



Town of Garrett Park

Incorporated 1898

To: Mayor and Town Council
From: Kayla J. Buker, Assistant Town Manager
Subject: Contract Award – Transportation Engineering Services
Date: February 13, 2023

Background

As mentioned by Councilmember Dobosz at the Town Council meeting in November 2022, several matters have arisen in the community where the services of a transportation engineering firm would be beneficial. In January 2023, Town Manager Barbara Matthews shared with me a list of four transportation engineering firms that were either recommended by a neighboring municipality or by Town Engineer Jason Azar. I reviewed each firm's publicly available information about their staff, past projects for municipal clients, and their areas of service. After sharing that information with Town Manager Matthews, we identified two firms that appeared to be the most suitable for the Town's desired scope of work.

I subsequently contacted The Traffic Group and Gorove Slade to request cost proposals. The following list of tasks were provided to each firm:

- Evaluate the merits of the Weymouth speed bump petition. The evaluation should include an assessment of the impacts on adjacent streets should speed bumps be installed on Weymouth. If speed bumps are deemed to be warranted, then provide a recommendation on the number of speed bumps that should be installed and their location.
- Review the Town Code provisions regarding plantings in the Town right-of-way. Provide a recommendation as to whether the current site triangle provision is appropriate for all intersections, or whether the site distance triangle should be customized to the various intersections in Garrett Park.
- Evaluate current traffic flow and signage for the Waverly-Kenilworth triangle and provide recommendations for clarifying the direction of traffic through the triangle. An area to be studied is the blind curve at the intersection on the back of the triangle.
- Evaluate the Argyle – Kenilworth intersection, which is currently uncontrolled. Recommend traffic control signage and/or other measures to enhance the safety of both motorists and pedestrians in the area. Other measures could include redesign/straightening out of the northeast corner of the intersection.

Cost Proposals

The Traffic Group submitted a price quotation of \$14,800. This amount excludes meeting/hearing attendance. Travel time and meeting/hearing attendance would be billed on an hourly basis.

Gorove Slade submitted a price quotation of \$19,500. This amount is inclusive of out-of-pocket for the four tasks to be performed. It also includes an anticipated not-to-exceed budget of \$3,000 for any meetings, work sessions, communications, and time spent coordinating the transportation evaluation and estimated reimbursable expenses of \$500 for the duration of the project.

Recommendation

The proposal submitted by Gorove Slade, a copy of which is attached, stood out for its thoroughness. Town Manager Matthews and I appreciated the level of detail included in the proposal, and the firm's clear delineation of the methodology that it would utilize to arrive at a recommendation.

Client references provided by Gorove Slade included individuals employed by the City of Rockville, the Montgomery County Planning Commission, and the District of Columbia Department of Transportation. All indicated that they would happily work with Gorove Slade on future projects. It was consistently noted that the firm is incredibly thorough and prompt in the documentation they submit on behalf of clients. The quality of the firm's staff was also a consistent source of praise. The anticipated staff who would be assigned to the Town's project (Katie Wagner, William Zeid, and Maribel Wong) were identified by multiple sources for the quality of their work.

Based on the quality of the proposal, the professionalism of the firm's communications with me, and the positive client references, I recommend that the Town Council authorize the signing of a contract with Gorove Slade.

Project Funding

Account 11.4, Professional Services, includes \$10,000 in funding for unanticipated needs during the fiscal year; however, some of this amount may be needed to address anticipated overages in other areas, including legal fees. Any shortfall in funding could be addressed by transferring funds from Account 17.0, Contingency.

Attachment

- Gorove Slade Proposal dated January 30, 2023

cc: Barbara B. Matthews, Town Manager

January 30, 2023

Kayla Buker
Assistant Town Manager
Town of Garrett Park
301-933-7488

Email: kayla.buker@garrettparkmd.gov

**Re: Town of Garrett Park
Proposed Scope and Cost Estimate for Transportation Engineering Services**

Dear Kayla:

We are pleased to submit this proposal to provide professional engineering services in conjunction with a number of transportation engineering related tasks for the Town of Garrett Park in Maryland. It is our understanding the town is requesting a review of the following:

- Evaluate and provide recommendations for the Weymouth Street speed bump petition.
- Review the Town of Garrett Park Code provisions regarding plantings in the right-of-way.
- Evaluate and provide recommendations for the Waverly Street and Kenilworth Avenue intersection.
- Evaluate and provide recommendations for the Argyle Avenue and Kenilworth Avenue intersection.

The scope of our assignment will be to assist the Town in the transportation planning and engineering review of the tasks and provide the appropriate documentation of our findings. We will also be available to attend meetings and interact with the community when requested.

As a matter of background, Gorove Slade has been providing transportation engineering and planning services for over 40 years to clients within the Washington, D.C. metropolitan area and suburban Maryland. We have significant experience working in Maryland on a variety of projects and coordinating with the Maryland State Highway Administration (SHA), Montgomery County Department of Transportation (MCDOT), and Maryland-National Capital Park and Planning Commission (M-NCPPC).

The following are our proposed tasks and cost estimate for this project:

Proposed Scope of Services

Based on a review of the materials you have provided us and our understanding of project needs at this time, we are proposing the following scope of services.

Task 1: Weymouth Street Speed Bump Petition Review

This task will cover the efforts needed to review the Weymouth Street speed bump petitions submitted by Town of Garrett Park citizens. The evaluations will include an assessment of warrants and appropriateness for installing speed bumps, evaluation of potential impacts of speed bumps on adjacent streets should the speed bumps be installed on Weymouth. If speed bumps are deemed to be warranted, we will provide a recommendation on the number of speed bumps that should be installed and the specific location(s).

Our evaluation of whether speed bumps are warranted on the residential streets of Garrett Park will include review of criteria established by the Montgomery County Department of Transportation's Regulations for Speed Humps (Number 1-18AM), other

industry and national standards and engineering judgement. Montgomery County provides specific guidance on methods by which speed bumps may be requested, how requests will be viewed, and how speed bumps will be built. As part of our evaluation, we will perform two (2) 48-hour vehicular speed studies.

In addition to the collection of speed data as described above, a field inspection will be made of the surrounding area to review the study area noted in the petition.

We will prepare our findings in draft memorandum for the Town's review before finalizing. We will summarize our findings in a document, which will include tables and graphics containing our analyses results, and a description of our methodologies and assumptions.

We will perform these tasks based on the scope of services outlined above for a fixed fee of \$5,000, inclusive of out-of-pocket expenses incurred. We will complete this work in accordance with the attached Terms and Conditions of Agreement. If additional services are required, documentation for those services will be provided to receive authorization before proceeding.

TASK 2: Sight Triangle Evaluation

This task will cover the efforts needed to review the Town of Garrett Park code and standards related to plantings in the right of way as it relates to sight distance for vehicles and other modes of transportation. The evaluations will include an assessment of whether the current sight triangle provision is appropriate for all intersections. We will review the code and provide recommendations as to whether the sight triangles should be customized to different intersections in Garrett Park.

Our evaluation will specifically compare Town of Garrett Park code to regulations for other agencies in Montgomery County such as Maryland State Highway Administration (SHA), Montgomery County Department of Transportation (MCDOT), and Maryland-National Capital Park and Planning Commission (M-NCPPC).

We will prepare our findings in draft memorandum for the Town's review before finalizing. We will summarize our findings in a document, which will include tables and graphics containing our analyses results, and a description of our methodologies and assumptions.

We will perform these tasks based on the scope of services outlined above for a fixed fee of \$3,000, inclusive of out-of-pocket expenses incurred. We will complete this work in accordance with the attached Terms and Conditions of Agreement. If additional services are required, documentation for those services will be provided to receive authorization before proceeding.

Task 3: Waverly Street and Kenilworth Intersection Evaluation

We will evaluate and provide recommendations for the configuration and traffic control of the Waverly Street and Kenilworth Avenue intersection. We will collect 12 hours of traffic counts at the intersection of Waverly Street and Kenilworth Avenue on a typical weekday. We will evaluate the existing traffic flow, signage, and operations of the intersection and provide recommendations for clarifying the direction of traffic through the triangle via improved pavement striping/markings and/or signage. In addition, we will review the blind curve at the intersection on the back of the triangle.

In addition to the collection of traffic counts as described above, a field inspection will be made of the surrounding area to review the intersection.

Any recommended improvements will be detailed on a conceptual sketch. This task does not cover the preparation of detailed pavement marking and signage plans that may be required for installation/construction. We can provide those additional services if such drawings are needed.

We will prepare our findings in draft memorandum for the Town's review before finalizing. We will summarize our findings in a document, which will include tables and graphics containing our analyses results, a description of our methodologies and assumptions, and recommendations.

We will perform these tasks based on the scope of services outlined above for a fixed fee of \$4,000, inclusive of out-of-pocket expenses incurred. We will complete this work in accordance with the attached Terms and Conditions of Agreement. If additional services are required, documentation for those services will be provided to receive authorization before proceeding.

Task 4: Argyle Avenue and Kenilworth Avenue Intersection Evaluation

We will evaluate and provide recommendations for the configuration and traffic control of the Argyle Avenue and Kenilworth Avenue intersection. We will collect 12 hours of traffic counts at the intersection of Argyle Avenue and Kenilworth Avenue on a typical weekday. We will evaluate the existing traffic flow and operations of the intersection. We will perform a stop sign traffic volume warrant analysis to determine the appropriate traffic control signage and any pavement striping/markings improvements that may be needed. We will also evaluate measures to enhance safety at the intersection for both motorists and pedestrians.

In addition to the collection of traffic counts as described above, a field inspection will be made of the surrounding area to review the intersection.

Any recommended improvements will be detailed on a conceptual sketch plan. This task does not cover the preparation of detailed pavement marking and signage plans that may be required for installation/construction. We can provide those additional services if such drawings are needed.

We will prepare our findings in draft memorandum for the Town review before finalizing. We will summarize our findings in a document, which will include tables and graphics containing our analyses results, a description of our methodologies and assumptions, and recommendations for traffic control, alignment, and other safety measures.

We will perform these tasks based on the scope of services outlined above for a fixed fee of \$4,000, inclusive of out-of-pocket expenses incurred. We will complete this work in accordance with the attached Terms and Conditions of Agreement. If additional services are required, documentation for those services will be provided to receive authorization before proceeding.

Task 5: Meetings and Community Interaction

This task covers all meetings, work sessions, communications, and time spent coordinating the transportation evaluation. We anticipate that our attendance would be required at a few meetings. Any time spent preparing for meetings; including assembling PowerPoint slides and/or meeting specific drawings and creating meeting minutes will be included under this task.

We anticipate not to exceed a budget of \$3,000, billed hourly, exclusive of out-of-pocket expenses incurred, for the attendance at all necessary meetings. If additional services are required, documentation for those services will be provided to receive authorization before proceeding. We will only attend meetings that have been authorized for us to attend and bill you hourly at our current hourly rates.

REIM – Reimbursable Expenses

Out of pocket expenses will be billed under this category as described in the tasks above. Reimbursable expenses include but are not limited to the following:

- Printing and copying fees
- Shipping, courier, or other delivery services
- Local travel and parking

Reimbursable expenses are estimated up to \$500 for the duration of the project, and we will notify you if our work will require us to exceed that amount.

Fee Summary

A fee summary for the work described above is as follows:

Task 1 – Weymouth Street Speed Bump Petition Review	\$5,000	(Fixed Fee)
Task 2 – Sight Triangle Evaluation	\$3,000	(Fixed Fee)
Task 3 – Waverly Street and Kenilworth Avenue Evaluation	\$4,000	(Fixed Fee)
Task 4 – Argyle Avenue and Kenilworth Avenue Evaluation	\$4,000	(Fixed Fee)
Task 5 – Meetings and Community Intersection	\$3,000	(Hourly Basis, as required)
Reimbursables	\$500	(As required)

All work will be completed in accordance with the attached Terms and Conditions of Agreement. As previously stated, additional services may be required. In this instance, we will provide additional documentation for additional services will be provided to receive authorization before proceeding with work that exceeds the scope described above.

If this budget proposal and the attached Terms and Conditions of Agreement meet with your approval, please return one signed copy of each for our files as authorization to proceed. We look forward to working with you on this assignment and appreciate the opportunity to join your team.

Sincerely,



Katie L. Wagner, PE, PTOE
Principal



William L. Zeid, PE
Senior Associate

APPROVED AND ACCEPTED BY: (Signature)

AUTHORIZED TO ACCEPT AND EXECUTE
AGREEMENTS FOR: (Company)

DATE:

RETAINER REQUIRED: \$0,000

Gorove/Slade Corporate policy requires a retainer to begin any new contract work. The amount is equal to the first 30 days or work or the fee associated with the data collection services. The exact amount is determined by the Principal in Charge for each

INVOICES TO BE MAILED ____ AND/OR EMAILED ____

Email: _____

Mailing Address: _____

Attention of: _____

Client Reference #: _____
(if applicable)

Enclosures: Terms and Conditions of Agreement & Hourly Billing Rates

PAYMENT

Gorove Slade prefers electronic payments via Wire or Automatic Clearing House (ACH) payment. Instructions for both are listed below:

Gorove/Slade Associates Inc. Operating Account

Beneficiary:	Gorove/Slade Associates, Inc
Beneficiary Address	4114 Legato Rd, Ste 650 Fairfax, VA 22033
Receiving Bank	Capital One Bank 10700 Capital One Way Glen Allen, VA 23060
ABA/Routing Number	065000090 (Wire) 255071981 (ACH)
Swift Code	HIBKUS44 (for international wire)
Account Number	00001360321726

Please include the invoice number in reference section of the payment. If additional space is required, you may email remittance information to invoicing@goroveslade.com

If ACH is not possible, checks can be mailed to

Gorove/Slade Associates, Inc.
4114 Legato Rd
Suite 650
Fairfax, VA 22033

GOROVE/SLADE ASSOCIATES, INC.

Terms and Conditions of Agreement

This AGREEMENT made and entered into this **JANUARY 30, 2023** by and between Gorove/Slade Associates, Inc., with offices at 1140 Connecticut Avenue, Suite 1010, Washington, DC, hereinafter referred to as "Gorove/Slade", and **TOWN OF GARRETT PARK** hereinafter referred to as "CLIENT".

WHEREAS, the CLIENT desires to engage the services of Gorove/Slade to furnish technical and professional assistance in the letter agreement dated **JANUARY 30, 2023** to which these TERMS AND CONDITIONS are attached; and

WHEREAS, Gorove/Slade has signified its willingness to provide the aforesaid services for the CLIENT.

NOW, THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, do hereby agree as follows:

A. Performance of Services

Gorove/Slade agrees to perform in a good and professional manner those services outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade will perform the work with a degree of skill and care that is required by generally accepted professional standards. Gorove/Slade makes no other warranty, representation or guarantee, expressed or implied, with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events.

If modifications become necessary during the performance of the work specified in the letter agreement, such modifications shall be valid, only when authorized by the CLIENT. In the event Gorove/Slade is authorized by the CLIENT to perform services in addition to those described in the letter agreement, such services shall be performed by Gorove/Slade at the then existing hourly rates charged by Gorove/Slade.

B. Services to be Provided by the Client

In the event that any information, data, reports, records and maps are existing and available, and are useful for carrying out the work on this assignment, the information shall be promptly furnished to Gorove/Slade by the CLIENT. Specific services and materials to be provided to Gorove/Slade, by the client, are outlined in the letter agreement to which these TERMS AND CONDITIONS are attached.

Gorove/Slade shall not be responsible for the accuracy or validity of information that it obtains from the CLIENT or from agents of the CLIENT in connection with the performances of the services for the CLIENT.

C. Limitations of Liabilities

Gorove/Slade shall not be liable for any damages caused by delays in the performance of its services to the CLIENT, which result from events that are beyond its reasonable control.

Gorove/Slade agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Gorove/Slade's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom Gorove/Slade is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Gorove/Slade harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement.

Gorove/Slade is not obligated to indemnify the CLIENT in any manner whatsoever for the Client's own negligence.

The validity, construction, interpretation, enforceability and performance of this AGREEMENT shall be governed by the substantive laws of the Commonwealth of Virginia, without regard to the principles of conflict of law. Any arbitration, litigation or other dispute between the parties hereto relating to this AGREEMENT shall take place in the Commonwealth of Virginia. By execution of this AGREEMENT, the CLIENT consents to the personal jurisdiction of, and venue in, the courts of the

Commonwealth of Virginia. If diversity of citizenship exists between the CLIENT and Gorove/Slade, and a sufficient amount is in controversy (or if some other basis exists for the jurisdiction of the federal courts), the CLIENT consents to the personal jurisdiction of the United States District Court for the Eastern District of Virginia.

The provisions of this AGREEMENT shall be deemed servable, and the invalidity or enforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

D. Prices - Payment Conditions

Gorove/Slade shall be reimbursed for services rendered in the performance of this assignment, in accordance with the hourly billing rates and fee structure attached. Any and all billing rates used by Gorove/Slade may be changed at any time without prior written notice to the CLIENT.

Gorove/Slade reserves the right to modify our standard hourly rates and/or fee structure for the services to be rendered as outlined in the letter agreement to which these TERMS AND CONDITIONS OF AGREEMENT are attached should the CLIENT not authorize Gorove/Slade to begin work on the services outlined in the attached letter agreement within a ninety (90) day period from the date which this AGREEMENT was transmitted from Gorove/Slade to the CLIENT.

All direct costs incurred by Gorove/Slade in connection with the performance of services for the CLIENT shall be billed at 110% of the amount of cost.

All invoices from Gorove/Slade to the CLIENT shall be paid within thirty (30) days after being received, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in the letter agreement.

It is hereby agreed that Gorove/Slade shall have the right to charge and receive interest at the rate of 1.5% per month on all amounts from the CLIENT that are overdue. In addition, in the event that any invoice remains unpaid for more than thirty, (30) days, Gorove/Slade reserves the right to cease performing services for the CLIENT and to retain all documentation prepared by Gorove/Slade for or on behalf of the CLIENT. Finally, in the event that Gorove/Slade retains counsel to collect sums owed to Gorove/Slade by the CLIENT, the CLIENT shall be liable for reasonable attorney's fees and paralegal's fees and court costs which are incurred by Gorove/Slade in connection with such collection; provided, that any such costs and fees shall bear interest at the rate set forth herein.

In the event that any invoice remains unpaid for more than sixty (60) days, Gorove/Slade reserves the right to file a mechanics' lien with respect to the property for which the services were provided by Gorove/Slade hereunder, and the CLIENT hereby acknowledges and agrees that Gorove/Slade shall have the right to file such lien.

The parties have made and entered into this AGREEMENT as of the date first above written.

GOROVE/SLADE ASSOCIATES, INC.

TOWN OF GARRETT PARK



January 30, 2023

Authorized Signature

Date

Authorized Signature

Date

HOURLY BILLING RATES BY STAFF
Effective January 2023

STAFF TYPE:

Principal	\$225 - \$325
Project Manager.....	\$130 - \$220
Senior Engineer/Planner/Designer.....	\$130 - \$220
Project Transportation Engineer/Planner/Designer.....	\$120 - \$150
Transportation Engineer/Planner/Designer.....	\$110 - \$130
Technician.....	\$110 - \$150
Field Crew/Traffic Counter	\$50 - \$120
Clerical and Administration	\$80 - \$120

*Court and/or Protracted Hearing Testimony is subject to billing
at one and one-half times (1.5X) the individual hourly rate.*

COPY CHARGES

COPY/PRINT CHARGES:

8.5 X 11 B/W Copies.....	\$0.10 per page
8.5 X 11 Color Copies.....	\$0.89 per page
11 X 17 B/W Copies.....	\$0.98 per page
11 X 17 Color Copies.....	\$1.78 per page
24 X 36 B/W Prints of Design Plans.....	\$2.80 per page
24 X 36 Color Prints of Design Plans.....	\$5.00 per page
Report Binding	\$5.50 per report
Compact Disks.....	\$5.00 each
Flash Drives.....	\$15.00 each