TOWN OF CHEVERLY, MARYLAND
MAYOR AND TOWN COUNCIL

WORKSESSION
April 24, 2025
7:30 PM

AGENDA

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Office of Human Rights –** Representatives from the Office of Human Rights will provide an overview of the series.
4. **WMATA –** Representatives from the Washington Metropolitan Area Transit Authority will update the Mayor & Council.
5. **Stop Sign Monitoring System—**Town Staff and a stop sign camera vendor will answer questions about a stop sign monitoring system.
6. **3107 Laurel Ave Special Exception—**The Mayor and Council will review a request for a special exception for a fence permit.
7. **Hometown Heroes** – Town Administrator Galloway will provide an update on the process for the Hometown Heroes flag display program at Legion Park.
8. **Contract Reviews -** Director Brayman will present contracts for renewal and a new contract for review.
    - LIDC (THE LOW IMPACT DEVELOPMENT CENTER) – Renewal
    - Ecosite – Renewal
    - Engineering Firm – New
9. **Town Administrator Update –** Town Administrator Galloway will provide a report to the Mayor and Council.
10. **Update by CM Fry & Garces Regarding Cheverly Station Apartments –** Council members will provide updates/feedback from residents at Cheverly Station Apartments.
11. **Review of May Town Meeting Agenda and Future Requests –** The Mayor and Town Administrator will offer a forecast of the Mayor and Council Town Meeting agenda. The mayor will seek council input on agenda items for consideration for future meetings.
12. **Adjourn**

(*) denotes an agenda item requiring action (typically expressed by a vote) of Mayor and Council.

**Resident input will be allowed as part of action items, presentations and discussion items on the agenda, residents seeking to speak will be recognized by the presiding officer. Residents may speak once, for no more than three minutes, on each eligible agenda item per the adopted Council Meetings Rules & Procedures. Residents are also encouraged to submit input to the town clerk at* townclerk@cheverly-md.gov *to be read at the meeting.*

Please Note: Pursuant to the Annotated Code of Maryland, State Government Article Section 10-508(a), the Council by majority vote may retire to executive or closed session at any time during the meeting. Should the Council retire to executive or closed session; the mayor will announce the reasons and a report will be issued at a future meeting disclosing the reasons for such session.

Zoom Information:

Topic: Cheverly Mayor & Council Work session

Please click the link below to join the webinar:

https://us02web.zoom.us/j/82551558763?pwd=SkU0MDI5TmNWYVBMNXlFVk8vNEp0UT09

Webinar ID: 825 5155 8763

Passcode: 916656

Or One tap mobile :

US: +13017158592,,82551558763#

Or Telephone: US: +1 301 715 8592

Agenda Supplemental Material

1a.	WMATA Update	Pages: 4-23
2a.	3107 Laurel Ave Special Exception	Pages: 24-26
3a.	LIDC Agreement	Pages: 27-38
4a.	Ecosite Agreement	Pages: 39-50
5a.	Engineering Agreement	Pages 51-60

Washington Metropolitan
Area Transit Authority

April 24, 2025

Metro Update

For the Cheverly Town Council

Charlie Scott
WMATA Government Relations - Maryland

RD OR SV BL YL GR metrobus metro access

Metro's Impact by the Numbers

9
years of consecutive clean audits

2
consecutive years leading country in ridership growth

92%
record rail-customer satisfaction

83%
record bus-customer satisfaction

98.7%
uptime for escalators

40%
reduction in crime — lowest level in seven years

14
certified energy-efficient buildings

82%
reduction in fare evasion at stations with modified fare gates

4
long-term board-approved collective bargaining agreements

$100M
invested in partnership for affordable housing

12,000
customers enrolled in Metro Lift

$500M
two-year reduction in operational and capital budgets

250M
trips in 2024

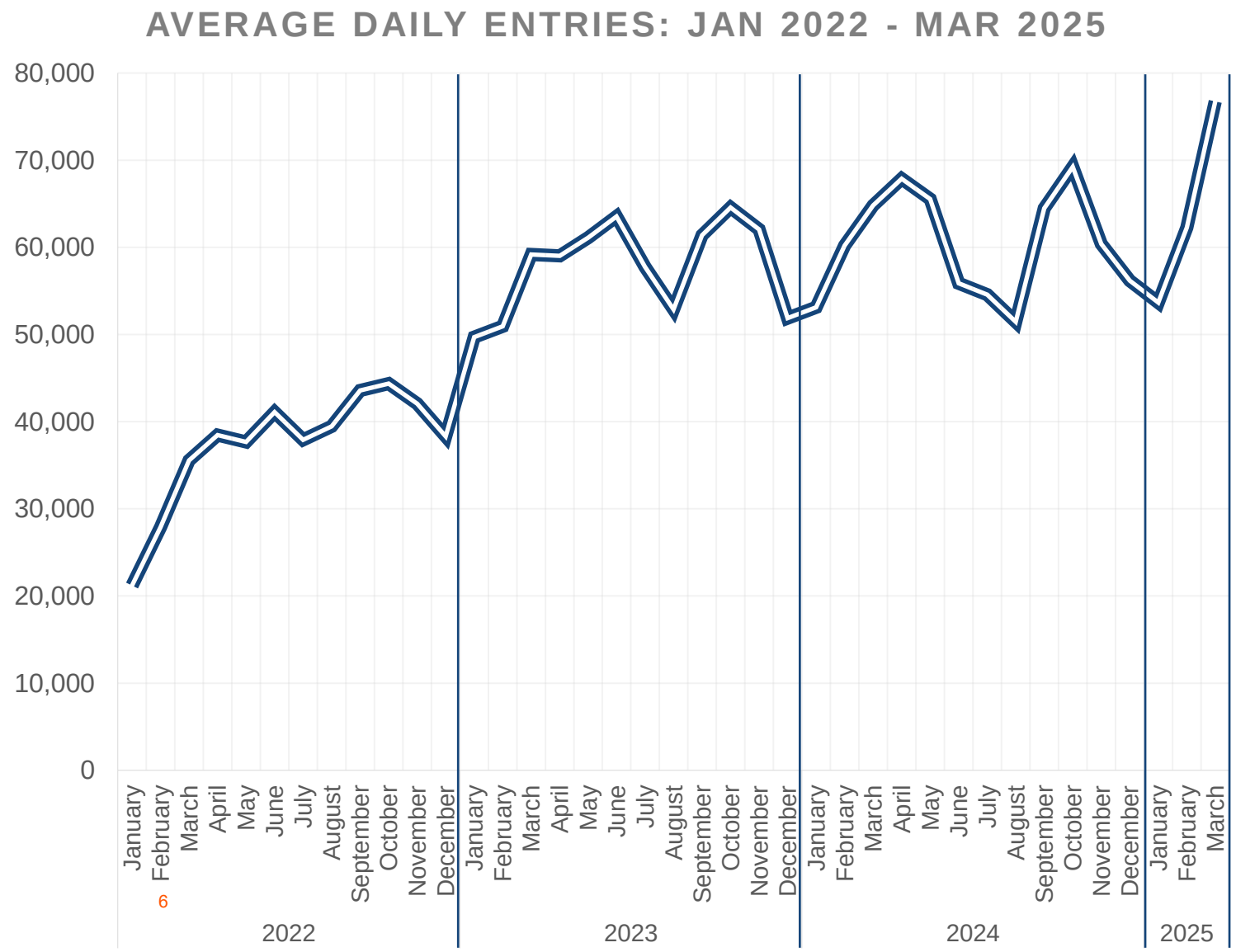
24/7
fourteen DC bus routes operating overnight

54%
decrease in rail-safety incidents over past two years

13,000 employees. Countless achievements. **One Metro.**

*Rail and bus satisfaction numbers from 2024

Marylanders Are Returning to Metrorail

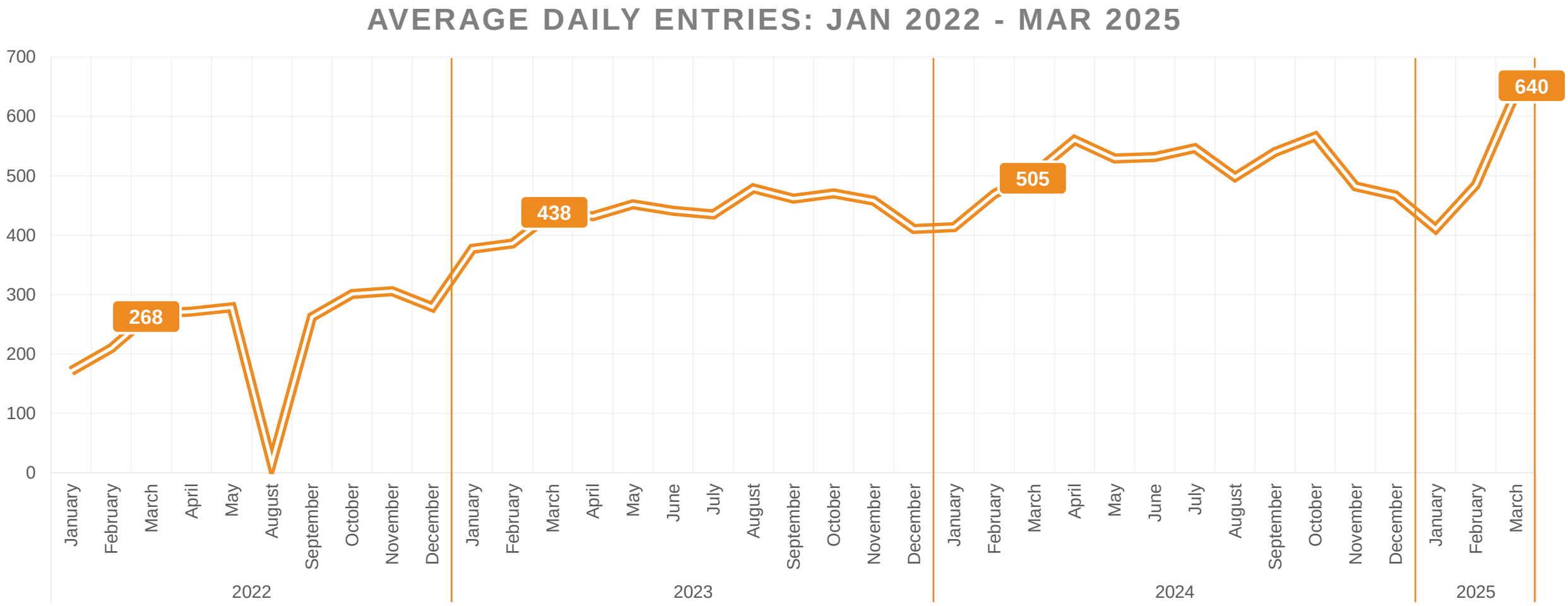


The number of trips originating at Maryland Metrorail stations **continues to grow month-over-month**.

March 2025 saw the **highest ridership at Maryland Metrorail stations since the pandemic**, with over 76,000 average daily rail entries that month.

Average weekday entries at Maryland stations have recovered to **57 percent of pre-pandemic levels**, with 69,000 average daily entries on weekdays in 2024, compared to 121,000 in 2019.

Cheverly Metro Ridership Data



Solar Carport Project at Cheverly

The Solar Carport Project at Cheverly Metro

Solar carports are overhead steel canopies that support solar panels, which **convert sunlight to electricity**. Electricity is sent directly to the local grid, and delivered to local homes and businesses by Pepco. Cheverly is one of four solar carport projects at Metro stations.

Estimated Full Parking Lot Reopening: Summer 2025

Features of the Cheverly Solar Carport

- **2.5MW** of Solar Photovoltaic Power
- Electricity for Approx. **280** Homes
- **5,600** Solar Photovoltaic Panels
- More than **2** Football Fields of Covered Parking
- Enhanced Safety Infrastructure
- EV-Readiness

Parking FAQ

Q: The panels are installed. Why is part of the carport still closed?
A: We expect to fully reopen the parking lot by Summer 2025. Remaining work includes completion of lighting & security cameras for customer safety. We hope to expedite the final required inspections.

Q: How much of the carport is usable today?
A: Approximately 2/3 of the surface parking is now open for use. However, all of the solar panels at the site are currently producing electricity.

Q: Why was the project delayed beyond the original timeline?
A: We expected construction to be complete by the end of 2024. The solar interconnection process with Pepco at this site was complex and required additional time to be completed, tested and approved. Specifically, grid capacity at this location needed to be expanded to accommodate the new generation from the solar panels.

Q: What does Metro gain from this project? And Metro customers?
A: This project was entirely financed by a third party, which will own, operate, and maintain the solar PV system for the next 25 years. Metro gets a rent check from this partner, Metro customers get a better and safer facility, and the community gets electricity from a renewable energy source.

The Cheverly Station Carport







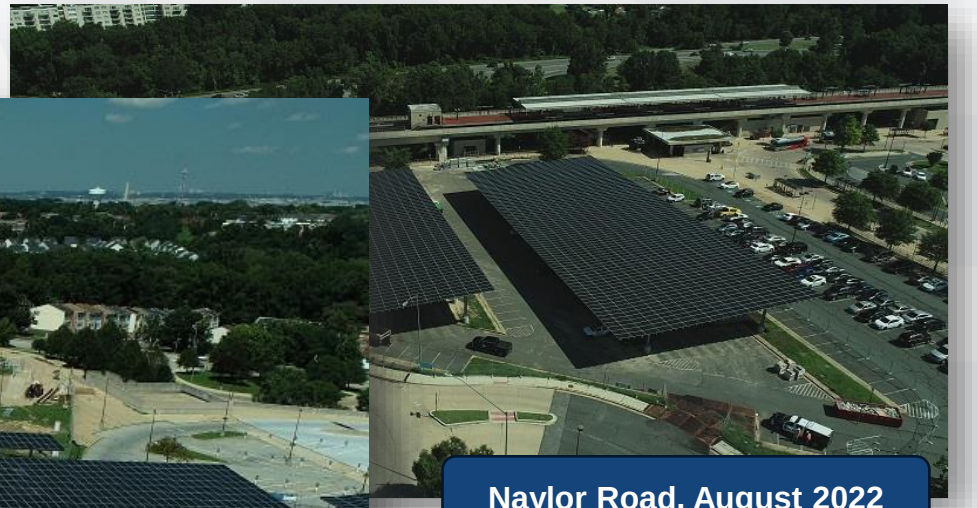
Other Solar Carports at Metro



Anacostia, August 2022



Southern Ave, August 2022



Naylor Road, August 2022

Coming Soon to Metro

The Better Bus Network Redesign in MD

The 2025 Better Bus Network represents Metro's commitment to improving service and connections **using the resources we have today**. By changing bus routes and service times, this network better connects the region, increases access to better bus service, and makes the bus more convenient.

The network redesign **will go into effect on June 29th**, in coordination with regional bus partners including: **TheBus in Prince George's County** and **Ride On in Montgomery County**

Better Connects the Region

Maryland residents will be able to **access more jobs** within 60 min of transit

50K more residents will be able to **access a hospital** within 30 min on transit during the AM rush

28K more residents will be able to **access a college** within 30 min on transit during weekdays

Makes the Bus More Convenient to Use

Will **save bus customers in Maryland 3K hours** every weekday

3-4% more of the trips that start in Maryland will be convenient to take by transit

Improves Bus Service in the Evenings & on Weekends

More Maryland residents will have access to **service on weekends**

+25K more on Saturdays
+49K more on Sundays

Approximately 60K residents will gain access to **high frequency bus service during evenings**

Advances Opportunities for Equity-Focus Communities

47K residents of equity-focus communities in Maryland will **gain access to high frequency service** during the AM rush

Accessibility to jobs, colleges, grocery stores, and other important destinations **will improve more for MD's equity focus communities** than for the state as a whole

Our Message to Customers: Your Route is Changing on June 29!

Bus routes are changing. Yes, even yours!

With all this change, we have materials to help explain what the new network means for you, your family, and your community.

You do not need to learn every single change for the network to work for you.

All routes will have new route names





Changes to bus routes

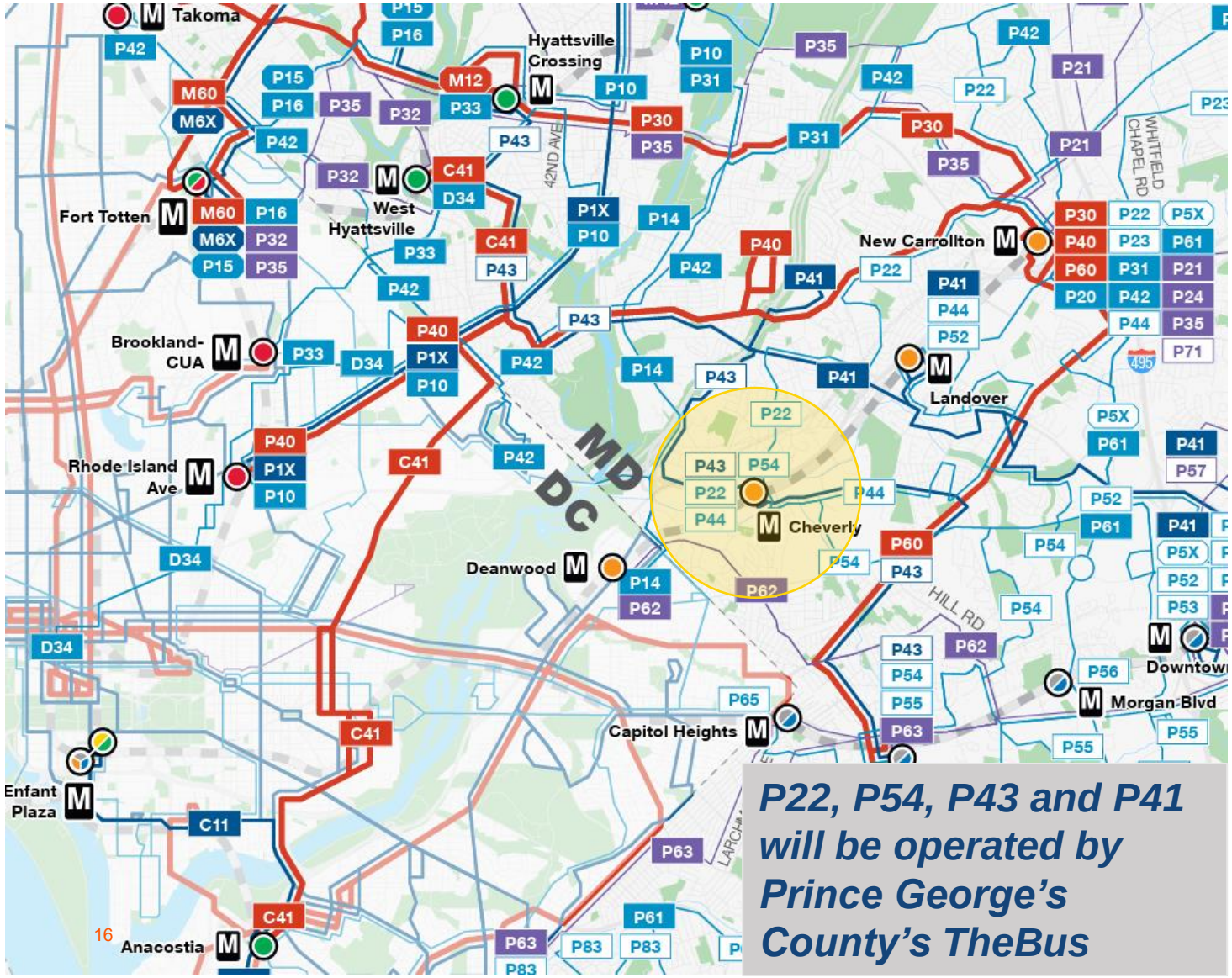
Changes to routes, hours of operation, and frequency

Changes to bus stops

Some stops will be added, eliminated or moved



Existing & New Connections in Cheverly



P22: Greenbelt - Cheverly
Similar: Metrobus F1 & F8; TheBus 8 & 16
Weekdays: Every 30 min
Saturdays: Every 30 min
Sundays: No Service

P54: Cheverly - Addison Rd
Similar: TheBus 23
Weekdays: Every 30 min
Saturdays: Every 60 min
Sundays: No Service

P43: Takoma - Addison Rd (via Cheverly)
Similar: Metrobus F1 & F8; TheBus 13A,18, & 19
Weekdays: Every 20 Min
Saturdays: Every 20 Min
Sundays: No Service

P41: Largo - Landover
Similar: TheBus 28; Metrobus L12
Weekdays: Every 20-30 Min
Saturdays: Every 20-30 Min
Sundays: Every 20-30 Min

BBNR Briefings & Outreach

Metro is distributing informational materials at briefings and community events to prepare the region for the coming bus network change, and to support customers after Launch Day

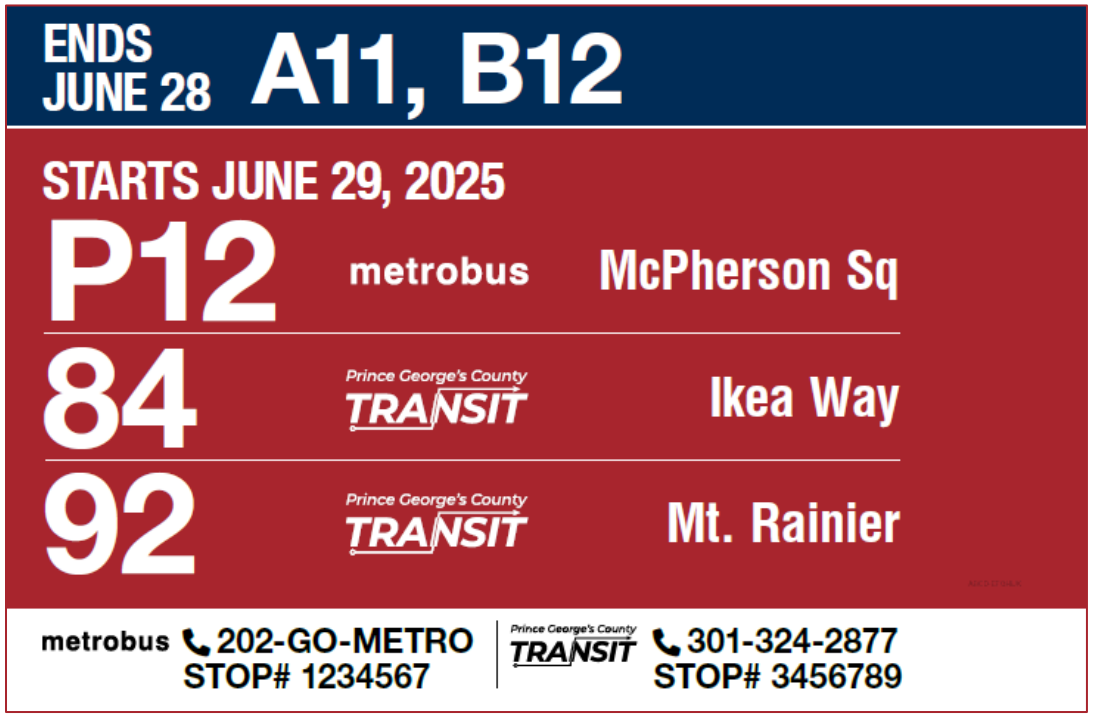
Informational Materials

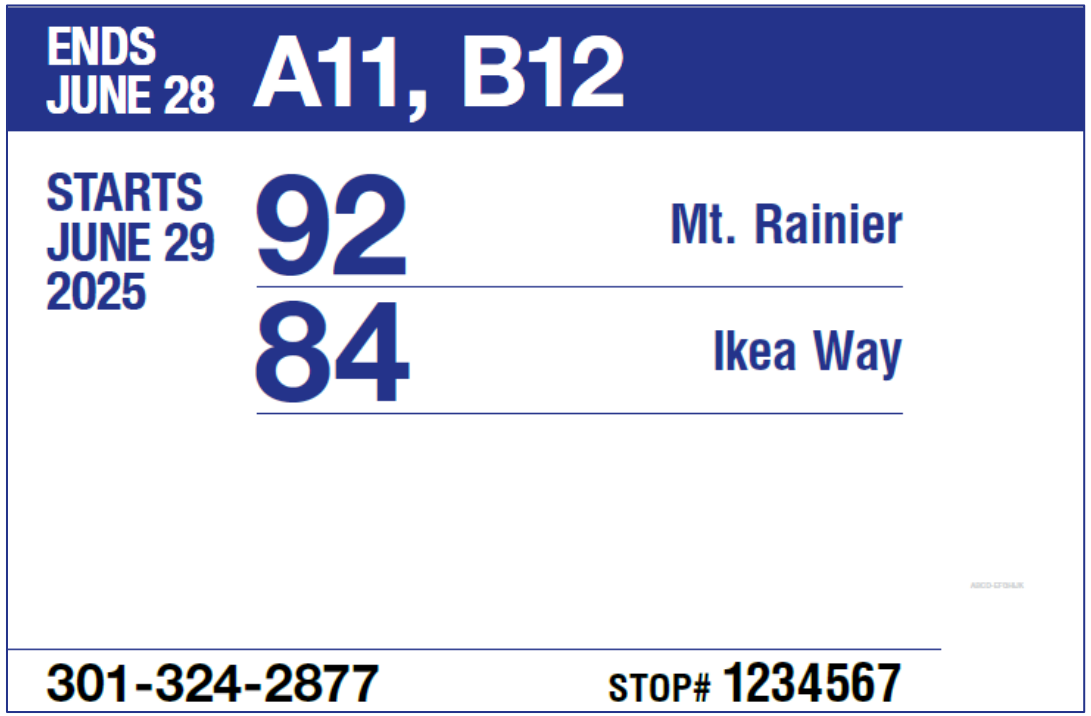
- Trip Planner
- 202-GO-METRO
- Route Crosswalk Webpage
- Route Profiles
- Neighborhood Profiles
- Communications Toolkit

Briefings & Events

- Better Bus Network Briefings for Maryland Leaders: April 30 & May 1
- Transit Partner Training Sessions: Mid-May
- Ride-Alongs & Bus Stop Chats: June & July
  - *TheBus Route 19*
- Selected Community Events: Spring & Summer
  - *Cheverly Farmers Market: May 10*
  - *Hope Without Boundaries 5K Run/Walk*
  - *Refreshing Spring Church Food Distro*

Temporary Bus Flags for the BBNR





Rail Service Changes in FY26

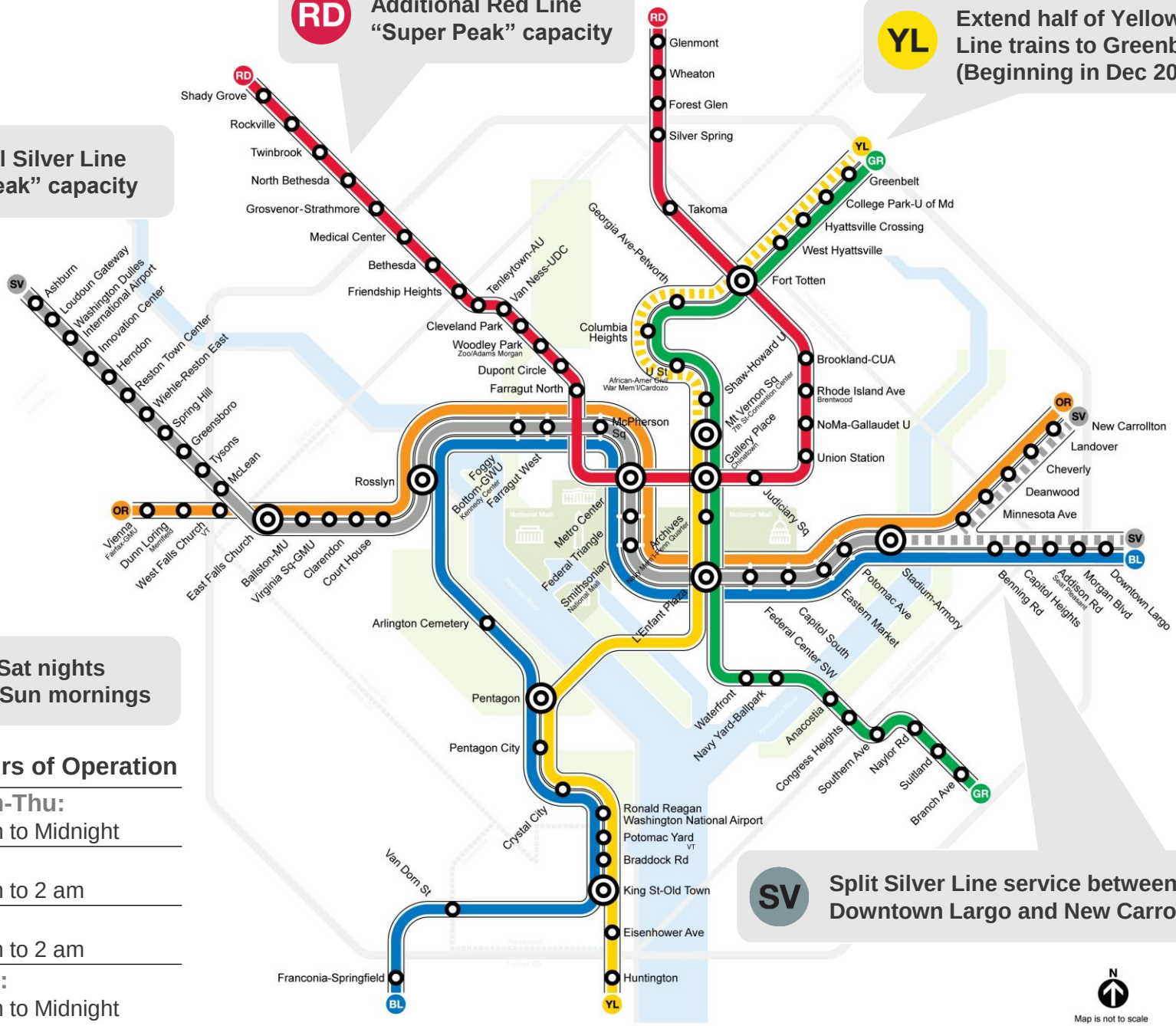
Responsive to customer needs, Metro will implement the following rail service changes as a part of our FY26 budget, starting on July 1. These proposals received public comment and were approved by Metro's Board.

Change	Impact on Maryland Riders
Yellow Line Extension to Greenbelt: Currently, Yellow Line trains run from Huntington and terminate at Mt. Vernon Square. Beginning in December 2025, Metro is extending half of these trains to Greenbelt with the rest continuing to end at Mt. Vernon Square. Trains will alternate, with every other Yellow Line train running to Greenbelt.	**Increased frequency between Mt. Vernon Square & Greenbelt. One-seat ride from Greenbelt to DCA.**
Extended Weekend Hours: Currently, the rail system opens 7AM on Saturday and Sunday mornings, and closes at 1AM on Friday and Saturday nights. Metro will open the rail system at 6AM on Sat. & Sun., and close at 2AM on Fri. & Sat.	**Early morning and late-night service on all Metrorail lines on the weekend.**
Silver Line Split at Stadium Armory: To balance service between the Blue & Orange Lines, Metro will split Silver Line trains at the Stadium Armory Station by sending half to New Carrollton along the Orange Line, and half to Downtown Largo along the Blue Line.	**More balanced service, increasing frequency between Stadium Armory and New Carrollton and decreasing frequency to Downtown Largo.**
Red Line Super-Peak: To improve speed and capacity during rush hour, Metro will run a new "super-peak" service that would reduce wait times between Red Line trains at the busiest travel times at all Red Line stations.	**Reduced wait times between Red Line trains during busiest portion of morning and evening rush hours from Shady Grove to Glenmont.**
Silver Line Super-Peak: To improve speed and capacity during rush hour, Metro will run a new "super-peak" service that would reduce wait times between Silver Line trains from Wiehle-Reston East and Stadium Armory at the busiest travel times.	**Limited impact to Maryland residents; Adds capacity and reduces crowding in the busiest portion of Silver Line.**

RD **Additional Red Line "Super Peak" capacity**

YL **Extend half of Yellow Line trains to Greenbelt (Beginning in Dec 2025)**

SV **Additional Silver Line "Super Peak" capacity**



2 am close on Fri &Sat nights
6 am open on Sat &Sun mornings

Hours of Operation

Mon-Thu:
5 am to Midnight

Fri:
5 am to 2 am

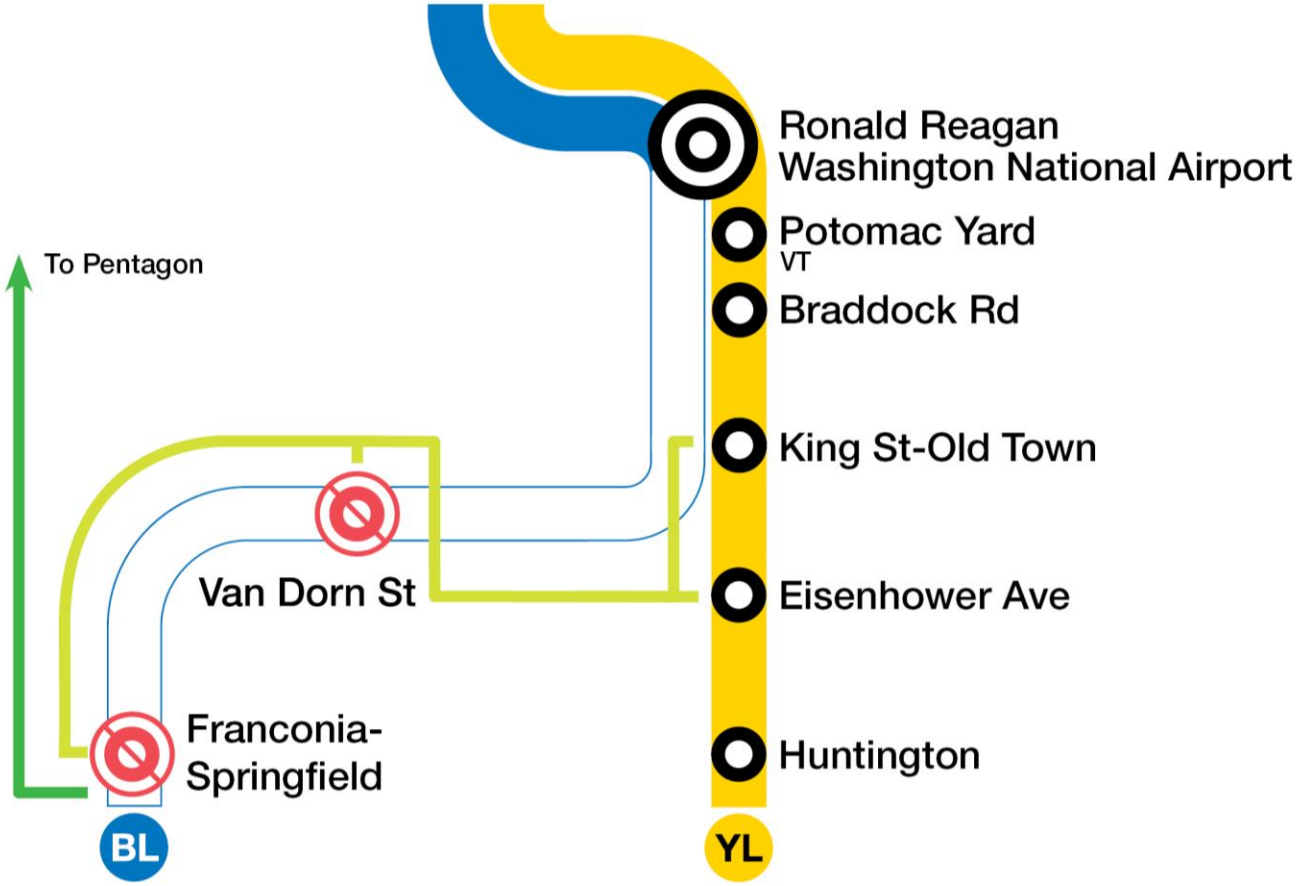
Sat:
6 am to 2 am

Sun:
6 am to Midnight

SV **Split Silver Line service between Downtown Largo and New Carrollton**

Map is not to scale

Summer Track Work Phase 1: July 5 - July 26



Affected line

No BL between Franconia-Springfield and Ronald Reagan Washington National Airport

Free shuttle bus service provided

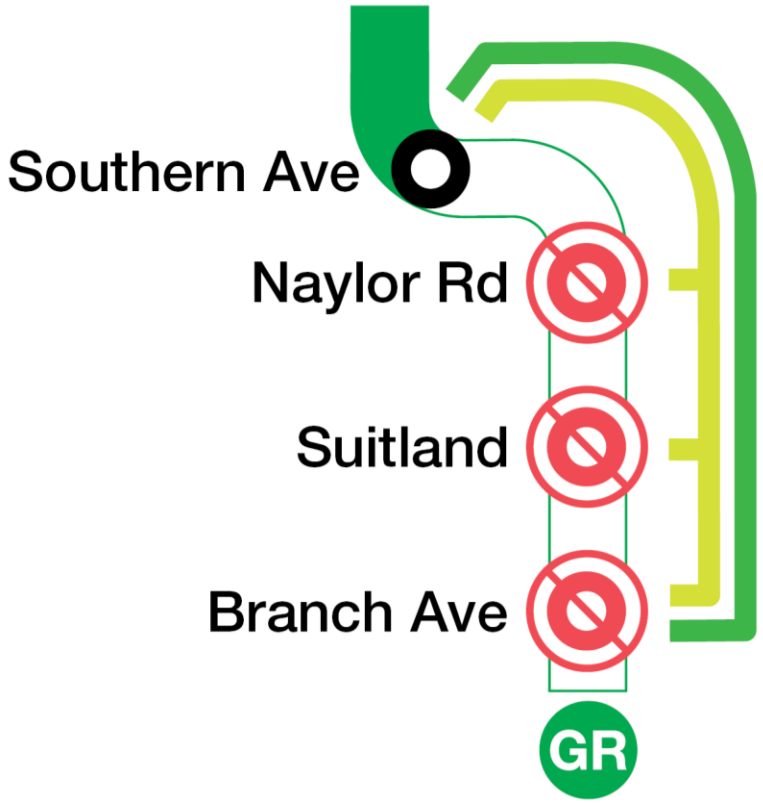
Local

Between Franconia-Springfield, Van Dorn St Eisenhower Ave and King St-Old Town

Express

Between Franconia-Springfield and Pentagon

Summer Track Work Phase 2: Aug 2 - Aug 31



Affected line

No GR between Branch Ave and Southern Ave*
***Extends to Anacostia weekends of Aug. 9-10 and 16-17**

Free shuttle bus service provided

Local

Between Branch Ave, Suitland, Naylor Rd and Southern Ave

Express 1

Between Branch Ave and Southern Ave

Thank you!

Charlie Scott
Government Relations Officer – Maryland
cscott@wmata.com | 301-467-1292

Washington Metropolitan
Area Transit Authority

TOWN OF CHEVERLY

REQUEST FOR VARIANCE AND SPECIAL EXCEPTION

Request Type: ☐ **Variance** ☒ **Special Exception** ☐ **Approval of Required Safety Railing***

1. **Project Address:** 3107 Laurel Ave Cheverly MD 20785 **Ward** 3

2. **Applicant:** Dave Bowen **Company:** Cheverly Home Improvement
   Address: 2507 Valley Way Cheverly MD 20785
   Phone #: 301-502-3267 **Email:** chi@startmail.com

3. **Property Owner:** ☐ Same as above David & Lisa Ferris
   Address: 3107 Laurel Ave Cheverly MD 20785
   Phone #: **Email**

4. **Contractor:** ☐ Same as above Cheverly Home Improvement
   Address: 2507 Valley Way Cheverly MD 20785
   Phone #: 301-502-3267 **Email:** chi@startmail.com

5. **DETAILED PROJECT DESCRIPTION (additional information can be attached):**
   remove 90 ft section of dilapidated 4 ft chain link fence and replace with 4 ft wood fence

6. **County Permit#** n/a **Variance/Board of Appeals#** n/a
   (Please attach copies of County Permit, Variance Application, and a Copy of Plans

APPLICANT: I certify that the information supplied on this application is complete and accurate, and that the project described, if approved, will be completed in accordance with the conditions and terms of that approval.

SIGNATURE: /Dave Bowen/ **DATE:** 04/12/2025

OWNER (if other than above): I have read and familiarized myself with the contents of this application and do hereby consent to its submission and processing.

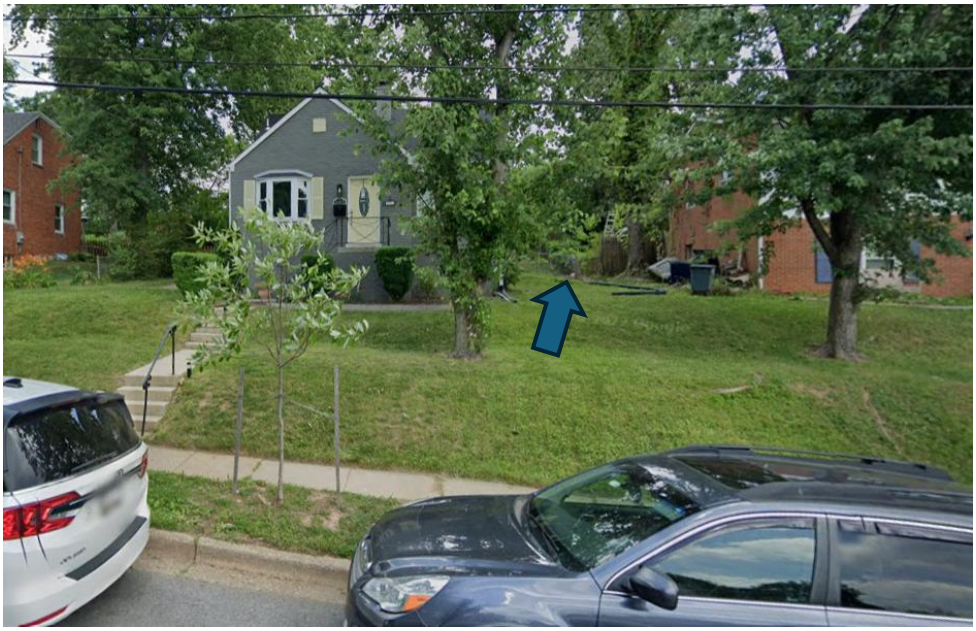
SIGNATURE: /David Ferris/ **DATE:** 04/12/2025

Aerial view of fence line

close up view of fence line



View from street



CHEVERLY
CODE COMPLIANCE
6401 Forest Road | Cheverly, MD 20785 O) 240.770.7647 | F) 240.770.7647

BUILDING PERMIT APPLICATION

Location of Project: 3107 Laurel Ave Cheverly MD 20785

Owner Information:
Name: David & Lisa Ferris
Address: 3107 Laurel Ave
City: Cheverly State: MD Zip: 20785

Owner Contact:
Daytime Phone: [redacted]
Other Phone:
Email:

Contractor Information:
Name: Cheverly Home Improvement
Address: 2507 Valley Way
City: Cheverly State: MD Zip: 20785

Contractor Contact:
Daytime Phone: 301-502-3267
Other Phone: 240-703-3716
Email: chi@startmail.com

Project Description: remove 90 ft section dilapidated 4 ft chain link fence and replace with new 4 ft wood fence

Total Value of the Project: $4,750.00 Appox. Start Date: asap Appox. Completion Date: 3 days

Contact Person: Dave Bowen Phone: 301-502-3267

Please Note: Prince George's County Department of Permits, Inspections and Enforcement it the primary authority and has inspection responsibility for all projects in the Town of Cheverly when a county permit is required. Owners/contractors must obtain a Prince George's County Building Permit or confirm that a county permit is not required before submitting this application.

When issued, a copy of all County Permits and/or Variances are required to be submitted along with this application.

☐ I have attached a copy of the Approved County Permit #: Issue Date:

☒ I have confirmed that No County Permit is required. Applicant's Initials: DB Date: 04/11/2025

Signature of Applicant *Date*

FOR OFFICE USE ONLY

Application Received on: **Application Reviewed by:** **Date:**

County Permit Reviewed? ☐ Y ☐ N/A | **Variance Approved?** ☐ Y ☐ N/A | **Need for Town Code Special Exception?** ☐ Y ☐ N/A

Total Cost of the Project: $ | **Calculated Permit Fee: $** **(See permit fee schedule on next Page)**

Approved On: **Permit #**

(See Reverse for Fee Schedule and instructions on submitting Application)

ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANT` AGREEMENT (the "Agreement") is effective this ___ day of _____2025, by and between the MAYOR AND TOWN COUNCIL OF CHEVERLY (the "Town"), a municipal corporation of the State of Maryland, and THE LOW IMPACT DEVELOPMENT CENTER, INC., hereinafter referred to as "Consultant.

WHEREAS, Consultant desires to continue to provide to the Town engineering services on an as requested basis; and

WHEREAS, the Town desires that Consultant continue to provide such services; and

WHEREAS, the Mayor and Town Council have determined that it is in the best interest of the Town and for the good government, health and improvement of the Town, this is a professional service, and there is not a requirement for competitive bidding to enter into this Agreement with the Consultant for provision of on demand engineering services.

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town herby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services on an as requested basis and Consultant herby accepts such work, subject to the terms and provisions of this Agreement.

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2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the materials and perform all the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town, provision of advisory services with respect to civil and site engineering. All services shall be described in per task scope of work approved by the Town describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is through June 30, 2026. The term may be extended by agreement of the Parties. All work shall be performed at the written request of the Town. It is understood by the parties hereto that time is of the essence in the completion of approved services under this Agreement.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the following hourly rates effective through June 30, 2026:

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Billing Category	Hourly Rate
Senior Staff 2	$194.00
Senior Staff 1	$163.00
Staff	$122.00
Junior Staff	$84.00

If the term is extended, the Consultant's hourly rates will increase to an amount ageed upon by the parties effective July 1 and will be applied to all existing and future tasks, without the need for further amendment or negotiation. The not-to-exceed contract price for each project or task shall be included in an approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre- approved by the Town. All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., may be billed to the Town as reimbursable expenses, at cost. Consultant must notify the Town prior to incurring them if reimbursable costs are expected to exceed $l00.00 per task. The Town shall pay Consultant for approved tasks and expense reimbursement on a monthly basis subject to receipt and approval of an invoice by the Town. All services related to this Agreement will be provided by the Consultant on an as requested basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates referenced herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

A. Required affidavits and certifications.

B. Approved task scope of work and not to exceed cost.

C. Certificate(s) of Insurance and additional insured endorsement.

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement. Except as set forth herein. Consultant shall be

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entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, truces, and expenses whatsoever. ln the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorney's fees incurred thereby.

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7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile, and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers' Compensation, Consultant will name the Mayor and Town Council of Cheverly and any contract partner designated by the Town, as an additional insured and will provide an additional insured endorsement for all coverages except workers' compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of $2,000,000 each occurrence/aggregate.

(2) Property damage liability insurance with limits of $500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury property damage $1,000,000.00 each occurrence/aggregate.

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional Errors and Omissions. $1,000,000.00 each occurrence/aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty (30) days prior notice of changes that would reduce the

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coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

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

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees, and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorney's fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities and the provisions § 5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and save harmless the Consultant, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation, attorney's fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or willful act or omission on the part of the Town, its agents, servants, employees and subcontractors.

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9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the written consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Errors In Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or

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addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be unavailable to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within twenty-four (24) hours after receipt of notification, the Town may terminate this Agreement. This provision shall not

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limit the Town in exercising any other rights or remedies it may have under law.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, services furnished prior to the effective date of such termination.

19. **Notices.** All notices shall be sufficient if delivered in person or by certified mail to the parties at the following addresses:

To the Town:	Dylan Galloway Town of Cheverly 6401 Forest Road Cheverly, MD 20785
To the Consultant:	Emily Clifton Low Impact Development Center, Inc 5000 Sunnyside Ave, Ste 100 Beltsville, MD 20705

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20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, including reasonable attorney's fees.

21. **Enforcement Provisions.** The failure of the Town of Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise or like in the previous contract.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince George's County, Maryland, in any action arising out of or relating to this Agreement and waive any other venue to which either party may be entitled by domicile or otherwise.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. Materials.

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town.

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B. Materials independently developed and owned by the Consultant or other authors and third parties, which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for the review remain the property of the Town and may not duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and sub-contractors, shall not disclose or allow disclosure of such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

25. <u>Counterparts and Right.</u>

A. This Agreement may be signed in counterparts, which together shall

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constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

B. The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

26. **Successors or assigns/Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

IN WRITTEN WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST: MAYOR AND TOWN COUNCIL OF CHEVERLY

_____ _____

Dylan O. Galloway, Town Administrator

WITNESS: LOW IMPACT DEVELOPMENT CENTER, INC.

_____ By: _____

APPROVED AS TO LEGAL SUFFICIENCY:

_____

Jason A. DeLoach
Town Attorney

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ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANT AGREEMENT (the "Agreement") is effective this ____day of _____ 2025, by and between the MAYOR AND TOWN COUNCIL OF CHEVERLY (the "Town"), a municipal corporation of the State of Maryland, and ECOSITE, INC., hereinafter referred to as "Consultant.

WHEREAS, Consultant desires to continue to provide to the Town engineering services on an as requested basis; and

WHEREAS, the Town desires that Consultant continue to provide such services; and

WHEREAS, the Mayor and Town Council have determined that it is in the best interest of the Town and for the good government, health and improvement of the Town, and that this is a professional service, and there is not a requirement for competitive bidding to enter into this Agreement with the Consultant for provision of on demand engineering services.

NOW, THEREFORE, in consideration of the foregoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town herby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services on an as requested basis and Consultant herby accepts such work, subject to the terms and provisions of this Agreement.

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2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the materials and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town, provision of advisory services with respect to civil and site engineering. All services shall be described in per task scope of work approved by the Town describing the services and a not to exceed cost therefor based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is two (2)_____ years from the effective date. The term may be extended by agreement of the Parties. All work shall be performed at the written request of the Town. It is understood by the parties hereto that time is of the essence in the completion of approved services under this Agreement.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the following hourly rates:

YEAR	2025	2026
Principal Engineer/ P.E./Project Manager	$ 160.52	$ 160.52
Sr. Engineer/Scientist	$ 137.59	$ 144.77
Engineer/Scientist	$ 114.66	$ 120.39
CADD/GOS Technician	$ 84.28	$ 88.49
Field Technician	$ 68.80	$ 72.24

The not to exceed contract price for each project or task shall be included in an approved per task scope of work. The parties recognize that a specific project may require the Consultant to retain sub-contractor services. Fees for sub-contractor services must be pre-

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approved by the Town. All out of pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., may be billed to the Town as reimbursable expenses, at cost. Consultant must notify the Town prior to incurring them if reimbursable costs are expected to exceed $ 100.00 per task. The Town shall pay Consultant for approved tasks and expense reimbursement on a monthly basis subject to receipt and approval of an invoice by the Town. All services related to this Agreement will be provided by the Consultant on an as requested basis as directed by the Town in writing. Such services shall be billed to the Town at the hourly rates referenced herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

A. Required affidavits and certifications.
B. Approved task scope of work and not to exceed cost.
C. Certificate(s) of Insurance and additional insured endorsement.

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any costs or expenses of operation of any kind associated with Consultant's provision of services pursuant to this Agreement, except as set forth herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

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It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, professional errors and omissions insurance, automobile and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of Workers' Compensation, Consultant will name the Mayor and Town Council of Cheverly and any contract partner designated by the Town, as an additional insured and will provide an additional insured endorsement for all coverages except workers' compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of $2,000,000 each occurrence/aggregate;

(2) Property damage liability insurance with limits of $500,000.00 each

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occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury property damage $1,000,000.00 each occurrence/aggregate.

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. The Town will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Consultant will be provided notification of any change. All corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. $1,000,000.00 each occurrence/aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided with thirty (30) days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or

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for which the Consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** The Consultant shall indemnify and save harmless the Town, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and subcontractors. Subject to and without waiving common law and other governmental immunities and the provisions § 5-301 et seq., Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, the Town shall indemnify and save harmless the Consultant, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including without limitation attorneys' fees, personal injury, death and property damage, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or willful act or omission on the part of the Town, its agents, servants employees and subcontractors.

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9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The Town shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in

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writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be unavailable to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek exparte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. **Termination for Default.** Notwithstanding anything to the contrary herein, this Agreement may terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within twenty-four (24) hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have under law.

18. **Termination for Convenience.** The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon

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written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, services furnished prior to the effective date of such termination.

19. Notices. All notices shall be sufficient if delivered in person or by certified mail to the parties at the following addresses:

To the Town:
Dylan Galloway
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785

To the Consultant:
Michael L. Clar, P.E., President
Ecosite, Inc
4600 Powder Mill Road, Ste 450-S16
Beltsville, MD 20705

20. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the prevailing party shall be entitled to any and all costs and expenses, inluding reasonable attorneys' fees.

21. **Enforcement Provisions.** The failure of the Town of Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under the Agreement.

22. **Governing Law**. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be preformed entirely within the State of Maryland. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in Prince

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George's County, Maryland, in any action arising out of or relating to this Agreement and waive any other venue to which either party may be entitled by domicile or otherwise.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Materials.**

A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town.

B. Materials independently developed and owned by the Consultant or other authors and third parties, which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for the review remain the property of the Town and may not duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to

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perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and sub-contractors, shall not disclose or allow disclosure of such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

25. **Successors or assigns/Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

26. Counterparts and Right.

A. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

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IN WRITTEN WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST: MAYOR AND TOWN COUNCIL
OF CHEVERLY

_____ By: _____
Dylan O. Galloway, Town Administrator

WITNESS:

_____

ECOSITE, INC.

By: _____

Michael L. Clar, President

APPROVED AS TO LEGAL SUFFICIENCY:

_____

Jason A. DeLoach
Town Attorney

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SPECIALIZED ENGINEERING
Engineers • Geologists • Inspectors
Client Driven. Employee Owned

Specialized 1992 32 Years 2024 Engineering

February 28, 2025

TOWN OF CHEVERLY DEPARTMENT OF PUBLIC WORKS
6401 Forest Road
Cheverly, MD 20785

Attention: Mr. Steve Brayman

Reference: Proposal to Provide Geotechnical/Materials Engineer Consultant Services
CHEVERLY WSSC
Cheverly, MD
Specialized Engineering Proposal No. B250130

Dear Mr. Brayman:

Specialized Engineering is pleased to present this proposal to Geotechnical/Materials Engineer Consultant Services on a unit rate basis in accordance with the enclosed Schedule of Fees and General Terms and Conditions. Presented below is a review of our understanding of the project, along with our proposed scope of services and fee information.

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PROJECT UNDERSTANDING

Specialized Engineering understands this task to be related to noticeable asphalt pavement deflection presumed to be related to potential trench backfill settlement in various locations that had WSSC utility installation by their contractor, Spiniello Company. As the basis for this proposal, it is understood that to date the Town of Cheverly has had the gathering of construction phase reporting data and a review of the current conditions performed by Charles P. Johnson & Associates (CPJ) on the towns behalf as well as receiving a remedial site investigation Work Plan established by Hilles Carnes Engineering Associates (HCEA) on behalf of WSSC. When available, Specialized Engineering requests a copy of any construction phase drawings and specifications.

SCOPE OF SERVICES

Based on your request and our understanding of this project, Specialized Engineering proposes to provide technical personnel to provide consulting and referee laboratory testing services as the site investigation moves forward. Specialized Engineering will review information gathered previously as noted in the understanding as well as any reporting provided by HCEA during the site investigation. Specialized Engineering will also observe the site investigation and proposed sampling to be conducted by HCEA in accordance with the proposed work plan. Also following the site investigation, Specialized Engineering will perform referee laboratory testing of trench related materials provided by HCEA. Specialized Engineering technical personnel will also

participate in any follow-up meetings as well as provide any summary reporting requested by the client.

DISCLAIMER

Should any of the above information or assumptions made by Specialized Engineering be inconsistent with the planned construction, we request that you contact us as soon as possible to allow us to make any necessary modifications to this proposal.

SMALL BUSINESS DESIGNATION

Specialized Engineering is a certified small business under the Small Business Administration federal guidelines. Verification can be performed on the SAM.gov website using Unique Entity ID: YFBKMMLDYV14. Specialized Engineering is also a certified SBR business with the Maryland Department of General Services Small Business Reserve (SBR) Program. Additional information can be provided upon request.

ENGINEERING / MANAGEMENT

Specialized Engineering's scope of services will be conducted under the direction of a Professional Engineer who is licensed in the State of Maryland. In addition, our project manager and/or professional engineer will coordinate field staff. When requested by your authorized representative, the project manager and/or professional engineer assigned to your project will attend project meetings.

REPORTS

Specialized Engineering will convey project reports and test results in our standard reporting format. Reports and test results will be posted on our web-based reporting system, or submitted to the client by other means, in a timely manner for access by any authorized member of the project team.

COMPENSATION

Specialized Engineering is proposing the enclosed schedule of fees for performance of the outlined scope of services. Actual billing on the project will be processed using these unit rates in accordance with the enclosed standard terms and conditions and determined by the actual amount of technical time and laboratory testing expended on the project. As a basis for this agreement, the requested services will have a **Not-to-Exceed amount of 9,950.00**. Services will only be performed if scheduled by your authorized representative. The schedule of fees provided in this proposal will be valid for a period of 90 days from submission. After 90 days, Specialized Engineering reserves the right to adjust the schedule of fees provided.

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AUTHORIZATION

If this proposal is acceptable to you, please sign the terms and conditions as notice-to-proceed and return one signed copy of this proposal intact to our corporate office. Specialized Engineering will proceed with the work in accordance with the terms and conditions that are incorporated into and made part of this proposal based on verbal authorization, however signed acceptance must be received prior to the issuance of any reports. Verbal authorization will constitute acceptance by the Town of Cheverly Department of Public Works of the enclosed terms and conditions.

CLOSURE

We appreciate the opportunity to offer our services to your project team and look forward to continuing to build our professional relationship with the Town of Cheverly Department of Public Works. Should you have any questions or need clarification, please feel free to contact us at your convenience at (410)768-4800.

Sincerely,
SPECIALIZED ENGINEERING

Jerry Ross
Principal

Tom C. Taylor, P.E.
President

Enclosures: Schedule of Fees
Fee Notes
Terms and Conditions

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SCHEDULE OF FEES

FIELD PERSONNEL:			
Senior Field Inspector	$	85	HOUR
Coring Crew (w/equipment) (If Required)	$	475	HOUR
MANAGEMENT PERSONNEL:			
Project Manager/Project Engineer	$	125	HOUR
Professional Engineer (P.E.)	$	175	HOUR
Principal Contract Manager	$	225	HOUR
Clerical	$	50	HOUR

LABORATORY:			
SOILS/AGGREGATES			
Standard Proctor	$	150	EACH
Modified Proctor	$	175	EACH
Sieve Analysis	$	90	EACH
Particle Size Analysis w/ Hydrometer	$	125	EACH
Atterberg Limits	$	90	EACH
Specific Gravity	$	90	EACH
Natural Moisture	$	20	EACH
CBR	$	475	EACH
ASPHALT			
T-166 Bulk Specific Gravity of HMA Cores	$	75	EACH
T-209 Theoretical maximum Specific Gravity of HMA	$	225	EACH
Box Sample (T-30, T-166, T-209, T-312, T-308)	$	750	EACH

EQUIPMENT / OTHER:			
Nuclear Density Gauge	$	50	DAY
DCP Tips (If Required)	$	20	EACH

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FEE NOTES

1. Field Personnel rates are invoiced portal-to-portal with a four (4) hour minimum charge.

2. Work hours that are beyond 8-hours, evening/night shift, weekend, and holiday work will be charged at 1.5 times the standard rate.

3. *If the subgrade soils do not meet the design criteria for soil bearing pressures, Specialized Engineering can perform additional testing to further evaluate the existing soil conditions and provide recommendations for remedial measures that may be required to achieve the designed bearing capacity. Fees for performing these services, which can include test pits, test borings or other subsurface exploration, laboratory testing and engineering analysis is not included in this proposal but will be provided on a case by case basis.

4. This proposal has been prepared by Specialized Engineering for the sole purpose of defining our scope of services, approach to accomplishing such scope, and fees associated with such scope. This proposal is considered proprietary information based on Specialized Engineering's research into the project requirements and is not to be shared with any parties other than the Client and Specialized Engineering without the expressed written consent of Specialized Engineering

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DIW GROUP, INCORPORATED, t/a SPECIALIZED ENGINEERING GENERAL TERMS & CONDITIONS

DIW Group, Incorporated, trading as Specialized Engineering, located at 4845 International Boulevard, Suite 104, Frederick, Maryland 21703 (hereinafter referred to as "DIW") and Town of Cheverly Department of Public Works (hereinafter referred to as "Client") (hereinafter referred to collectively as "Parties"), hereby contract and agree as follows:

1. SERVICES TO BE PROVIDED

DIW is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal(s), attached hereto as Exhibit A, and incorporated herein and made a part hereof by reference.

DIW will report observations and data to the Client. DIW will report any observed work to the Client or Client's representative, which, in DIW's opinion, does not conform with plans, specifications, and codes applicable to the Project. DIW has no right or responsibility to approve, accept, reject, or stop work of any agent of the Client.

DIW will perform all standard tests, inspections and observations in general accordance with referenced standards and makes no representation regarding compliance with any other standards.

Observations and standardized sampling, inspection and testing procedures employed by DIW will indicate conditions of materials and construction activities only at the precise location and time where and when Services were performed.

Client recognizes that conditions of materials and construction activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. Services of DIW, even if performed on a continuous basis, should not be interpreted to mean that DIW is observing, verifying, testing or inspecting all materials on the Project. DIW is responsible only for those data, interpretations, and recommendations regarding the actual materials and construction activities observed, sampled, inspected or tested, and is not responsible for other parties' interpretations or use of the information developed. DIW may make certain inferences based upon the information derived from these procedures to formulate professional opinions regarding conditions in other areas.

2. PAYMENT TERMS

Client agrees to pay DIW invoices upon receipt. If payment is not received within thirty (30) days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from DIW invoices on account of liquidated damages or other sums withheld from payments to contractors or others. If payment for services is not received within forty-five (45) days, DIW is not obligated to continue its services until payment is received. The Client, owner, contractor or subcontractor(s) shall hold DIW harmless for any delay, inconvenience, or additional cost, to Agreement without cause upon 30 days written notice to the other party. In the event Client requests termination prior to completion, Client agrees to pay DIW for all costs incurred plus reasonable charges associated with termination of the work.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation or some other dispute resolution procedure.

In the event a claim is made that results in litigation, the prevailing party shall have all costs incurred including reasonable attorney's fees, paid by the other party.. For purposes of this provision, in order to prevail, the party must obtain and retain a judgment through any applicable appeals..

3. STANDARD OF CARE

DIW will perform its services using that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

ALL OTHER WARRANTIES, OBLIGATIONS OR GUARANTEES, arising by operation of law or otherwise, NOT EXPRESSLY SET FORTH HEREIN ARE WAIVED.

4. CLIENT RESPONSIBILITIES

Client, for its own benefit may, from time to time, on its own or retain others to perform certain tests, inspections, recommendations, and analyses or other information and materials for use by DIW. DIW may need such client data without the need for independent evaluation and/or verification. Client agrees to indemnify, defend, and hold DIW harmless from any and all losses, damages and claims of any nature which may in any way arise out of or in connection with the use by DIW of the client data and other information issued and/or prepared by client or others and furnished to DIW in connection with the project. In the event Client or Client's personnel, contractors or subcontractors become aware that a suspected error or omission by DIW has been discovered, or that a change in the conditions reported by DIW is suspected, DIW shall receive written notice of such suspected error, omission, or change in order that DIW may have the opportunity to take prompt, effective measures which in DIW's opinion will minimize the consequences of a defect in service. Failure to provide prompt notice or to provide DIW the opportunity to remedy the situation shall relieve DIW of any further liability.

Client is responsible for notifying DIW in writing of any and all particular areas that it desires DIW representatives to be present on site. DIW will not be held liable for not having a representative present in any particular location on site if Client does not notify DIW in writing.

5. SITE OPERATIONS

Client will arrange for and provide right-of entry and safe access to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site. DIW's field personnel are trained to initiate filed testing, drilling and/or sampling within a reasonable distance of each designated location. DIW field personnel will avoid hazards or utilities, which are visible to them at the site. If DIW is advised or given data in writing that reveals the presence or potential presence of underground obstructions, such as utilities, we will give special instructions to our field personnel. DIW is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third-parties. Client agrees to indemnify and hold DIW, its agents, employees,

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principals and subcontractors, harmless from any such claims, losses, including reasonable attorney's fees, resulting therefrom, unless the same arise and result from the willful or negligence acts of DIW.

If the Services require borings, test pits or other invasive exploratory work, Client will provide DIW with all information in its possession regarding the location of underground utilities and structures. The Client agrees to hold DIW harmless for any damage to underground structures or utilities that are not called to its attention or are not correctly shown on plans or drawings furnished for the purpose of locating such structures and utilities.

DIW will take reasonable precautions to minimize damage to the property caused by our operations. DIW's fees do not include any costs or charges that may be incurred in restoration of that site due to any damage that may result. If Client desires DIW to repair such damage, we will comply and add the cost to our fees. Client agrees to pay all invoices for such additional fees and costs upon receipt. Field tests or boring locations described in DIW reports or shown on sketches are based on specific information furnished by others or estimates made in the field by DIW personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in DIW's proposal or report.

6. FAILURE TO FOLLOW RECOMMENDATIONS

Client recognizes and assumes the inherent risks connected with subsurface and earthwork construction, and agrees that it would be unfair to hold DIW liable for problems that may occur if DIW recommendations, which shall be in writing and delivered to Client pursuant to paragraph thirty-one (31) herein, are not followed. Accordingly, Client waives any claims against DIW and agrees to defend, indemnify and hold DIW harmless from any claim or liability for injury or loss that results from Client's failure to strictly implement DIW's recommendations. Client also agrees to compensate DIW for any time spent and reasonable expenses incurred by DIW, including attorney's fees, in defense of any such claim, with such compensation to be based upon DIW's then prevailing fee schedule and expense reimbursement policy.

7. CERTIFICATE OF MERIT

Client shall make no claim, either directly or in a third-party claim against DIW unless Client has first provided DIW with a written certification executed by an independent professional currently practicing in the discipline of the alleged defect or error and licensed in the state where the Project is located. This certification shall (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care in this Agreement; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

8. FIELD REPRESENTATIVE

The presence of DIW field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing or specific aspects of the project as authorized by Client. Should a contractor, not retained by DIW, be involved in the project, Client will advise contractor that DIW services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of DIW field representatives for observation or testing by DIW will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (other than a subcontractor to DIW) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that DIW will not be responsible for job or site safety on the project and that DIW does not have the duty or right to stop the work of the contractor.

9. UNFORESEEN CONDITIONS OR OCCURRENCES / DELAYS

It is possible that unforeseen conditions or occurrences may be encountered that could substantially alter the necessary services or the risks involved in completing DIW's services. If this occurs, DIW will promptly notify and consult with the Client, but will act based on DIW's sole judgment where risk to DIW personnel is involved. Possible actions could include (a) Complete the original Scope of Services in accordance with the procedures intended in DIW's Proposal, if practicable in DIW's sole judgment; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions of occurrences, with such revision as agreed to in writing; (c) Terminate the services effective on the date specified by DIW in writing. Client agrees that DIW is not liable for any damages resulting for the taking of any of the above actions.

In the event that DIW's field of technical work is interrupted due to causes beyond DIW's control, DIW shall be compensated for the labor, equipment, and other costs DIW incurs for demobilization and subsequent mobilization.

10. SAFETY

DIW is only responsible for the on-site safety of its own employees. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of DIW, nor the presence of DIW employees, shall be construed to imply DIW has any responsibility for the safety of on-site personnel other than DIW employees.

11. SAMPLING AND TEST LOCATION

Unless otherwise stated, the fees in the Agreement do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or exploration locations described in DIW's report or shown on sketches are based upon information furnished by others or estimates made in the field by DIW representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. DIW will not provide or check filed survey work. If Client specifies the test location, DIW reserves the right to deviate a reasonable distance from the location specified.

12. SAMPLE DISPOSAL

Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples and other specimens are disposed of thirty (30) days after submission of our reports.

-NON-HAZARDOUS SAMPLES

At Client's written request, DIW will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, DIW will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that DIW is not responsible or liable for any destruction or loss of test specimens or samples retained in storage.

-HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES

In the event that samples contain hazardous constituents, DIW will return such samples to Client, or using a manifest signed by Client as generator, DIW will have such samples transported to a location associated with the storage, transport, and disposal of samples. Client recognizes and agrees that DIW is acting as a bailee and at no time assumes ownership or title to said materials.

13. CONFIDENTIALITY

The findings of the project and any information provided to DIW will be kept confidential, except to the extent that revelation is required by state or federal regulations. In such a case, DIW would contact the Client prior to notification

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to any regulatory agency. In the event of receipt of a subpoena for the records pertaining to the project, DIW will release the documents in accordance with the subpoena, but will notify the Client that the documents are being released. Any associated copying and labor fees will be billed to the Client. If the Client claims that an attorney-client or work product privilege exists with respect to the documents, it is the responsibility of the Client and its legal counsel to file any necessary motions with the court system and provide DIW with a copy of the approved ruling that a privilege does exist and that the documents do not have to be released.

14. CLIENT DISCLOSURE

Client agrees to advise DIW in writing, either prior to or in conjunction with execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide to DIW, continuing information of this nature to the Client as it becomes available in the future. By virtue of entering into this Agreement or of providing services hereunder, DIW does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

15. ENVIRONMENTAL INDEMNITY

In connection with toxic or hazardous substances or constituents, including, but not limited to, radon, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify DIW, its agents, employees, principals and insurers, from and against any and all claims, liabilities, damages, injuries and costs including reasonable attorney's fees, unless caused by the willful or negligent of acts of DIW, resulting from: (a) Client's or any third- party's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the identifying, handling, removal, processing, transportation, storage, treatment or disposal of toxic or hazardous substances or constituents, including, but no limited to, radon; (b) Client's or third-party's undertaking of or arrangement of for the identifying, handling, removal, processing, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents including, but not limited to, radon found or identified at the site; (c) Toxic or hazardous substances, or constituents including, but not limited to, radon existing or introduced at the site by Client or any third-party before or after the completion of services hereunder; (d) Allegations that DIW is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

If a third-party brings suit or claim for damages against DIW alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents, including, but not limited to, radon at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend, indemnify and hold harmless DIW, it's agents, employees, principals, and subcontractors and to pay all costs and attorney's fees associated with their defense, to pay any settlement sum agreed upon and to pay any judgment inclusive of punitive damages resulting against DIW, it's agents, employees, principals, including interest thereon, unless such damages are caused by the willful or negligent acts by DIW.

16. EQUIPMENT CONTAMINATION

DIW will endeavor to clean our laboratory and field equipment that may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and the charge Client as described above. Client agrees to pay the fair market value of any such equipment and the costs associated with its disposal.

17. LIMESTONE (KARST) TERRAIN

If the project site is located within a region known to have limestone and/or marble bedrock please note the following: this material can be subject to solutioning activity which results in a highly irregular rock surface, rock lenses and boulders situated within a predominantly soils matrix, as well as the occasional development of sinkholes. Our investigation/assessments can only interpret conditions in the areas and to the depths of the investigation and/or method of assessment. Significant changes could occur within comparatively minimal distances beneath and/or beyond the locations of the various investigations/assessments. Also, more specific methods of study are necessary to more comprehensively assess sinkholes, and, unless noted otherwise, these various studies are not included in our scope of work. The studies include photo lineament studies, geophysical studies, and miscellaneous field investigation techniques. The studies can provide added assurance against a development encountering solutioning related problems, however, no single study or combination of studies can offer a total guarantee against the potential occurrence of solutioning related events.

18. CONCEALED RISKS

Client acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc. that are hidden from view are not readily apparent, or cannot be accessed for sampling/testing]. Even a comprehensive sampling and testing program implemented by experienced personnel using appropriate equipment under the direction of a trained professional may fail to detect certain conditions because such conditions are concealed and therefore cannot be targeted in development of an exploration or reconnaissance plan, or sampling/testing program.

Conditions that DIW infers to exist between sampling /testing points may differ significantly from the conditions that exist at the sampling/testing points. Since some conditions can change substantially over time, the Client recognizes that, because of natural occurrences or human intervention at or near the site actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

DIW will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling or testing. However, Client understands that such risks cannot be eliminated and agrees that the Scope of Services is that which Client agrees suits Client's own risk tolerances. Client may request DIW to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

19. DOCUMENTS

DIW will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work provided for in this Agreement. For any other purposes, all documents generated by DIW under this Agreement, shall remain the sole property of DIW.

If Client desires to provide DIW's report to a third-party, DIW will agree provided Client first obtains written acceptance from the third-party to be bound by these terms and conditions. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand to DIW and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by DIW pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement with DIW's prior written approval.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by DIW for proper performance of our services. DIW may rely upon Client-provided documents in performing the services required under this Agreement; however, DIW assumes no responsibility or liability for their accuracy or inaccuracy. Client-provided documents will remain the property of Client but Client agrees to the retention of one copy of

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all such Client documents by DIW for record purposes. The documents DIW furnishes to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication. Client agrees to obtain DIW's prior written permission for any exception. Any unauthorized use or distribution shall be at Client's sole risk and without liability to DIW.

20. CERTIFICATIONS/RELIANCE LETTERS

Client may request or require DIW to provide a "certification" or "reliance letter" regarding services provided by DIW. Any "certification" or "reliance letter" required of DIW by the Client, or jurisdiction(s) having authority over same of all aspects of the project shall consist of DIW's inferences and professional opinions based on limited sampling, observations, tests and/or analysis performed by DIW at discrete locations and times. DIW's "certification" or "reliance letter" shall consist of DIW's professional opinion of a condition's existence, but DIW does not guarantee that such condition exists, nor does it relieve either parties of responsibilities or obligations such parties have. Client agrees not to make resolution of any dispute with DIW or payment of any amount due to DIW in any way contingent upon DIW signing any such documents.

21. SEVERABILITY

In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect. In the event a provision is found unenforceable, it shall be construed and modified as to give it that closest meaning and effect intended hereunder by DIW and permitted by law.

22. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and DIW, shall survive the completion of the services under this Agreement and/or the breach or termination of this Agreement.

23. FORCE MAJEURE

Neither party shall be liable to the other party hereto for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitations, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; government laws; ordinances; rules and regulations (whether valid or invalid and including, without limitation, priorities, requisitions, allocations, and priced adjustment restrictions); inability to obtain power, material, equipment, or transportation; and any other similar or dissimilar contingency.

24. ASSIGNMENT

Neither Client nor DIW shall assign or transfer its interest or claim arising under or related to this Agreement, including interest in and claims for any moneys due or to become due, without written consent of the other party.

25. TERMINATION

This agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party so long as the party alleged to have breached is afforded an opportunity to cure pursuant to paragraph numbered twenty-six (26) of this Agreement. Client may terminate this Agreement for its convenience upon fifteen (15) days written notice. In the event Client terminates this Agreement for its convenience, it shall pay all monies owed to DIW as its last day on the project within twenty (20) days of the date of the termination notice and pay DIW for all reasonable expenses incurred for demobilization within five (5) days after receiving an invoice for such expenses from DIW.

26. CURING A BREACH

A party that believes the other has materially breached this Agreement shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then negotiate promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this Agreement in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provisions.

27. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Maryland. The parties hereto consent to jurisdiction in the State of Maryland, Prince George's County.

28. STATUTES OF LIMITATIONS

Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of DIW's services under this Agreement of the date on which claimant knew, or should have known, of facts giving rise to its claims.

29. SPECIAL OR CONSEQUENTIAL DAMAGES

Client and DIW agree that, to the fullest extent permitted by law, DIW shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by DIW's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

30. MODIFICATION OF THIS AGREEMENT

This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

31. NOTICES

Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

32. PRECEDENCE

These General Terms and Conditions take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding DIW's services.

33. LIMITATION OF LIABILITY

In the unlikely event that a claim should arise, Client shall contact DIW in writing setting forth the nature of the claim within twenty (20) days of its discovery. Client recognizes that without the aforesaid notice, no claim will be considered and is, by agreement hereunder, waived and released by Client. The making of final payment by Client shall constitute a waiver and release of any and all claims by Client, except those previously made in writing and identified by Client as unsettled and pending at the time of final payment.
Notwithstanding the provisions of any applicable statue or law, the sole and exclusive remedy available to Client for complaints or claims of any nature and upon legal theory, including but not limited to, claims for breach of warranty, for loss of profits, for loss of use, for indemnification, for contributor, for performance or non-performance of any principals, subcontractors or insurers, is damages in an amount not to exceed the fees actually paid by the Client to DIW for services under this Agreement. All other remedies, arising by law, statue or otherwise, are hereby expressly waived by Client.

34. INDEMNIFICATION

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The Parties hereby agree to indemnify, save and hold harmless damages, the other party, it's principals, agents, employees, subcontractors and insurers, of and from all claims, losses, damages, injuries, causes of action, and suits of whatever nature whatsoever, excluding those premised upon the sole willful misconduct or negligence of the other, for personal injury, including death resulting therefrom, for loss of use, for loss of profit, for property damage, and for any and all other losses and damages, tangible and intangible, alleged to arise out of or result from any of the work performed or not performed under this Agreement, whether by Client, DIW or by any other third-party and whether any such claim, cause of action or suit is asserted, severally, jointly or jointly and severally. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity, which at law may otherwise exist as to the Parties .

Client and DIW intend that DIW's services will not subject DIW's individual employees, officers or directors to any personal liability. Therefore, and not withstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "DIW" in the introductory paragraph of this Agreement.

35. CONFLICTING CONTRACT CLAUSES

Client agrees that to the extent any of the terms and conditions of this Agreement disagree or are inconsistent or in conflict with the terms and conditions of any other contract entered into by and between DIW and Client prior to or subsequent to the execution hereof which relate to the same project or operations, but does not expressly contain an agreement or intent to override, alter or amend the terms and conditions hereof, the terms and conditions of this Agreement shall govern and shall serve to supersede, revise, amend, alter and preempt those terms and conditions of such other contract or Agreement which are inconsistent or conflicting.

36. INSURANCE AND WAIVER OF SUBROGATION

Unless otherwise provided, Client shall purchase and maintain property and general liability insurance applicable to the work site and all work conducted thereon to the fullest insurable value and risk thereof. This insurance shall include the interest of the Client, DIW and sub-subcontractors of DIW, and shall insure against the perils of fire, extended coverage, vandalism, malicious mischief, personal injury and property damage. Unless otherwise provided, the client shall cause DIW to be added to said policy or policies as an additional insured. The Client waives all rights against DIW for damages caused by fire, extended coverage, vandalism, malicious mischief, personal injury and property damage to the extent covered by insurance provided under this paragraph or otherwise held by Client.

37. AGREEMENT TO GENERAL TERMS AND CONDITIONS

Client agrees that the performance of any work by DIW under this Agreement which by the terms hereof includes those proposals attached hereto and/or the advance or payment of any sums to DIW in connection with the work to be performed in accordance with said Agreement, shall be deemed consent to the terms and conditions of this Agreement, and this Agreement shall be binding and enforceable as it fully executed.

38. DATE OF COMPLETION

The date of completion is hereby defined as that date upon which DIW substantially completes its work.

39. NON-SOLICITATION OF DIW'S EMPLOYEES

Client, Contractor and Subcontractor agree not to independently contract, offer employment or establish any type of employment or work referral relationship with an employee of DIW Group, Inc., t/a Specialized Engineering assigned to this project during the course of this project and within the twelve (12) month period immediately following the completion of the project. Failure to adhere to this condition constitutes a breach of contract and is subject to a fee payable to DIW Group, Inc. t/a Specialized Engineering of Twenty- Five Thousand Dollars ($25,000.00).

IN ACCORDANCE WITH THE ATTACHED PROPOSAL, THE UNDERSIGNED AGREES TO THE SCOPE OF WORK AND TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND TO BE LEGALLY BOUND THEREBY, AND FURTHER ACKNOWLEDGES THIS AGREEMENT BY SIGNATURE BELOW:

DIW Group, Incorporated
t/a Specialized Engineering by:

_____
Corporate Officer Signature

_____
Printed/Typed Name

_____
Title

_____
Date

Client by:

_____
Corporate Officer/Authorized Representative Signature

_____
Printed/Typed Name

_____
Title

_____
Date

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