails, and websites.

**Limitation of Liability:** Client agrees to allocate certain of the risks associated with the project by limiting GEF's total liability to Client subject to available insurance proceeds, arising from GEF's professional acts, error or omissions and for any and all causes including negligence, strict liability, breach of contract, or breach of warranty, injuries, damages, claims losses, expenses, or claim expenses (including reasonable attorney's fees) under this agreement to the fullest extent permitted by law, as follows. For projects where GEF fee estimate of proposed fees are:

- a. 10,000 or less, GEF's total aggregate liability to CLIENT shall not exceed \$5,000.00 or the total fee for the services rendered, whichever is greater.
- b. In excess of \$10,000.00 GEF total aggregate liability to CLIENT shall not exceed \$50,000.00, or the total fee for the services rendered, whichever is greater.

Please contact Grace E. Fielder, RLA, ASLA, AICP; by phone at 301-490-3207, should you have any questions. Otherwise, please indicate your acceptance of this proposal by signing below and returning a copy to GEF.

Sincerely,  
**G. E. FIELDER & ASSOCIATES, CHARTERED**



Grace E. Fielder, ASLA, AICP, RLA  
President

Accepted by City of Glenarden

Date

**Resolution to Authorize Extension of Contract with G.E. Fielder and Associates**

**City of Glenarden, Maryland**

**2008-2009 Legislation**

**Resolution No:** R-56-2009  
**Sponsor:** Councilmember Barbara Armstrong  
**Co-Sponsor:** At the request of the Administration  
**Session:** Regular Session  
**Date of Introduction:** March 9, 2009

**Resolution to Authorize Extension of Contract with G.E. Fielder and Associates**

**WHEREAS**, on February 22, 2008, the Council approved a contract with G.E. Fielder and Associates to perform certain services, by Resolution R-26-2008; and

**WHEREAS**, the Resolution included authorization to, among other things, perform building permit review with a not to exceed price of \$10,000.00; and

**WHEREAS**, the assistance of G.E. Fielder and Associates with building permit review continues to be necessary.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Glenarden, Maryland, sitting in regular session this 9<sup>th</sup> day of March, 2009:

1. The City contract with G.E. Fielder and Associates to assist with building permit review in the City be and it is hereby extended; and
2. The fees for building permit review services shall be charged at the hourly rates of G.E. Fielder and Associates as per the attached rate schedule, and shall not exceed \$10,000 without prior authorization of the Council; and
3. Payments shall be invoiced on a monthly basis;
4. Contract funds shall be paid from the Code Enforcement budget category.

This resolution shall take effect immediately following approval by the Council.

Date Approved: 3/9/09

ATTEST:

Tirmira Robinson  
Tirmira Robinson, Clerk to the Council

City Council of Glenarden, MD

George Reid  
George Reid, President

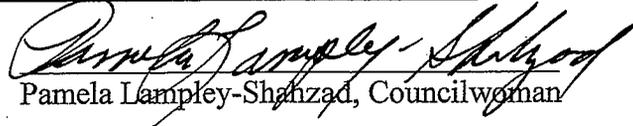
Barbara Armstrong  
Barbara Armstrong, Vice President

Irving Haywood  
Irving Haywood, Councilman

James A. Herring  
James Herring, Councilman

**Resolution to Authorize Extension of Contract with G.E. Fielder and Associates**

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Pamela Lampley-Shahzad, Councilwoman

Absent  
Antoinette Watson, Councilwoman

Ms  
Verley Wilson, Councilwoman

- Yea
- Nay
- Abstain

# GEF

City of Glenarden, November 1, 2007

**ATTACHMENT "A"**

**GRACE E. FIELDER & ASSOCIATES, CHARTERED**

**RATE SCHEDULE**

Principal	\$ 120.00
Testimony	\$ 110.00
Project Manager/Professional Engineer	\$ 82.00
Planner I/Engineer/Landscape Architect I	\$ 75.00
Planner II/Engineer/Landscape Architect II	\$ 67.00
Planner III/Engineer/Landscape Architect III	\$ 49.00
Technician I	\$ 57.00
Technician II	\$ 49.00
Clerical	\$ 33.00
Draftsman/CADD	\$ 45.00
Draftsman II	\$ 41.00