

08.16.2024

Hal Metzler  
Deputy Director Public Works  
Department of Public Works, City of Hyattsville  
4637 Arundel Place  
Hyattsville, MD 20781

Re: **Third Party Plan Review - Building and Site/Civil  
The Spot Park Development  
City of Hyattsville,  
4508 Hamilton Street  
Hyattsville, MD 20781**

Proposal No.: **2024PH288**

Dear Hal,

Per your request, we are pleased to submit this proposal to provide Third Party Plan Review Services for the buildings (architectural, structural, fire protection/life safety and electrical engineering) and site /civil (site, stormwater and grading engineering) aspects of the above referenced project. We understand that the plumbing review (if required) will be provided by WSSC.

Our proposed team for the building reviews consists of ARIUM I AE (Columbia, MD), D&D Engineering, LLC (Huntingtown, MD) and ourselves. ARIUM I AE will be responsible for the architectural and electrical reviews. D&D Engineering will provide the fire protection/life safety review. GPI will provide the structural review and serve as the review team leader and liaison between the Architect and Engineers-of-Record, City of Hyattsville, Prince George's County Department of Permitting, Inspections and Enforcement (DPIE), and the GPI Team.

Our proposed team for the site/civil reviews consists of KCI Technology and ourselves. KCI will provide the site, stormwater and grading reviews. GPI will provide the site structural review and serve as the review team leader and liaison.

### Services to be Provided

All Third Party Plan Review Services will be provided in accordance with the Prince George's County, MD DPIE requirements.

Third Party Review Teams are required to perform Plan Reviews within DPIE's online review system (Project Dox). This requires the applicant to create an application and upload all permit drawings into DPIE's system before our review can begin. GPI will perform a Pre-Screening Audit prior to the Applicant uploading drawings, and will provide relevant comments aimed at reducing potential screening rejections from DPIE. All comments generated by GPI during this Pre-Screening Review should be addressed (including necessary drawing revisions) prior to uploading the plans to DPIE's system. GPI's Pre-Screening Audit will aim to identify potential code compliance issues in advance of permit submission but will not be a full code review of the plans. The Pre-Screening Audit will only be performed on Permit Ready drawings and not intermediate submissions (unless specifically included in the Scope below).

This proposal assumes:

1. The Construction Documents are developed with a normal standard of care, and are complete and coordinated at the time we are directed to start our reviews. The purpose of the reviews is to confirm code compliance and that the documents are appropriately complete for permitting and construction. It is not to advise the AE on how to properly complete a set of Construction Documents. Should we feel that the submitted drawings are not sufficiently complete to allow us to determine code compliance, we will

reject the drawings prior to beginning any reviews. We will advise the AE-of-Record to complete their documents and resubmit them for our review.

2. No FPEDE (Fire Protection Engineering Design Evaluation) report is required.
3. The final geotechnical report will be provided with the Construction Documents at the time we are directed to begin our review.
4. Only two (2) "rounds" of review of drawings and responses from the Architect and Engineers-of-Record are included once the drawings are posted to Project Dox. Should the quality of the documents be such that an excessive number of comments must be generated and/or if additional "rounds" of response reviews are required, additional fee for the GPI team may be required. It is important to note that the AE-of-Record is ultimately responsible for ensuring a code compliant and coordinated permit set is achieved within three review rounds, and *it is understood that GPI does not make comments with the intent to increase fees beyond those included below.*
5. This proposal assumes that the Pre-Screening Audit will begin after 100% completion of the permit documents, and does not include any reviews or other services, including attendance at repetitive, periodic (i.e. biweekly, etc.), conference calls, unless specifically indicated in the Scope of the Project and Compensation sections below.

**The performance of these Third Party Permit reviews by the GPI Team shall not be construed as reducing the professional responsibility of the Architect and Engineers-of-Record for the design and coordination of the project nor shifting any such responsibilities to the GPI Team.** Responsibility for all aspects of the Architectural and Engineering design are to be borne solely by the Architect and Engineers-of-Record.

Although GPI will endeavor to provide a complete review of the submitted drawings, the final review and comments issued may not represent a complete listing of all code compliance deficiencies. It is understood and agreed that code compliance issues are open to subjective interpretation by other code enforcement agencies and inspectors that may be involved with this project. **GPI will not be responsible or liable for adverse code rulings.**

Please note that our services **do not include filing the reviewed materials with Prince George's County.** We recommend that all clients retain the services of a permit expediter to assist with the application building permit and filing process.

### Scope of the Project

The project to be reviewed consists of development of an approximately 26,600 sq ft urban property into a new community park and plaza as shown in the preliminary drawing set dated 06.07.2024 prepared by Bradley Site Design. The project includes a bandstand structure, a shelter structure, and playground equipment.

Overall, this Scope assumes a total of four (4) separate permit review packages (buildings, site development concept, fine grading plan and stormwater, and civil/site as-builts). This proposal does not include time for additional permits or permit revisions since the amount of additional, more minor revisions is unknown at this time. We can provide review of additional permits or revisions as may be required by you and/or DPIE as Additional Services that will increase the stated fee.



**Compensation**

Our compensation for the above described reviews will be billed on an hourly basis in accordance with the summary below. The Third Party Plan Review Services will be provided in two (2) parts and invoiced hourly as follows. Note that the estimates for each reviewer are not individual lids.

**1. Buildings:**

Pre-Screening Audit:

Architectural	2	hrs. @ \$200.00 /hr =	\$400.00
Structural	2	hrs. @ \$200.00 /hr =	\$400.00
Electrical	2	hrs. @ \$200.00 /hr =	\$400.00
Fire Protection / Life Safety	2	hrs. @ \$200.00 /hr =	\$400.00
Management / Coordination	4	hrs. @ \$200.00 /hr =	\$800.00
		<b>Total:</b>	<b>\$2,400.00</b>

Full Review in Project Dox (Max. Two Rounds):

Architectural	12	hrs. @ \$200.00 /hr =	\$2,400.00
Structural	16	hrs. @ \$200.00 /hr =	\$3,200.00
Electrical	10	hrs. @ \$200.00 /hr =	\$2,000.00
Fire Protection / Life Safety	10	hrs. @ \$200.00 /hr =	\$2,000.00
Management / Coordination	6	hrs. @ \$200.00 /hr =	\$1,200.00
		<b>Total:</b>	<b>\$10,800.00</b>

**Site Sub Total: \$13,200.00**

**2. Site Stormwater and Grading Reviews:**

a. Site Development Concept (Max. Two Hours):

Civil Reviewer*	26	hrs. @ \$170.00 /hr =	\$4,420.00
Management / Coordination	4	hrs. @ \$200.00 /hr =	\$800.00
		<b>Total:</b>	<b>\$5,220.00</b>

b. Fine Grading Plan and Stormwater (Max Two Hours):

Civil Reviewer*	40	hrs. @ \$170.00 /hr =	\$6,800.00
Structural	10	hrs. @ \$200.00 /hr =	\$2,000.00
Management / Coordination	4	hrs. @ \$200.00 /hr =	\$800.00
		<b>Total:</b>	<b>\$9,600.00</b>

c. As-Built Review:

Civil Reviewer*	20	hrs. @ \$170.00 /hr =	\$3,400.00
Management / Coordination	2	hrs. @ \$200.00 /hr =	\$400.00
			\$3,800.00

**Sub Total: \$18,620.00**

**Grand Total: \$31,820.00**

\*Per attached proposal dated 08/15/2024 from KCI Technologies.

Printing will be invoiced at 1.1 times cost.

Any change in the Scope of Work as described in the previous section will cause the stated fee to be adjusted as mutually agreed between GPI and The City of Hyattsville.

Should you hereafter claim that GPI has failed to perform its duties properly, in accordance with the provisions of this agreement and the standards of the engineering profession, then it is agreed that the damages recoverable by you shall not exceed the amount of fees payable to GPI under this agreement.

**Third Party Review Team invoices shall be paid up to at least 50% of the total fee prior to our Third-Party team stamping plans for approval in Project Dox. Failure to do so may delay the permit approvals.**

**Proposed Schedule**

Duration of our Pre-Screening Audit is difficult to estimate as it will depend on the quality of documents submitted by the Architect and Engineers-of-Record. We expect that we will be able to issue our comments about two (2) weeks from having written authorization to proceed and having the 100% Construction Documents.

After the above Pre-Screening Audit and the AE's incorporation of their responses to the Pre-Screening Audit comments into the 100% Construction Documents, the documents are uploaded by others to DPIE's Project Dox system. At that point, we are required to perform the review within Project Dox. Thus, an estimated date of completion of the Third Party Plan Review process (i.e., all comments closed out) is difficult to determine as it is dependent on the quality of the submitted permit documents, the time required by DPIE to screen the incoming 100% Construction Documents and assign review tasks to the GPI Team, notify the AE Team of the subsequent comments, and the ability of the AE Team to provide complete responses to the comments. Based on our past experience, we estimate the total duration of the Third Party Review process within Project Dox (from GPI receiving access to the Project Dox system to approval for permit issuance) to be approximately six (6) weeks.

It should be noted that we have no control over how long it will take Prince George's County DPIE to issue the building permit after the Third Party Plan Review process is completed.


Although GPI will provide reviews and subsequent comments in a timely manner, it must be recognized by all parties that the duration of any review is dependent on several variables that are beyond the control of GPI. Therefore, GPI will not be responsible for the timing of the reviews and/or approval of permits, and therefore cannot be held responsible for any potential schedule delays that may result from the permit review and approval process.

We trust this agreement meets with your approval. Please indicate your acceptance by signing below and returning a copy for our project file. **Work will proceed only after the receipt of the signed agreement.** Through their signature, the Client declares that they understand the enclosed Terms and Conditions and has discussed with GPI any or all details that might be unclear.

Sincerely,

For Greenman-Pedersen, Inc.:

For Client:

  
David H. Holbert, PE  
Senior Vice President  
3423 Olney-Laytonsville Road, Suite 6  
Olney, MD 20832  
301.570.1460

08.16.2024  
Date

Accepted by an Authorized Agent, Principal or Owner  
Date

Printed Name

Attachment: 08/15/2024 KCI Proposal

Client Project Number





### CONTRACT TERMS AND CONDITIONS

1. **Time for Acceptance:** This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. **Time for Rendering Services:** GPI will perform the services described in these documents following a mutually agreeable schedule consistent with sound professional practices.
3. **Additional Services:** Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
4. **Hourly Rate Schedule (Not applicable to Lump Sum Fees):** Services provided on an hourly basis will be invoiced at GPI's prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.
5. **Payment for Services:** Services will be invoiced monthly based on work accomplished. Payment for services rendered will be due upon receipt of invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.
6. **Reimbursable Expenses:** Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.
7. **Standard of Practice and Care:** Services performed by Greenman-Pedersen, Inc. (GPI) under this Agreement will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.
8. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to either the Client or GPI, the Client agrees that, to the fullest extent permitted by law, GPI's total liability to the Client will not exceed the total amount of GPI's fee. This may be due to, but is not limited to, any or all of the following causes: injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement. Such causes may include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
9. **Interpretation of Building Codes:** GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 3 in this document.

10. **Field Observation Services:** Field observation services performed by GPI pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing herein contained shall create or be deemed to create any duty upon GPI or its Engineers to supervise the construction and safety procedures followed by any Contractor or Subcontractor or their respective employees or by any other person at the project site.
11. **Existing Systems:** The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
12. **Ownership of Documents:** All documents produced by GPI under this agreement will remain the property of GPI and may not be used by the Client for any other endeavor without the written consent of GPI.
13. **Project Suspension or Termination:** If the project is suspended for more than 90 days, abandoned in part or terminated the Client will pay GPI for services performed and reimbursable expenses incurred prior to receipt of written notice of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.

End of Document



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

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## PROFESSIONAL SERVICES AGREEMENT LETTER

August 1, 2024  
Revised August 15, 2024

Greenman-Pedersen, Inc.  
11000 Broken Land Parkway  
Suite 500, Columbia, MD 21044

Client's Authorized Representative(s): David Holbert, PE

Subject: Peer Review Proposal for The Spot  
PEER Review for Site/Road Permits  
KCI Project Number: 18240088P

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to Greenman-Pedersen, Inc. ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

### SCOPE OF SERVICES:

This Proposal is limited exclusively to the Work as described in this Scope of Services section and anything not expressly described shall be considered expressly excluded from the Work.

KCI proposes to perform the Work which is described as follows:

**Site Development Concept** – KCI will review the plans, computations and cost estimates in accordance with the DPIE checklists and regulations, meet with the District Engineer to review the submission and prepare redline comments on the plans and computations. KCI will review the resubmission for adherence to the first review comments, meet with the District Engineer, and if all conditions are met, authorize the engineer to submit for approval.

Peer Reviewer                      26 hrs. @ \$170.00/hr. = \$ 4,420.00

**Total Estimated Fee: \$4,420.00**

**Site Development Fine Grading Permit** – KCI will review the plans, computations and cost estimates in accordance with the DPIE checklists and regulations, meet with the District Engineer to review the submission and prepare redline comments on the plans and computations. The Site Development Fine Grading Permit review includes the grading, storm drain, and stormwater management. KCI will review the resubmission for adherence to the first review comments, meet with the District Engineer, and if all conditions are met, authorize the engineer to submit for approval. This review includes SWM Technical review.

Peer Reviewer                      40 hrs. @ \$170.00/hr. = \$ 6,800.00

**Total Estimated Fee: \$6,800.00**

*Employee-Owned Since 1988*



**As-Built Review** – KCI will review the as-built plans and computations submitted to DPIE in accordance with the checklists and regulations. KCI will meet with the DPIE District Engineer to review the submission and prepare comments as necessary.

Peer Reviewer                      20 hrs. @ \$170.00/hr. =

**Total Estimated Fee: \$3,400.00**

### **ADDITIONAL WORK**

Experience indicates that certain additional items of work may be required or necessary which KCI cannot presently determine or estimate. For this reason the fee for these items is not included in the provisions which follow on "Fees and Payments". Further, the performance of these items is not included in the Work unless the item is expressly described as the Work in the preceding Scope of Services section. These additional items of work ("Additional Work") are caused by many factors, usually at the discretion of the Client and/or his construction contractors. They may also be caused by reviewing agency or Client variance/deviation from present policies and standards of reviewing governmental agencies. "Additional Work" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Work.

For Client's reference, the following are some of the services that may be required as Additional Work to complete the Work but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Work within the Scope of Services.

- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.
- Corrective work and any re-surveying due to inaccurate or defective deeds, title documents, Client-supplied information or other previously prepared information relied upon in developing the Scope of Services.
- Checking of work performed by others.
- Certifications not specifically called for in the Scope of Services.
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Descriptions with associated plats for legal documents.
- U.S. Army Corps of Engineers "404 Permit" application and processing.
- Expert witness testimony.
- This work includes two reviews. Third reviews and beyond are considered additional work.

### **FEES AND PAYMENTS**

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this **FEES AND PAYMENTS** section do not cover any Additional Work (defined above), or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

KCI's fee for the Work listed in the Scope of Services above will be an estimate fee of **\$14,620.00** and will be invoiced monthly on the basis of percentage of work performed. The lump sum fee includes all expenses and/or charges associated with the performance of this Work.



**FEES AND PAYMENTS FOR ADDITIONAL WORK**

Fees and payments for Additional Work shall be in addition to any fees and payments for the Work described in the Scope of Services and shall be billed and paid on the same fee and payment terms described for the Work above or as mutually agreed upon in writing when the Additional Work is ordered by the Client.

**SPECIAL PROVISIONS**

KCI shall have the right, at its expense, to post prominently on the subject property a sign advertising the fact that KCI Technologies, Inc., is providing Peer Review services for the Project.

KCI will submit monthly invoices for the Work and Additional Work rendered and the Direct Expenses and Charges incurred. Client shall make prompt monthly payments in response to KCI's monthly invoices. The Client agrees that timely payment in full of all invoices is a condition precedent to this Agreement.

**GENERAL PROVISIONS**

The attached General Provisions are specifically made a part of this Proposal. If this Proposal is accepted by Client, then the General Provisions along with the Proposal shall constitute a complete and binding contract between KCI and Client (the "Agreement").

Any other understandings, agreements, promises, inducements or representations are hereby void. Any modifications to the terms and conditions of this Agreement must be made in writing and signed by both parties hereto in order to be valid. The person executing this Agreement on behalf of the Client does hereby warrant that he/she has full authority to do so.

If this Proposal and the General Provisions attached hereto are satisfactory and acceptable, and fully set forth the terms of our understanding, please sign the Acceptance and return a copy to KCI's office. This Proposal and the General Provisions will then constitute our entire Agreement.

KCI reserves the right to terminate this contract in the event the Client, in the sole judgment of KCI, fails to establish sufficient credit to warrant proceeding with the work. In such event, Client shall be obligated to pay for all services rendered to date of termination, including any direct expenses, and no work will proceed thereafter unless Client provides a retainer which KCI, in its sole discretion, shall determine to be satisfactory for the continuation of the work.

KCI welcomes the opportunity to serve Greenman-Pedersen, Inc. and looks forward to working with David Holbert on this project.

Very truly yours,



Nicholas A. Barrick, PE, LEED AP  
Vice President | Site/Civil Service Line Leader

pc: Contract File  
Proposal File

**ACCEPTANCE:**

Greenman-Pedersen, Inc., in consideration of the terms and conditions of the Proposal and General Provisions which are fully set forth herein, does hereby accept this Proposal and General Provisions as the complete and final Agreement with KCI Technologies, Inc. for the performance of the Work described herein, and does hereby further agree to comply with all the covenants in this Agreement.

**ACCEPTED BY:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date