



**Town Council
Regular Meeting**
January 27, 2026, 6:00 PM
Council Chambers, La Plata Town Hall

Agenda

1. Call to Order

1.1. Call to Order

Attendees, please use meeting courtesy. Virtual attendees are asked to mute microphones when joining the meeting. Participants may be muted by the Town Clerk and meetings will be recorded.

In accordance with the Open Meetings Act, the public has the right to view/listen to the discussion only. At their discretion, the Town Council may allow participants to voice questions or provide comments on the topics under discussion. Written comments may be submitted via email to Legislative@townoflaplata.org. Individuals wishing to address the Town Council may sign up in advance on the Town's website ([Public Communications](#)) or on the meeting sign-up sheet.

Join on your computer, mobile app, or room device.

[Join the meeting now](#)

Meeting ID: 271 095 028 035 62

Passcode: vp3Sh6j2

(Calendar Year 2026)

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

1.2. Roll Call

1.3. Pledge of Allegiance

1.4. Approval of the Meeting Agenda

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on January 13, 2026

3. Consent Agenda

- 3.1. Approval of Minutes from Regular Meeting on December 9 and December 16, 2025.
- 3.2. Adoption of Resolution 26-05 Engineering Services - Water and Sewer Lines
- 3.3. Approval of Resolution 26-08 Public Works Vehicle Purchase
- 3.4. Approval of Finance Committee Chair and Vice Chair

4. Petitions, Communications, Appearances and Public Comment

- 4.1. Public Comment
- 4.2. State of the Municipality

5. Matters of Council Discussion

- 5.1. Revised Employee Handbook
- 5.2. Fiscal Year 2026 Budget Amendment - La Plata Police Department Realignment
- 5.3. Wills Memorial Park Playground Project
- 5.4. Appointment of Town Attorney

6. Legislation

- 6.1. Ordinance 26-01 Town of La Plata Employee Handbook (First Reading; For Introduction)

AN ORDINANCE concerning

Town of La Plata Employee Handbook

FOR the purpose of rescinding the personnel rules and regulations of the Town of La Plata, as adopted August 2013, and adopting a new comprehensive Employee Handbook; and all matters generally relating thereto.

- 6.2. Ordinance 26-02 Amendment of Fiscal Year 2026 Financial Plan-Budget (First Reading; For Introduction)

AN ORDINANCE concerning

Amendment to Town of La Plata Fiscal Year 2026 Financial Plan/Budget

FOR the purpose of amending the Town of La Plata Fiscal Year 2026 (FY26) Financial Plan/Budget to reflect a realignment of the La Plata Police Department; and all matters generally relating thereto.

- 6.3. Resolution 26-10 Wills Memorial Park Playground (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Wills Memorial Park Playground

FOR the purpose of authorizing the Town Manager to enter into a contract for the purchase and installation of playground equipment at Wills Memorial Park; and all matters generally relating thereto.

- 6.4. Resolution 26-09 Appointment of Town Attorney (For Introduction and Consideration of Adoption)

A RESOLUTION concerning

Appointment of Town Attorney

FOR the purpose of appointing Todd K. Pounds as Town Attorney; and all matters generally relating thereto.

7. New Business

- 7.1. Reports from the Mayor and Town Council

8. Adjourn

- 8.1. Adjournment

**PRESIDING OFFICER'S WRITTEN STATEMENT FOR CLOSING A MEETING ("CLOSING STATEMENT") UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**

This Certification Must Be Completed Before a Closed Session May Be Held

Date: 01/13/2026 Time: 6:00 PM Location: La Plata Town Hall at this meeting, a motion was made by Tyjon Johnson and seconded by Paul Guttenberg to conduct a closed session of the Council of the Town of La Plata.

Recorded vote to close the meeting:

<u>Members</u>	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINING</u>	<u>ABSENT</u>
Mayor Jeannine E. James	☒	☐	☐	☐
Councilman Paul Guttenberg	☒	☐	☐	☐
Councilman Patrick McCormick	☒	☐	☐	☐
Councilman Gregory Sampson Jr.	☒	☐	☐	☐
Councilman Tyjon Johnson	☒	☐	☐	☐

(Note: If any member of the public objects to conducting the closed session, a copy of this certification must be sent to the Maryland Open Meetings Law Compliance Board.)

STATUTORY AUTHORITY TO CLOSE SESSION, State Government Article §3-305(b) (check all that apply):

☒ **(1) To discuss:**

- ☒ **(i)** the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction; or
- ☐ **(ii)** any other personnel matter that affects one or more specific individuals;

- ☐ **(2)** protect the privacy or reputation of an individual with respect to a matter that is not related to public business;
- ☐ **(3)** consider the acquisition of real property for a public purpose and matters directly related to the acquisition;
- ☐ **(4)** consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ **(5)** consider the investment of public funds;
- ☐ **(6)** consider the marketing of public securities;
- ☐ **(7)** consult with counsel to obtain legal advice;
- ☐ **(8)** consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ **(9)** conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ **(10)** discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
 - ☐ **(i)** the deployment of fire and police services and staff; and
 - ☐ **(ii)** the development and implementation of emergency plans;
- ☐ **(11)** prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- ☐ **(12)** conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- ☐ **(13)** comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- ☐ **(14)** discuss, before a contract is awarded or bids are opened, a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process; or
- ☐ **(15)** discuss cybersecurity, if the public body determines that public discussion would constitute a risk to:
 - ☐ **(i)** security assessments or deployments relating to information resources technology;
 - ☐ **(ii)** network security information, including information that is:
 - ☐ **1.** related to passwords, personal identification numbers, access codes, encryption, or other components of the security system of a governmental entity;
 - ☐ **2.** collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity; or
 - ☐ **3.** related to an assessment, made by or for a governmental entity or maintained by a governmental entity, of the vulnerability of a network to criminal activity; or
 - ☐ **(iii)** deployments or implementation of security personnel, critical infrastructure, or security devices.

**PRESIDING OFFICER’S WRITTEN STATEMENT FOR CLOSING A MEETING (“CLOSING STATEMENT”) UNDER THE
OPEN MEETINGS ACT (General Provisions Article § 3-305)**
This Certification Must Be Completed Before a Closed Session May Be Held

For each citation checked the reasons for closing and topics to be discussed:

- (1)(i) **Topic:** Town Attorney Appointment
Reason for Closure: To consider the appointment of a candidate as the Town Attorney.
-
-

Persons attending closed session:

Mayor Jeannine James	Councilman Tyjon Johnson	
Councilman Paul Guttenberg	Town Manager Chuck Stevens	
Councilman Patrick McCormick	Assistant Town Manager Michelle Miner	
Councilman Gregory Sampson Jr.	Mr. Todd Pounds	

Action(s) Taken:

- (1)(i) **Town Attorney Appointment:** The Town Manager was directed to conduct a reference check on Mr. Pounds and, if the references are favorable, to prepare materials for the Town Council to formally consider the appointment of Mr. Pounds to the office of Town Attorney at a future Town Council meeting.
-

Time closed session adjourned: **9:15 PM**

This statement is made by Mayor Jeannine James, Presiding Officer: _____



TOWN OF LA PLATA
Town Council Minutes
December 9, 2025, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St.
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Don Dooley, Director of Planning
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Michael Payne, Captain
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS: Emily Groo, Zelos (virtual)

1. Call to Order

1.1. Call to Order

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Join on your computer, mobile app, or room device.

[Join the meeting now](#)

Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings

Act), notice is hereby given that a portion of this meeting will be held in closed session.

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

The Town Clerk conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman Johnson moved to approve the agenda as presented.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Open Meetings Act Disclosures

2.1. Disclosure of Violation of Open Meetings Act

In accordance with the Open Meetings Compliance Board opinion number 326, Mayor James provided the details of the Open Meetings Act violation on September 11, 2025.

2.2. Disclosure of Closed Session on November 18, 2025

In accordance with the Maryland Open Meetings Act § 3-306(c)(2), Mayor James disclosed the conduct of a closed session on November 18, 2025.

3. Consent Agenda

Councilman Johnson moved to approve the Consent Agenda as presented.

Moved By: Tyjon Johnson, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

3.1. Adoption of Resolution 25-33 Wastewater Treatment Plant Compliance Support Services

3.2. Adoption of Resolution 25-34 Comprehensive Housing Needs Assessment and Action Plan

4. Petitions, Communications, Appearances and Public Comment

4.1. Public Comment

No public speakers were present at this meeting.

5. Matters of Council Discussion

5.1. Town Manager Performance Appraisal Process

Emily Groo provided an overview of the Town Manager performance appraisal process.

5.2. Tourism Zones Ordinance

The Town Manager, Director Dooley, and Director Phipps answered questions from the Town Council. The Town Council reached a consensus to proceed with legislation.

5.3. Direction to the Town Manager on the Appointment of a Town Special Counsel

The Town Council reached a consensus that the agenda item should not move to future agendas. The Town Manager will maintain legal services at the end of the current Special Counsel's contract, should a new Town Attorney not be appointed before the end of the contract with the current Special Counsel. Should expenses incurred for such "bridge" legal services exceed \$20,000, the Town Manager will bring the contract for the "bridge" legal services to the Town Council, in accordance with the Town's existing procurement policy.

5.4. Informational Presentation: Policy Questions for Town Council Fiscal Year 2027 Budget

The Town Manager provided an informational presentation that included 11 items for the council's decision.

Item #1: The Town Council reached a consensus to adopt the policy of GFOA minimums and establish appropriate reserves.

Item #2: The Town Council reached a consensus to adopt the policy of using reserves for one-time costs.

Item #3: The Town Council reached a consensus to adopt the policy to prioritize cutting services to avoid rate increases.

Item #4: The Town Council reached a consensus to adopt the policy to set user fees to recover full costs.

Item #5: The Town Council reached a consensus to adopt the policy to protect only essential services when faced with budget constraints.

Item #6: The Town Council reached a consensus to adopt the policy to reduce or eliminate current service levels if necessary.

Item #7: The Town Council reached a consensus to adopt the policy to utilize debt financing as needed, prioritizing pay-as-you-go/grants first.

Item #8: The Town Council reached a consensus to adopt the policy to prioritize proactive replacement of aging infrastructure, with reactive repair as needed.

Item #9: The Town Council did not reach a consensus. Councilman Johnson recommended leading the market in compensation with a secondary of matching. Councilman Sampson recommended leading the market in compensation. Councilman McCormick recommended a

departmental approach based on staff needs, with a priority order of match, lead, lag. Councilman Guttenberg recommended matching the market in compensation with market-leading as needed. Mayor James deferred to the discretion of the Town Manager.

Item #10: The Town Council reached a consensus to adopt the policy to ensure water/sewer rates fully cover all operations, maintenance, replacement, and capital improvements.

Item #11: The Town Council reached a consensus to adopt the policy to include 3–5 year projections in the budget. Councilman Sampson recommended 10-year projections.

5.5. Historic Preservation Commission Appointments

Councilman Guttenberg moved to approve the appointees of two Historic Preservation Appointments: Jane Hobbs as a voting member and Kathy Hancher as a non-voting member.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

6. Legislation

6.1. Ordinance 25-09 Amendment to Town of La Plata Fiscal Year 2026 Fee Schedule (Second Reading; For Consideration of Adoption)

AN ORDINANCE concerning

Amendment to Town of La Plata Fiscal Year 2026 Fee Schedule

FOR the purpose of amending the Fiscal Year 2026 Fee Schedule, dealing with fees set by the Town of La Plata; and all matters generally relating thereto.

Councilman Johnson moved to adopt Ordinance 25-09.

Moved By: Tyjon Johnson, seconded by Patrick McCormick.

Ayes: None

Nays: None

Abstained: None

Absent:

Passed

6.2. Ordinance 25-10 Tourism Zones (First Reading; For Introduction)

AN ORDINANCE concerning

Tourism Zones

FOR the purpose of establishing Tourism Zones in the Town of La Plata, as authorized by Maryland Code, Local Government Section 18-401, and to define the administration of a program of incentives to “qualified tourism businesses” located within such Tourism Zones to encourage growth and expansion of tourism-related businesses in the Town of La Plata; and all matters generally relating thereto.

The Town Manager conducted the first reading of Ordinance 25-10.

7. New Business

7.1. Town Manager's Operational Report (Written Only)

7.2. Treasurer's Report (Written Only)

7.3. Cash Disbursement Report (Written Only)

7.4. Reports from the Mayor and Town Council

The Mayor and Town Council reported on activities in their respective boards and commissions, and on current and upcoming events in the town.

8. Motion for a Closed Session

- 8.1. Statutory Authority to Close Session: § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Topic: Town Manager Performance Appraisal

Reason for Closure: Discussion concerns evaluation of individual employee.

Councilman Johnson moved to enter closed session under statutory authority § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

9. Adjourn

9.1. Adjournment

Mayor James adjourned the meeting at 8:36 PM.

Submitted by:

Shelby Pritchett, Town Clerk



TOWN OF LA PLATA
Town Council Minutes
December 16, 2025, 6:00 PM
Regular Meeting
Council Chambers, La Plata Town Hall
305 Queen Anne St
La Plata MD

PRESENT: Mayor Jeannine James
Councilman Paul Guttenberg
Councilman Patrick McCormick
Councilman Gregory Sampson, Jr.
Councilman Tyjon Johnson

ABSENT:

TOWN STAFF: Chuck Stevens, Town Manager
Michelle Miner, Assistant Town Manager
Monica Kennedy, Director of Human Resources (virtual)
Karina Larsen, Town Treasurer
Matt Norris, Chief of Police
Kelly Phipps, Director of Legislative Services
Shelby Pritchett, Town Clerk

GUESTS:

1. Call to Order

1.1. Call to Order

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[Join the meeting now](#)

Meeting ID: 240 806 147 692

Passcode: 2T5Bm6FQ

In accordance with the Code of Maryland, General Provisions, Section 3-302 (Open Meetings Act), notice is hereby given that a portion of this meeting will be held in closed session.

Mayor James called the meeting to order at 6:00 PM.

1.2. Roll Call

The Town Clerk conducted Roll Call.

1.3. Pledge of Allegiance

Mayor James led all assembled in the Pledge of Allegiance.

1.4. Approval of the Meeting Agenda

Councilman Johnson moved to approve the agenda as presented.

Moved By: Tyjon Johnson, seconded by Paul Guttenberg.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

2. Disclosure of Closed Session

2.1. Disclosure of Closed Session on December 09, 2025

In accordance with the Maryland Open Meetings Act § 3-306(c)(2), Mayor James disclosed the conduct of a closed session on December 9, 2025.

3. Consent Agenda

Councilman Johnson moved to approve the consent agenda as presented.

Moved By: Tyjon Johnson, seconded by Gregory Sampson, Jr.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

3.1. Approval of Minutes from Regular Meeting on November 18, 2025

3.2. Approval of Resolution 25-35 Memorandum of Understanding – Charles County – La Plata Bikeway Project

3.3. Approval of Resolution 25-36 Utility Infrastructure Services Contract - B&B Site Management, Inc.

3.4. Approval of Resolution 25-37 Utility Infrastructure Services Contract - L&S Dirt Work LLC

3.5. Approval of Resolution 25-38 Utility Infrastructure Services Contract - Redwood Contracting

4. Petitions, Communications, Appearances and Public Comment

4.1. Public Comment

No public comments were given.

5. Matters of Information

The Town Manager provided detailed updates on town initiatives to the Town Council.

5.1. Update on Ongoing Town Initiatives

- Magnolia Gardens, Alpas, and Town of La Plata Settlement
- Rules of Procedure
- Rules of Conduct
- Charter Updates
- Reserve Fund Policy
- Stormwater Projects
- Adequate Public Facilities Ordinance

6. Legislation

6.1. Ordinance 25-10 Tourism Zones (Second Reading; For Consideration of Adoption)

AN ORDINANCE concerning

Tourism Zones

FOR the purpose of establishing Tourism Zones in the Town of La Plata, as authorized by Maryland Code, Local Government Section 18-401, and to define the administration of a program of incentives to “qualified tourism businesses” located within such Tourism Zones to encourage growth and expansion of tourism-related businesses in the Town of La Plata; and all matters generally relating thereto.

Councilman Guttenberg moved to adopt Ordinance 25-10.

Moved By: Paul Guttenberg, seconded by Gregory Sampson, Jr.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

7. New Business

7.1. Reports from the Mayor and Town Council

The Mayor and Town Council reported on activities in their respective boards and commissions, and on current and upcoming events in the town.

8. Motion for a Closed Session

Councilman Guttenberg moved to enter the closed session.

Moved By: Paul Guttenberg, seconded by Patrick McCormick.

Ayes: Mayor James, Councilman Guttenberg, Councilman McCormick, Councilman Sampson, Councilman Johnson

Nays: None

Abstained: None

Absent:

Passed

- 8.1. Statutory Authority to Close Session: § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Topic: Town Manager Performance Appraisal

Reason for Closure: Discussion concerns evaluation of individual employee.

- 8.2. Statutory Authority to Close Session: § 3-305(b)(1)(i) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of an appointee, employee, or official over whom it has jurisdiction.

Topic: Town Attorney Appointment

Reason for Closure: To consider the appointment of a candidate as the Town Attorney.

9. Adjourn

9.1. Adjournment

Mayor James adjourned the meeting at 6:30 PM.

Submitted by:

Shelby Pritchett, Town Clerk

**Item Number:** 2026-0003**Date of Meeting:** January 27, 2026

Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kristen DeMarr
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Services
SUBJECT: Engineering Services Contract

BACKGROUND:

The Town's general open-ended contract with McCrone (piggybacking on Kent County) expired on January 14, 2026. The Town was utilizing this contract for several active projects, including the Wills Park Elevated Water Tank Water Main Extension and Water CAD modeling for the Stagecoach Crossing Development. In addition, McCrone was providing engineering services for the State Highway Administration (SHA) Maryland Route 6 Water Pressure Main Upgrade, funded in the Water Capital budget as part of the Lead Service Line Study and Replacement initiative. To ensure continuity of services and maintain the Town's long-standing working relationship with McCrone, the Public Works Department recommends transitioning to a new piggyback agreement using Frederick County's engineering services contract. This contract was executed on January 21, 2024, and includes four (4) one-year renewals options, with the next renewal effective January 22, 2026. The recommended Frederick County Contract is attached for Council review.

FISCAL IMPACT:

Funding for engineering services under the proposed piggyback agreement is included in the Public Works Department's adopted Operations Budget within the Water and Sewer Enterprise Funds. The FY2026 Sewer Operating Budget includes \$75,000 for engineering services. In addition, engineering costs associated with specific water and sewer projects are budgeted and appropriated within the respective capital project budgets for the current fiscal year. No additional appropriation is required as a result of this action.

The table below provides a comparison of the Kent County Contract 2025 hourly rates with those proposed under the Frederick County contract recommended for approval.



CONSULTANT KEY TEAM MEMBER	PREVIOUS BILLING RATE (Kent County)	PROPOSED BILLING RATE (Frederick County)
Principal	\$205.00/Hr.	\$210.00/Hr.
Project Manager	\$183.00/Hr.	\$195.00/Hr.
Senior Project Engineer - Civil	\$150.00/Hr.	\$150.00/Hr.

STRATEGIC PLAN ALIGNMENT:

Goal #2 – Operational Excellence: Enhance community programs and services by strengthening services and programs with adequate staffing and technical expertise

Engaging specialized engineers with extensive knowledge of the town infrastructure provides Town staff with the tools and expertise needed to upgrade and maintain operations for both the water distribution and sewer collection systems.

Goal #5 – Public Service Readiness: Use the Town’s guiding documents to plan and provide for current/future infrastructure needs. Plan upgrades and enhancements to the Town’s infrastructure to ensure the growth and development can be accommodated.

Coordination with experienced engineering professionals for water and sewer plan review, system analysis, and development evaluation enables the Town to make well-informed decisions regarding both current operations and future utility infrastructure demands.

SUSTAINABILITY CONSIDERATIONS:

Maintaining partnerships with qualified engineering professionals supports sustainable decision-making related to water and sewer infrastructure upgrades and future development. These partnerships help ensure infrastructure investments are efficient, resilient, and capable of meeting the long-term needs of Town residents. Utilizing an existing piggyback contract also promotes fiscal sustainability by avoiding the need for a separate procurement process and leveraging competitively awarded contract terms.

ADA CONSIDERATIONS:

McCrone, Inc., has extensive experience in designing water and sewer infrastructure projects that comply with federal accessibility standards. When engineering services involve public facilities, construction projects, or infrastructure improvements that may impact



pedestrian access or public rights-of-way, McCrone will incorporate ADA design standards and compliance requirements into project specifications and plans.

The Town will ensure that any water and sewer infrastructure projects designed under this contract that affect sidewalks, pedestrian pathways, or public access points will meet current ADA standards for accessible routes, detectable warnings, and grade requirements. McCrone will be required to include ADA compliance considerations in all engineering plans, specifications, and construction documents where applicable.

For projects involving utility construction or repairs in public areas, temporary accessibility during construction will be maintained through proper traffic control and pedestrian management plans that comply with ADA requirements. The engineering services contract supports the Town's commitment to ensuring all municipal infrastructure projects maintain accessibility for residents and visitors with disabilities throughout the planning, design, and construction phases.

RECOMMENDED ACTION:

Adopt Resolution 26-05, "Engineering Services – Water and Sewer Lines," authorizing the Town Manager to execute a contract for the continuation of professional engineering services with McCrone through piggybacking on Frederick County's contract for water and sewer line engineering services.

ATTACHMENTS:

- Frederick County Contract Services Agreement No. 24-009A, "Engineering Services for Water and Sewer Lines"
- Frederick County renewal (January 22, 2026 – January 21, 2027)

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-05

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

A RESOLUTION concerning

Engineering Services – Water and Sewer Lines

FOR the purpose of authorizing the Town Manager to enter into a contract agreement for Engineering Services for Town Water and Sewer Lines; and all matters related thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata desires to effectively and efficiently provide high quality and reliable services to the citizens of the Town; and

WHEREAS, the Town has a significant investment in its water and sewer infrastructure that enables it to provide these services to its customers; and

WHEREAS, the Town strives to maintain and upgrade its infrastructure to the highest standards; and

WHEREAS, the Town has contracted with Design Teams, Inc., of Annapolis, Maryland, doing business as McCrone, for engineering services related to water and sewer lines; and

WHEREAS, Town staff have identified the engineering services provided by McCrone as integral to continued installations and upgrades of water and sewer lines and infrastructure; and.

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, Town Code, Chapter 43, Section 43-2 C., provides for provisions for expenditures which are exempt from the sealed bid requirements of § C8-23 if “Items, services, materials and goods purchased from a person who is supplying that same item,

Resolution 26-05

service, material or good to another governmental entity, if the total price or price per unit, as applicable, to be paid by the town is not more than the total price or price per unit to be paid by the other governmental entity and if the price to be paid by the other governmental entity has been established by a competitive bidding process conducted by the other governmental entity or by a purchasing cooperative or alliance that bids procurements on a volume basis for state and local governments”; and

WHEREAS, Town staff has identified the pricing offered to Frederick County by McCrone under Contract Services Agreement No. 24-009A, “Engineering Services for Water and Sewer Lines,” as the best option.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a Contract Agreement for engineering services with McCrone, for Engineering Services for Water and Sewer Lines, under the terms defined under Frederick County Contract Services Agreement No. 24-009A, “Engineering Services for Water and Sewer Lines,” attached hereto as Attachment 1, and under the terms defined in Frederick County Government Contract Renewal for RFP #24-009A, Engineering Services for Water and Sewer Lines, attached hereto as Attachment 2.

Resolution 26-05

BE IT FURTHER RESOLVED that Frederick County Contract Services Agreement No. 24-009A, "Engineering Services for Water and Sewer Lines," attached hereto as Attachment 1, and Frederick County Government Contract Renewal for RFP #24-009A, Engineering Services for Water and Sewer Lines, attached hereto as Attachment 2, are hereby adopted and incorporated herein by reference.

ADOPTED AND APPROVED by the Council of the Town of La Plata on this ____ day of _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk
Date: _____

Tyjon C. Johnson, Councilman

FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT NO. 24-009A

ENGINEERING SERVICES FOR WATER AND SEWER LINES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into 22nd day of January, 2024, and is by and between Frederick County, Maryland, 12 East Church Street, Frederick, Maryland 21701, a body corporate and politic of the State of Maryland, (herein "County") and *Design Teams, Inc., dba McCrone* (herein "Contractor") 20 Ridgely Avenue, Suite 201, Annapolis, Maryland, 21401. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the original solicitation and its original response, incorporated herein by reference or attachment, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. Assignment of work shall be at the sole discretion of the County. The Contractor understands that work and the distribution of work is at the sole discretion of the County and an equal distribution of work is not guaranteed.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted

with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million US Dollars (\$1,000,000) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month. The County will not be subject to late fees, fees for use of credit card payment, or additional fees of any kind at any time during the Agreement period in accordance with the herein referenced solicitation.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.3 Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect for an initial period of one year after approval and proper execution of the contract documents, with a renewal option for four additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The successful Contractor will be notified prior to the end of the contract term if the contract is to be renewed.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Rob Sell. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Procurement & Contracting of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer

shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent Contractor of the County and shall remain at all times as to the County a wholly independent Contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the County. The County shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "C", attached hereto and incorporated by reference.

5.1.1 All of the above policies of insurance required shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

5.1.2 The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.1.3 In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. The Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

5.2.1 Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

5.2.2 Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation; and

5.2.3 In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents and Data. All drawings, specifications, reports, records, documents, data and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement in a format acceptable to the County, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents and Data. The drawings, specifications, reports, records, documents, data and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the

Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination first by the Director of P&C, then to a determination of questions of fact by the Contractor Responsibility Board. The decisions of the Contractor Responsibility Board are subject to review on the record by the Circuit Court of Frederick County.

7.2.1 A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by the Director of P&C. The decision of the Director of P&C to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

7.2.2 The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

7.2.3 Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

7.2.4 Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.2.5 At any time during the performance of the contract, the Contractor may contact the Director of P&C to request to be included in the agenda of the Contractor Responsibility Board to present information, lodge a complaint, or be heard for any reason.

7.3 Retention of Funds. The Contractor hereby authorizes the County to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the County for any losses, costs, liabilities, or damages suffered by the County, and (ii) all amounts for which the County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to

obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure deficiencies or failures.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and the County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.9 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. The Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor

shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

9.1.1 for the County: Frederick County, Maryland
Office of Procurement & Contracting
Attention to: Brian Stieg
12 East Church Street
Frederick, Maryland 21701
Office Phone: 301-600-6702
Email: bstieg@frederickcountymd.gov

With a copy to: Frederick County, Maryland
Division of Water and Sewer Utilities
Attention to: Bryan Burke
4520 Metropolitan Court
Frederick, Maryland 21704
Office Phone: 301-600-2962
Email: bjburke@frederickcountymd.gov

9.1.2 for the Contractor: Design Teams, inc. dba McCrone
Attention to: Rob Sell
20 Ridgely Avenue, Suite 201
Annapolis, Maryland, 21401
Office Phone: 410-267-8621
Email: rsell@mccrone-engineering.com

9.1.3 Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Signatures on next page.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date above.

SIGNATURE SECTION

COUNTY:

ATTEST:

Frederick County, Maryland

A body corporate and politic of the State of Maryland

By:



By:

Diane Fouché

Diane Fouché, Director, Procurement and Contracting

CONTRACTOR:

Contractor Legal Name (as it appears on BUSINESS LICENSE): _____

Contractor Address: 20 Ridgely Avenue, Suite 201, Annapolis, MD 21401

Phone: 410-267-8621 Email: rsell@mccrone-engineering.com

Contractor's Signatory PRINTED NAME: Robert Sell

Check one: ☐ Individual
☐ Partnership
☐ Corporation

By: *[Signature]*
Signature of Authorized Representative (notarized)

NOTARY:

Notary Name: K.A. Connolly Title: Notary

Address: 20 Ridgely Ave. Suite 201

State of: Maryland County of: Prince George's

On this date: Dec 29, 2023 before me, this person: Robert Sell

personally appeared and proved to me on the basis of this satisfactory evidence: Driver's License

to be the person whose name is subscribed to herein and acknowledged to me that they executed this document in their authorized capacity as signatory for named company. WITNESS my hand and official seal.

Notary Signature: *K.A. Connolly* Notary Seal:

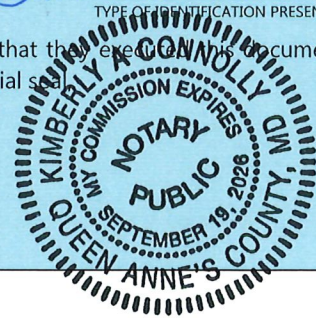


EXHIBIT "A"
SCOPE OF SERVICES

1.0 BACKGROUND: This agreement is for the provision of engineering services for water and sewer lines in accordance with the terms, conditions and specifications of the original solicitation.

2.0 STATEMENT OF WORK:

2.1 **Kinds of Services to be Performed:** The intent of this Contract is to provide for a wide variety of water/sewer lines engineering design services, however, the following list of services are representative of the kinds of tasks that are most likely to be requested. The Contractor (including any and all sub-contractors), shall provide a minimum 48 hours' notice prior to entering on County property for the purpose of preparing or executing an assigned Task Order.

- 2.1.1 Water Supply Lines
- 2.1.2 Wastewater Conveyance Lines
- 2.1.3 Design of Sediment and Erosion Control Measures
- 2.1.4 Hydraulic/Hydrologic Analysis
- 2.1.5 Access Road Design (Water/Wastewater Facility)
- 2.1.6 Drafting of Plans
- 2.1.7 Surveying
- 2.1.8 Request for Proposal Preparation
- 2.1.9 Obtaining Permits for Proposed Work
- 2.1.10 Development of Right-of-Way and Easement Plats, Descriptions
- 2.1.11 Feasibility Studies
- 2.1.12 Constructability Review of Construction Documents
- 2.1.13 Material Testing
- 2.1.14 Cost Estimating Services
- 2.1.15 Geotechnical Services
- 2.1.16 Archeological Services
- 2.1.17 Ecology Services
- 2.1.18 Geology Services
- 2.1.19 Expert Testimony
- 2.1.20 GIS (Geographic Information Systems) Services

2.2 **Use of Sub-Contractors:**

2.2.1 The aforementioned services are intended to identify the services anticipated to be most frequently utilized by the County. The County will pay for these services at the unit prices bid. This contract allows the Contractor to hire outside design subcontractors as deemed necessary to fulfill the scope of services described in the Task Order. Core subcontractors are listed in the Task Order Fee Schedule. Information on "specialty" subcontractors, such as a security consultant, library planner, lighting consultant, acoustical engineer, etc. (to give a few examples), shall be furnished on an as-needed basis. During the period of this contract, the Contractor may substitute other subcontractors for those identified subject to review and approval by the Project Manager, with no increase in the approved billing rates.

- 2.2.2 All work performed under this Contract shall be done by, or under the guidance of, qualified design professionals licensed to practice in the State of Maryland. Final construction documents (if applicable) consisting of plans, drawings, specifications, etc. shall be signed and sealed by registered architects and engineers as may be appropriate.
- 2.3 **Meetings Involved:** Unless agreed to otherwise, the Contractor's Task Order proposals should include the time and costs associated with meetings with appropriate County staff and other interested parties as may be required during the execution of the Task Order work. Meetings can consist of Phone Conferences, Video Conferences, and In Person Meetings (Some In Person Meetings will be required). Such meetings may include, but are not necessarily limited to:
- 2.3.1 Meetings with County staff to assess and confirm the spatial and programming needs of the project.
- 2.3.2 Meetings and presentations associated with the development of the design and preparation of construction documents.
- 2.3.3 Meetings with County staff to review design submissions as may be required at various stages during the design process.
- 2.3.4 Presentation of findings to the County Executive, other elected officials, or the general public.
- 2.3.5 If applicable, attendance at regularly scheduled progress meetings during the construction of a project.
- 2.4 **Project Reviews:**
- 2.4.1 Projects requiring full design and engineering services will be formally reviewed by the appropriate County staff at various stages of the design as indicated by the Task Order. Throughout the course of any project, the Contractor shall apprise the Project Manager of the progress of work and of any changes in the scope of the project. Any deviations made from previously approved concepts must first be approved by the County's Project Manager before proceeding.
- 2.4.2 The County's review of the construction documents is for the sole purpose of confirming that the program requirements, County design standards, and procurement regulations have been complied with and incorporated into the documents and to authorize the project to proceed to the next phase in the construction procurement process. This review shall in no way relieve the Contractor of its responsibility for the technical adequacy, accuracy, professional quality, completeness, and coordination of the design, drawings, specifications and other work or services furnished under this contract, nor does this review serve as a substitute for the Contractor's own quality control and quality assurance programs.
- 2.5 **Permits and Approvals:**
- 2.5.1 If required by the Task Order, the Contractor shall prepare, apply for, and obtain all (non-trade) construction permits and approvals required for the project, which are customarily obtained prior to the start of construction. Permits and associated utility work shall be coordinated and approved so as not to delay the project schedule. The County will typically not release a project for bid until all required permits and approvals are obtained. Permits and approvals shall include, but are not necessarily limited to: Soil Conservation District approval of sediment and erosion control, County or City approval of storm water management and improvement plans, Planning and Zoning approval of site plans, Fire

Marshall and Life Safety approval, Grading Permit, and other Federal/State Environmental permits that may be applicable. The cost of fees associated with obtaining the permits and approvals, will be paid by the County. The Contractor shall contact and coordinate with the necessary utility companies and other interested public agencies.

2.6 **ADA Compliance:**

- 2.6.1 It is provided under the ADA and mandated by the Frederick County Government that effective January 26, 1992, all new and renovation projects be designed and constructed in strict compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) to the fullest extent possible. This includes all required interior and exterior signage.
- 2.6.2 The County recognizes that there may be special situations in renovation projects where full compliance with the ADAAG requirements may not be feasible due to existing structural or other physical conditions. Should this case arise, the Contractor shall notify the County's Project Manager and disclose the full details of the impact or hardship caused by maintaining full compliance with the guidelines. The County will take each case under consideration and will advise the Contractor of the appropriate course of action. The County will have the final determination in matters regarding exceptions to the ADAAG requirements. If required, the Contractor shall apply for and submit the necessary documentation to obtain a waiver to the ADA guidelines.

2.7 **Bidding Phase Services:**

- 2.7.1 If required by the Task Order, the Contractor shall prepare the bidding documents for the project consisting of the contract drawings, specifications, and final engineer's construction cost estimate.
- 2.7.2 A representative for the Contractor shall attend the Pre-Bid meeting for the project. The representative attending the meeting shall be thoroughly familiar with all aspects of the project. The County will notify the Contractor of the time, date, and location of the Pre-Bid meeting. The Contractor's representative at the Pre-Bid meeting shall be the County's point of contact during the bidding process. The Contractor shall provide written clarifications, as needed, pertaining to the project plans and specifications during bidding of the project. The Contractor shall provide the clarifications in writing and shall prepare all addenda for the project, and shall review all bids, prepare a bid tabulation, and provide a bid award recommendation to the County.

2.8 **Construction Phase Services:**

- 2.8.1 If required by the Task Order, a representative for the Contractor shall attend the preconstruction meeting for the project. The representative attending the meeting shall be thoroughly familiar with all aspects of the project. The County will notify the Contractor of the time, date, and location of the preconstruction meeting. The Contractor's representative at the preconstruction meeting shall be the County's point of contact during the construction phase. The Contractor shall provide all necessary clarifications and interpretations pertaining to the project plans and specifications. When necessary, the Contractor shall prepare revision packages to issue to the construction contractor to obtain cost proposals for changed work. Plan revisions shall be properly identified and dated. The Contractor will prepare conformed contract documents (plans and specifications) and provide to the DWSU Project Manager prior to the pre-construction meeting.

- 2.8.2 The Contractor shall review and approve all shop drawings and submittals (including concrete formwork design calculations, if applicable) for the project. The Contractor shall receive all shop drawings directly from the construction manager or contractor, as directed by the Project Manager. The number of each shop drawing to be submitted by the construction contractor and the number of shop drawings to be returned to the construction contractor and the County will be determined at the preconstruction meeting.
- 2.8.3 Construction Phase services shall also include attendance at progress meetings and performing a final inspection of the project prior to substantial completion being issued to the construction contractor. Contractor shall prepare a list of punch list items and forward said list to the DWSU Project Manager.

2.9 **Geotechnical Services:**

- 2.9.1 If required for a project, the Contractor shall retain the services of a Geotechnical Contractor to perform a complete subsurface soils investigation. The cost of providing these services will be paid in accordance with the fee schedule.
- 2.9.2 The scope of geotechnical services shall include all services deemed necessary and appropriate by the Contractor and Geotechnical consultant to produce a complete and comprehensive geotechnical report representative of the site and shall include, but is not necessarily limited to, determination of boring locations, stakeout, field sampling, laboratory testing and analysis, and other collection of data as necessary. A copy of the boring location plan shall be submitted to the County's Project Manager for review prior to the start of field work. The final geotechnical report shall be submitted to the County's Project Manager.

2.10 **Surveying:**

- 2.10.1 If required for a project, the Contractor shall provide survey services necessary for the preparation of design drawings, site improvement plans, property information, easements and soil boring stakeout. All horizontal and vertical controls, alignment controls, cross-sectioning work, Geometry Table, etc. shall be based on field run surveys. ALTA surveys may also be required.
- 2.10.2 If applicable, the Contractor shall provide a stakeout of all soil boring locations required for the project. All boring locations shall be marked in the field by stakes with adequate identification of each boring. The Contractor shall supply the Geotechnical consultant with all stations, offset distances, and existing ground elevations at each boring location. Enough vertical bench marks (minimum of two), shall be supplied so that the distance between successive bench marks is less than 400 feet, and at least one bench mark is visible from anywhere within the project limits at all times.
- 2.10.3 Both horizontal and vertical control shall be clearly identified and documented for the use of the contractor for construction stake out.

2.11 **Drafting:**

- 2.11.1 Drafting standards shall adhere to those found in the Design Manual for Water and Sewer Facilities.
- 2.11.2 In addition, all construction documents shall be prepared in digital format on standard 24"x36" sheets.

- 2.11.3 When submitting final documents, the Contractor shall provide: Approved Improvement Plan (stamped approved by the Department of Development Review and Planning, and signed by all other appropriate regulatory agencies, in pdf format and Copy of files on compact disk that are AutoCAD 2018 compatible.
- 2.12 **Client Supplied Services:**
- 2.12.1 If appropriate, the County can provide the Contractor with a 1:20 scale topographical and boundary survey of the site and surrounding area in digital format on computer disk in AutoCAD and/or PDF formats.
- 2.12.2 In addition to the Construction phase services provided by the Contractor (if applicable), the County will provide full-time construction management and inspection services to the project to observe and document the construction progress on a daily basis.
- 2.13 **Ownership of Documents:** If applicable, the original drawings and specifications in print and electronic format (i.e. AutoCAD, WORD, etc.) consisting of the plans, sections, details, project manual, etc., shall become the property of Frederick County upon completion of the project. Reproducible mylar sepias will not be accepted as a substitute for the originals. All documents generated and paid for by DWSU are the singular property of the County and the Contractor shall surrender such documents to the DWSU if requested to do so at no additional cost to the County.
- 2.14 **Record Drawings:** If required for a project, the Contractor shall incorporate and appropriately identify all as-built information and conditions on the original drawings and shall furnish Record drawings to the County within thirty (30) days after substantial completion of the project. The Contractor will be furnished with a set of red-lined drawings, indicating as-built conditions prepared by the construction contractor and the County's Construction Management and inspection provider for use in preparing the original record drawings. Additionally, completed record drawings, with revision rights, shall be submitted to the Project Manager in a version of AutoCAD acceptable to the DWSU and in PDF format.
- 2.15 **Expenses:**
- 2.15.1 **Non-Reimbursable Expenses:** The following services shall be considered basic services and the expenses associated with these services shall **not be** included as part of the Consultant's Task Order fee proposal:
- 2.15.1.1 Expenses related to transportation in connection with the project, expenses in connection with out-of-town travel, and long-distance communications.
- 2.15.1.2 Expenses related to overtime work associated with a project requiring higher than regular rates.
- 2.15.1.3 Expenses related to computer-aided design and drafting equipment when used in connection with a project.
- 2.15.2 **Reimbursable Expenses:**
- 2.15.2.2 The costs associated with the following services are considered reimbursable expenses and will be paid from a predetermined lump sum allowance established as part of each Task Order Fee Proposal:
- 2.15.2.3 Expenses related to renderings, models, and mock-ups requested by the County in connection with a project.
- 2.15.2.4 Expenses related to fees charged for securing approval of authorities having jurisdiction over a project.

2.15.2.5 Reimbursable expenses must include backup and be billed on the basis of the Contractor's direct cost times a 1.10 multiplier.

- 2.16 **Billing and Payment:** Progress payments for services rendered shall be invoiced on a monthly basis in accordance with the approved rate schedule or as designated project milestones established in the approved Task Order. Each invoice shall be sent to the DWSU Project Manager and carry the Frederick County contract / Task Order numbers, purchase order number, and "remit to" address. All invoices shall include a 'progress report' to describe work performed during the specified invoice period. All invoices will be paid within thirty (30) days of receipt of the invoice unless any item thereon is in question, in which case payment for the amount in question will be withheld pending verification of the amount and validity of the charge.
- 2.17 **Additional Services:** Any redesign work that involves a fee for additional services will require authorization by the County's Project Manager and negotiation of a change order to the Task Order prior to the start of any such redesign work. It is the responsibility of the Contractor to inform the DWSU Project Manager of any work considered to be additional services so that proper authorization can be obtained and a change order for the work can be prepared and executed. The County will not pay for any unauthorized additional service work performed by the Contractor. Redesign work necessary to bring the cost of the project within the established budget or to correct design errors or omissions in the contract documents will not be considered additional service work.
- 2.18 **Procedures:** The extent and character of the work to be performed by the Contractor shall be subject to the general control and approval of the Director, Division of Water and Sewer Utilities or duly authorized representatives. The Contractor shall not comply with requests and/or orders issued by other than the representatives acting within their authority for the County.
- 2.19 **Prime Contractor:** The Contractor shall be the prime Contractor and shall be an independent firm not affiliated with any manufacturer.
- 2.20 **Sub-Consultants/Contractors:** Sub-consultants/contractors shall conform in all respects to the applicable provisions specified for the Contractors and shall further be subject to approval by the County. The County encourages the Contractor to use Frederick County firms to provide sub-consultant/contractor services when the qualifications of these firms are consistent with the requirements of the Task Order and in the best interest of the project and Frederick County.
- 2.21 **Architect/Engineer (A/E) Fixed Price Contract:**
- 2.21.1 **Responsibility of the A/E Contractor:**
- 2.21.1.1 The A/E Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all design, drawings, specifications and other services furnished by the A/E under this contract. The A/E shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services.
- 2.21.1.2 Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the

- performance of this contract, and the A/E shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the A/E's negligence or other failure to perform any of the services to be furnished under this contract.
- 2.21.1.3 The rights and remedies of the County provided for under this contract are in addition to other rights and remedies provided by law.
- 2.21.1.4 If the A/E is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 2.21.2 Liability for County Costs Resulting from Design errors or Deficiencies: A/E Contractors shall be responsible for the professional quality, technical accuracy, coordination of all services required under its contracts. A firm will be liable for county costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an A/E contract, the Project Manager (with the advice of technical personnel and legal counsel) shall consider the extent to which the A/E contractor may be reasonably liable. The Project Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest. The DWSU Project Manager will provide a written statement of the reasons for the decision to recover or not to recover the costs from the firm.
- 2.22 Note: DWSU considers all overhead, profit, preparation of Task Order proposals, equipment, traffic control, prints, transportation costs, in-house reproduction cost, computers/software/support, CAD, outside vendors, phone charges (local or long distance), postage, shipping and delivery services, etc. and any other cost not specifically mentioned as incidental and are otherwise assumed included in the pay items.
- 2.23 **Principal:** This pay item shall cover services provided by an individual with the following minimum qualifications:
- 2.23.1 A person with the highest authority within the organization.
- 2.23.2 Professional Engineering registration in the State of Maryland is desired but not mandatory.
- 2.23.3 The County will measure and pay for this item at the unit price per hour specified for the Principal pay item in the Task Order Fee Schedule.
- 2.24 **Project Manager:** This pay item shall cover services provided by an individual with the following minimum qualifications:
- 2.24.1 Seven or more years of Project Management experience.
- 2.24.2 Design Project Management experience.
- 2.24.3 Experience with Design Services during Construction.
- 2.24.4 Professional Engineering registration in the State of Maryland is desired but not mandatory.
- 2.24.5 This individual will be the County's point of contact with the Contractor. This individual shall be qualified to manage all aspects of an assigned project.
- 2.24.6 The County will measure and pay for this item at the unit price per hour specified for the Project Manager pay item in the Task Order Fee Schedule.

- 2.25 **Senior Project Engineer – Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.25.1 Five or more years of discipline specific engineering experience (refer to the Project Engineer categories listed below).
 - 2.25.2 Professional Engineering registration in the State of Maryland.
 - 2.25.3 This individual will perform Supervisory responsibilities over the Project Engineers listed below. Final construction documents (if applicable) consisting of plans, drawings, specifications, etc. shall be signed and sealed by this individual as may be appropriate.
 - 2.25.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Civil pay item in the Task Order Fee Schedule.
- 2.26 **Design Engineer – Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.26.1 Five or more years of experience in Civil design.
 - 2.26.2 Engineer in Training registration (at a minimum).
 - 2.26.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.26.3.1 Site Plan design/review.
 - 2.26.3.2 Roadway design/review.
 - 2.26.3.3 Storm drainage and Stormwater Management design/review.
 - 2.26.3.4 Sediment and Erosion Control design/review.
 - 2.26.3.5 Proposal form development.
 - 2.26.3.6 Construction Observation.
 - 2.26.3.7 Project plans and specifications development.
 - 2.26.4 The County will measure and pay for this item at the unit price per hour specified for the Design Engineer – Civil pay item in the Task Order Fee Schedule.
- 2.27 **Engineering Technician - Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.27.1 One-year minimum drafting experience with civil engineering projects.
 - 2.27.2 One-year minimum technical experience in the appropriate engineering field.
 - 2.27.3 This individual will assist the Project Manager, Senior Project Engineer, and Project Engineers in completing assigned projects.
 - 2.27.4 The County will measure and pay for this item at the unit price per hour specified for the Engineering Technician – Civil pay item in the Task Order Fee Schedule.
 - 2.27.5 If this position is a computer operator for the Contractor's CAD system, the unit price shall also include all computer system usage costs.
- 2.28 **CAD Operator:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.28.1 Three years minimum drafting experience with civil engineering projects.
 - 2.28.2 This individual will assist the Project Manager, Design Engineer, and Designers in completing assigned projects.
 - 2.28.3 The County will measure and pay for this item at the unit price per hour specified for the CAD Operator pay item in the Task Order Fee Schedule.

- 2.28.4 If this position is a computer operator for the Contractor's CAD system, the unit price shall also include all computer system usage costs.
- 2.29 **Administrative Assistant:** This item covers all word processing, clerical, and associated administration support work required to support the design team.
- 2.29.1 This individual will assist the Project Manager and/or Design Engineers in completing assigned projects.
- 2.29.2 The County will measure and pay for this item at the unit price per hour specified for the Administrative Assistant pay item in the Task Order Fee Schedule.
- 2.30 **Expert Testimony**
- 2.30.1 Expert Witness for Testimony: This individual will be qualified to provide legal testimony and be an expert witness for assigned projects, including but not limited to the scope of work listed herewith. A complete resume showing prior experience and fields of expertise shall be submitted for review and approval to the DWSU for each assigned task. This individual shall have the following minimum qualifications:
- 2.30.2 Five or more years of discipline specific engineering experience.
- 2.30.3 Registration as a Professional Engineer in the State of Maryland.
- 2.30.4 This item shall be measured and paid for at the contract unit price for the Expert Testimony bid item contained in the Task Order Fee Schedule.
- 2.31 **Landscape Architect:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.31.1 Three or more years of landscape architectural experience.
- 2.31.2 This individual will perform design work to complete assigned projects that include, but are not limited to:
- 2.31.2.1 Landscape design/review.
- 2.31.2.2 Proposal form development.
- 2.31.2.3 Construction Observation.
- 2.31.3 The County will measure and pay for this item at the unit price per hour specified for the Landscape Architect pay item in the Task Order Fee Schedule.
- 2.32 **Senior Project Engineer – Electrical:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.32.1 Five or more years of engineering design experience with electrical components of water supply, storage and treatment; wastewater treatment and disposal; and pumping station design.
- 2.32.2 Professional Engineering registration in the State of Maryland.
- 2.32.3 This individual will perform design work to complete projects that include, but are not limited to:
- 2.32.3.1 Water supply, storage, transmission and treatment electrical components design/review.
- 2.32.3.2 Wastewater collection, transmission, treatment and disposal mechanical components design/review.
- 2.32.3.3 Electrical drawings and specifications development. Proposal form development.

- 2.32.3.4 Construction Observation.
- 2.32.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Electrical pay item in the Task Order Fee Schedule.
- 2.33 **Design Engineer – Electrical:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.33.1 Three or more years of engineering design experience with electrical components of water supply, storage and treatment; wastewater treatment and disposal; and pumping station design.
 - 2.33.2 Engineer in Training registration (at a minimum).
 - 2.33.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.33.3.1 Water supply, storage, transmission and treatment electric components design/review.
 - 2.33.3.2 Wastewater collection, transmission, treatment and disposal mechanical components design/review.
 - 2.33.3.3 Electrical drawings and specifications development
 - 2.33.3.4 Proposal form development
 - 2.33.3.5 Construction Observation
 - 2.33.4 The County will measure and pay for this item at the unit price per hour specified for the Designer Engineer – Electrical pay item in the Task Order Fee Schedule.
- 2.34 **Senior Project Engineer – Structural:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.34.1 Five or more years of engineering design experience with the structural components of water distribution lines and wastewater collections systems.
 - 2.34.2 Professional Engineering registration in the State of Maryland.
 - 2.34.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.34.3.1 Water transmission structural components design/review.
 - 2.34.3.2 Wastewater collection, transmission and mechanical components design/review.
 - 2.34.3.3 Proposal form development.
 - 2.34.3.4 Construction Observation.
 - 2.34.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Structural pay item in the Task Order Fee Schedule.
- 2.35 **Design Engineer – Structural:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.35.1 Three or more years of engineering design experience with the structural components of water distribution lines and wastewater collections systems.
 - 2.35.2 Professional Engineering or Engineer in Training registration in the State of Maryland is desired but not mandatory.
 - 2.35.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.35.3.1 Water transmission structural components design/review.

- 2.35.3.2 Wastewater collection, transmission and mechanical components design/review.
- 2.35.3.3 Proposal form development.
- 2.35.3.4 Construction Observation.
- 2.35.4 The County will measure and pay for this item at the unit price per hour specified for the Design Engineer – Structural pay item in the Task Order Fee Schedule.

2.36 **Senior Project Inspector**

- 2.36.1 The Senior Project Inspector shall cover services provided by an individual with the following minimum qualifications:
 - 2.36.1.1 Five or more years of experience in inspection of water and sewer lines projects.
 - 2.36.1.2 Two years' experience and accredited certification in soil and concrete testing.
- 2.36.2 Specific requirements for these services:
 - 2.36.2.1 The hours for the required manpower effort are "On-Site Hours" only. The billing rates will be based on an eight-hour day, five days a week. The overtime rate quoted will be the hourly rate for only those hours worked in excess of 40 hours per week. No holiday compensation will be made to the inspectors on holidays not worked. No "show-up" time will be allotted to the inspectors when a project is suspended for unforeseen circumstances or weather conditions. The Inspector will complete a time sheet provided by DWSU on a weekly basis for verification. The DWSU Project Manager will verify and sign the timesheet for verification of monthly billing.
 - 2.36.2.2 All unit prices/hourly fees shall include, travel time to the initial daily project assignment and the return daily travel, mileage, overhead, office support, "show-up time" at the DWSU Project Manager discretion and out-of-pocket costs necessary to accomplish these services.
- 2.36.3 These items shall be measured and paid for at the contract unit price for the bid item contained in the Task Order Fee Schedule.

2.37 **Inspector**

- 2.37.1 The Inspector shall cover services provided by an individual with the following minimum qualifications:
 - 2.37.1.1 Five or more years of experience in inspection of water and sewer lines projects.
 - 2.37.1.2 Two years' experience and accredited certification in soil and concrete testing.
- 2.37.2 Specific requirements for these services:
 - 2.37.2.1 The hours for the required manpower effort are "On-Site Hours" only. The billing rates will be based on an eight-hour day, five days a week. The overtime rate quoted will be the hourly rate for only those hours worked in excess of 40 hours per week. No holiday compensation will be made to the Inspectors on holidays not worked. No "show-up" time will be allotted to the inspectors when a project is suspended for unforeseen circumstances or weather conditions. The Inspector will complete a time sheet provided by DWSU on a weekly basis for verification. The DWSU Project Manager will verify and sign the timesheet for verification of monthly billing.

- 2.37.2.2 All unit prices/hourly fees shall include travel time to the initial daily project assignment and the return daily travel, mileage, overhead, office support, "show-up time" at the DWSU Project Manager discretion and out-of-pocket costs necessary to accomplish these services.
- 2.37.3 These items shall be measured and paid for at the contract unit price for the bid item contained in the Task Order Fee Schedule.
- 2.38 **Registered Property Line Surveyor:** This pay item shall cover services provided by an individual within the following minimum qualifications:
 - 2.38.1 Seven or more years surveying experience.
 - 2.38.2 Valid registration with State of Maryland. The work to be performed under this item shall be limited to the direct professional services required by law for a Registered Property Line or Surveyor in the State of Maryland on such projects as the following only:
 - 2.38.2.1 Certification and/or sealing of recordable surveying documents such as boundary surveys, right-of-way plats, metes and counts descriptions, etc.
 - 2.38.2.2 Professional consultation as required and specifically ordered by the County.
 - 2.38.2.3 Professional witness services as required and specifically requested by the County.
 - 2.38.3 The County will measure and pay for this item at the unit price per hour specified for the Registered Property Line Surveyor pay item in the Task Order Fee Schedule.
- 2.39 **Registered Land Surveyor:** This pay item shall cover services provided by an individual within the following minimum qualifications:
 - 2.39.1 Seven or more years surveying experience.
 - 2.39.2 Valid registration with State of Maryland. The work to be performed under this item shall be limited to the direct professional services required by law for a Registered Property Line or Surveyor in the State of Maryland on such projects as the following only:
 - 2.39.2.1 Certification and/or sealing of recordable surveying documents such as boundary surveys, right-of-way plats, metes and counts descriptions, etc.
 - 2.39.2.2 Professional consultation as required and specifically ordered by the County.
 - 2.39.2.3 Professional witness services as required and specifically requested by the County.
 - 2.39.3 The County will measure and pay for this item at the unit price per hour specified for the Registered Land Surveyor pay item in the Task Order Fee Schedule.
- 2.40 **Survey Office Technician:** This pay item shall cover all office work required to support a survey crew including but not limited to data input/calculations, drawings, cut sheet preparation and reduction/input of field notes.
 - 2.40.1 The County will measure and pay for this item at the unit price per hour specified for the Survey Office Technician pay item in the Task Order Fee Schedule.
- 2.41 **Survey Crew (2-Person):** This pay item shall cover all office work required to support a survey crew (2-person) including but not limited to data input/calculations, drawings, cut sheet preparation and reduction/input of field notes.
 - 2.41.1 The County will measure and pay for this item at the unit price per hour specified for the Survey Crew (2-Person) pay item in the Task Order Fee Schedule.

- 2.42 **One Additional Survey Crew Member:** This pay item shall cover all services provided by an additional person on the two-person survey crew. Occasions may occur where the need arises for a third person on the survey crew. When such a need occurs the design consultant shall explain the reasons and shall add the third person only after receiving approval from the DWSU Project Manager.
- 2.42.1 The County will measure and pay for this item at the unit price per hour specified for the One Additional Survey Crew Member pay item in the Task Order Fee Schedule.
- 2.43 **Senior Project Engineer – Geotechnical:** Work associated with this item involves the use of a Registered Professional Engineer for the following types of work:
- 2.43.1 Prepare soils report.
- 2.43.2 Professional Consultation as required and specifically ordered by the County.
- 2.43.3 Professional witness services as required and specifically requested by the County.
- 2.43.4 Proposal form development.
- 2.43.5 Construction Observation.
- 2.43.6 The Professional Engineer shall be registered in the State of Maryland and shall have expertise and experience in the area of soils and foundation engineering.
- 2.43.7 This item shall be measured and paid for at the contract unit price bid per hour for the Senior Project Engineer - Geotechnical bid item contained in the Task Order Fee Schedule.
- 2.44 **Design Engineer – Geotechnical:** Work associated with this item involves the use of a Registered Professional Engineer for the following types of work:
- 2.44.1 Prepare soils report.
- 2.44.2 Professional Consultation as required and specifically ordered by the County.
- 2.44.3 Professional witness services as required and specifically requested by the County.
- 2.44.4 Proposal form development.
- 2.44.5 Construction Observation.
- 2.44.6 The Professional Engineer shall be registered in the State of Maryland and shall have expertise and experience in the area of soils and foundation engineering.
- 2.44.7 This item shall be measured and paid for at the contract unit price bid per hour for the Design Engineer - Geotechnical bid item contained in the Task Order Fee Schedule.
- 2.45 **Auger Borings:**
- 2.45.1 Work for these items involves the clearing of an area needed to take the borings, the actual auguring of the borings, the standard penetration test when required, the record keeping associated with the work and the cleaning up and restoration of the area upon completion of the boring work.
- 2.45.2 The Contractor's personnel shall exercise extreme care in the clearing of publicly and privately owned property for the purpose of taking the required borings. Any damages caused by the Contractor's operations shall be repaired at the sole expense of the design consultant.
- 2.45.3 All work associated with the taking of the augured borings shall be in accordance with AASHTO T 203-64.
- 2.45.4 A bid item for auger borings by hand held equipment has been included in the schedule of compensation. This item shall be used at sites that permit access to only hand held

auger equipment. This bid item shall be used only when authorized in writing by the DWSU.

- 2.45.5 Upon completion of the work, the Contractor's personnel shall suitably fill and compact all boring holes. Contractor shall backfill holes to the satisfaction of the County. It is extremely important that all backfilled holes be suitably compacted in areas subjected to pedestrian or vehicular traffic as well as in fields used by livestock. All borings in paved areas shall be backfilled with a paving material to match the surrounding area.
- 2.45.6 The Contractor shall be solely responsible for all damages or injuries resulting from inadequate backfilling and/or compaction of boring holes.
- 2.45.7 This item shall be measured and paid for at the contract unit price bid per vertical foot for the pertinent auger boring bid item contained in the Task Order Fee Schedule. Such payment will be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as specified in this special provision. Additionally, all costs associated with maintenance of traffic while obtaining a boring shall be included in this bid price.
- 2.45.8 The unit price bid for auger borings item shall also include all costs for mobilization for the work associated with this item.

2.46 **Hand Augured Borings:**

- 2.46.1 See item 2.45.4 above

2.47 **Core Borings:**

- 2.47.1 Work associated with this item involves the clearing of an area needed to take the borings, the actual core drilling of rock for the purpose of securing intact samples and determining the depth of sound rock, the recording keeping associated with the work and the cleaning up and restoration of the area upon completion of the work.
- 2.47.2 All work associated with this item shall be done in accordance with AASHTO T 225-75.
- 2.47.3 Upon completion of the work, the Contractor's personnel shall suitably fill and compact all boring holes. It is extremely important that all backfilled holes be suitably compacted in areas subjected to pedestrian or vehicular traffic as well as in fields used by livestock. All borings in paved areas shall be backfilled with a paving material to match the surrounding area.
- 2.47.4 The Contractor shall be solely responsible for all damages or injuries resulting from inadequate backfilling and/or compaction of boring holes.
- 2.47.5 This item will be measured and paid for at the contract unit price bid per vertical foot for the coring boring item contained in the Task Order Fee Schedule. Measurement and payment shall be only for that portion of the hole that is cored and not for any part of the hole dug by auguring or other means. Such payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as specified in this special provision.

2.48 **Soils Report:**

- 2.48.1 Work associated with this item involves the written summary of all data compiled as a result of the soils investigation at a specific site.

- 2.48.2 The report shall be written, sealed and signed by a professional engineer registered in the State of Maryland with expertise and experience in the area of soils and foundation engineering.
 - 2.48.3 One digital (pdf) and one hard copy (Paper) copy of all soil reports shall be supplied to the DWSU.
 - 2.48.4 The report shall include and summarize the results of all field investigations and laboratory tests of soils at a specific site. The report shall address any problems that may be encountered during construction and shall make specific recommendations on the resolution of such problems and the adequacy of the chosen site for the proposed construction. Such items as depth of foundation, allowable foundation bearing pressure, type of foundation, pile tip elevation, etc. shall be included in the report.
 - 2.48.5 The Contractor shall also prepare the logs of boring. The boring logs shall be grouped on the individual sheets as directed by DWSU and shall be arranged in logical sequence. Lettering shall be printed in ink. Conventional, symbols, titles, and character of drafting for the drawings shall be used.
 - 2.48.6 The soil classification description used on the final log shall be made by or verified by the Professional Engineer. Classifications and descriptions made by the drillers in the field will be permitted on the final log, provided the Professional Engineer has verified them. The original of the logs shall be delivered to DWSU within 15 days after the completion of the fieldwork.
 - 2.48.7 All soils investigated or sampled on any project shall be classified as per AASHTO M 145-73 and such classification shall be stated in the report.
 - 2.48.8 This item shall be measured and paid for at the contract unit price bid per each for Soils Report bid item contained in the Task Order Fee Schedule. Such payment shall be full compensation for all labor, equipment, materials and incidentals needed to complete the work outlined in this special provision.
 - 2.48.9 The Contractor will advise DWSU if the soil investigation and/or a soil report is needed for a specific site and the reason. A soil investigation and/or a soil report will be executed and paid for after the approval by DWSU.
- 2.49 **Senior Project Engineer/Environmental Scientist:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.49.1 Three or more years of experience in Civil/Environmental design.
 - 2.49.2 Professional Engineering or Engineer-in-Training registration in the State of Maryland is desired but not mandatory.
 - 2.49.3 This individual will assist the Project Manager in completing assigned projects that include, but are not limited to:
 - 2.49.3.1 Environmental Compliance.
 - 2.49.3.2 Groundwater, Surface Water, Leachate management. Air Quality, landfill gas management.
 - 2.49.3.3 Permitting process.
 - 2.49.4 The County will measure and pay for this item at the unit price per hour specified for the Mid-Level Project Engineer/Environmental Scientist pay item in the Task Order Fee Schedule.
- 2.50 **Ecologist:** This item shall cover services provided by an individual with the following minimum qualifications:

- 2.50.1 Three years minimum technical experience in the appropriate field.
 - 2.50.2 This individual will assist the Project Manager and/or Design Engineers in completing assigned projects that include, but are not limited to:
 - 2.50.2.1 Wetlands determination.
 - 2.50.2.2 Wetlands mitigation.
 - 2.50.3 The County will measure and pay for this item at the unit price per hour specified for the Ecologist pay item in the Task Order Fee Schedule.
- 2.51 **Geologist/Hydrologist:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.51.1 Three years minimum of hydrogeological design experience with groundwater supply, characteristics, testing, withdrawal, contamination and travel.
 - 2.51.2 This individual will assist the Project Manager in completing assigned projects that include, but are not limited to:
 - 2.51.2.1 Well testing programs Water withdrawal Permits 3
 - 2.51.2.2 Water balance analysis
 - 2.51.2.3 Minimum stream flow analysis
 - 2.51.2.4 Well location analysis
 - 2.51.2.5 Hydrogeological reports Permits
 - 2.51.3 The County will measure and pay for this item at the unit price per hour specified for the Geologist/Hydrologist pay item in the Task Order Fee Schedule.
- 2.52 **Field Technician:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.52.1 Three years minimum of field testing experience with groundwater supply, characteristics, testing and withdrawal.
 - 2.52.2 This individual will assist the Project Manager in completing assigned projects that include Water Supply Hydrogeological Services.
 - 2.52.3 The County will measure and pay for this item at the unit price per hour specified for the Field Technician pay item in the Task Order Fee Schedule.
- 2.53 **Reproduction Services: 24" x 36" Blueline Drawings (include stapling and binding, price per sheet).**
- 2.53 **Reproduction Services: 8½" x 11" Specification Booklet covers and bindings (price per each):** These items 58 – 60 will be measured and paid for at the contract unit prices bid items contained in the Task Order Fee Schedule.

EXHIBIT "B"
SCHEDULE OF COMPENSATION

Task Order Fee Schedule

Item #	Description of Items	Unit	Unit Price
2.23	Principal	Per Hour	\$210
2.24	Project Manager	Per Hour	\$195
2.25	Senior Project Engineer- Civil	Per Hour	\$150
2.26	Design Engineer - Civil	Per Hour	\$135
2.27	Engineering Technician - Civil	Per Hour	\$135
2.28	CAD Operator	Per Hour	\$110
2.29	Administrative Assistant	Per Hour	\$70
2.30	Expert Testimony	Per Hour	\$225
2.31	Landscape Architect	Per Hour	\$150
2.34	Senior Project Engineer- Structural	Per Hour	\$120
2.35	Design Engineer- Structural	Per Hour	\$95
2.36	Senior Project Inspector	Per Hour	\$80
2.37	Inspector	Per Hour	\$65
2.39	Registered Land Surveyor	Per Hour	\$150
2.40	Survey Office Technician	Per Hour	\$110
2.41	Survey Crew (2-Person)	Per Hour	\$160
2.42	One Additional Survey Crew Member	Per Hour	\$30
2.43	Senior Project Engineer- Geotechnical	Per Hour	\$165
2.44	Design Engineer- Geotechnical	Per Hour	\$110
2.45	Auger Borings	Vert. Foot	\$30.50
2.46	Hand Augured Borings	Vert. Foot	\$20
2.47	Core Borings	Vert. Foot	\$95
2.48	Soils Report	Each	\$2,000
2.49	Senior Project Engineer/ Environmental Scientist	Per Hour	\$145
2.50	Ecologist	Per Hour	\$120
2.51	Geologist / Hydrologist	Per Hour	\$120
2.52	Field Technician	Per Hour	\$90
2.53	24" x 36" Plan Sheet	Per Sheet	\$3.60
2.54	Photocopy (8-1/2" x 11")	Per Sheet	\$0.10

EXHIBIT "C"
Insurance

Work under this Agreement is contingent upon receipt and continuing coverage of the policies as stated herein, which shall be evidenced by a Certificate of Insurance naming Frederick County, Maryland and approval of such by the Office of Risk Management.

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland must be added as an Additional Insured.

AUTO LIABILITY coverage with minimum limits of:

\$1,000,000 Combined Single Limit or

\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

Frederick County, Maryland must be added as an Additional Insured.

WORKERS' COMPENSATION coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:

\$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy

OR, if there are no employees, Workers' Compensation Waivers must be completed.

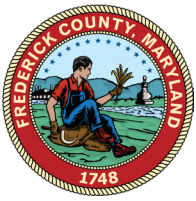
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 Aggregate

PLEASE NOTE THE FOLLOWING:

1. **A certificate of insurance showing these coverages must be provided to Frederick County Risk Management Office. The Certificate Holder must be:**
Frederick County, Maryland
Risk Management Office
12 East Church Street
Frederick, MD 21701
2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.

8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Office.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.



FREDERICK COUNTY GOVERNMENT

OFFICE OF PROCUREMENT & CONTRACTING

RESOLUTION 26-05

Attachment 2

Jessica Fitzwater

County Executive

Justin Hedges, CPPB, PMP, Acting Director

January 9, 2026

Via Email

Design Teams, Inc. dba McCrone
Attention to: Robert Sell
20 Ridgely Ave, Suite 201
Annapolis, Maryland, 21401

Subject: Contract Renewal for RFP #24-009A, Engineering Services for Water and Sewer Lines

Dear Robert Sell:

The County is exercising its second renewal option of the subject contract. This is the second of four renewal options for this contract. This renewal will be in effect from January 22, 2026, through January 21, 2027, under all of the same terms and conditions set forth in the original.

The Certificate of Insurance must remain in effect throughout the entire contract period. Failure to maintain the proper required insurance will result in breach of contract.

If you have any questions concerning this matter, please contact me.

Respectfully,

Laura Schug, MBA, CPPB
Procurement Analyst III

JWH:lgs

Cc: File

FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT NO. 24-009A

ENGINEERING SERVICES FOR WATER AND SEWER LINES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into 22nd day of January, 2024, and is by and between Frederick County, Maryland, 12 East Church Street, Frederick, Maryland 21701, a body corporate and politic of the State of Maryland, (herein "County") and *Design Teams, Inc., dba McCrone* (herein "Contractor") 20 Ridgely Avenue, Suite 201, Annapolis, Maryland, 21401. The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the original solicitation and its original response, incorporated herein by reference or attachment, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. Assignment of work shall be at the sole discretion of the County. The Contractor understands that work and the distribution of work is at the sole discretion of the County and an equal distribution of work is not guaranteed.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted

with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services. County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Million US Dollars (\$1,000,000) (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month. The County will not be subject to late fees, fees for use of credit card payment, or additional fees of any kind at any time during the Agreement period in accordance with the herein referenced solicitation.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.3 Term. Unless earlier terminated in accordance with Section 7.7 of this Agreement, this Agreement shall continue in full force and effect for an initial period of one year after approval and proper execution of the contract documents, with a renewal option for four additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The successful Contractor will be notified prior to the end of the contract term if the contract is to be renewed.

4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith: Rob Sell. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Director of Procurement & Contracting of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer

shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 Independent Contractor. Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent Contractor of the County and shall remain at all times as to the County a wholly independent Contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the County. The County shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "C", attached hereto and incorporated by reference.

5.1.1 All of the above policies of insurance required shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

5.1.2 The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.1.3 In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 Indemnification. The Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

5.2.1 Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

5.2.2 Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation; and

5.2.3 In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6.0 REPORTS AND RECORDS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 Ownership of Documents and Data. All drawings, specifications, reports, records, documents, data and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement in a format acceptable to the County, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 Release of Documents and Data. The drawings, specifications, reports, records, documents, data and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 Maryland Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the

Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes. In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination first by the Director of P&C, then to a determination of questions of fact by the Contractor Responsibility Board. The decisions of the Contractor Responsibility Board are subject to review on the record by the Circuit Court of Frederick County.

7.2.1 A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by the Director of P&C. The decision of the Director of P&C to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

7.2.2 The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

7.2.3 Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

7.2.4 Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

7.2.5 At any time during the performance of the contract, the Contractor may contact the Director of P&C to request to be included in the agenda of the Contractor Responsibility Board to present information, lodge a complaint, or be heard for any reason.

7.3 Retention of Funds. The Contractor hereby authorizes the County to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the County for any losses, costs, liabilities, or damages suffered by the County, and (ii) all amounts for which the County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the County as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action. Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to

obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

7.7 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure deficiencies or failures.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and the County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.

7.9 Termination for Non-appropriation. If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of County Officers and Employees. No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenants Against Discrimination. The Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor

shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

9.1.1 for the County: Frederick County, Maryland
Office of Procurement & Contracting
Attention to: Brian Stieg
12 East Church Street
Frederick, Maryland 21701
Office Phone: 301-600-6702
Email: bstieg@frederickcountymd.gov

With a copy to: Frederick County, Maryland
Division of Water and Sewer Utilities
Attention to: Bryan Burke
4520 Metropolitan Court
Frederick, Maryland 21704
Office Phone: 301-600-2962
Email: bjburke@frederickcountymd.gov

9.1.2 for the Contractor: Design Teams, inc. dba McCrone
Attention to: Rob Sell
20 Ridgely Avenue, Suite 201
Annapolis, Maryland, 21401
Office Phone: 410-267-8621
Email: rsell@mccrone-engineering.com

9.1.3 Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid

judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

Signatures on next page.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date above.

SIGNATURE SECTION

COUNTY:

ATTEST:

Frederick County, Maryland

A body corporate and politic of the State of Maryland

By:



By:

Diane Fouché

Diane Fouché, Director, Procurement and Contracting

CONTRACTOR:

Contractor Legal Name (as it appears on BUSINESS LICENSE): _____

Contractor Address: 20 Ridgely Avenue, Suite 201, Annapolis, MD 21401

Phone: 410-267-8621 Email: rsell@mccrone-engineering.com

Contractor's Signatory PRINTED NAME: Robert Sell

Check one: ☐ Individual
☐ Partnership
☐ Corporation

By: *[Signature]*
Signature of Authorized Representative (notarized)

NOTARY:

Notary Name: *Kimberly A Connolly* Title: *Notary*

Address: *20 Ridgely Ave. Suite 201*

State of: *Maryland* County of: *Prince Georges*

On this date: *Dec 29, 2023* before me, this person: *Robert Sell*

personally appeared and proved to me on the basis of this satisfactory evidence: *Driver License*

to be the person whose name is subscribed to herein and acknowledged to me that they executed this document in their authorized capacity as signatory for named company. WITNESS my hand and official

Notary Signature: *Kimberly A Connolly* Notary Seal:

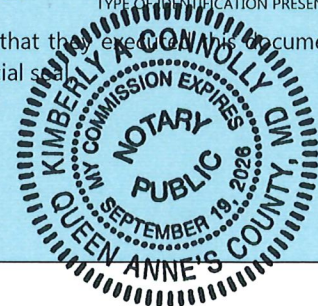


EXHIBIT "A"
SCOPE OF SERVICES

1.0 BACKGROUND: This agreement is for the provision of engineering services for water and sewer lines in accordance with the terms, conditions and specifications of the original solicitation.

2.0 STATEMENT OF WORK:

2.1 **Kinds of Services to be Performed:** The intent of this Contract is to provide for a wide variety of water/sewer lines engineering design services, however, the following list of services are representative of the kinds of tasks that are most likely to be requested. The Contractor (including any and all sub-contractors), shall provide a minimum 48 hours' notice prior to entering on County property for the purpose of preparing or executing an assigned Task Order.

- 2.1.1 Water Supply Lines
- 2.1.2 Wastewater Conveyance Lines
- 2.1.3 Design of Sediment and Erosion Control Measures
- 2.1.4 Hydraulic/Hydrologic Analysis
- 2.1.5 Access Road Design (Water/Wastewater Facility)
- 2.1.6 Drafting of Plans
- 2.1.7 Surveying
- 2.1.8 Request for Proposal Preparation
- 2.1.9 Obtaining Permits for Proposed Work
- 2.1.10 Development of Right-of-Way and Easement Plats, Descriptions
- 2.1.11 Feasibility Studies
- 2.1.12 Constructability Review of Construction Documents
- 2.1.13 Material Testing
- 2.1.14 Cost Estimating Services
- 2.1.15 Geotechnical Services
- 2.1.16 Archeological Services
- 2.1.17 Ecology Services
- 2.1.18 Geology Services
- 2.1.19 Expert Testimony
- 2.1.20 GIS (Geographic Information Systems) Services

2.2 **Use of Sub-Contractors:**

2.2.1 The aforementioned services are intended to identify the services anticipated to be most frequently utilized by the County. The County will pay for these services at the unit prices bid. This contract allows the Contractor to hire outside design subcontractors as deemed necessary to fulfill the scope of services described in the Task Order. Core subcontractors are listed in the Task Order Fee Schedule. Information on "specialty" subcontractors, such as a security consultant, library planner, lighting consultant, acoustical engineer, etc. (to give a few examples), shall be furnished on an as-needed basis. During the period of this contract, the Contractor may substitute other subcontractors for those identified subject to review and approval by the Project Manager, with no increase in the approved billing rates.

2.2.2 All work performed under this Contract shall be done by, or under the guidance of, qualified design professionals licensed to practice in the State of Maryland. Final construction documents (if applicable) consisting of plans, drawings, specifications, etc. shall be signed and sealed by registered architects and engineers as may be appropriate.

2.3 **Meetings Involved:** Unless agreed to otherwise, the Contractor's Task Order proposals should include the time and costs associated with meetings with appropriate County staff and other interested parties as may be required during the execution of the Task Order work. Meetings can consist of Phone Conferences, Video Conferences, and In Person Meetings (Some In Person Meetings will be required). Such meetings may include, but are not necessarily limited to:

2.3.1 Meetings with County staff to assess and confirm the spatial and programming needs of the project.

2.3.2 Meetings and presentations associated with the development of the design and preparation of construction documents.

2.3.3 Meetings with County staff to review design submissions as may be required at various stages during the design process.

2.3.4 Presentation of findings to the County Executive, other elected officials, or the general public.

2.3.5 If applicable, attendance at regularly scheduled progress meetings during the construction of a project.

2.4 **Project Reviews:**

2.4.1 Projects requiring full design and engineering services will be formally reviewed by the appropriate County staff at various stages of the design as indicated by the Task Order. Throughout the course of any project, the Contractor shall apprise the Project Manager of the progress of work and of any changes in the scope of the project. Any deviations made from previously approved concepts must first be approved by the County's Project Manager before proceeding.

2.4.2 The County's review of the construction documents is for the sole purpose of confirming that the program requirements, County design standards, and procurement regulations have been complied with and incorporated into the documents and to authorize the project to proceed to the next phase in the construction procurement process. This review shall in no way relieve the Contractor of its responsibility for the technical adequacy, accuracy, professional quality, completeness, and coordination of the design, drawings, specifications and other work or services furnished under this contract, nor does this review serve as a substitute for the Contractor's own quality control and quality assurance programs.

2.5 **Permits and Approvals:**

2.5.1 If required by the Task Order, the Contractor shall prepare, apply for, and obtain all (non-trade) construction permits and approvals required for the project, which are customarily obtained prior to the start of construction. Permits and associated utility work shall be coordinated and approved so as not to delay the project schedule. The County will typically not release a project for bid until all required permits and approvals are obtained. Permits and approvals shall include, but are not necessarily limited to: Soil Conservation District approval of sediment and erosion control, County or City approval of storm water management and improvement plans, Planning and Zoning approval of site plans, Fire

Marshall and Life Safety approval, Grading Permit, and other Federal/State Environmental permits that may be applicable. The cost of fees associated with obtaining the permits and approvals, will be paid by the County. The Contractor shall contact and coordinate with the necessary utility companies and other interested public agencies.

2.6 **ADA Compliance:**

- 2.6.1 It is provided under the ADA and mandated by the Frederick County Government that effective January 26, 1992, all new and renovation projects be designed and constructed in strict compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) to the fullest extent possible. This includes all required interior and exterior signage.
- 2.6.2 The County recognizes that there may be special situations in renovation projects where full compliance with the ADAAG requirements may not be feasible due to existing structural or other physical conditions. Should this case arise, the Contractor shall notify the County's Project Manager and disclose the full details of the impact or hardship caused by maintaining full compliance with the guidelines. The County will take each case under consideration and will advise the Contractor of the appropriate course of action. The County will have the final determination in matters regarding exceptions to the ADAAG requirements. If required, the Contractor shall apply for and submit the necessary documentation to obtain a waiver to the ADA guidelines.

2.7 **Bidding Phase Services:**

- 2.7.1 If required by the Task Order, the Contractor shall prepare the bidding documents for the project consisting of the contract drawings, specifications, and final engineer's construction cost estimate.
- 2.7.2 A representative for the Contractor shall attend the Pre-Bid meeting for the project. The representative attending the meeting shall be thoroughly familiar with all aspects of the project. The County will notify the Contractor of the time, date, and location of the Pre-Bid meeting. The Contractor's representative at the Pre-Bid meeting shall be the County's point of contact during the bidding process. The Contractor shall provide written clarifications, as needed, pertaining to the project plans and specifications during bidding of the project. The Contractor shall provide the clarifications in writing and shall prepare all addenda for the project, and shall review all bids, prepare a bid tabulation, and provide a bid award recommendation to the County.

2.8 **Construction Phase Services:**

- 2.8.1 If required by the Task Order, a representative for the Contractor shall attend the preconstruction meeting for the project. The representative attending the meeting shall be thoroughly familiar with all aspects of the project. The County will notify the Contractor of the time, date, and location of the preconstruction meeting. The Contractor's representative at the preconstruction meeting shall be the County's point of contact during the construction phase. The Contractor shall provide all necessary clarifications and interpretations pertaining to the project plans and specifications. When necessary, the Contractor shall prepare revision packages to issue to the construction contractor to obtain cost proposals for changed work. Plan revisions shall be properly identified and dated. The Contractor will prepare conformed contract documents (plans and specifications) and provide to the DWSU Project Manager prior to the pre-construction meeting.

- 2.8.2 The Contractor shall review and approve all shop drawings and submittals (including concrete formwork design calculations, if applicable) for the project. The Contractor shall receive all shop drawings directly from the construction manager or contractor, as directed by the Project Manager. The number of each shop drawing to be submitted by the construction contractor and the number of shop drawings to be returned to the construction contractor and the County will be determined at the preconstruction meeting.
- 2.8.3 Construction Phase services shall also include attendance at progress meetings and performing a final inspection of the project prior to substantial completion being issued to the construction contractor. Contractor shall prepare a list of punch list items and forward said list to the DWSU Project Manager.

2.9 **Geotechnical Services:**

- 2.9.1 If required for a project, the Contractor shall retain the services of a Geotechnical Contractor to perform a complete subsurface soils investigation. The cost of providing these services will be paid in accordance with the fee schedule.
- 2.9.2 The scope of geotechnical services shall include all services deemed necessary and appropriate by the Contractor and Geotechnical consultant to produce a complete and comprehensive geotechnical report representative of the site and shall include, but is not necessarily limited to, determination of boring locations, stakeout, field sampling, laboratory testing and analysis, and other collection of data as necessary. A copy of the boring location plan shall be submitted to the County's Project Manager for review prior to the start of field work. The final geotechnical report shall be submitted to the County's Project Manager.

2.10 **Surveying:**

- 2.10.1 If required for a project, the Contractor shall provide survey services necessary for the preparation of design drawings, site improvement plans, property information, easements and soil boring stakeout. All horizontal and vertical controls, alignment controls, cross-sectioning work, Geometry Table, etc. shall be based on field run surveys. ALTA surveys may also be required.
- 2.10.2 If applicable, the Contractor shall provide a stakeout of all soil boring locations required for the project. All boring locations shall be marked in the field by stakes with adequate identification of each boring. The Contractor shall supply the Geotechnical consultant with all stations, offset distances, and existing ground elevations at each boring location. Enough vertical bench marks (minimum of two), shall be supplied so that the distance between successive bench marks is less than 400 feet, and at least one bench mark is visible from anywhere within the project limits at all times.
- 2.10.3 Both horizontal and vertical control shall be clearly identified and documented for the use of the contractor for construction stake out.

2.11 **Drafting:**

- 2.11.1 Drafting standards shall adhere to those found in the Design Manual for Water and Sewer Facilities.
- 2.11.2 In addition, all construction documents shall be prepared in digital format on standard 24"x36" sheets.

- 2.11.3 When submitting final documents, the Contractor shall provide: Approved Improvement Plan (stamped approved by the Department of Development Review and Planning, and signed by all other appropriate regulatory agencies, in pdf format and Copy of files on compact disk that are AutoCAD 2018 compatible.
- 2.12 **Client Supplied Services:**
- 2.12.1 If appropriate, the County can provide the Contractor with a 1:20 scale topographical and boundary survey of the site and surrounding area in digital format on computer disk in AutoCAD and/or PDF formats.
- 2.12.2 In addition to the Construction phase services provided by the Contractor (if applicable), the County will provide full-time construction management and inspection services to the project to observe and document the construction progress on a daily basis.
- 2.13 **Ownership of Documents:** If applicable, the original drawings and specifications in print and electronic format (i.e. AutoCAD, WORD, etc.) consisting of the plans, sections, details, project manual, etc., shall become the property of Frederick County upon completion of the project. Reproducible mylar sepias will not be accepted as a substitute for the originals. All documents generated and paid for by DWSU are the singular property of the County and the Contractor shall surrender such documents to the DWSU if requested to do so at no additional cost to the County.
- 2.14 **Record Drawings:** If required for a project, the Contractor shall incorporate and appropriately identify all as-built information and conditions on the original drawings and shall furnish Record drawings to the County within thirty (30) days after substantial completion of the project. The Contractor will be furnished with a set of red-lined drawings, indicating as-built conditions prepared by the construction contractor and the County's Construction Management and inspection provider for use in preparing the original record drawings. Additionally, completed record drawings, with revision rights, shall be submitted to the Project Manager in a version of AutoCAD acceptable to the DWSU and in PDF format.
- 2.15 **Expenses:**
- 2.15.1 **Non-Reimbursable Expenses:** The following services shall be considered basic services and the expenses associated with these services shall **not be** included as part of the Consultant's Task Order fee proposal:
- 2.15.1.1 Expenses related to transportation in connection with the project, expenses in connection with out-of-town travel, and long-distance communications.
- 2.15.1.2 Expenses related to overtime work associated with a project requiring higher than regular rates.
- 2.15.1.3 Expenses related to computer-aided design and drafting equipment when used in connection with a project.
- 2.15.2 **Reimbursable Expenses:**
- 2.15.2.2 The costs associated with the following services are considered reimbursable expenses and will be paid from a predetermined lump sum allowance established as part of each Task Order Fee Proposal:
- 2.15.2.3 Expenses related to renderings, models, and mock-ups requested by the County in connection with a project.
- 2.15.2.4 Expenses related to fees charged for securing approval of authorities having jurisdiction over a project.

2.15.2.5 Reimbursable expenses must include backup and be billed on the basis of the Contractor's direct cost times a 1.10 multiplier.

- 2.16 **Billing and Payment:** Progress payments for services rendered shall be invoiced on a monthly basis in accordance with the approved rate schedule or as designated project milestones established in the approved Task Order. Each invoice shall be sent to the DWSU Project Manager and carry the Frederick County contract / Task Order numbers, purchase order number, and "remit to" address. All invoices shall include a 'progress report' to describe work performed during the specified invoice period. All invoices will be paid within thirty (30) days of receipt of the invoice unless any item thereon is in question, in which case payment for the amount in question will be withheld pending verification of the amount and validity of the charge.
- 2.17 **Additional Services:** Any redesign work that involves a fee for additional services will require authorization by the County's Project Manager and negotiation of a change order to the Task Order prior to the start of any such redesign work. It is the responsibility of the Contractor to inform the DWSU Project Manager of any work considered to be additional services so that proper authorization can be obtained and a change order for the work can be prepared and executed. The County will not pay for any unauthorized additional service work performed by the Contractor. Redesign work necessary to bring the cost of the project within the established budget or to correct design errors or omissions in the contract documents will not be considered additional service work.
- 2.18 **Procedures:** The extent and character of the work to be performed by the Contractor shall be subject to the general control and approval of the Director, Division of Water and Sewer Utilities or duly authorized representatives. The Contractor shall not comply with requests and/or orders issued by other than the representatives acting within their authority for the County.
- 2.19 **Prime Contractor:** The Contractor shall be the prime Contractor and shall be an independent firm not affiliated with any manufacturer.
- 2.20 **Sub-Consultants/Contractors:** Sub-consultants/contractors shall conform in all respects to the applicable provisions specified for the Contractors and shall further be subject to approval by the County. The County encourages the Contractor to use Frederick County firms to provide sub-consultant/contractor services when the qualifications of these firms are consistent with the requirements of the Task Order and in the best interest of the project and Frederick County.
- 2.21 **Architect/Engineer (A/E) Fixed Price Contract:**
- 2.21.1 **Responsibility of the A/E Contractor:**
- 2.21.1.1 The A/E Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all design, drawings, specifications and other services furnished by the A/E under this contract. The A/E shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services.
- 2.21.1.2 Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the

performance of this contract, and the A/E shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the A/E's negligence or other failure to perform any of the services to be furnished under this contract.

2.21.1.3 The rights and remedies of the County provided for under this contract are in addition to other rights and remedies provided by law.

2.21.1.4 If the A/E is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

2.21.2 Liability for County Costs Resulting from Design errors or Deficiencies: A/E Contractors shall be responsible for the professional quality, technical accuracy, coordination of all services required under its contracts. A firm will be liable for county costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an A/E contract, the Project Manager (with the advice of technical personnel and legal counsel) shall consider the extent to which the A/E contractor may be reasonably liable. The Project Manager shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest. The DWSU Project Manager will provide a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

2.22 Note: DWSU considers all overhead, profit, preparation of Task Order proposals, equipment, traffic control, prints, transportation costs, in-house reproduction cost, computers/software/support, CAD, outside vendors, phone charges (local or long distance), postage, shipping and delivery services, etc. and any other cost not specifically mentioned as incidental and are otherwise assumed included in the pay items.

2.23 **Principal:** This pay item shall cover services provided by an individual with the following minimum qualifications:

2.23.1 A person with the highest authority within the organization.

2.23.2 Professional Engineering registration in the State of Maryland is desired but not mandatory.

2.23.3 The County will measure and pay for this item at the unit price per hour specified for the Principal pay item in the Task Order Fee Schedule.

2.24 **Project Manager:** This pay item shall cover services provided by an individual with the following minimum qualifications:

2.24.1 Seven or more years of Project Management experience.

2.24.2 Design Project Management experience.

2.24.3 Experience with Design Services during Construction.

2.24.4 Professional Engineering registration in the State of Maryland is desired but not mandatory.

2.24.5 This individual will be the County's point of contact with the Contractor. This individual shall be qualified to manage all aspects of an assigned project.

2.24.6 The County will measure and pay for this item at the unit price per hour specified for the Project Manager pay item in the Task Order Fee Schedule.

- 2.25 **Senior Project Engineer – Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.25.1 Five or more years of discipline specific engineering experience (refer to the Project Engineer categories listed below).
 - 2.25.2 Professional Engineering registration in the State of Maryland.
 - 2.25.3 This individual will perform Supervisory responsibilities over the Project Engineers listed below. Final construction documents (if applicable) consisting of plans, drawings, specifications, etc. shall be signed and sealed by this individual as may be appropriate.
 - 2.25.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Civil pay item in the Task Order Fee Schedule.
- 2.26 **Design Engineer – Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.26.1 Five or more years of experience in Civil design.
 - 2.26.2 Engineer in Training registration (at a minimum).
 - 2.26.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.26.3.1 Site Plan design/review.
 - 2.26.3.2 Roadway design/review.
 - 2.26.3.3 Storm drainage and Stormwater Management design/review.
 - 2.26.3.4 Sediment and Erosion Control design/review.
 - 2.26.3.5 Proposal form development.
 - 2.26.3.6 Construction Observation.
 - 2.26.3.7 Project plans and specifications development.
 - 2.26.4 The County will measure and pay for this item at the unit price per hour specified for the Design Engineer – Civil pay item in the Task Order Fee Schedule.
- 2.27 **Engineering Technician - Civil:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.27.1 One-year minimum drafting experience with civil engineering projects.
 - 2.27.2 One-year minimum technical experience in the appropriate engineering field.
 - 2.27.3 This individual will assist the Project Manager, Senior Project Engineer, and Project Engineers in completing assigned projects.
 - 2.27.4 The County will measure and pay for this item at the unit price per hour specified for the Engineering Technician – Civil pay item in the Task Order Fee Schedule.
 - 2.27.5 If this position is a computer operator for the Contractor's CAD system, the unit price shall also include all computer system usage costs.
- 2.28 **CAD Operator:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.28.1 Three years minimum drafting experience with civil engineering projects.
 - 2.28.2 This individual will assist the Project Manager, Design Engineer, and Designers in completing assigned projects.
 - 2.28.3 The County will measure and pay for this item at the unit price per hour specified for the CAD Operator pay item in the Task Order Fee Schedule.

- 2.28.4 If this position is a computer operator for the Contractor's CAD system, the unit price shall also include all computer system usage costs.
- 2.29 **Administrative Assistant:** This item covers all word processing, clerical, and associated administration support work required to support the design team.
- 2.29.1 This individual will assist the Project Manager and/or Design Engineers in completing assigned projects.
- 2.29.2 The County will measure and pay for this item at the unit price per hour specified for the Administrative Assistant pay item in the Task Order Fee Schedule.
- 2.30 **Expert Testimony**
- 2.30.1 Expert Witness for Testimony: This individual will be qualified to provide legal testimony and be an expert witness for assigned projects, including but not limited to the scope of work listed herewith. A complete resume showing prior experience and fields of expertise shall be submitted for review and approval to the DWSU for each assigned task. This individual shall have the following minimum qualifications:
- 2.30.2 Five or more years of discipline specific engineering experience.
- 2.30.3 Registration as a Professional Engineer in the State of Maryland.
- 2.30.4 This item shall be measured and paid for at the contract unit price for the Expert Testimony bid item contained in the Task Order Fee Schedule.
- 2.31 **Landscape Architect:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.31.1 Three or more years of landscape architectural experience.
- 2.31.2 This individual will perform design work to complete assigned projects that include, but are not limited to:
- 2.31.2.1 Landscape design/review.
- 2.31.2.2 Proposal form development.
- 2.31.2.3 Construction Observation.
- 2.31.3 The County will measure and pay for this item at the unit price per hour specified for the Landscape Architect pay item in the Task Order Fee Schedule.
- 2.32 **Senior Project Engineer – Electrical:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.32.1 Five or more years of engineering design experience with electrical components of water supply, storage and treatment; wastewater treatment and disposal; and pumping station design.
- 2.32.2 Professional Engineering registration in the State of Maryland.
- 2.32.3 This individual will perform design work to complete projects that include, but are not limited to:
- 2.32.3.1 Water supply, storage, transmission and treatment electrical components design/review.
- 2.32.3.2 Wastewater collection, transmission, treatment and disposal mechanical components design/review.
- 2.32.3.3 Electrical drawings and specifications development. Proposal form development.

- 2.32.3.4 Construction Observation.
- 2.32.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Electrical pay item in the Task Order Fee Schedule.
- 2.33 **Design Engineer – Electrical:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.33.1 Three or more years of engineering design experience with electrical components of water supply, storage and treatment; wastewater treatment and disposal; and pumping station design.
 - 2.33.2 Engineer in Training registration (at a minimum).
 - 2.33.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.33.3.1 Water supply, storage, transmission and treatment electric components design/review.
 - 2.33.3.2 Wastewater collection, transmission, treatment and disposal mechanical components design/review.
 - 2.33.3.3 Electrical drawings and specifications development
 - 2.33.3.4 Proposal form development
 - 2.33.3.5 Construction Observation
 - 2.33.4 The County will measure and pay for this item at the unit price per hour specified for the Designer Engineer – Electrical pay item in the Task Order Fee Schedule.
- 2.34 **Senior Project Engineer – Structural:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.34.1 Five or more years of engineering design experience with the structural components of water distribution lines and wastewater collections systems.
 - 2.34.2 Professional Engineering registration in the State of Maryland.
 - 2.34.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.34.3.1 Water transmission structural components design/review.
 - 2.34.3.2 Wastewater collection, transmission and mechanical components design/review.
 - 2.34.3.3 Proposal form development.
 - 2.34.3.4 Construction Observation.
 - 2.34.4 The County will measure and pay for this item at the unit price per hour specified for the Senior Project Engineer – Structural pay item in the Task Order Fee Schedule.
- 2.35 **Design Engineer – Structural:** This item shall cover services provided by an individual with the following minimum qualifications:
 - 2.35.1 Three or more years of engineering design experience with the structural components of water distribution lines and wastewater collections systems.
 - 2.35.2 Professional Engineering or Engineer in Training registration in the State of Maryland is desired but not mandatory.
 - 2.35.3 This individual will perform design work to complete assigned projects that include, but are not limited to:
 - 2.35.3.1 Water transmission structural components design/review.

- 2.35.3.2 Wastewater collection, transmission and mechanical components design/review.
- 2.35.3.3 Proposal form development.
- 2.35.3.4 Construction Observation.
- 2.35.4 The County will measure and pay for this item at the unit price per hour specified for the Design Engineer – Structural pay item in the Task Order Fee Schedule.

2.36 Senior Project Inspector

- 2.36.1 The Senior Project Inspector shall cover services provided by an individual with the following minimum qualifications:
 - 2.36.1.1 Five or more years of experience in inspection of water and sewer lines projects.
 - 2.36.1.2 Two years' experience and accredited certification in soil and concrete testing.
- 2.36.2 Specific requirements for these services:
 - 2.36.2.1 The hours for the required manpower effort are "On-Site Hours" only. The billing rates will be based on an eight-hour day, five days a week. The overtime rate quoted will be the hourly rate for only those hours worked in excess of 40 hours per week. No holiday compensation will be made to the inspectors on holidays not worked. No "show-up" time will be allotted to the inspectors when a project is suspended for unforeseen circumstances or weather conditions. The Inspector will complete a time sheet provided by DWSU on a weekly basis for verification. The DWSU Project Manager will verify and sign the timesheet for verification of monthly billing.
 - 2.36.2.2 All unit prices/hourly fees shall include, travel time to the initial daily project assignment and the return daily travel, mileage, overhead, office support, "show-up time" at the DWSU Project Manager discretion and out-of-pocket costs necessary to accomplish these services.
- 2.36.3 These items shall be measured and paid for at the contract unit price for the bid item contained in the Task Order Fee Schedule.

2.37 Inspector

- 2.37.1 The Inspector shall cover services provided by an individual with the following minimum qualifications:
 - 2.37.1.1 Five or more years of experience in inspection of water and sewer lines projects.
 - 2.37.1.2 Two years' experience and accredited certification in soil and concrete testing.
- 2.37.2 Specific requirements for these services:
 - 2.37.2.1 The hours for the required manpower effort are "On-Site Hours" only. The billing rates will be based on an eight-hour day, five days a week. The overtime rate quoted will be the hourly rate for only those hours worked in excess of 40 hours per week. No holiday compensation will be made to the Inspectors on holidays not worked. No "show-up" time will be allotted to the inspectors when a project is suspended for unforeseen circumstances or weather conditions. The Inspector will complete a time sheet provided by DWSU on a weekly basis for verification. The DWSU Project Manager will verify and sign the timesheet for verification of monthly billing.

- 2.37.2.2 All unit prices/hourly fees shall include travel time to the initial daily project assignment and the return daily travel, mileage, overhead, office support, "show-up time" at the DWSU Project Manager discretion and out-of-pocket costs necessary to accomplish these services.
- 2.37.3 These items shall be measured and paid for at the contract unit price for the bid item contained in the Task Order Fee Schedule.
- 2.38 **Registered Property Line Surveyor:** This pay item shall cover services provided by an individual within the following minimum qualifications:
 - 2.38.1 Seven or more years surveying experience.
 - 2.38.2 Valid registration with State of Maryland. The work to be performed under this item shall be limited to the direct professional services required by law for a Registered Property Line or Surveyor in the State of Maryland on such projects as the following only:
 - 2.38.2.1 Certification and/or sealing of recordable surveying documents such as boundary surveys, right-of-way plats, metes and counts descriptions, etc.
 - 2.38.2.2 Professional consultation as required and specifically ordered by the County.
 - 2.38.2.3 Professional witness services as required and specifically requested by the County.
 - 2.38.3 The County will measure and pay for this item at the unit price per hour specified for the Registered Property Line Surveyor pay item in the Task Order Fee Schedule.
- 2.39 **Registered Land Surveyor:** This pay item shall cover services provided by an individual within the following minimum qualifications:
 - 2.39.1 Seven or more years surveying experience.
 - 2.39.2 Valid registration with State of Maryland. The work to be performed under this item shall be limited to the direct professional services required by law for a Registered Property Line or Surveyor in the State of Maryland on such projects as the following only:
 - 2.39.2.1 Certification and/or sealing of recordable surveying documents such as boundary surveys, right-of-way plats, metes and counts descriptions, etc.
 - 2.39.2.2 Professional consultation as required and specifically ordered by the County.
 - 2.39.2.3 Professional witness services as required and specifically requested by the County.
 - 2.39.3 The County will measure and pay for this item at the unit price per hour specified for the Registered Land Surveyor pay item in the Task Order Fee Schedule.
- 2.40 **Survey Office Technician:** This pay item shall cover all office work required to support a survey crew including but not limited to data input/calculations, drawings, cut sheet preparation and reduction/input of field notes.
 - 2.40.1 The County will measure and pay for this item at the unit price per hour specified for the Survey Office Technician pay item in the Task Order Fee Schedule.
- 2.41 **Survey Crew (2-Person):** This pay item shall cover all office work required to support a survey crew (2-person) including but not limited to data input/calculations, drawings, cut sheet preparation and reduction/input of field notes.
 - 2.41.1 The County will measure and pay for this item at the unit price per hour specified for the Survey Crew (2-Person) pay item in the Task Order Fee Schedule.

- 2.42 **One Additional Survey Crew Member:** This pay item shall cover all services provided by an additional person on the two-person survey crew. Occasions may occur where the need arises for a third person on the survey crew. When such a need occurs the design consultant shall explain the reasons and shall add the third person only after receiving approval from the DWSU Project Manager.
- 2.42.1 The County will measure and pay for this item at the unit price per hour specified for the One Additional Survey Crew Member pay item in the Task Order Fee Schedule.
- 2.43 **Senior Project Engineer – Geotechnical:** Work associated with this item involves the use of a Registered Professional Engineer for the following types of work:
- 2.43.1 Prepare soils report.
- 2.43.2 Professional Consultation as required and specifically ordered by the County.
- 2.43.3 Professional witness services as required and specifically requested by the County.
- 2.43.4 Proposal form development.
- 2.43.5 Construction Observation.
- 2.43.6 The Professional Engineer shall be registered in the State of Maryland and shall have expertise and experience in the area of soils and foundation engineering.
- 2.43.7 This item shall be measured and paid for at the contract unit price bid per hour for the Senior Project Engineer - Geotechnical bid item contained in the Task Order Fee Schedule.
- 2.44 **Design Engineer – Geotechnical:** Work associated with this item involves the use of a Registered Professional Engineer for the following types of work:
- 2.44.1 Prepare soils report.
- 2.44.2 Professional Consultation as required and specifically ordered by the County.
- 2.44.3 Professional witness services as required and specifically requested by the County.
- 2.44.4 Proposal form development.
- 2.44.5 Construction Observation.
- 2.44.6 The Professional Engineer shall be registered in the State of Maryland and shall have expertise and experience in the area of soils and foundation engineering.
- 2.44.7 This item shall be measured and paid for at the contract unit price bid per hour for the Design Engineer - Geotechnical bid item contained in the Task Order Fee Schedule.
- 2.45 **Auger Borings:**
- 2.45.1 Work for these items involves the clearing of an area needed to take the borings, the actual auguring of the borings, the standard penetration test when required, the record keeping associated with the work and the cleaning up and restoration of the area upon completion of the boring work.
- 2.45.2 The Contractor's personnel shall exercise extreme care in the clearing of publicly and privately owned property for the purpose of taking the required borings. Any damages caused by the Contractor's operations shall be repaired at the sole expense of the design consultant.
- 2.45.3 All work associated with the taking of the augured borings shall be in accordance with AASHTO T 203-64.
- 2.45.4 A bid item for auger borings by hand held equipment has been included in the schedule of compensation. This item shall be used at sites that permit access to only hand held

auger equipment. This bid item shall be used only when authorized in writing by the DWSU.

- 2.45.5 Upon completion of the work, the Contractor's personnel shall suitably fill and compact all boring holes. Contractor shall backfill holes to the satisfaction of the County. It is extremely important that all backfilled holes be suitably compacted in areas subjected to pedestrian or vehicular traffic as well as in fields used by livestock. All borings in paved areas shall be backfilled with a paving material to match the surrounding area.
- 2.45.6 The Contractor shall be solely responsible for all damages or injuries resulting from inadequate backfilling and/or compaction of boring holes.
- 2.45.7 This item shall be measured and paid for at the contract unit price bid per vertical foot for the pertinent auger boring bid item contained in the Task Order Fee Schedule. Such payment will be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as specified in this special provision. Additionally, all costs associated with maintenance of traffic while obtaining a boring shall be included in this bid price.
- 2.45.8 The unit price bid for auger borings item shall also include all costs for mobilization for the work associated with this item.

2.46 **Hand Augured Borings:**

- 2.46.1 See item 2.45.4 above

2.47 **Core Borings:**

- 2.47.1 Work associated with this item involves the clearing of an area needed to take the borings, the actual core drilling of rock for the purpose of securing intact samples and determining the depth of sound rock, the recording keeping associated with the work and the cleaning up and restoration of the area upon completion of the work.
- 2.47.2 All work associated with this item shall be done in accordance with AASHTO T 225-75.
- 2.47.3 Upon completion of the work, the Contractor's personnel shall suitably fill and compact all boring holes. It is extremely important that all backfilled holes be suitably compacted in areas subjected to pedestrian or vehicular traffic as well as in fields used by livestock. All borings in paved areas shall be backfilled with a paving material to match the surrounding area.
- 2.47.4 The Contractor shall be solely responsible for all damages or injuries resulting from inadequate backfilling and/or compaction of boring holes.
- 2.47.5 This item will be measured and paid for at the contract unit price bid per vertical foot for the coring boring item contained in the Task Order Fee Schedule. Measurement and payment shall be only for that portion of the hole that is cored and not for any part of the hole dug by auguring or other means. Such payment shall be full compensation for all labor, equipment, materials, and incidentals necessary to complete the work as specified in this special provision.

2.48 **Soils Report:**

- 2.48.1 Work associated with this item involves the written summary of all data compiled as a result of the soils investigation at a specific site.

- 2.48.2 The report shall be written, sealed and signed by a professional engineer registered in the State of Maryland with expertise and experience in the area of soils and foundation engineering.
 - 2.48.3 One digital (pdf) and one hard copy (Paper) copy of all soil reports shall be supplied to the DWSU.
 - 2.48.4 The report shall include and summarize the results of all field investigations and laboratory tests of soils at a specific site. The report shall address any problems that may be encountered during construction and shall make specific recommendations on the resolution of such problems and the adequacy of the chosen site for the proposed construction. Such items as depth of foundation, allowable foundation bearing pressure, type of foundation, pile tip elevation, etc. shall be included in the report.
 - 2.48.5 The Contractor shall also prepare the logs of boring. The boring logs shall be grouped on the individual sheets as directed by DWSU and shall be arranged in logical sequence. Lettering shall be printed in ink. Conventional, symbols, titles, and character of drafting for the drawings shall be used.
 - 2.48.6 The soil classification description used on the final log shall be made by or verified by the Professional Engineer. Classifications and descriptions made by the drillers in the field will be permitted on the final log, provided the Professional Engineer has verified them. The original of the logs shall be delivered to DWSU within 15 days after the completion of the fieldwork.
 - 2.48.7 All soils investigated or sampled on any project shall be classified as per AASHTO M 145-73 and such classification shall be stated in the report.
 - 2.48.8 This item shall be measured and paid for at the contract unit price bid per each for Soils Report bid item contained in the Task Order Fee Schedule. Such payment shall be full compensation for all labor, equipment, materials and incidentals needed to complete the work outlined in this special provision.
 - 2.48.9 The Contractor will advise DWSU if the soil investigation and/or a soil report is needed for a specific site and the reason. A soil investigation and/or a soil report will be executed and paid for after the approval by DWSU.
- 2.49 **Senior Project Engineer/Environmental Scientist:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.49.1 Three or more years of experience in Civil/Environmental design.
 - 2.49.2 Professional Engineering or Engineer-in-Training registration in the State of Maryland is desired but not mandatory.
 - 2.49.3 This individual will assist the Project Manager in completing assigned projects that include, but are not limited to:
 - 2.49.3.1 Environmental Compliance.
 - 2.49.3.2 Groundwater, Surface Water, Leachate management. Air Quality, landfill gas management.
 - 2.49.3.3 Permitting process.
 - 2.49.4 The County will measure and pay for this item at the unit price per hour specified for the Mid-Level Project Engineer/Environmental Scientist pay item in the Task Order Fee Schedule.
- 2.50 **Ecologist:** This item shall cover services provided by an individual with the following minimum qualifications:

- 2.50.1 Three years minimum technical experience in the appropriate field.
 - 2.50.2 This individual will assist the Project Manager and/or Design Engineers in completing assigned projects that include, but are not limited to:
 - 2.50.2.1 Wetlands determination.
 - 2.50.2.2 Wetlands mitigation.
 - 2.50.3 The County will measure and pay for this item at the unit price per hour specified for the Ecologist pay item in the Task Order Fee Schedule.
- 2.51 **Geologist/Hydrologist:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.51.1 Three years minimum of hydrogeological design experience with groundwater supply, characteristics, testing, withdrawal, contamination and travel.
 - 2.51.2 This individual will assist the Project Manager in completing assigned projects that include, but are not limited to:
 - 2.51.2.1 Well testing programs Water withdrawal Permits 3
 - 2.51.2.2 Water balance analysis
 - 2.51.2.3 Minimum stream flow analysis
 - 2.51.2.4 Well location analysis
 - 2.51.2.5 Hydrogeological reports Permits
 - 2.51.3 The County will measure and pay for this item at the unit price per hour specified for the Geologist/Hydrologist pay item in the Task Order Fee Schedule.
- 2.52 **Field Technician:** This item shall cover services provided by an individual with the following minimum qualifications:
- 2.52.1 Three years minimum of field testing experience with groundwater supply, characteristics, testing and withdrawal.
 - 2.52.2 This individual will assist the Project Manager in completing assigned projects that include Water Supply Hydrogeological Services.
 - 2.52.3 The County will measure and pay for this item at the unit price per hour specified for the Field Technician pay item in the Task Order Fee Schedule.
- 2.53 **Reproduction Services: 24" x 36" Blueline Drawings (include stapling and binding, price per sheet).**
- 2.53 **Reproduction Services: 8½" x 11" Specification Booklet covers and bindings (price per each):** These items 58 – 60 will be measured and paid for at the contract unit prices bid items contained in the Task Order Fee Schedule.

EXHIBIT "B"
SCHEDULE OF COMPENSATION

Task Order Fee Schedule

Item #	Description of Items	Unit	Unit Price
2.23	Principal	Per Hour	\$210
2.24	Project Manager	Per Hour	\$195
2.25	Senior Project Engineer- Civil	Per Hour	\$150
2.26	Design Engineer - Civil	Per Hour	\$135
2.27	Engineering Technician - Civil	Per Hour	\$135
2.28	CAD Operator	Per Hour	\$110
2.29	Administrative Assistant	Per Hour	\$70
2.30	Expert Testimony	Per Hour	\$225
2.31	Landscape Architect	Per Hour	\$150
2.34	Senior Project Engineer- Structural	Per Hour	\$120
2.35	Design Engineer- Structural	Per Hour	\$95
2.36	Senior Project Inspector	Per Hour	\$80
2.37	Inspector	Per Hour	\$65
2.39	Registered Land Surveyor	Per Hour	\$150
2.40	Survey Office Technician	Per Hour	\$110
2.41	Survey Crew (2-Person)	Per Hour	\$160
2.42	One Additional Survey Crew Member	Per Hour	\$30
2.43	Senior Project Engineer- Geotechnical	Per Hour	\$165
2.44	Design Engineer- Geotechnical	Per Hour	\$110
2.45	Auger Borings	Vert. Foot	\$30.50
2.46	Hand Augured Borings	Vert. Foot	\$20
2.47	Core Borings	Vert. Foot	\$95
2.48	Soils Report	Each	\$2,000
2.49	Senior Project Engineer/ Environmental Scientist	Per Hour	\$145
2.50	Ecologist	Per Hour	\$120
2.51	Geologist / Hydrologist	Per Hour	\$120
2.52	Field Technician	Per Hour	\$90
2.53	24" x 36" Plan Sheet	Per Sheet	\$3.60
2.54	Photocopy (8-1/2" x 11")	Per Sheet	\$0.10

EXHIBIT "C"
Insurance

Work under this Agreement is contingent upon receipt and continuing coverage of the policies as stated herein, which shall be evidenced by a Certificate of Insurance naming Frederick County, Maryland and approval of such by the Office of Risk Management.

COMMERCIAL GENERAL LIABILITY coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

Frederick County, Maryland must be added as an Additional Insured.

AUTO LIABILITY coverage with minimum limits of:

\$1,000,000 Combined Single Limit or

\$1,000,000 each Person, \$1,000,000 each Accident, \$1,000,000 Property Damage

Frederick County, Maryland must be added as an Additional Insured.

WORKERS' COMPENSATION coverage meeting all statutory requirements of the State of MD

Employers Liability with minimum limits of:

\$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy

OR, if there are no employees, Workers' Compensation Waivers must be completed.

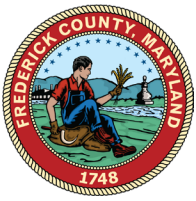
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS coverage with minimum limits of:

\$1,000,000 per Occurrence; \$2,000,000 Aggregate

PLEASE NOTE THE FOLLOWING:

1. **A certificate of insurance showing these coverages must be provided to Frederick County Risk Management Office. The Certificate Holder must be:**
Frederick County, Maryland
Risk Management Office
12 East Church Street
Frederick, MD 21701
2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County.
7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.

8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by the Risk Management Office.
9. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
10. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
11. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
12. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.



FREDERICK COUNTY GOVERNMENT

Jessica Fitzwater
County Executive

OFFICE OF PROCUREMENT & CONTRACTING

Justin Hedges, CPPB, PMP, Acting Director

January 9, 2026

Via Email

Design Teams, Inc. dba McCrone
Attention to: Robert Sell
20 Ridgely Ave, Suite 201
Annapolis, Maryland, 21401

Subject: Contract Renewal for RFP #24-009A, Engineering Services for Water and Sewer Lines

Dear Robert Sell:

The County is exercising its second renewal option of the subject contract. This is the second of four renewal options for this contract. This renewal will be in effect from January 22, 2026, through January 21, 2027, under all of the same terms and conditions set forth in the original.

The Certificate of Insurance must remain in effect throughout the entire contract period. Failure to maintain the proper required insurance will result in breach of contract.

If you have any questions concerning this matter, please contact me.

Respectfully,

Laura Schug, MBA, CPPB
Procurement Analyst III

JWH:lgs

Cc: File



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Wilson Cochran
DEPARTMENT: Public Works
TYPE: Purchase of Dump Truck
SUBJECT: Dump Truck 35 Replacement Purchase

BACKGROUND:

Dump Truck 35 has reached the end of its serviceable life and requires replacement to maintain operational continuity and service reliability. Holes in the cab have made it unsafe to drive during snow operations due to exhaust infiltration. The Super Duty F-550 DRW will replace Dump Truck 35.

FISCAL IMPACT:

This vehicle replacement is included in the approved FY 26 Capital budget for \$100,000. The purchase represents a planned capital expenditure that supports long-term financial sustainability by maintaining essential infrastructure assets. No additional funding is required beyond the approved budget allocation.

The sole bid from Waldorf Ford totals \$97,534, within the amount budgeted under 86-360-001-5672

STRATEGIC PLAN ALIGNMENT:

This initiative directly supports multiple Strategic Plan goals:

Goal #2 - Operational Excellence: Ensures staff have the appropriate equipment and tools to efficiently provide quality work. The new vehicle will enhance service delivery capabilities and maintain high levels of customer service by preventing service disruptions.

Goal #1 - Good Governance: Demonstrates responsible stewardship of community resources through planned asset replacement and competitive procurement processes. The purchase maximizes public service value through cost-effective emergency response capabilities.



Goal #5 - Public Service Readiness: Maintains the systems and infrastructure needed to meet growing demand while supporting the health, safety, and wellness of residents through reliable utility services.

This purchase aligns with the Capital budget's systematic approach to infrastructure maintenance and replacement.

SUSTAINABILITY CONSIDERATIONS:

The new F550 will feature modern engine technology that provides improved fuel efficiency compared to the vehicle being replaced. The vehicle's enhanced reliability will reduce maintenance-related waste and extend service intervals.

The strategic replacement schedule prevents sudden equipment failures that could disrupt essential services and require emergency purchases at premium costs.

ADA CONSIDERATIONS:

The new utility vehicle will be equipped with appropriate safety features and accessibility considerations for operators.

RECOMMENDED ACTION:

Adopt Resolution 26-08 authorizing the Town Manager to execute an agreement with Waldorf Ford for the purchase of Ford Super Duty Truck.

ATTACHMENTS:

Quote from Waldorf Ford dated 12/13/2025

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-08

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

A RESOLUTION concerning

Public Works Department Vehicle Purchase

FOR the purpose of authorizing the Town Manager to enter into a contract purchase agreement for the purchase of a 2024 Ford Super Duty Super Duty F-550 DRW; and all matters generally relating thereto.

* * * * *

WHEREAS, the Council of the Town of La Plata desires to provide the appropriate equipment and tools to facilitate the delivery of Town services; and

WHEREAS, the Fiscal Year 2026 Financial Plan/Budget includes funding out of the Town's vehicle reserve fund for the acquisition of replacement vehicles; and

WHEREAS, Town staff researched various truck and body configurations/options and solicited quotes for the new vehicles from primary vendors in the region; and

WHEREAS, Waldorf Ford has provided a quote of ninety-seven thousand five hundred thirty-four dollars (\$97,534.00) for a 2024 Ford Super Duty Super Duty F-550 DRW with specifications that meet the operational needs of the department; and

WHEREAS, Town Charter §C8-23 requires that all expenditures in excess of twenty thousand dollars (\$20,000), shall be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited bids via an open competitive bidding process consistent with Town procurement policies;

Resolution 26-08

WHEREAS, Town Staff believes the purpose and intent of Town Charter §C8-23 has been met.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, the Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a contract purchase agreement with Waldorf Ford, for the purchase of a 2024 Ford Super Duty Super Duty F-550 DRW, with specifications as quoted by Waldorf Ford, for a total expenditure of ninety-seven thousand five hundred thirty-four dollars (\$97,534.00).

BE IT FURTHER RESOLVED, that the price quote attached hereto as Attachment 1 is hereby adopted and incorporated herein by reference.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____



WALDORFFORD.COM
2440 Crain Highway, Waldorf, MD 20601
301-843-2400

WA32676

PURCHASER'S
FULL NAME

Colleen Wilson

FIRST

MIDDLE

LAST

Steve Luck

12/13/20

SALESPERSON

DATE

PURCHASER'S
FULL NAME

Colleen Wilson

EMAIL

cwilson@townoflaplata.org

ADDRESS

305 QUEEN ANNE ST

RES. PHONE

BUS. PHONE

301-934-8421

ADDRESS

PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:

CELL PHONE

YEAR	2024	MAKE	Ford	MODEL	Super Duty F	COLOR	Oxfo	NEW	☐	USED	☐	DEMO	☐	PREVIOUS RENTAL	☐	
MVI OR SERIAL NO.	1FDUF5HN8RDA32676							MILEAGE	55		TO BE DELIVERED ON OR ABOUT					
PRICE OF VEHICLE								73943.00								
*Customer handliner their own taxes and registration fees.								Rebate: Transit Fast Cash								2500.00
								Upfit Snow Plow and Salt Spreader								20743.00
								Destination and Delivery								1995.00
**\$54.00 is for temporaty tags only																
								Subtotal:								99181.00
SUB TOTAL								DEALER PROCESSING CHARGE (NOT REQUIRED BY LAW)								799
								APPLICABLE TAXES								0.00*
TITLE FEE	CVR FEE	TAG FEE	LICENSE FEE	TIRE TAX	TOTAL FEES								54.00**			
TOTAL VEHICLE PRICE																
DEPOSIT SUBMITTED WITH ORDER THIS BUYER'S ORDER IS NOT A CASH RECEIPT																
ALLOWANCE FOR USED CAR TRADE IN																
LESS BALANCE OWING TO -																
DESCRIPTION OF TRADE-IN																
MAKE	MODEL	TYPE	New	YEAR	LICENSE NO.	NET EQUITY TRADE				REBATES	2500.00					
SERIAL NO.	DRIVERS LICENSE NO.				D.O.B.	GUARANTEED ASSET PROTECTION										
TRADE MILES	TITLE NO.	DRIVERS LICENSE NO.				D.O.B.	EXTENDED SERVICE PLAN									
INSURANCE COMPANY										SERVICE/MAINTENANCE CONTRACT						
POLICY NO.										BALANCE DUE ON DELIVERY		97534.00				

As to used vehicles, information on the window forms part of this agreement and the information on the window form makes any contrary provisions in this agreement void. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrario. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.

NOTICE TO PURCHASERS

1. The Maryland Automotive Warranty Enforcement Act gives you certain additional rights against the manufacturer or factory branch in the event your new car does not conform to all applicable manufacturer's warranties during the first 24 months of ownership or 18,000 miles of the car's operation, whichever comes first. To preserve your right under this law, you must report non-conformity, defect, or condition by giving written notice to manufacturer or factory branch by certified mail, return receipt requested.
2. Purchasers warrant that the balance owed on trade vehicle is accurate and agree to pay the dealer any difference between the amount shown above and the actual amount due, and agree that the total cash due may be increased by the amount of the difference.
3. The other terms on the back of this Agreement constitute a part hereof.
4. Any modification of this Agreement must be in writing and signed by an authorized manager/representative of the dealer.
5. Purchasers certify that they are over 18 years of age.
6. New Car Purchasers certify that they have been given the opportunity to read the owners manual including the manufacturer's express warranty and rustproofing information.

Purchasers' Signatures: We have read the matter printed on the back hereof and agree to it as a part of this order the same as if it was printed above our signatures. We authorize the dealer to make whatever credit inquiries it deems necessary in connection with this contract. Purchasers understand that the annual percentage rate (APR) for any installment sale of the vehicle may be negotiated with Dealer and that Dealer may receive some portion of the finance charge or receive other compensation for providing financing, service contracts and other products. We specifically acknowledge that Paragraph 23 on the reverse side hereof requiring arbitration of any disputes has been reviewed with us and we understand those terms and conditions.

SALESPERSON'S SIGNATURE

SALESPERSON

BY
AUTHORIZED MANAGER

**THIS ORDER IS NOT VALID
UNLESS SIGNED
AND ACCEPTED BY DEALER
OR HIS AUTHORIZED
REPRESENTATIVE**

Purchaser

Date

Co-Purchaser

Date



ADDITIONAL TERMS AND CONDITIONS

RESOLUTION 26-08

Attachment 1

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions. As used herein, "Purchaser" shall refer to the purchaser, or collectively to the purchasers, shown on the reverse side hereof, as the case may be.

1. With respect to new vehicle orders, if the manufacturer/distributor changes the suggested retail price of the ordered vehicle or equipment, or substantially modifies the ordered vehicle design/equipment, or does not manufacture or distribute the ordered vehicle, Dealer may cancel this order or change the vehicle price accordingly. If the price is increased by Dealer, Purchaser may cancel this order. If either party cancels this order in accordance with this Paragraph and a motor vehicle has been traded in as part of the consideration for the ordered motor vehicle, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such trade-in vehicle has been sold by Dealer, any lien payoff and a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising shall be deducted from the allowance agreed upon, and Dealer shall be entitled to reimburse itself for any such costs from Purchaser's cash deposit. If Purchaser cancels this order under Section 12-615(a) of the Commercial Law Article of the Maryland Code, Dealer shall be entitled to retain 10% of any payments Purchaser has made to Dealer. If this is an order for special equipment, paint or similar items, or if Purchaser has requested that Dealer modify a vehicle in stock and Purchaser cancels this order in accordance with this Paragraph, Dealer may retain from Purchaser's deposit reasonable expenses incurred in the acquisition or modification of the vehicle or any special equipment.

2. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle at the time of delivery of such trade-in vehicle to Dealer. Purchaser warrants any such trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. If there are any undisclosed liens or encumbrances on any such trade-in vehicle, or the liens or encumbrances differ from those noted herein, Purchaser agrees to immediately pay upon request by Dealer any unpaid amounts in cash. If the trade-in vehicle is not to be delivered to Dealer until delivery of the motor vehicle ordered hereunder, the trade-in vehicle may be reappraised by Dealer upon delivery and such reappraised value shall determine the allowance therefor. The trade-in vehicle shall be delivered in same condition as appraised with the same equipment.

3. Purchaser shall be in default hereunder if (a) Purchaser fails to pay any sum when due, timely deliver a trade-in vehicle to Dealer or deliver unencumbered title thereto, or fails to timely accept delivery of the vehicle ordered; (b) Purchaser fails to comply with any of the terms hereof or any other promise or obligation relating to the ordered vehicle or any aspect of the transaction; or (c) Purchaser or any guarantor provided false, inaccurate, misleading or incomplete information in connection with the purchase, lease or financing of the vehicle or any other aspect of this transaction. In the event of default, Dealer shall be entitled to cancel this purchase order and rescind this transaction, repossess the vehicle ordered hereunder without notice, recover any sums due from Purchaser and/or retain as liquidated damages any cash down payment made by Purchaser, and in the event a vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such trade-in vehicle and reimburse itself from the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser any costs of repossession and collection, interest and reasonable attorney's fees arising out of an event of default, as determined by the Court or arbitrator. Dealer may, in its discretion, exercise any or all of the foregoing remedies for default, separately or together, and any failure to exercise a remedy shall not constitute a waiver thereof. This section does not apply if Agreement is cancelled by Purchaser under or in accordance with Paragraph 1 of this Agreement or 12-605 or 12-615(a) of the Commercial Law Article of the Maryland Code.

4. In the case of a new vehicle or chassis, the printed manufacturer's new vehicle warranty delivered to Purchaser with such vehicle or chassis shall apply as between the manufacturer and Purchaser. Dealer is not a party to such warranty. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined by the terms of such warranty.

5. Maryland law requires Dealer to receive Purchaser's consent before placing an insignia on a vehicle advertising Dealer's name. Purchaser hereby consents to such advertising and waives any right to receive compensation from Dealer relating thereto.

6. Dealer disclaims any and all liability for personal property left by Purchaser in any trade-in vehicle. Any vehicle owned by Purchaser and driven by any of Dealer's employees or used for instruction, at Purchaser's request, is driven at Purchaser's risk, and Dealer shall have no liability for any resulting damages or injuries.

7. It is the policy of Dealer to make no refund or exchanges unless required by an applicable warranty.

8. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond the control, or without the fault or negligence, of Dealer.

9. Unless otherwise expressly provided, the cash price for the ordered vehicle does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to Purchaser; Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes, except income taxes, imposed on or incidental to the transaction covered by this Agreement, regardless of who may have the primary tax liability.

10. The front and back of this Buyer's Order, together with any other documents signed by the Purchaser in connection with the subject transaction, comprise the entire agreement between the parties. No oral agreements or understandings shall be binding. Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale or lease of the vehicle, and, in the event this Buyer's Order must be retyped or changed, Purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon. Default provisions of Paragraph 3 apply hereto.

11. In the case of a cash transaction, title to the ordered vehicle shall not pass to Purchaser until Dealer shall have received, in cash, the full amount of the unpaid balance, however Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the unpaid balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve Purchaser from the obligation to pay, in full, the unpaid balance. In the event that this is not a cash transaction, Purchaser agrees to execute such conditional sales contracts and other instruments as may be required by Dealer.

12. Purchaser hereby grants Dealer, and its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

13. Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within twelve (12) months from the date title is issued to Purchaser. Purchaser acknowledges that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the manufacturer of the vehicle, to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if Dealer suffers any other loss or harm from Purchaser's breach of this Paragraph, Purchaser agrees to indemnify and hold Dealer harmless from any such cost, loss or harm suffered by Dealer. Dealer may cancel this transaction without any liability to Purchaser in the event Dealer, in its absolute discretion, believes Purchaser intends to violate the provisions of this paragraph, and, in the event of such cancellation, this Agreement shall be deemed void *ab initio* and have no force and effect whatsoever.

14. The total price set forth on this Buyer's Order is the final price and the terms are the result of negotiation, and in lieu of all offers, public or private, provided however that if this transaction involves Dealer-arranged financing, and there is a price discrepancy between this Buyer's Order and an Installment Sale Contract, the Installment Sale Contract shall take precedence.

15. Any amount marked as an "estimate" on this Buyer's Order is based on the best information available to Dealer and is subject to change when the true amount is determined. Purchaser agrees to such changes in the terms hereof as may be necessary to reflect the correction of any such estimate.

16. In the event Purchaser shall commence a proceeding against Dealer relating to the vehicle or any aspect of this transaction, Dealer shall be entitled to recover its costs and reasonable attorney's fees, as determined by the Court or arbitrator, if Dealer substantially prevails in such proceeding.

17. In the event Purchaser fails to present the vehicle ordered hereunder for performance of any service required by an authorized "We Owe" slip, or fails to negotiate a refund check from Dealer within ninety (90) days of the date of the "We Owe" slip or the check, the amount of the check or value of the service, as the case may be, shall revert to and become the property of Dealer.

18. Purchaser grants Dealer permission to contact Purchaser, after the date of this Buyer's Order, by telephone, mail, email, or facsimile.

19. This Agreement shall inure to the benefit of Dealer's successors and assigns. Purchaser may not transfer or assign this Agreement or any rights hereunder to a third party.

20. If Purchaser intends to lease the Vehicle, the Vehicle title will be in lessor's name. Total taxes, other fees, total balance and balance due will be evidenced in a third party lease agreement.

21. This Agreement is entered into in the state and county where Dealer is located and shall be governed by and construed under the laws of such state, without regard to conflicts of laws principles. The state and federal courts of the jurisdiction where Dealer is located shall be the only forum of any litigation relating hereto. Delivery of any Vehicle or Trade-in shall be at Dealer's location. Purchaser shall be solely responsible for all costs and risk of transportation of Vehicle following delivery.

22. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.

23. WE AGREE THAT ANY DISPUTE (AS DEFINED BELOW) SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES AND SUBJECT TO THE JAMS MINIMUM STANDARDS FOR PROCEDURAL FAIRNESS FOR CONSUMER ARBITRATIONS, IF APPLICABLE. THE COSTS AND FEES OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES UNLESS THEY AGREE OTHERWISE IN WRITING. THIS AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16. ANY ARBITRATION HEARING SHALL TAKE PLACE IN THE STATE AND COUNTY WHERE DEALER IS LOCATED AND THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF SUCH STATE. JUDGMENT UPON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE KNOWINGLY WAIVED THEIR RIGHTS TO A JUDGE OR JURY TRIAL. THE COMMENCEMENT OF A LAWSUIT, ADMINISTRATIVE PROCEEDING OR OTHER ACTION AGAINST THE OTHER PARTY RELATING TO A DISPUTE SHALL CONSTITUTE A BREACH OF THIS AGREEMENT. AS USED HEREIN, A DISPUTE IS ANY CLAIM, DISPUTE OR CONTROVERSY DIRECTLY OR INDIRECTLY RELATING TO (i) THIS TRANSACTION; (ii) ANY VEHICLE INVOLVED IN THIS TRANSACTION; (iii) THIS AGREEMENT; OR (iv) ANY OTHER AGREEMENT RELATING TO THIS TRANSACTION, PROVIDED HOWEVER THAT DEALER'S USE OF REPOSSESSION, REPLEVIN, DETINUEE OR ANY OTHER REMEDY, WITH OR WITHOUT JUDICIAL PROCESS, TO ENFORCE ANY COLLATERAL, SECURITY OR PROPERTY INTEREST OR TO OBTAIN TITLE TO A TRADE-IN VEHICLE, SHALL NOT BE CONSIDERED A DISPUTE AND SHALL NOT BE SUBJECT TO ARBITRATION. THIS AGREEMENT SHALL NOT BE CONSTRUED TO PERMIT CLASS-WIDE ARBITRATION OF ANY CLAIM, NOR SHALL ANY ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDE, BY CONSOLIDATION, JOINDER OR OTHERWISE, AN ADDITIONAL PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT, EXCEPT BY WRITTEN CONSENT CONTAINING A SPECIFIC REFERENCE TO THIS AGREEMENT AND SIGNED BY DEALER, PURCHASER(S) AND ANY PERSON OR ENTITY SOUGHT TO BE JOINED. CONSENT TO ARBITRATION INVOLVING AN ADDITIONAL PERSON OR ENTITY SHALL NOT CONSTITUTE CONSENT TO ARBITRATION OF ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION NOT DESCRIBED IN THE WRITTEN CONSENT OR WITH A PERSON OR ENTITY NOT NAMED OR DESCRIBED THEREIN. THESE LIMITATIONS ON CLASS-WIDE AND CONSOLIDATED ARBITRATION ARE ESSENTIAL TERMS THAT NEITHER COURTS NOR ARBITRATORS CAN SEVER FROM THIS AGREEMENT TO ARBITRATE. APART FROM THE LIMITATIONS ON CLASS-WIDE AND CONSOLIDATED ARBITRATION, IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS PARAGRAPH UNENFORCEABLE, THE REMAINING TERMS SHALL CONTINUE IN EFFECT.



WALDORFFORD.COM

2440 Crain Highway, Waldorf, MD 20601
301-843-2400

STOCK NO.

WA32676

PURCHASER'S
FULL NAME

Colleen Wilson

FIRST

MIDDLE

LAST

Steve Luck

12/13/20

SALESPERSON

DATE

PURCHASER'S
FULL NAME

Colleen Wilson

EMAIL

cwilson@townoflaplata.org

ADDRESS

305 QUEEN ANNE ST

RES. PHONE

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PLEASE ENTER MY ORDER FOR THE FOLLOWING VEHICLE:

CELL PHONE

YEAR	2024	MAKE	Ford	MODEL	Super Duty F	COLOR	Oxfo	NEW	☐	USED	☐	DEMO	☐	PREVIOUS RENTAL	☐			
MVI OR SERIAL NO.	1FDUF5HN8RDA32676							MILEAGE	55		TO BE DELIVERED ON OR ABOUT							
PRICE OF VEHICLE								73943.00										
*Customer handliner their own taxes and registration fees.								Rebate: Transit Fast Cash								2500.00		
								Upfit Snow Plow and Salt Spreader								20743.00		
								Destination and Delivery								1995.00		
**\$54.00 is for temporaty tags only																		
								Subtotal:								99181.00		
SUB TOTAL								DEALER PROCESSING CHARGE (NOT REQUIRED BY LAW)								799		
								APPLICABLE TAXES								0.00*		
TITLE FEE	CVR FEE	TAG FEE	LICENSE FEE	TIRE TAX	TOTAL FEES								54.00**					
TOTAL VEHICLE PRICE																		
DEPOSIT SUBMITTED WITH ORDER THIS BUYER'S ORDER IS NOT A CASH RECEIPT																		
ALLOWANCE FOR USED CAR TRADE IN																		
LESS BALANCE OWING TO -																		
DESCRIPTION OF TRADE-IN																		
MAKE	MODEL	TYPE	New	YEAR	LICENSE NO.	NET EQUITY TRADE				REBATES				2500.00				
SERIAL NO.	DRIVERS LICENSE NO.				D.O.B.		GUARANTEED ASSET PROTECTION											
TRADE MILES	TITLE NO.				DRIVERS LICENSE NO.		D.O.B.		EXTENDED SERVICE PLAN									
INSURANCE COMPANY										SERVICE/MAINTENANCE CONTRACT								
POLICY NO.										BALANCE DUE ON DELIVERY					97534.00			

As to used vehicles, information on the window forms part of this agreement and the information on the window form makes any contrary provisions in this agreement void. La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrario. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.

NOTICE TO PURCHASERS

1. The Maryland Automotive Warranty Enforcement Act gives you certain additional rights against the manufacturer or factory branch in the event your new car does not conform to all applicable manufacturer's warranties during the first 24 months of ownership or 18,000 miles of the car's operation, whichever comes first. To preserve your right under this law, you must report non-conformity, defect, or condition by giving written notice to manufacturer or factory branch by certified mail, return receipt requested.
2. Purchasers warrant that the balance owed on trade vehicle is accurate and agree to pay the dealer any difference between the amount shown above and the actual amount due, and agree that the total cash due may be increased by the amount of the difference.
3. The other terms on the back of this Agreement constitute a part hereof.
4. Any modification of this Agreement must be in writing and signed by an authorized manager/representative of the dealer.
5. Purchasers certify that they are over 18 years of age.
6. New Car Purchasers certify that they have been given the opportunity to read the owners manual including the manufacturer's express warranty and rustproofing information.

Purchasers' Signatures: We have read the matter printed on the back hereof and agree to it as a part of this order the same as if it was printed above our signatures. We authorize the dealer to make whatever credit inquiries it deems necessary in connection with this contract. Purchasers understand that the annual percentage rate (APR) for any installment sale of the vehicle may be negotiated with Dealer and that Dealer may receive some portion of the finance charge or receive other compensation for providing financing, service contracts and other products. We specifically acknowledge that Paragraph 23 on the reverse side hereof requiring arbitration of any disputes has been reviewed with us and we understand those terms and conditions.

SALESPERSON'S SIGNATURE

SALESPERSON

BY

AUTHORIZED MANAGER

**THIS ORDER IS NOT VALID
UNLESS SIGNED
AND ACCEPTED BY DEALER
OR HIS AUTHORIZED
REPRESENTATIVE**

Purchaser

Date

Co-Purchaser

Date



ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions. As used herein, "Purchaser" shall refer to the purchaser, or collectively to the purchasers, shown on the reverse side hereof, as the case may be.

1. With respect to new vehicle orders, if the manufacturer/distributor changes the suggested retail price of the ordered vehicle or equipment, or substantially modifies the ordered vehicle design/equipment, or does not manufacture or distribute the ordered vehicle, Dealer may cancel this order or change the vehicle price accordingly. If the price is increased by Dealer, Purchaser may cancel this order. If either party cancels this order in accordance with this Paragraph and a motor vehicle has been traded in as part of the consideration for the ordered motor vehicle, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such trade-in vehicle has been sold by Dealer, any lien payoff and a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising shall be deducted from the allowance agreed upon, and Dealer shall be entitled to reimburse itself for any such costs from Purchaser's cash deposit. If Purchaser cancels this order under Section 12-615(a) of the Commercial Law Article of the Maryland Code, Dealer shall be entitled to retain 10% of any payments Purchaser has made to Dealer. If this is an order for special equipment, paint or similar items, or if Purchaser has requested that Dealer modify a vehicle in stock and Purchaser cancels this order in accordance with this Paragraph, Dealer may retain from Purchaser's deposit reasonable expenses incurred in the acquisition or modification of the vehicle or any special equipment.

2. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle at the time of delivery of such trade-in vehicle to Dealer. Purchaser warrants any such trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. If there are any undisclosed liens or encumbrances on any such trade-in vehicle, or the liens or encumbrances differ from those noted herein, Purchaser agrees to immediately pay upon request by Dealer any unpaid amounts in cash. If the trade-in vehicle is not to be delivered to Dealer until delivery of the motor vehicle ordered hereunder, the trade-in vehicle may be reappraised by Dealer upon delivery and such reappraised value shall determine the allowance therefor. The trade-in vehicle shall be delivered in same condition as appraised with the same equipment.

3. Purchaser shall be in default hereunder if (a) Purchaser fails to pay any sum when due, timely deliver a trade-in vehicle to Dealer or deliver unencumbered title thereto, or fails to timely accept delivery of the vehicle ordered; (b) Purchaser fails to comply with any of the terms hereof or any other promise or obligation relating to the ordered vehicle or any aspect of the transaction; or (c) Purchaser or any guarantor provided false, inaccurate, misleading or incomplete information in connection with the purchase, lease or financing of the vehicle or any other aspect of this transaction. In the event of default, Dealer shall be entitled to cancel this purchase order and rescind this transaction, repossess the vehicle ordered hereunder without notice, recover any sums due from Purchaser and/or retain as liquidated damages any cash down payment made by Purchaser, and in the event a vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such trade-in vehicle and reimburse itself from the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser any costs of repossession and collection, interest and reasonable attorney's fees arising out of an event of default, as determined by the Court or arbitrator. Dealer may, in its discretion, exercise any or all of the foregoing remedies for default, separately or together, and any failure to exercise a remedy shall not constitute a waiver thereof. This section does not apply if Agreement is cancelled by Purchaser under or in accordance with Paragraph 1 of this Agreement or 12-605 or 12-615(a) of the Commercial Law Article of the Maryland Code.

4. In the case of a new vehicle or chassis, the printed manufacturer's new vehicle warranty delivered to Purchaser with such vehicle or chassis shall apply as between the manufacturer and Purchaser. Dealer is not a party to such warranty. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty thereon, if any, shall be determined by the terms of such warranty.

5. Maryland law requires Dealer to receive Purchaser's consent before placing an insignia on a vehicle advertising Dealer's name. Purchaser hereby consents to such advertising and waives any right to receive compensation from Dealer relating thereto.

6. Dealer disclaims any and all liability for personal property left by Purchaser in any trade-in vehicle. Any vehicle owned by Purchaser and driven by any of Dealer's employees or used for instruction, at Purchaser's request, is driven at Purchaser's risk, and Dealer shall have no liability for any resulting damages or injuries.

7. It is the policy of Dealer to make no refund or exchanges unless required by an applicable warranty.

8. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond the control, or without the fault or negligence, of Dealer.

9. Unless otherwise expressly provided, the cash price for the ordered vehicle does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to Purchaser; Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes, except income taxes, imposed on or incidental to the transaction covered by this Agreement, regardless of who may have the primary tax liability.

10. The front and back of this Buyer's Order, together with any other documents signed by the Purchaser in connection with the subject transaction, comprise the entire agreement between the parties. No oral agreements or understandings shall be binding. Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale or lease of the vehicle, and, in the event this Buyer's Order must be retyped or changed, Purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon. Default provisions of Paragraph 3 apply hereto.

11. In the case of a cash transaction, title to the ordered vehicle shall not pass to Purchaser until Dealer shall have received, in cash, the full amount of the unpaid balance, however Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the unpaid balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve Purchaser from the obligation to pay, in full, the unpaid balance. In the event that this is not a cash transaction, Purchaser agrees to execute such conditional sales contracts and other instruments as may be required by Dealer.

12. Purchaser hereby grants Dealer, and its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

13. Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within twelve (12) months from the date title is issued to Purchaser. Purchaser acknowledges that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the manufacturer of the vehicle, to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if Dealer suffers any other loss or harm from Purchaser's breach of this Paragraph, Purchaser agrees to indemnify and hold Dealer harmless from any such cost, loss or harm suffered by Dealer. Dealer may cancel this transaction without any liability to Purchaser in the event Dealer, in its absolute discretion, believes Purchaser intends to violate the provisions of this paragraph, and, in the event of such cancellation, this Agreement shall be deemed void *ab initio* and have no force and effect whatsoever.

14. The total price set forth on this Buyer's Order is the final price and the terms are the result of negotiation, and in lieu of all offers, public or private, provided however that if this transaction involves Dealer-arranged financing, and there is a price discrepancy between this Buyer's Order and an Installment Sale Contract, the Installment Sale Contract shall take precedence.

15. Any amount marked as an "estimate" on this Buyer's Order is based on the best information available to Dealer and is subject to change when the true amount is determined. Purchaser agrees to such changes in the terms hereof as may be necessary to reflect the correction of any such estimate.

16. In the event Purchaser shall commence a proceeding against Dealer relating to the vehicle or any aspect of this transaction, Dealer shall be entitled to recover its costs and reasonable attorney's fees, as determined by the Court or arbitrator, if Dealer substantially prevails in such proceeding.

17. In the event Purchaser fails to present the vehicle ordered hereunder for performance of any service required by an authorized "We Owe" slip, or fails to negotiate a refund check from Dealer within ninety (90) days of the date of the "We Owe" slip or the check, the amount of the check or value of the service, as the case may be, shall revert to and become the property of Dealer.

18. Purchaser grants Dealer permission to contact Purchaser, after the date of this Buyer's Order, by telephone, mail, email, or facsimile.

19. This Agreement shall inure to the benefit of Dealer's successors and assigns. Purchaser may not transfer or assign this Agreement or any rights hereunder to a third party.

20. If Purchaser intends to lease the Vehicle, the Vehicle title will be in lessor's name. Total taxes, other fees, total balance and balance due will be evidenced in a third party lease agreement.

21. This Agreement is entered into in the state and county where Dealer is located and shall be governed by and construed under the laws of such state, without regard to conflicts of laws principles. The state and federal courts of the jurisdiction where Dealer is located shall be the only forum of any litigation relating hereto. Delivery of any Vehicle or Trade-in shall be at Dealer's location. Purchaser shall be solely responsible for all costs and risk of transportation of Vehicle following delivery.

22. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.

23. WE AGREE THAT ANY DISPUTE (AS DEFINED BELOW) SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY JAMS, PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES AND SUBJECT TO THE JAMS MINIMUM STANDARDS FOR PROCEDURAL FAIRNESS FOR CONSUMER ARBITRATIONS, IF APPLICABLE. THE COSTS AND FEES OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES UNLESS THEY AGREE OTHERWISE IN WRITING. THIS AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-16. ANY ARBITRATION HEARING SHALL TAKE PLACE IN THE STATE AND COUNTY WHERE DEALER IS LOCATED AND THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF SUCH STATE. JUDGMENT UPON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT THEY HAVE KNOWINGLY WAIVED THEIR RIGHTS TO A JUDGE OR JURY TRIAL. THE COMMENCEMENT OF A LAWSUIT, ADMINISTRATIVE PROCEEDING OR OTHER ACTION AGAINST THE OTHER PARTY RELATING TO A DISPUTE SHALL CONSTITUTE A BREACH OF THIS AGREEMENT. AS USED HEREIN, A DISPUTE IS ANY CLAIM, DISPUTE OR CONTROVERSY DIRECTLY OR INDIRECTLY RELATING TO (i) THIS TRANSACTION; (ii) ANY VEHICLE INVOLVED IN THIS TRANSACTION; (iii) THIS AGREEMENT; OR (iv) ANY OTHER AGREEMENT RELATING TO THIS TRANSACTION, PROVIDED HOWEVER THAT DEALER'S USE OF REPOSSESSION, REPLEVIN, DETINUEE OR ANY OTHER REMEDY, WITH OR WITHOUT JUDICIAL PROCESS, TO ENFORCE ANY COLLATERAL, SECURITY OR PROPERTY INTEREST OR TO OBTAIN TITLE TO A TRADE-IN VEHICLE, SHALL NOT BE CONSIDERED A DISPUTE AND SHALL NOT BE SUBJECT TO ARBITRATION. THIS AGREEMENT SHALL NOT BE CONSTRUED TO PERMIT CLASS-WIDE ARBITRATION OF ANY CLAIM, NOR SHALL ANY ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDE, BY CONSOLIDATION, JOINDER OR OTHERWISE, AN ADDITIONAL PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT, EXCEPT BY WRITTEN CONSENT CONTAINING A SPECIFIC REFERENCE TO THIS AGREEMENT AND SIGNED BY DEALER, PURCHASER(S) AND ANY PERSON OR ENTITY SOUGHT TO BE JOINED. CONSENT TO ARBITRATION INVOLVING AN ADDITIONAL PERSON OR ENTITY SHALL NOT CONSTITUTE CONSENT TO ARBITRATION OF ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION NOT DESCRIBED IN THE WRITTEN CONSENT OR WITH A PERSON OR ENTITY NOT NAMED OR DESCRIBED THEREIN. THESE LIMITATIONS ON CLASS-WIDE AND CONSOLIDATED ARBITRATION ARE ESSENTIAL TERMS THAT NEITHER COURTS NOR ARBITRATORS CAN SEVER FROM THIS AGREEMENT TO ARBITRATE. APART FROM THE LIMITATIONS ON CLASS-WIDE AND CONSOLIDATED ARBITRATION, IN THE EVENT A COURT HAVING JURISDICTION FINDS ANY PORTION OF THIS PARAGRAPH UNENFORCEABLE, THE REMAINING TERMS SHALL CONTINUE IN EFFECT.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Karina Larsen, Town Treasurer
DEPARTMENT: Finance
TYPE: Appointment / Committee Recommendation
SUBJECT: Finance Committee Appointments – Chair and Vice Chair Recommendations

BACKGROUND:

Ordinance 24-17 established the Town of La Plata Finance Committee to provide advisory support on financial policies, budgetary matters, and long-term fiscal planning. The Finance Committee plays a key role in promoting transparency, fiscal responsibility, and informed decision-making in support of the Town Council.

The Finance Committee has submitted recommendations for the positions of Chair and Vice Chair. These recommendations are before the Town Council for consideration and appointment in accordance with Ordinance 24-17.

CHAIR RECOMMENDATION: ANDREY LITVIN

Mr. Litvin has served on the Finance Committee for approximately six months and has demonstrated a strong interest in municipal finance and fiscal accountability. He has expressed a desire to contribute to sound financial decision-making at the local government level and supports principles of budgeting transparency and responsible resource allocation.

Mr. Litvin holds a Bachelor of Science in Finance and has hands-on experience assisting with financial recordkeeping for a family-owned business in Louisville, Kentucky. While his experience is outside a formal professional setting, he brings practical financial knowledge, analytical skills, and a strong willingness to learn. He has indicated he is a quick study and capable of evaluating complex problem sets to arrive at well-reasoned recommendations.

VICE CHAIR RECOMMENDATION: KAREN BRANDT

Ms. Brandt has served on the Finance Committee for approximately one year and brings extensive experience in fiscal management and public service. A resident of La Plata since



1999, she has a long-standing connection to the community and a strong interest in supporting long-term planning efforts for the Town.

Ms. Brandt holds a Bachelor of Science in Management Development and has over 20 years of experience with the College of Southern Maryland, where she managed the fiscal operations of a statewide training and technical assistance program funded through county, state, and federal sources. In addition, she has served on multiple committees, including roles as treasurer, providing direct experience with budgeting, oversight, and financial accountability.

FISCAL IMPACT:

There is no direct fiscal impact associated with these appointments. Finance Committee members serve in a volunteer capacity.

The appointments support fiscal sustainability by ensuring the Finance Committee is led by individuals with relevant education, experience, and a demonstrated commitment to responsible financial governance.

STRATEGIC PLAN ALIGNMENT:

These appointments align with the Town's Strategic Plan goals related to good governance, financial transparency, and long-term fiscal sustainability. A strong Finance Committee leadership structure supports informed policy recommendations and responsible stewardship of public funds.

SUSTAINABILITY CONSIDERATIONS:

The Finance Committee supports economic sustainability by promoting sound financial planning, efficient use of resources, and long-term fiscal health for the Town. No environmental sustainability impacts are associated with this action.

ADA CONSIDERATIONS:

There are no ADA impacts associated with the appointment of Finance Committee members.

RECOMMENDED ACTION:

Approve the appointment of Andrey Litvin as Chair and Karen Brandt as Vice Chair of the Finance Committee, consistent with the provisions of Ordinance 24-17.



La Plata
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Item Number: 2026-0040

Date of Meeting: January 27, 2026

ATTACHMENTS:

Ordinance 24-17 – Finance Committee

1 **COUNCIL OF THE TOWN OF LA PLATA**
2 **Ordinance No. 24-17**
3

4
5 **Introduced By:** Mayor Jeannine E. James, by request
6

7 **Date Introduced:** October 08, 2024
8

9 **Date Adopted:** October 29, 2024
10

11 **Date Effective:** November 14, 2024
12

13
14 **AN ORDINANCE** concerning
15

16 **Finance Committee**
17
18

19 **FOR** the purpose of establishing a Finance Committee for the Town of La Plata; to specify
20 the composition and terms of the office of members of the Committee; to specify the
21 duties of the Committee; and all matters generally related thereto.
22

23 **BY** adding
24 Chapter 21 FINANCE COMMITTEE
25 Sections 21-1 through 21-9
26 Code of the Town of La Plata
27 (1998 Edition and Supplements)
28
29

30 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA**, that new
31 Chapter 21, consisting of Sections 21-1 through 21-9, inclusive, be and is hereby added to the
32 Code of the Town of La Plata, (1998 Edition and Supplements), to follow immediately after
33 Chapter 20 thereof and to read as follows:
34

35 **Chapter 21 – FINANCE COMMITTEE**
36

37 **21-1. ESTABLISHMENT.**
38

39 THERE IS A COMMITTEE TO BE KNOWN AS THE "FINANCE COMMITTEE OF LA PLATA," WHICH
40 ALSO IS KNOWN AS THE "FINANCE COMMITTEE."
41

21-2. COMPOSITION, APPOINTMENT AND TERMS.

A. THE FINANCE COMMITTEE CONSISTS OF FIVE (5) MEMBERS, AND ONE (1) ALTERNATE MEMBER WHO MAY SIT ON THE COMMITTEE WHEN ANY OTHER MEMBER OF THE COMMITTEE IS ABSENT.

1. AT LEAST ~~ONE (1) MEMBER~~ TWO (2) MEMBERS SHALL HAVE PROFESSIONAL EXPERIENCE OR EDUCATION IN BUDGETING, FINANCIAL PLANNING, FINANCIAL ANALYSIS, OR RELATED FIELDS AND SHALL BE RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA.

2. AT LEAST ONE (1) MEMBER SHALL BE A RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA WHO IS NOT AN OWNER OF A BUSINESS THAT IS LOCATED WITHIN THE TOWN.

3. ONE (1) MEMBER SHALL BE AN OWNER OR MANAGER OF A SMALL BUSINESS THAT IS LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA AND THAT:

- a. IS INDEPENDENTLY OWNED OR OPERATED;
- b. IS NOT DOMINANT IN ITS FIELD ON A NATIONAL LEVEL; AND
- c. EMPLOYS 50 OR FEWER FULL-TIME EMPLOYEES.

4. NOTWITHSTANDING THE MEMBER DEFINED IN §21-2(A)(3), ALL MEMBERS OF THE FINANCE COMMITTEE MUST BE RESIDENT WITHIN THE CORPORATE LIMITS OF THE TOWN OF THE LA PLATA.

B. MEMBERS OF THE FINANCE COMMITTEE SHALL BE APPOINTED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. THE TERM OF EACH MEMBER SO APPOINTED SHALL BE FOR FOUR (4) YEARS OR UNTIL HIS SUCCESSOR QUALIFIES AND TAKES OFFICE; EXCEPT, HOWEVER, THAT THE TERMS OF THE MEMBERS FIRST APPOINTED SHALL BE AS FOLLOWS:

- 1. TWO (2) VOTING MEMBERS SHALL BE APPOINTED FOR ONE (1) YEAR;
- 2. THREE (3) VOTING MEMBERS SHALL BE APPOINTED FOR THREE (3) YEARS.

C. THERE SHALL BE NO LIMIT AS TO THE NUMBER OF CONSECUTIVE TERMS A MEMBER OF THE BOARD MAY SERVE.

21-3 REMOVAL.

ANY MEMBER OF THE FINANCE COMMITTEE MAY BE REMOVED FOR GOOD CAUSE BY THE TOWN COUNCIL. AMONG OTHER CAUSES, UNEXCUSED ABSENCE FROM THREE (3) CONSECUTIVE MEETINGS OF THE FINANCE COMMITTEE BY ANY MEMBER IS GOOD CAUSE FOR REMOVAL FROM THE BOARD.

21-4 VACANCIES.

A. A VACANCY IN THE MEMBERSHIP OF THE FINANCE COMMITTEE SHALL BE CREATED BY ANY OF THE FOLLOWING CIRCUMSTANCES:

1. THE DEATH OF A MEMBER;
2. THE INABILITY OF A MEMBER TO PERFORM THE MEMBER'S DUTIES ON THE BOARD BECAUSE OF PHYSICAL OR MENTAL DISABILITY OR INCAPACITY;
3. A MEMBER'S RESIGNATION;
4. UNEXCUSED ABSENCE FROM THREE (3) CONSECUTIVE MEETINGS, WHICH SHALL CONSTITUTE RESIGNATION BY THE MEMBER;
5. THE CESSATION OF RESIDENCY IN THE TOWN OF LA PLATA BY A MEMBER WHO QUALIFIED FOR APPOINTMENT TO THE BOARD AS A RESULT OF SUCH RESIDENCY;
6. WHERE THE MEMBER QUALIFIED FOR APPOINTMENT TO THE COMMITTEE BY OWNING OR MANAGING A BUSINESS WITH ITS HEADQUARTERS, EXECUTIVE OFFICES OR PRINCIPAL BUSINESS LOCATION IN THE TOWN OF LA PLATA, THE CESSATION OF THE MEMBER'S OWNERSHIP OR MANAGEMENT OF THE BUSINESS OR THE BUSINESS CEASING TO HAVE A LOCATION WITHIN THE CORPORATE LIMITS OF THE TOWN OF LA PLATA;
7. A MEMBER'S REMOVAL FROM THE COMMITTEE BY THE TOWN COUNCIL PURSUANT TO THIS CHAPTER;
8. ANY OTHER ACT OR OCCURRENCE CREATING A VACANCY.

B. A VACANCY SHALL BE FILLED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. IN THE CASE OF A VACANCY FOR AN UNEXPIRED TERM, THE APPOINTMENT OF THE SUCCESSOR MEMBER SHALL BE ONLY FOR THE UNEXPIRED TERM FOR WHICH

HIS PREDECESSOR WAS APPOINTED.

21-5 CHAIRMAN.

A. THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL, SHALL APPOINT ONE OF THE MEMBERS OF THE BOARD TO SERVE AS CHAIRMAN AND ANOTHER TO SERVE AS VICE CHAIRMAN FOR A TWO-YEAR TERM TO BEGIN JULY 1.

B. A VACANCY SHALL BE FILLED BY THE MAYOR, WITH THE APPROVAL OF THE TOWN COUNCIL. IN THE CASE OF A VACANCY FOR AN UNEXPIRED TERM, THE APPOINTMENT OF THE SUCCESSOR MEMBER SHALL BE ONLY FOR THE UNEXPIRED TERM FOR WHICH HIS PREDECESSOR WAS APPOINTED.

21-6 COMPENSATION AND EXPENSES.

THE MEMBERS OF THE FINANCE COMMITTEE SHALL NOT RECEIVE ANY COMPENSATION FOR THEIR SERVICES ON THE BOARD; HOWEVER, SUBJECT TO APPROPRIATION OF FUNDS IN THE BUDGET FOR SUCH PURPOSE, THE BOARD MAY BE REIMBURSED FOR ACTUAL EXPENSES, IF ANY, NECESSARILY INCURRED IN THE PERFORMANCE OF THEIR DUTIES.

21-7 RULES; QUORUM; MEETINGS.

A. THE FINANCE COMMITTEE MAY ADOPT SUCH RULES AND REGULATIONS AS IT MAY DEEM NECESSARY FOR THE PROPER TRANSACTION OF ITS BUSINESS. THESE RULES AND REGULATIONS MAY NOT BE INCONSISTENT WITH THIS CHAPTER OR THE TOWN CHARTER.

B. THREE (3) MEMBERS OF THE FINANCE COMMITTEE SHALL CONSTITUTE A QUORUM. EVEN THOUGH ONE OR MORE VACANCIES EXIST, THE BOARD MAY TRANSACT ITS BUSINESS AS LONG AS A QUORUM IS PRESENT.

C. THE COMMITTEE SHALL MEET MONTHLY UNLESS OTHERWISE DETERMINED BY THE MEMBERS OF THE COMMITTEE OR THE CHAIRMAN.

D. ALL SESSIONS AND MEETINGS OF THE COMMITTEE SHALL BE OPEN TO THE PUBLIC, EXCEPT FOR SUCH MEETINGS AND SESSIONS AS MAY BE CLOSED BY LAW.

21-8 DUTIES OF TOWN OFFICIALS IN CONNECTION WITH THE BOARD.

THE CHIEF EXECUTIVE OFFICER OR HIS AUTHORIZED REPRESENTATIVE SHALL SERVE

AS EXECUTIVE SECRETARY TO THE FINANCE COMMITTEE, AND THE TOWN ATTORNEY SHALL
SERVE AS ATTORNEY FOR THE BOARD.

21-9 POWERS AND DUTIES.

THE FINANCE COMMITTEE IS CREATED FOR THE PURPOSE OF MAINTAINING CONTINUOUS
SURVEILLANCE OVER THE TOWN'S FINANCES AND SHALL HAVE THE FOLLOWING DUTIES:

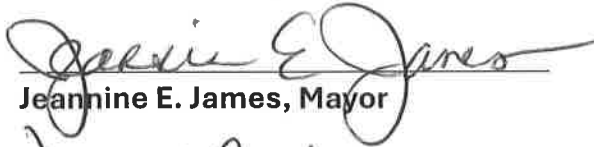
- A. TO MONITOR ACTUAL EXPENDITURES COMPARED TO THE ADOPTED BUDGET.
- B. TO SUBMIT RECOMMENDATIONS WITH REGARD TO THE BUDGET AND CAPITAL
IMPROVEMENT PLAN (CIP) TO THE TOWN COUNCIL IN APRIL OF EACH YEAR FOR THE
BUDGET AND IN NOVEMBER FOR THE CIP.
- C. TO REVIEW ALL PROPOSED AMENDMENTS TO ARTICLE VIII (FINANCE) OF THE TOWN
CHARTER.

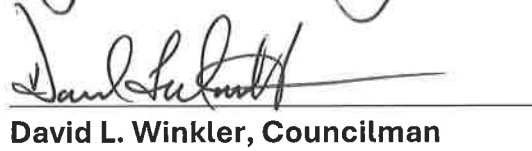
SECTION 2: AND BE IT FURTHER ENACTED that this Ordinance shall become effective at the expiration of fifteen (15) calendar days after its approval by the Council.

SEAL:



COUNCIL OF THE TOWN OF LA PLATA


Jeannine E. James, Mayor


David L. Winkler, Councilman


Matthew D. Trollinger, Councilman

Attest:


Evalyne Bryant-Ward, Councilwoman


Kelly G. Phipps
Interim Town Clerk


David M. Jenkins, Councilman

Date October 29, 2024

EXPLANATION:

CAPITALS INDICATE MATTER ADDED TO EXISTING LAW
((Double Parentheses)) indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-Out~~ indicates matter stricken from bill by amendment or deleted from the law by amendment.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Monica Kennedy
DEPARTMENT: Human Resources
TYPE: Town Council Ordinance
SUBJECT: Town of La Plata Employee Handbook

BACKGROUND:

The Town's Employee Handbook has not been comprehensively updated since 2013. Since that time, numerous federal and state employment laws have changed, necessitating revisions to ensure the handbook reflects current legal requirements and expanded employee rights. The existing document also contains provisions that are incomplete, or unclear, which creates the potential for confusion and inconsistent application. Additionally, as the Town has grown and operational practices have evolved, certain day-to-day procedures no longer align with the policies currently reflected in the handbook. This matter is presented to the Town Council because Town Code (§37-6 requires Council approval of personnel rules and regulations. The primary stakeholders are all Town employees, and the updated handbook is intended to provide clear, consistent standards so employees understand both the expectations of their roles and the policies that govern employment with the Town.

FISCAL IMPACT:

There is no direct fiscal impact associated with the update to the Employee Handbook, as it was developed and revised internally using existing staff resources. The only cost incurred was employee time dedicated to drafting, reviewing, and editing the document. In addition, the Town's risk management partner, LGIT, reviewed the handbook at no charge as part of the Town's contracted services. Adoption of the updated handbook is expected to reduce organizational risk by clearly defining employment practices, expectations, and decision-making standards, which supports consistent application and strengthens compliance.

STRATEGIC PLAN ALIGNMENT:

Adoption of the updated Employee Handbook advances the Town's Strategic Plan goals for Good Governance by supporting "regularly assessing plans and policies to ensure their creation follows set protocol" and "maintaining and enforcing existing plans and policies."



Bringing the handbook up to date ensures the Town’s personnel rules and regulations are accurate, internally consistent, and aligned with applicable legal requirements. A clear, up-to-date handbook also strengthens transparency and accountability by establishing a consistent framework for employment-related decisions, reducing ambiguity and supporting fair, uniform application across departments.

The updated handbook also supports Operational Excellence by helping the Town “ensure the staff have the tools, training, and resources needed to do their jobs well” and “set clear expectations.” The handbook serves as a core reference for employees and supervisors, outlining workplace standards, responsibilities, and key employment practices in a single accessible document. By clearly defining expectations and documenting how policies are applied in practice, the handbook supports more effective onboarding, day-to-day guidance, and consistent management—helping employees perform successfully and supporting reliable service delivery.

SUSTAINABILITY CONSIDERATIONS:

The updated Employee Handbook is written to support long-term, sustainable use by providing flexible, principle-based language that can remain effective even when minor legal or administrative changes occur. Where appropriate, the handbook references governing laws and established practices in a way that allows routine updates to procedures or forms without requiring a full rewrite. The intent is to minimize the need for frequent Council action, while ensuring the handbook remains current and functional. Accordingly, the handbook would be brought back to the Town Council primarily when a significant change occurs—such as the adoption of a new statewide requirement (e.g., Maryland’s Time to Care Act) or a major policy revision affecting employee benefits, such as substantive changes to vacation leave.

ADA CONSIDERATIONS:

The updated Employee Handbook was developed with accessibility in mind and is formatted to support use by individuals with disabilities, including compatibility with assistive technologies (e.g., screen readers) and an accessible document structure for readability.

In addition, the handbook includes a dedicated section addressing the Americans with Disabilities Act (ADA), including the reasonable accommodation process, employee rights and responsibilities, and guidance for supervisors on managing accommodation-related needs in a consistent, compliant manner.



La Plata
MARYLAND

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Item Number: 2025-1902

Date of Meeting: January 27, 2026

RECOMMENDED ACTION:

Adopt Resolution 26-11, Town of La Plata Employee Handbook, for the purpose of repealing the personnel rules and regulations of the Town of La Plata, as adopted August 2013, and adopting a new comprehensive Employee Handbook; and all matters generally relating thereto.

ATTACHMENTS:

Employee Handbook, revision date December 9, 2025.



Town of La Plata

Employee Handbook

Acknowledgment of Receipt of the Town of La Plata Employee Handbook

I acknowledge that I have received a copy of the Town of La Plata Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Town.

I also understand that I am an at-will employee of the Town and that the purpose of this Handbook is simply to inform me of the Town's policies and procedures and that it is not a contract of employment. I acknowledge that my employment is at-will and it is subject to termination by me or the Town, with or without cause, with or without notice, and at any time. Nothing in this Handbook provides any entitlement to me or any Town employee, nor is it intended to create contractual obligations of any kind. The at-will employment status of Town employees can be modified only in a written employment agreement signed by the employee and the Town Manager on the date the contract is signed.

I understand that the Town has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature

Date

Full Name (please print)

Please sign and date this acknowledgment and return it to Human Resources.

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DRAFT

Welcome

The Town of La Plata serves as the county seat for the Charles County Government and was originally founded in the 1870s as the Pennsylvania Railroad was granted a right of way to build its tracks and station. The Town was incorporated on April 4, 1888. Since La Plata's inception, it has grown into a beautiful small town of 10,676 residents (2020 Census) with hundreds of small businesses that serve Southern Maryland.

Official Town Bird: Purple Martin

Official Town Tree: Sweetbay Magnolia

Core Values

Our foundational pillars are represented by the acronym **C.A.R.E.**

- **Community Engagement & Citizenship** - By serving as responsible stewards, we promote opportunities for our residents to see reward in giving back and help them become involved as good neighbors.
- **Accountability** - Through a foundation built on transparency, we are answerable to each other and our community.
- **Respect** - We earn respect by building trust through actions and conducting ourselves with integrity and professional decorum.
- **Equity** - By engaging with the community, listening to citizens, evaluating their concerns, and addressing needs, we model our commitment to one another.

Vision

The Town of La Plata is an inclusive model of local government for community safety, health, amenities, and financial stability that benefits all residents for generations to come.

Mission

In partnership with the community, La Plata provides a cost-effective system of government for public services. We implement industry best practices and innovative ideas to be known as a cultural hub that respects its strong heritage, encourages economic growth, facilitates a safe environment for a diverse community, enhances quality of life, and protects its natural resources.

Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices, and procedures currently in effect at the Town of La Plata (“Town”).

The Handbook is designed to introduce you to our Town, familiarize you with Town policies, provide general guidelines on work rules, benefits, and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract of employment and does not create a contract of employment. The Town of La Plata generally does not offer individual employees formal employment contracts. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period. The purpose of the Handbook is to provide you with a convenient explanation of present policies and practices in the Town.

This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be directed to the Personnel Officer (“Department of Human Resources” or “Human Resources”), which maintains the full version of all Town policies and standard operating procedures (SOPs), including those not specifically detailed in this handbook.

The Town recognizes that the Police Department (PD) operates under specialized requirements and professional standards unique to law enforcement. Accordingly, the Police Department operational policies, such as use of force, vehicle pursuits, arrest procedures, evidence handling, body-worn cameras, and incident reporting, are maintained separately by the PD and issued through the Chief of Police as General Orders. These policies are developed and updated in compliance with applicable federal, state, and local laws, as well as recognized law enforcement standards.

PD employees are also covered by Town-wide employment policies (e.g., equal employment opportunity, anti-harassment and retaliation, leave administration, compensation/benefits, and IT/security). The PD will coordinate with Human Resources to ensure that PD operational policies align with legal requirements and Town-wide policies.

In the event of a conflict between PD policy and Town policy on matters other than PD operational procedures, Town policy will govern.

The Town reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such notice is not required for the changes to take effect.

Part 1 – General Employment Policies and Practices

Equal Employment Opportunity

The Town is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, military status, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Town's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2.

Your Employment Relationship with the Town

The Town of La Plata generally does not offer individual employees a formal employment contract with the Town. Employment is "at will," meaning that you or the Town may end your employment at any time for any lawful reason.

Law Enforcement officers employed by the Town are also considered at-will employees, except as otherwise provided by law. However, law enforcement personnel are subject to additional procedural protections and disciplinary review processes under the Maryland Police Accountability Act of 2021 and the guidelines established by the Charles County Accountability and Charging Committee.

No manager or other representative of the Town, other than the Town Manager, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Town Manager or designee and the employee.

Code of Ethics

Employees are expected to uphold the highest standards of integrity, professionalism, and ethical behavior in all aspects of their work. This includes demonstrating honesty, accountability, and fairness while treating colleagues, customers, and stakeholders with dignity and respect. Ethical conduct extends to all professional interactions, decision-making, and compliance with organizational policies, industry regulations, and applicable laws.

Employees must exercise good judgment, avoid misrepresentation, and act in a manner that fosters trust and confidence in the organization. Any form of dishonesty, fraud, discrimination, harassment, or unethical behavior is strictly prohibited. Employees should report any suspected ethical violations or concerns to their supervisor, Human Resources, or another designated representative. Retaliation against employees who report ethical concerns in good faith will not be tolerated.

The organization expects all employees to take personal responsibility for maintaining a workplace culture that prioritizes ethical conduct and accountability. If an employee is unsure whether a particular action aligns with the organization's ethical standards, they should seek guidance before proceeding.

Conflict of Interest

A conflict of interest arises when an employee's personal, financial, or professional interests may interfere, or appear to interfere, with their ability to make unbiased decisions in the best interest of the organization. Employees must remain transparent about any actual or potential conflicts and take steps to avoid situations that could compromise their professional responsibilities.

Examples of potential conflicts of interest include, but are not limited to:

- Holding a financial interest in or having a close personal relationship with a vendor, contractor, or competitor that could influence business decisions.
- Accepting gifts, favors, or benefits from individuals or organizations that do business with or seek to do business with the Town.
- Engaging in outside employment, consulting, or business activities that could compete with or negatively impact the organization.
- Using Town resources, confidential information, or position for personal gain or to benefit family members, friends, or associates.

Employees must disclose any actual or potential conflicts of interest to their supervisor or Human Resources as soon as they become aware of them. Failure to disclose a conflict of interest may result in disciplinary action, up to and including termination. If an employee is unsure whether a situation constitutes a conflict of interest, they should seek guidance before taking any action.

The Town is committed to ensuring that all business dealings are conducted with integrity and transparency. Employees are expected to always act in the best interest of the organization and to address any conflicts that may arise in a proactive manner.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor), and many hourly employees, are generally not exempt from the FLSA's overtime provisions.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least 40 hours per week and are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than 20 hours per week and are not hired on a temporary basis. Part-time employees are not eligible for Town-paid benefits, except as required by law.

Temporary and Seasonal Employees

Employees hired for an interim period are typically employed to fill in for vacations, leaves of absence, or projects of limited duration. Temporary and seasonal employees are not eligible for Town-paid benefits, except as required by law.

Orientation and Training

To help you become familiar with the Town and our internal culture, the Town will provide an orientation and training session within the first few days of your employment. Some of the session's content will largely depend on the nature of your responsibilities, while others will apply to all employees. Additionally, the Town may periodically offer supplementary training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The Town complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are required to provide original documents verifying their right to work in the United States on their first day of work and to sign a verification form, as mandated by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Town is required by law to terminate your employment.

Hours of Work

The workweek is generally from Monday through Friday, with hours varying by department. Hourly, non-exempt employees will be allowed a thirty-minute (30) lunch break.

The police department is responsible for ensuring coverage of the Town twenty-four (24) hours a day, seven (7) days a week, and therefore employees assigned to the police department, both sworn and unsworn, may be required to work outside the Town's core business hours.

Flex Time

The Town supports flexible scheduling when operational needs allow. Flex time permits employees to adjust their daily start and end times while still covering core business hours (generally 7:00 a.m.–5:00 p.m.) and ensuring public service coverage during Town Hall

hours (9:00 a.m.–4:00 p.m.). Flex time must be requested in advance and approved by both the supervisor and department director, taking into account workload, customer service needs, and coverage requirements. Participation does not guarantee a specific schedule and may be modified or withdrawn if needs change. Employees must accurately record time and comply with FLSA rules.

Telecommuting

Telecommuting may be offered when duties can be performed effectively away from Town facilities without impacting productivity, customer service, security, or records management. Telecommuters must maintain a safe and professional workspace, protect Town data/equipment, and be reachable and responsive, including for meetings.

Telecommuting is a privilege, approved at the department director level with review by the Town Manager, and may be changed or revoked at any time. Employees must track hours accurately and comply with FLSA.

Hybrid Work

Hybrid work (a mix of on-site and remote work) may be authorized where some duties are suited to remote performance while preserving in-person presence for collaboration and public service. Hybrid schedules are approved on a case-by-case basis by the supervisor and department director with Town Manager review. Hybrid employees must meet all telecommuting expectations on remote days, remain available during scheduled hours, and attend on-site meetings or events when required. Arrangements may be adjusted or revoked based on operations, performance, or service demands.

General Conditions

- Participation in flex time, telecommuting, or hybrid work does not change job duties, classification, pay, or benefits.
- Employees must follow all Town policies, including timekeeping, confidentiality, technology use, and record retention.
- The Town may modify or terminate any flexible/remote arrangement at its discretion to maintain coverage.
- Exceptions to these hours may be approved by the department director (and, when applicable, the Town Manager) to meet operational needs such as shift work, emergency response, or special events.

Overtime

No overtime may be worked without prior express approval from the employee's Department Director. This includes arriving early, working through unpaid meal periods, staying late, taking calls after hours, or checking emails or text messages off the clock.

Director Responsibility

Department Directors must minimize overtime by ensuring adequate staffing, effective scheduling, and efficient workload management. When responding to emergencies or after-hours callouts, Directors (or their designees) must ensure that only the required number of staff are deployed to safely and effectively resolve the issue.

Authorization

Overtime must be approved in advance for a specific purpose and duration; written approval (via email/text) is preferred. In rare, time-critical emergencies, verbal approval by the on-call supervisor/Director is required before work begins, with written confirmation documented immediately after.

Compensation

Non-exempt employees are paid one and one-half times (1.5x) their base rate for all hours worked over 40 in a workweek, consistent with the FLSA and Town policy. Exempt employees are not eligible for overtime pay.

Timekeeping & Compliance

All hours worked must be recorded accurately in the Town's timekeeping system. The Town will pay for all hours worked, including any unauthorized overtime, but working overtime without prior approval or failing to follow this policy may result in corrective action.

Law Enforcement

Law enforcement personnel are subject to Section 7K of the FLSA, which provides a special exemption from the standard overtime provisions. Overtime will be paid to a covered employee after they exceed their regular scheduled hours during a 14-day work period, coinciding with the published pay period for payroll.

Attendance and Punctuality

It is essential for you to report to work on time and to avoid unnecessary absences. The Town recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including termination. Excessive absenteeism or frequent tardiness places an unnecessary strain on your coworkers and can have a negative impact on the Town's success.

You are expected to report to work when scheduled. Whenever you know in advance that you will be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, please attempt to reach your immediate supervisor as soon as possible, but no later than two hours before your scheduled work time. If your immediate supervisor is unavailable, you must speak with a manager. If you

must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated for under the Town's leave policies described in Part 5.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to explain the reason for the delay. As with absences, you must make every effort to speak directly with the manager. Regular delays in reporting to work will result in disciplinary action up to and including termination.

No Call / No Show

Any employee who fails to report to their scheduled shift or notify their supervisor of absence for three (3) consecutive days will be considered to have voluntarily resigned.

Inclement Weather

The Town is open for business unless the Town Manager or designee advises otherwise. There may be times when the opening is delayed, and on rare occasions, it may be necessary to close. Use common sense and your best judgment when traveling to work in inclement weather.

Employees in essential positions, such as those in public safety or facilities roles, will still be required to report to work as directed.

In the event that the facilities are closed by the Town, employees will be paid for the day if they are scheduled for work. If the Town's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged as (1) compensatory time, (2) personal time, (3) vacation time, (4) police holiday (as applicable), or (5) unpaid time off, in that order.

When severe weather develops or is anticipated to develop during the day and the Town decides to close before 2:00 p.m., you will be compensated as if you have worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the Town closes, you will be required to use compensatory time or personal/vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

Non-exempt employees may not elect to work during hours when the Town is closed, such as arriving at their workstation prior to a delayed start or remaining after the facilities are closed, even if they believe it is safe to do so.

Use of Town Vehicles

Town vehicles are provided for official business and must be operated safely and responsibly at all times. Employees must obey all traffic laws, wear seat belts, and avoid distracted driving. Hands-free devices must be used when making or receiving calls while driving, as required by state law. If a position requires frequent phone calls or rapid response, the Town will provide an approved hands-free device. Employees who prefer to use their own hands-free device may do so, and the Town will offset the cost up to the amount it would have spent on a Town-issued device.

Vehicles must be kept clean and free of personal items. Smoking, vaping, or the use of tobacco products is prohibited in Town vehicles. Fueling, routine inspections, and reporting of mechanical issues should follow departmental procedures. Any accident, damage, or citation (including moving violations and parking tickets) must be reported promptly to the employee's supervisor. Town vehicles may not be used for personal errands or non-work activities unless specifically authorized in writing by the Town Manager or department director.

The Police Department will maintain its own general orders regarding the use of police vehicles. In the event of any conflict between those procedures and this handbook, Town policy will prevail.

Dress Code and Public Image

As a Town employee, you are expected to present a clean and professional appearance when representing the Town, whether you are in or outside the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, business-like manner.

The current Town dress code is business casual for administrative staff or uniform of the day. Please keep in mind, however, that the Town is a professional business office, where citizens and others often visit. Generally, clean, neat clothing is acceptable. Torn jeans or other torn clothing, graphic tee shirts, shirts with inappropriate language or images, and flip-flops or sandals are not considered appropriate attire. As always, please exercise good judgment in selecting your business attire.

The Town of La Plata celebrates diversity and individuality, including personal expression through tattoos, piercings, and natural hairstyles. We believe in creating a welcoming environment where employees can feel comfortable being themselves. As such, tattoos, piercings, and natural hairstyles are permitted in the workplace, provided they are kept neat and clean. We trust our employees to exercise sound judgment in their choices, recognizing that personal appearance should not compromise professional standards.

While we encourage self-expression, we also recognize the importance of maintaining a respectful and inclusive atmosphere. Offensive tattoos or piercings that could potentially

disrupt the work environment or offend colleagues or clients will be addressed on a case-by-case basis. Employees may be asked to cover or remove visible tattoos or piercings that are considered offensive while on duty.

Hygiene

Employees are expected to maintain personal cleanliness and grooming standards that are appropriate for a professional work environment and respectful of coworkers and the public. This includes regular bathing, use of clean clothing, and other practices that support a healthy and pleasant workplace. Supervisors may address concerns if hygiene creates disruption or negatively impacts others.

Fragrance

Light personal fragrances are allowed; however, heavy or excessive scents (e.g., strong perfumes/colognes, heavily scented lotions, body sprays, or plug-in/diffuser fragrances in shared areas) are not permitted when they create discomfort or health issues for others or disrupt the workplace. Employees should use scents sparingly and be responsive to requests to reduce or discontinue use. The Town may restrict fragrances in specific work areas or as part of an accommodation.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Town's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized, and clutter-free, with only the necessary items to perform your job. Those with individual offices may decorate as they choose, using good judgment to determine what is appropriate within a professional setting.

Personal Symbols, Messages, and Decorations

The Town maintains government/public areas as neutral spaces. Personal displays, such as flags (e.g., Pride, political, organizational), religious symbols, slogans, or cause-related imagery, are not permitted in lobbies, reception counters, public meeting rooms, service windows, shared corridors, or on building exteriors/flagpoles. Only official, Town-approved communications and displays may be posted in these locations. In shared work areas, personal items must be limited, professional, non-disruptive, and not public-facing or reasonably perceived as endorsed by the Town. Campaign materials for or against candidates, parties, or ballot questions are not permitted while on duty or in Town spaces.

Employees may discreetly express their identity or faith in personal workspaces not routinely accessed by the public by using modest-sized items that do not interfere with work, create disruption, or violate anti-harassment or other policies. The Town provides reasonable religious accommodation (e.g., small desk items, dress/garb, observances) unless they impose an undue hardship or pose a safety risk; contact the Department of

Human Resources to request accommodation. Department-wide or facility-wide thematic/awareness displays require approval by the Town Manager (or designee) to ensure neutrality, consistency, and safety.

Supervisors and HR may require removal, relocation, or resizing of items to maintain neutrality, professionalism, accessibility, and operational safety. Concerns should be reported to a supervisor or HR, and violations may result in corrective action under the Town's progressive discipline policy.

Office Equipment

Specific equipment is assigned to staff members depending on the job's particular needs, including a personal computer, printer, cell phone, and access to our central computers and servers. This equipment is the property of the Town and cannot be removed from the office without prior approval from the Town Manager. The Town expects you to treat this equipment with care and report any malfunctions immediately to staff members who are equipped to diagnose the problem and take corrective action.

Internet Access

Access to the Internet is primarily granted for work-related activities or approved educational/training purposes. Incidental and occasional personal use and study use are permitted. This privilege should not be abused and must not affect the employee's performance in employment-related activities.

Right to Monitor

The Town's email and Internet system is always the property of the Town. By accessing the Internet, Intranet, and electronic mail services through facilities provided by the Town, you acknowledge that the Town (by itself or through its Internet Service Provider) may, from time to time, monitor, log, and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Town uses email filters to block spam and computer viruses. These filters may, from time to time, block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download, or distribute illegal material, or material that others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark, and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without prior approval from qualified personnel within the Town.

Violation of this Policy

In all circumstances, the use of Internet access and email systems must be consistent with the law and Town policies. Violation of this policy is a serious offense and subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the Town. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Town. You may make limited use of our email system for matters involving personal business, so long as such use is kept to a minimum and does not interfere with your work.

The Town email system is Town property, and as such, is subject to monitoring. System monitoring is conducted for your protection and the protection of the rights and property of the service provider. Please consider this when conducting personal business using Town hardware and software.

Electronic mail is like any other form of Town communication and may not be used for harassment or other unlawful purposes. Your email account is a Town-provided privilege and is Town property. Remember that when you send an email from the Town domain, you represent the Town whether your message is business-related or personal.

Employees may only use Town-approved email signature templates. Email signatures must remain professional and consistent with the Town's branding and communication standards and may not include personal comments, taglines, slogans, images, or quotes. Any changes to an email signature must be reviewed and approved in advance.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject to monitoring, and the release of specific information is governed by applicable laws and Town rules, policies, and procedures regarding confidentiality. Existing regulations, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication. The same principles and guidelines outlined in the Town's rules, policies, and procedures apply to an employee's online social media activities.

Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects the Town's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal and/or state law.

Telephones

Access to the Town's telephone system is granted primarily for work-related activities or approved educational/training purposes. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance in employment-related activities. Telephone usage should be based on cost-effective practices that support the Town's mission and should comply with applicable rules and regulations.

You should use good judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cell phone cameras during work hours is prohibited to protect the privacy of the Town as well as that of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal and/or state law.

The Town telephone system is always the property of the Town. By accessing the Town's telephone system through facilities provided by the Town, you acknowledge that the Town reserves the right to monitor the system periodically to ensure that employees use it for its intended purposes.

The Town prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should such use become necessary in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking, Vaping, and Other Tobacco-Related Products

Tobacco products are defined as any product made or derived from tobacco that is intended for human consumption. This includes but is not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, and any form of electronic cigarettes or vaping devices.

To provide a safe and comfortable working environment for all employees, smoking is strictly prohibited inside any Town building. The use of tobacco products, including cigarettes, cigars, pipes, vaping devices (e-cigarettes), and smokeless tobacco (chew), is

strictly prohibited within all company premises and vehicles. This policy applies to all employees, contractors, visitors, and customers of the Town.

We understand the challenges of quitting tobacco products. The Town will provide support and resources for employees who wish to quit. Employees are encouraged to contact the Department of Human Resources for information on smoking cessation programs and resources.

Drug-Free Workplace

The Town takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees. It subjects all employees and visitors to our facilities to unacceptable safety risks, thereby undermining our ability to operate effectively and efficiently.

In accordance with Department of Labor regulations and the Federal Motor Carrier Safety Administration (FMCSA), the Town of La Plata implements random drug testing for all employees holding a Commercial Driver's License (CDL). This test is conducted to ensure compliance with federal regulations and promote road safety.

CDL drivers will be randomly selected for testing using a scientifically valid method that ensures each driver has an equal chance of being tested each time selections are made. The frequency of testing will follow DOT regulations, which currently require a certain percentage of CDL drivers to be tested annually. Testing will screen for substances as required by federal regulations, including but not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

Substance Use

The Town recognizes alcohol and drug abuse as potential health, safety, and security problems. The Town expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs (including cannabis), or other intoxicating substances. Compliance with this substance use policy is a condition of employment. Violations of the policy may result in discipline, up to and including termination.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution, or purchase of illicit drugs, cannabis, alcohol, or other intoxicants, as well as the misuse of prescription drugs on Town premises or at any time and any place during working hours. While the Town cannot control your behavior off the premises during your own time, the Town encourages you to always behave responsibly and appropriately. However, any off-duty activity, including drug or alcohol-related activity, that leads to your arrest or that causes embarrassment to the Town may be grounds for discipline, up to and including termination. All employees are required to report to their jobs in an appropriate mental and physical condition, ready to work.

Substance Use Disorder (SUD) is an illness that can be treated. Employees who have an alcohol or drug use problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or the Department of Human Resources for assistance in seeking help to address substance use, who can also help you determine coverage available under the Town's medical insurance plan. If you wish to remain anonymous while seeking treatment, you can contact the employee assistance program (EAP) directly. Contact details can be found in the Town's employee benefit book or by contacting the Department of Human Resources. Any employees requesting the EAP number will have their information kept confidential.

When work performance is impaired, admission to or participation in a treatment or other program does not preclude the Town from taking appropriate action. The Town will, however, assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Town policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers, and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA), the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including termination.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, cannabis, or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor and/or the Department of Human Resources.

The Town recognizes that marijuana remains illegal under federal law and therefore is not recognized as a protected substance under the ADA; however, employees who are registered Maryland medical cannabis patients may request consideration under applicable Maryland law. The Town will evaluate requests on a case-by-case basis through an interactive review that considers the employee's position, essential functions, workplace safety obligations, and operational needs, and this policy does not permit use, possession, or impairment during work hours or on Town property.

Any individual violating this substance use policy will be subject to disciplinary action, up to and including termination.

Testing in General

Except as provided below, all drug and/or alcohol testing conducted pursuant to the terms of this handbook will be conducted at a licensed laboratory at the Town's expense. All testing will be conducted in accordance with federal and/or state law as applicable, and employees will be provided with copies of lab results upon request and all notices required by federal and/or state law.

Reasonable Suspicion

Reasonable suspicion urine and/or breath alcohol testing shall be made based on specific, articulable, and contemporaneous observations. Reasonable suspicion observations and reports can only be made by individuals, including trainers and supervisors, who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in their work performance due to the use of a controlled substance or alcohol. The observing supervisor or manager is required to complete the appropriate documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing.

The Department of Human Resources maintains a Supervisor Checklist for supervisors to use when assessing an employee, as well as Reasonable Suspicion Test documents. If a supervisor or manager believes an employee is under the influence, they shall retrieve these forms from the Department of Human Resources. The Police Department includes staff who are trained to recognize and evaluate for reasonable suspicion that may be called to assist with assessing an employee.

Post-Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee if the accident involved a fatality, or for any employee who receives a citation for a moving traffic violation. The Town may require testing for all employees whose performance may have contributed to the accident, as well as any employee who was, or employees who were, involved in an accident to which injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident for breath alcohol testing (BAT) and thirty-two (32) hours for controlled substance testing. An employee involved in an accident shall refrain from alcohol consumption for

eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The Town will document the reasons for not conducting the required tests promptly.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to post-accident controlled substance and alcohol testing shall be considered to have refused the tests. This does not require delaying medical attention or other necessary assistance in responding to the accident.

Employees required to undergo testing will be transported to the testing site by another member of staff.

Law enforcement personnel will follow the applicable General Orders when involved in an accident in a police vehicle. In cases where the Town policy conflicts with General Orders, the stricter policy will prevail.

Random Testing

Random testing shall be conducted on employees holding a commercial driver's license (CDL). Random testing shall be unannounced and conducted with unpredictable frequency throughout the year, using an established, scientifically based selection method as articulated in Federal Highway Administration regulations. Testing shall be conducted whenever and as ordered by appropriate supervisory personnel, but no less frequently than required by federal law and regulations, as well as any applicable state laws.

Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for any individual controlled substance, or general category of such chemicals, or who admitted to alcohol or substance use and received treatment for such use. The employee must test negative and be evaluated and released to return to work by a Substance Abuse Professional (SAP).

Follow-Up Testing

Follow-up testing of any employee who has been allowed to return to work will be required. The employee will be required to submit to frequent, unannounced, random urine and/or breath alcohol testing at least six (6) times in the following twelve (12) months after returning to work. Follow-up testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be performed on a split sample that was provided simultaneously with the original sample, and the test analysis may be conducted at a different, qualified laboratory than where the original test was

performed. If the results of the additional test contradict those of the earlier initial and confirmation tests, and no irregularities pertaining the additional test results are discerned upon review by a Medical Review Officer, the Town Manager or designee shall declare the original tests to be canceled and invalid and note in the employee's records that the original test results are to be considered neither positive nor negative. The employee shall pay all costs for employee-requested retesting unless the second test invalidates the original test. The employee's request for a retest must be made to the Medical Review Officer within seventy-two (72) hours of notice to the employee of the initial test results. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the employee's control.

Consequences of Testing Positive

Upon notification that an employee whose breath alcohol or confirmation urinalysis test results have returned positive, the Town Manager or designee will immediately order that the employee in question be removed from duty. The Town is not required to return employees who have tested positive or otherwise violated this policy to a safety-sensitive position or to otherwise retain them as employees. Moreover, an employee cannot return to safety-sensitive duties until they have been evaluated by a substance use professional, have complied with recommended rehabilitation, and have received negative results on a return-to-duty test. The Town will allow employees to take time off to meet these requirements as unpaid administrative leave. The employee may choose to use their accrued leave to receive income during this period.

Failure to Test

Any employee who:

1. Fails to report immediately to the test site, and/or
2. Fails to submit to the required testing, including all the necessary testing procedures, and/or
3. Fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification, and/or
4. Provides an altered sample of urine

are considered to have refused to test and will be treated as if they had tested positive for either alcohol or a controlled substance. Such individuals shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that they are physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the Town.

Safety and Accident Rules

Safety is a joint venture in the Town. We strive to provide a clean, hazard-free, healthy, and safe environment to work in, and we make every effort to comply with all relevant federal, state, and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the Town's safety

rules, and you are expected to take an active part in maintaining a hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean, and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working conditions, processes, or procedures to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager as soon as reasonably possible. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Town's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention

The Town is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, residents, vendors, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of their employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without their consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees while performing work-related duties will be thoroughly investigated, and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for creating an environment of mutual respect, as well as for clients and visitors, and for following all policies, procedures, and practices. They are also responsible for assisting in maintaining a safe and secure work environment.

Recruitment and Hiring

The Town's primary goal when recruiting new employees is to fill vacancies with individuals who possess the most suitable skills, abilities, and experience necessary to perform the required work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are encouraged to apply for the position. As openings occur, notices relating to general information about the position are posted. The Department of Human Resources will arrange interviews with employees who apply.

Nepotism

To promote fairness and avoid conflicts, the Town may limit the employment of family members within the same department or reporting chain. Family members should not be placed in positions where one can influence the other's employment decisions, pay, evaluations, or work assignments. Disclosures of family relationships are required so the Town can evaluate potential conflicts.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, brother/brother-in-law, sister/sister-in-law, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Personnel Records

The Town must maintain accurate personnel records at all times. You are responsible for updating your personal information in the Human Resources Information System (HRIS) of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly updating the Town of such changes, you will avoid compromise of your benefits eligibility, the return of W-2 forms, or similar inconveniences.

All physical personnel records, medical files, and any other confidential employee information will be maintained by the Department of Human Resources. Employees may review their records at any time during their employment. Access to those records will be provided in accordance with State law.

Performance Reviews, Salary Reviews

You will have your first performance review between six (6) months and 12 months of employment with the Town, as determined by date of hire and Town-wide review schedules. Thereafter, performance reviews will generally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Town and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Town employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are awarded by the Town at its discretion, taking into account various factors, including your performance review and approved budgets.

Positive performance reviews do not always result in an automatic salary increase. The employee's overall performance and salary level, relative to their position responsibilities, must be evaluated to determine whether a salary increase is warranted.

Any salary increase is contingent upon the Town Council's annual budget appropriation process.

Classification Plan

The Department of Human Resources shall maintain a position classification plan based on assigned work duties and responsibilities. The classification plan will provide standardization and proper classification of all positions within the Town's service.

Administration of the Classification Plan

The Department of Human Resources shall conduct position classification studies at such times as deemed reasonable or necessary, when new positions are established, or upon the request of a department director or affected employee. Reviews shall not be conducted more than once per year.

Promotions and Transfers

To match you with the job for which you are most suited and/or to meet the business and operational needs of the Town, you may be transferred from your current job. This may be either at your request or due to a Town decision.

Reasons for transfer may include, but are not limited to, fluctuations in department workloads or production flow, a desire for more efficient personnel utilization, increased career opportunities, personality conflicts, health issues, personal situations, or other business reasons.

Most job openings intended to be filled from within the Town will be posted on the Town's applicant tracking system and emailed to all employees via their Town email addresses. The Town, however, reserves the right to transfer or promote an employee without posting the position's availability. Temporary transfers may be made at the discretion of the Town Manager and Human Resources.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current position. Your eligibility is also dependent on having the necessary skills, education, experience, and other qualifications required for the position. However, a transfer may take place within the first six (6) months of employment if the Town's management believes it is in the Town's best interest to make an exception to this guideline.

Law enforcement promotions and transfers will be subject to the police department's General Orders. When a conflict exists between Town practices and the General Orders, Town policy will take precedence.

Temporary Assignment to a Higher Level

The Town recognizes the value of empowering employees to step into higher-level roles when necessary to ensure the smooth operation of our business. Temporary assignments to higher-level positions may be considered for anticipated long-term coverage exceeding four (4) weeks, provided that the individual must assume the higher-level position to fulfill role-specific authority, such as decision-making or financial responsibilities, when no other individual is available with equal or greater authority.

These assignments are carefully evaluated and approved on a case-by-case basis, ensuring they are used only when necessary for the continued success of the Town. We understand the importance of maintaining continuity and efficiency during extended absences or transitions, and we appreciate the flexibility and dedication of our employees who are willing to take on these temporary responsibilities.

Employees selected for a temporary assignment to a higher level must be approved by the department director and the Department of Human Resources prior to assuming the designation. Salary considerations must take effect no later than one pay period in which the higher position was assumed, as required for reporting to the state pension.

Progressive Disciplinary Process

At the Town of La Plata, we believe in fostering a supportive and respectful work environment where all employees can thrive. However, when behavior or performance does not meet our standards, the Town typically follows a progressive discipline policy to address issues in a constructive and fair manner. The progressive discipline process begins with verbal counseling, during which the employee receives feedback and guidance on areas that need improvement. If the issue persists, it may escalate to a written warning that documents the concerns and outlines expectations for improvement.

In cases of serious misconduct, the Town may, at its sole discretion, bypass the steps of progressive discipline and take immediate disciplinary action up to and including termination. Acts of serious misconduct include, but are not limited to:

- Serious breaches of Town policy or conduct that create a significant risk to the Town's reputation, safety, or operations
- Theft, fraud, or embezzlement
- Violence, harassment, bullying, or discrimination
- Serious insubordination, such as refusing a lawful and reasonable instruction
- Gross negligence or gross insubordination
- Serious breaches of health and safety rules
- Use of illegal drugs, including cannabis, or being intoxicated at work
- Unauthorized absence (e.g., "no call, no show")
- Falsifying or destroying Town documents or records
- Misuse or damage of Town property

Throughout this process, supervisors and managers will collaborate closely with the Department of Human Resources. Human Resources will provide guidance and support to ensure that disciplinary actions are conducted in accordance with Town policies and applicable laws. Human Resources will be involved in documenting verbal and written warnings and, if appropriate, in developing and monitoring Performance Improvement Plans (PIPs). Additionally, Human Resources will assist in reviewing the circumstances leading to the final warning and termination decisions to ensure compliance with Town policies and legal requirements.

Any recommendations for suspension shall be reviewed by the Town Manager, Director of Human Resources, and Town Attorney on a case-by-case basis prior to the completion of the action.

All disciplinary actions will be kept confidential. All copies of written warnings, PIPs, and any other related documentation will be stored in the employee's personnel record.

Discipline of Police Officers

The discipline of police officers shall be in accordance with the standards and requirements outlined in the Maryland Police Accountability Act and shall adhere to the statewide disciplinary matrix established by the Act. In the absence of specific guidance from the state, Town policies shall apply.

Separation of Employment

If you wish to resign from your employment with the Town, the Town requests that you notify your manager of your anticipated departure date at least two (2) weeks in advance when possible. This notice should be in the form of a written note or letter. The Town reserves the right to accept the resignation notice effective immediately.

No leave will be granted during the notice period, as this is intended to transition duties to other employees and complete outstanding tasks. If leave was previously approved, the Town may choose to end employment before the leave is taken.

You will be paid for accrued but unused vacation accruals as part of your final paycheck. The Town does not pay out accrual balances for Personal Time Off (PTO), sick leave, FLEX, or police holiday.

The employee will be required to return all keys, equipment, uniforms, and other property, and to tie up any loose ends, prior to their final day of employment. The Town requests that all employees participate in an exit interview with the Department of Human Resources prior to leaving the Town. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Town in good standing, you may be considered for reemployment in the future. However, in the case of rehiring, the Town may consider you a new employee for the purposes of vacation time, benefits, and seniority.

Reduction in Force / Lay Off

The Town Manager, in coordination with the Department of Human Resources, may terminate any employee due to lack of funds, major reorganization, curtailment of work, or other business-related reasons. No regular full-time employee shall be separated from any department while there are probationary, part-time, or temporary employees serving in that department. An appointed authority may, with the approval of the Town Manager, nominate an employee who is to be laid off to any existing vacancy in the same class or a lower class for which they are qualified. The layoff order shall be determined by the employee's past performance and attendance, as well as the continuing service requirements.

Termination For Cause

Employment may be terminated for cause when an employee engages in serious misconduct or fails to meet fundamental standards of conduct or performance. Cause includes, but is not limited to:

- Serious breaches of Town policy or conduct that create a significant risk to the Town's reputation, safety, or operations
- Theft, fraud, or embezzlement
- Violence, harassment, bullying, or discrimination
- Serious insubordination, such as refusing a lawful and reasonable instruction
- Gross negligence or gross insubordination
- Serious breaches of health and safety rules
- Use of illegal drugs, including cannabis, or being intoxicated at work
- Unauthorized absence (e.g., "no call, no show")
- Falsifying or destroying Town documents or records
- Misuse or damage of Town property.

Depending on the severity and circumstances, the Town may use progressive discipline or proceed directly to termination.

Before a termination decision is made, Human Resources will coordinate an impartial review, which may include fact-finding, an opportunity for the employee to respond, and consultation with the Department Director and Town Manager or their designee. Upon termination, access to Town systems will be revoked, and Town property must be returned. Final pay/benefit processing will be conducted in accordance with applicable federal and state law and plan documents. If an employee disagrees with a termination for cause, they may file a complaint under the Town's grievance policy.

Grievances

Purpose

The Town is committed to providing employees with a fair and timely process to raise concerns about workplace discipline. This policy sets out both informal and formal steps for resolving issues.

Coverage

This policy applies to all Town employees regardless of position or status. Nothing in this policy constitutes a contract or guarantees continued employment.

Informal Problem-Solving

Employees are encouraged to address workplace issues promptly by:

- Talking directly with their supervisor when a concern arises.
- Requesting a meeting with Human Resources if the issue cannot be resolved at the department level or if the concern involves their supervisor.

Early, informal communication often resolves misunderstandings and avoids formal disputes.

Grounds for Discipline

Discipline may be imposed for many reasons, including but not limited to:

- Unsatisfactory performance or failure to meet expectations
- Breach of confidentiality or misuse of Town property or funds
- Unauthorized absence or repeated tardiness
- Intentional, reckless, or negligent damage to Town property
- Failure to maintain required licenses or certifications
- Misrepresentation, falsification, or omission of job-related information, and/or
- Acts identified under Progressive Discipline.

This list is illustrative, not exhaustive. The Town may discipline for other misconduct or poor performance.

When a Formal Grievance May Be Filed

Employees may file a formal grievance when they disagree with:

- A suspension without pay of more than three (3) workdays or 24 work hours;
- A disciplinary demotion; or
- A termination of employment.

Routine coaching, written warnings, performance improvement plans, or day-to-day supervisory feedback are not subject to formal appeal.

Filing a Grievance

Written Notice – The employee must submit a written grievance to Human Resources within five (5) business days of receiving the disciplinary notice.

The grievance must state:

1. The action being challenged (e.g., suspension, demotion, termination),
2. Why the employee believes the action was wrong or unsupported,
3. Any policy or legal error believed to have occurred, and
4. Any key evidence or facts not considered when the original decision was made.

Late Filings – Human Resources may extend the deadline only for good cause (e.g., emergency, unforeseen circumstance). Otherwise, missing the deadline forfeits the right to appeal.

Status During Grievance Review

Employees who file a grievance may be placed on paid administrative leave if appropriate. Access to Town property or systems may be restricted during this time.

Human Resources Review & Determination

Human Resources will conduct an administrative review of the grievance and the underlying action. Human Resources may request additional information, review relevant records, and meet with the employee, the department, or other involved parties as needed.

This review is administrative in nature, and formal courtroom rules of evidence do not apply. The employee may be accompanied by an advocate or support person of the employee's choosing in the presentation of the grievance.

Human Resources will issue a written determination within ten (10) business days of receiving the grievance, unless the deadline is extended for good cause with notice to the employee.

Appeal to the Town Manager

If the employee is dissatisfied with the Human Resources determination, the employee may submit a written appeal to the Town Manager within five (5) business days of receiving Human Resources' decision.

The Town Manager (or a neutral designee who was not involved in the original action) will review the grievance, Human Resources' determination, and any supporting materials, and may hold a hearing at their discretion. If a hearing is held, both the employee and the Town may present documents and identify relevant witnesses. The employee may be accompanied by an advocate or support person of the employee's choosing in the

presentation of the appeal. The appeal will be scheduled promptly and completed in a reasonable timeframe, not to exceed twenty (20) business days.

Final Decision

The Town Manager may uphold, modify, or overturn the disciplinary action.

A written final decision will be issued within fifteen (15) business days after the hearing (or conclusion of the review if no hearing is held).

The Town Manager's decision is final and binding. No further appeals will be permitted.

Documentation

Human Resources will maintain a complete and accurate record of:

- Complaints, evidence, and witness statements,
- Findings and recommendations,
- All grievance and appeal documentation,
- Final decisions and any changes to disciplinary action.

These records will be kept in the employee's confidential personnel file in accordance with the Town's record retention policy.

Employee Cooperation

Employees must cooperate with the grievance process, including providing requested information and attending scheduled hearings.

- Failure to cooperate, provide documents, or appear, without an approved reason, will be treated as the employee accepting the disciplinary action.
- Extenuating circumstances (such as illness or emergency) will be considered if promptly communicated to HR.

Non-Retaliation

The Town prohibits retaliation against any employee who files a grievance or participates in an appeal.

Return of Town Property and Final Payment Upon Separation

All employees separating from the Town for any reason shall, prior to the last day of employment, return all Town-owned property and equipment issued to the employee and the employee's ID. Failure to do so will result, to the extent permitted by law, in the deduction of the value of the Town-owned property and equipment from the employee's final paycheck and the withholding of benefits otherwise due to the employee at the termination of employment.

All compensation and payment for other benefits due to an employee at the time of separation shall be provided in a single check, unless otherwise authorized by the Town

Manager. This check is subject to any deductions as outlined in the employee's handbook and approved by the employee.

Reemployment

If an employee leaves Town employment and is reemployed after a break of ninety (90) days or more, the employee's seniority and benefits will be treated as those of a new employee. If the employee is reemployed within ninety (90) days of separation, the employee may accrue vacation at the same accrual rate in effect at the time the employee left Town employment.

Retirement

Employees planning to retire must provide written notice to Human Resources in accordance with MSRPS requirements. A timely, compliant notice is necessary for the Town to process the required paperwork and help minimize the compensation gap between the employee's final pay and the start of retirement payments.

Part 2 – Anti-Discrimination & Harassment

Discrimination Is Prohibited

The Town is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, hair texture or style, military status, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We strive to comply with all applicable federal, state, and local laws regarding discrimination. The Town will not tolerate interference with the ability of any of the Town's employees to perform their job duties.

The Town makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and skills of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform to management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith or participates in an investigation or litigation, even if the investigation or any subsequent litigation results in insufficient evidence to support the complaint.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. It is also any change in work environment that will allow an individual to practice their religion.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter the Town's right to hire the best-qualified applicant. Still, it does prohibit discrimination against a qualified applicant or employee because of their disability or a perceived disability. As a matter of Town policy, the Town prohibits discrimination of any kind against individuals with disabilities.

Disability Defined

An applicant or employee is considered disabled if they (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record or history of such an impairment; or (3) are regarded or perceived (correctly or incorrectly) as having such an impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Disability Accommodation

Qualified applicants or employees with disabilities should request reasonable accommodation from the Town to enable them to perform the essential duties of a particular job. If you are disabled and require a reasonable accommodation, contact Human Resources. Upon receipt of your request, we will meet with you to discuss your disability. We may ask for information from your healthcare provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated. If it can be accommodated, we will explore alternatives with you and endeavor to implement mutually agreeable accommodation.

Reasonable accommodation may take many forms and vary from one employee to another. Please note that, according to the ADA, the Town is not required to provide the exact accommodation you request. If more than one accommodation is feasible, the Town may choose which one to provide. Furthermore, the Town does not have to provide accommodation if doing so would cause undue hardship for the Town.

Service Animals

In accordance with the Americans with Disabilities Act (ADA), the Town permits the use of service animals by employees and visitors with disabilities. A service animal is a dog (or, in limited cases, a miniature horse) that is individually trained to perform specific tasks or work directly related to a person's disability. Examples of tasks include guiding individuals who are blind or have low vision, alerting individuals who experience hearing deficiencies, pulling a wheelchair, retrieving items, or providing assistance during a seizure.

Employees who require the use of a service animal as workplace accommodation should notify Human Resources to ensure that any necessary arrangements can be made and that the animal can be safely integrated into the work environment. The Town may request limited, ADA-compliant information to confirm that the animal meets the definition of a service animal. Service animals must always be under the handler's control, housebroken, and not pose a direct threat to the health or safety of others.

Emotional Support Animals

Emotional support, comfort, or therapy animals are not recognized as service animals under the ADA and, therefore, are not permitted in the workplace as a reasonable accommodation. These animals do not require training to perform specific tasks related to a disability and are not granted the same public access rights as service animals.

Employees seeking support related to mental health or emotional needs should discuss other reasonable accommodation with Human Resources.

Religious Accommodation

A religious accommodation is any adjustment to the work environment that will allow an employee or applicant to practice their religion. An employee is eligible for a religious accommodation if their sincerely held religious beliefs, practices or observances conflict with their work requirements, unless the accommodation would create an undue hardship. Religious accommodations might include an exemption from a dress code that would otherwise prohibit an employee from wearing a religious head covering; or, from a work schedule that would otherwise interfere with an employee's ability to attend religious services.

Employees should request a reasonable accommodation from the Town to allow them to practice their religion. If you have sincerely held religious beliefs and require a reasonable accommodation, contact Human Resources. Upon receipt of your request, we will meet with you to discuss the request and you may be required to provide additional information to support your request.

Pregnancy Accommodation

As required by the federal Pregnant Workers Fairness Act (PWFA), the Town will provide reasonable accommodation to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation causes undue hardship to Town operations.

An employee or applicant may request accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to the Department of Human Resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a healthcare provider substantiating the need for the accommodation.

Upon receipt of an accommodation request, Human Resources will contact the employee or applicant to discuss the request and determine if accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the Town will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Workplace Harassment

The Town is committed to providing a work environment that fosters equality, respect, and dignity for all employees. In keeping with this commitment, the Town has adopted a policy of “zero tolerance” regarding employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, hair texture or style, or military status. The Town prohibits harassment based upon all of these protected characteristics, as well as any additional characteristics protected by federal, state, or local law. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, residents, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for immediate termination. The Town will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly, and impartially investigated and resolved appropriately. The Town will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state, and local laws and applies equally to people of all sexes, genders, gender identities, sexual orientations, and gender expressions. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee’s work performance or creates an intimidating, hostile, or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, videos, graffiti, or cartoons; and repeated requests for dates. Town policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine

and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.)

The Town requires the reporting of all perceived incidents of sexual harassment, regardless of the identity of the offender. This mandate covers all employees who are victims of harassment or who witness such harassment. Every employee is encouraged to raise any questions or concerns with their immediate supervisor, designated manager, or Human Resources.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for applying and communicating this policy within their respective work areas. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Department of Human Resources is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees are required to report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, resident, contractor, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Department of Human Resources. The Town takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly, and impartially investigated by the Town.

The Town prohibits retaliation against any employee who files or pursues a claim of harassment, as well as any employee who supports an individual who has made a complaint by participating in an investigation or testifying at trial. To the extent possible, all complaints and related information will remain confidential, except for those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to fully cooperate with any ongoing investigation into a harassment incident. Failure or refusal to cooperate in an investigation may result in discipline, up to and including termination. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of the people involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, as well as with individuals who may have observed the alleged conduct or possess relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Town will promptly take action to eliminate the offending conduct and take such steps as are appropriate under the circumstances. Such action may range from counseling to termination of employment. It may include such other forms of disciplinary action (such as, for example, suspension), as the Town deems appropriate under the circumstances and in accordance with applicable law.

Whistleblower Protection

The Town encourages employees, volunteers, interns, and contractors to report in good faith any suspected violations of law, fraud, waste, abuse of authority, gross mismanagement, serious safety hazards, or substantial risks to public health or the environment. Concerns may be raised to a supervisor, any member of management, Human Resources, or the Town Manager. If the concern involves someone in your reporting chain or you are uncomfortable reporting through it, you may report directly to Human Resources or the Town Manager.

All reports will be reviewed promptly and impartially, with confidentiality maintained to the extent practicable and permitted by law. Information will be shared only with those who need to know, and individuals are expected to cooperate truthfully and accurately. The Town strictly prohibits retaliation against anyone who raises concern, seeks advice, participates in an investigation, or refuses to engage in unlawful conduct. Substantiated retaliation will result in corrective action, up to and including termination.

Reports should be made honestly and with a reasonable belief in their accuracy; knowingly false or malicious allegations may result in corrective action. Human Resources (or an assigned investigator) will document reports, the steps taken, and outcomes, and will retain records consistent with the Town’s records retention schedule and legal requirements. This policy supplements other reporting avenues, including EEO/anti-harassment, safety, ethics, and grievance procedures, and HR will coordinate the response when multiple policies apply.

Part 3 – Compensation

Compensation Plan

The Town Council shall establish a compensation plan for the Town's employees. The Department of Human Resources shall be responsible for the ongoing maintenance and accuracy of the plan.

The compensation plan includes a schedule of salary ranges, rates of pay, and the minimum and maximum salaries for each pay grade. Positions shall align within these pay grades based on pre-established criteria. Employees' salary or hourly rate may not exceed the maximum amount established for their assigned pay grade.

Amendment of the Compensation Plan

The Department of Human Resources may conduct comparative salary studies as deemed necessary or at the request of the Town Council or the Town Manager. Repositioning of positions shall be aligned with internal equity and external competitiveness of the overall compensation program. The Department of Human Resources will maintain related documentation of such changes as required.

Total Remuneration

Any salary rate established for an employee shall be the total remuneration for the employee, not including reimbursement for official travel or other authorized allowances. Except when otherwise provided in this handbook, no employee shall receive pay from the Town in addition to the salary authorized under the schedule provided in the pay plan for services rendered, either in the discharge of ordinary duties or any additional duties that may be imposed or which the employee may undertake or volunteer to perform.

In any case in which part of the compensation for services in a Town position, exclusive of overtime services, is paid by another department, division, or an outside agency such as the county, state, or federal government, or from a difference fund or account, any payments shall be deducted from the compensation of the employee concerned, to the end that the total compensation paid to any employee from all sources combined for any period, shall not exceed the amount payable at the rate prescribed for the class of position to which the employee is certified and assigned.

Dual Employment Prohibited

No employee shall be eligible for employment in any additional position in the Town without prior approval of the Town Manager. No employee shall continue in such position after becoming a candidate for nomination or election to any public office.

No elected or appointed official of the Town shall be eligible for employment with the Town in any other capacity, unless addressed within the Town Charter.

Secondary Employment

Secondary employment may be pursued by employees with prior approval from the Town Manager. Employees seeking secondary employment must submit a request to the Department of Human Resources outlining the nature of the proposed engagement, its anticipated time commitment, and any potential areas of overlap or conflict with their duties within the Town.

Approval of secondary employment will be granted based on a thorough review conducted by the Department of Human Resources and Town Manager to assess whether the proposed engagement aligns with the employees' obligations to the Town and does not compromise the integrity of their role or create conflicts of interest. Employees are expected to uphold the highest standards of professionalism and integrity in all aspects of their secondary employment, avoiding any activities that could undermine the public trust or detract from their effectiveness in serving the community through their Town employment.

If secondary employment is approved, the Town remains the primary employer, and obligations to the Town take precedence over any secondary engagement. Employees are expected to prioritize their responsibilities and commitments to the Town, ensuring that their secondary employment does not interfere with their ability to fulfill their duties effectively and efficiently. Should conflicts arise between primary and secondary employment responsibilities, employees must promptly address and resolve such conflicts in favor of their obligations to the Town.

The Police Department shall follow additional requirements outlined in the General Orders relating to law enforcement, security-related employment, or other employment that may conflict with obligations of sworn officers.

Payroll Practices

Employees are paid biweekly. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The Town will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members, or to other contributory benefit programs.

Other Deductions

Other deductions that you authorize, including short-term disability, health savings accounts, 457 contributions, or any other ancillary benefits.

The Town will also process all court-ordered deductions, including child support and garnishments.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You are responsible for ensuring your banking information is up to date in the Town's HRIS.

Pay Rate Changes

The following personnel actions may affect the pay status of an employee:

Transfer

When an employee is transferred between departments or between classes with the same pay grade, the rate of pay of the employee will remain unchanged unless the current rate is below the minimum pay rate established for the class to which the employee is transferring, in which case the employee's salary shall be raised to the minimum pay rate for the class of position to which the employee is assigned.

Promotion

When an employee is promoted from a position in one class to a position in a higher class, the salary rate shall be increased to the new minimum, but no less than 7.5% above their current pay.

Employer-Initiated Demotion

When an employee is involuntarily demoted from a position in one class to a position in a class with a lower salary rate, the rate of pay shall be reduced to within the pay range established for the class to which the employee is demoted. The employee shall not be eligible for a promotion or a merit increase for one (1) year from the date of demotion.

Employee-Initiated Demotion

When an employee voluntarily steps down into a position in a lower classification and pay range, the rate of pay shall be reduced to place it within the pay range assigned to the lower class. The employee shall not be eligible for a promotion or a merit salary increase for six (6) months from the date of demotion.

Employees may request a voluntary demotion only to an existing, budget-approved, vacant position. The Town is not required to create a position or displace another employee to accommodate such a request. The Town reserves the right to deny any request for a voluntary demotion.

Reclassification

Reclassification refers to the act of changing the classification or designation of a position or job within an organization. This change typically involves altering the job title, job description, salary grade, or level of responsibility associated with the position.

Reclassification can occur for various reasons, such as changes in job duties, organizational restructuring, performance evaluations, or adjustments to comply with evolving regulations or industry standards.

Employees may be reclassified to better reflect their current responsibilities, skills, and contributions to the organization. Reclassification can also occur as part of career advancement or as a result of internal promotions.

When a position is reclassified to a class with a lower salary rate than the employee's current position, and the action is for the benefit of the Town, and it is not a demotion, the employee shall retain the same rate of pay in the new position as they had in the previous position. If the employee's rate of pay is above the maximum of the new pay grade, their pay will not be increased further until the pay grade maximum exceeds their current rate.

When a position is reclassified to a pay grade with a higher salary rate than the employee's current position, the employee's salary shall be increased to at least the minimum of the new pay range. If the employee is already within the salary range of the higher pay grade, no change in compensation will occur.

Pay Adjustment

A change to individual pay may be warranted by the recognition that, although the position classification is correct and no substantial changes in duties or responsibilities have recently occurred, an anomaly exists that requires modification of the incumbent's pay to be consistent with Town policies and practices. An adjustment is not a promotion, a demotion, or a merit increase. It is a one-time amendment to re-establish internal equity.

Call Back Time

Non-exempt employees who have left their normal workplace and who are called back to work shall be credited for actual time worked regardless of the number of individual calls or a minimum of three (3) hours, whichever is greater. All callback time shall be counted as hours worked, including the minimum guaranteed time. Employees shall accumulate time from the time they begin performing services for the Town until they complete the services or are relieved from duty. The clock starts when the call is made to the employee.

Employees who are required to appear in court in conjunction with their duties for the Town shall be treated as called-back employees if the court appearance does not fall within their work schedule.

Stand-By / On-Call Status

Supervisors who have determined a need within their areas of responsibility for regularly scheduled stand-by or on-call status shall prepare a duty roster to provide, whenever possible, one (1) month's notice to those employees who are providing the service. The term of service shall typically be one (1) week in length.

Employees assigned to the Police Department should be aware that law enforcement operations may require different standby or on-call scheduling practices based on operational needs, emergency response requirements, or departmental procedures.

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Part 4 – Benefits

General

This section outlines the benefits offered by the Town and provides information on your eligibility for these benefits. Details regarding each benefit plan are contained in the Town's Benefit Guide. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents, which are available for your review in the Department of Human Resources.

Full-time employees are eligible to participate in the various insurance programs offered by the Town on their first day of the month following their date of hire. Annually, an Open Enrollment period will be held (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Medical Insurance

The Town offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found in the benefit guide. The Town offers medical, dental, and vision coverage for eligible employees and their eligible dependents. These programs are administered by a primary medical insurance carrier or health maintenance organization (HMO). Your contribution for coverage will be deducted from your salary based on benefit selections. The Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each plan. In the event of any conflict between the information contained in this Handbook and in the Town's SPDs, the SPDs shall govern. These plans are subject to change at the Town's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Town's discretion.

Retiree Medical Insurance

Employees who retire from the Town may be eligible to remain on the Town's medical insurance plan, at the employee's expense. Eligible retirees must have been covered under the Town's medical insurance for a minimum of two (2) years prior to retirement. Retirees may remain on the plan until they are eligible for Medicare.

Employee Contributions

The Town's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Town. Your contributory cost is deducted from your paycheck.

Open Enrollment

At the time you are hired, you are allowed to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The Open Enrollment period allows employees to add to or change their benefits coverage. Applications for medical, dental, vision, and voluntary life insurance may be submitted during this period. Changes, additions, and other elections made during Open Enrollment will take effect at the start of the fiscal year. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period, except in cases of certain life events (see Special Enrollment).

Special Enrollment

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and certain life events, such as marriage, divorce, death, and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of losing coverage or experiencing a life event that triggers special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description or contact the Department of Human Resources.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to offer employees, their spouses, and dependent children the right to continue group health benefits for a limited time when coverage would otherwise end because of certain life events. These events can include voluntary or involuntary job loss (for reasons other than gross misconduct), reduction in hours, death of the employee, divorce or legal separation, or a dependent child losing eligibility under the plan.

If you lose your group health coverage due to one of these qualifying events, you may have the option to continue your coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Coverage can typically continue for up to 18 months after employment ends or hours are reduced. In some situations (such as disability or certain family events), coverage may be extended for up to 36 months.

You will receive a written notice describing your rights and the steps to elect COBRA continuation coverage if you become eligible. You are responsible for paying the full premium for COBRA coverage, which may include an administrative fee as permitted by law.

Dental Insurance

The Town offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan's benefits and limitations.

Vision Insurance

The Town offers a vision plan for eligible employees. Please refer to the Vision Summary Plan Description for an explanation of the plan's benefits and limitations.

Long-Term Disability Plan (LTD)

Long-term disability coverage is a benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period. LTD is employee-specific. Please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

Retirement Plans

The Town offers two retirement programs to help employees build long-term financial security: a defined benefit (DB) pension through the Maryland State Retirement and Pension System (MSRPS) and a defined contribution (DC) plan. Benefits are administered in accordance with applicable laws, plan documents, and annual budget decisions; in the event of any conflict, the official plan documents prevail.

Defined Benefit (MSRPS) – Pension

Participation is required for eligible positions as determined by MSRPS rules. Employee contributions, service credit, vesting, disability/death benefits, and retirement eligibility are set by MSRPS. Enrollment occurs at the time of hire (or when an employee becomes eligible). On separation, options (e.g., refund or deferred vested benefit) follow MSRPS rules. Employees must keep beneficiary designations current; the Department of Human Resources provides enrollment instructions and the latest MSRPS resources.

Defined Contribution – 457(b) Plan

Eligible employees may contribute on a pre-tax and/or Roth (post-tax) basis up to IRS limits and may change deferrals during the year. Roll-ins from other eligible plans may be permitted. Withdrawals, loans, distributions at separation/retirement, required minimum distributions, and fees are subject to plan and IRS rules. The Town may provide an employer contribution or match, as outlined in the annual budget. The vendor, plan features, and any Town contribution will be communicated annually. The Town reserves the right to modify or discontinue the plan, subject to legal requirements.

Life Insurance

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The Town pays the premium for this program. The face value of this benefit is

equal to one time the employee's annual salary, with a maximum benefit of \$100,000. For details, please refer to the plan SPD.

Voluntary Life Insurance

Full-time employees are eligible to purchase supplemental life insurance for themselves at group rates. This insurance is a voluntary benefit and is employee-specific. Enrollees should refer to the plan SPD for eligibility requirements, plan limitations, and additional information.

Workers' Compensation

To provide for payment of your medical expenses and partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Town, and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends on the nature of your injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Department of Human Resources. This ensures that the Town can assist you in obtaining the appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Department of Human Resources.

Employee Assistance Program (EAP)

The Town provides a confidential, no-cost Employee Assistance Program (EAP) for employees and their immediate household members. Services include short-term counseling, crisis support, legal/financial consultations, referrals to community resources, and online tools, available 24/7. EAP records are confidential and are not shared with the Town except as required by law or with the employee's written consent.

Employees may self-refer at any time; supervisors may recommend EAP when performance, attendance, or conduct concerns arise, and such recommendations are not disciplinary. The EAP does not replace medical care or emergency services. The Department of Human Resources will maintain and publish current EAP contact information, eligibility details, and any session or service limits, and will notify staff of vendor or scope changes when practicable. EAP contact information may also be found in the current Benefits Guide available on the Town's website.

Take-Home Vehicle

The Town may authorize an employee to take a Town vehicle home when doing so benefits operations, such as when the position requires frequent after-hours response or emergency availability. Take-home vehicles are approved on a case-by-case basis by the Town Manager or their designee.

Employees with take-home vehicles must comply with all rules for general Town vehicle use and may be required to maintain a secure parking location. Use of a take-home vehicle is considered a taxable benefit. It will be reported in accordance with IRS regulations, except where specifically excluded (e.g., police vehicles that meet the law enforcement exclusion).

Authorization for a take-home vehicle may be withdrawn at any time based on operational needs, policy violations, or budgetary considerations.

Additional guidance for police vehicles can be located in the department's General Orders.

Travel

Details of the Town's Travel and Expense Policy are an independent policy and are available from the Department of Human Resources.

Tuition Reimbursement

The Town encourages its employees to further their training and education in their profession, thereby enhancing their performance in their duties as Town employees. The Town encourages employees to pursue coursework in general government administration or a degree in public administration.

The Town may reimburse tuition costs to employees who pursue training or education at their own initiative, outside of working hours, at an accredited institution. The funding for this plan is subject to the annual appropriation process. Reimbursement will not exceed the limits on taxable income set by the IRS, based on a calendar year.

Funds for proposed programs may be approved for part or all of the following education expenditures: tuition, course-required resource materials, and technology fees. No Town funding will be provided for tuition costs covered by federal, state, or other financial sources. All employees requesting financial aid under the tuition reimbursement program must complete a required form and have it approved by the Department of Human Resources prior to attending the course. Failure to obtain prior approval will prevent any reimbursement from occurring.

Any employee receiving financial assistance through this program who fails to work for the Town for at least six (6) months following completion of any course shall reimburse the Town for the full amount of assistance received for the twelve (12) months prior to termination of employment. To the extent permitted by law, any reimbursement due to the Town shall be deducted from the employee's final paycheck.

Reimbursement under this program shall be at the 100% level for a grade of "A" or "B", or successful completion of a pass/fail course and the 85% level for a grade of "C," provided the course or training is directly related to the employee's municipal service, and at a rate

of 50% for all other courses. No reimbursement will be provided for grades below a "C" level. The Town Manager's determination as to whether a course is related to an employee's municipal service shall be final and binding.

Prior to reimbursement being paid, the employee shall provide a verified official transcript indicating that a grade of "C" or better was obtained for the course and the receipt showing the course(s) and other eligible fees were paid by the employee. If a course is not graded, a certificate or proof of satisfactory completion shall be submitted. Supporting documentation must be submitted to the Department of Human Resources within thirty (30) days of course completion.

Gym Reimbursement

The Town of La Plata supports employee wellness by offering a gym membership reimbursement for approved fitness facilities. Eligible full-time employees can receive up to \$20 per month for a basic membership at participating gyms with which the Town has a corporate agreement. This reimbursement is a taxable benefit and is subject to applicable IRS regulations.

To qualify, employees must:

1. Provide a usage report showing at least four (4) visits per month or 12 visits per quarter.
2. Submit a paid receipt for the requested quarter.
3. Submit reimbursement requests by the 15th of the following month (e.g., Q2 membership requests due by July 15th).

Reimbursements will be processed in the next available payroll and are subject to annual budget approval. Employees are responsible for costs beyond basic membership, including premium plans, specialty classes, or additional services. This benefit applies only to designated gyms and does not cover home fitness equipment, virtual workout platforms, or memberships for non-employees.

Part 5 – Holidays, Vacation, and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not mandate the provision of paid leave.

The Town respects your religious beliefs and will accommodate additional time off for religious reasons on a case-by-case basis. Employees who require additional time off may use vacation and/or personal days. This leave must be requested through the department manager two (2) weeks prior to the event.

Holiday Pay

Employees are entitled to the following paid holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve – only if it falls on a Monday, Tuesday, Wednesday, or Thursday
- Christmas Day

If a holiday falls on a Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed.

All full-time employees shall receive credit for eight (8) hours worked. Any actual hours worked on a holiday will be counted in addition to the eight (8) hours granted and will be treated as overtime, regardless of whether any other leave was taken during the week.

All part-time employees shall receive credit for hours equivalent to their normal schedule. For example, an employee scheduled for four (4) hours on the day the holiday falls, they would receive four (4) holiday hours.

Police personnel will be credited with holiday hours every quarter. At the beginning of each quarter, police personnel will receive one quarter (1/4) of the approved holidays for the calendar year. These hours must be used in the calendar year for which the hours were granted. No payment will be made for unused hours. No payment will be made upon termination of employment with the Town.

Vacation

The Town recognizes the importance of vacation time in providing rest, recreation, and personal enrichment. Vacations are established on a calendar-year basis.

Full-time employees earn vacation time as follows:

<i>1st year of employment</i>	<i>Seven (7) hours/month</i>
<i>2nd through 5th year of employment</i>	<i>Ten (10) hours/month</i>
<i>6th year of employment and following</i>	<i>Thirteen (13) hours/month</i>

Part-time and seasonal employees are not eligible for vacation accrual.

If an employee leaves employment with the Town and is re-employed at any time after ninety (90) days, their vacation is considered as that of a new employee. Otherwise, the employee may accrue vacation commensurate with the employee's accrual rate when the employee had left the employment of the Town.

Accrual and Carryover

Employees are expected to take their vacation leave or forfeit any leave that is not taken. Vacation accrual may not exceed three hundred sixty (360) hours at the end of any calendar year. Any vacation accrued more than 360 hours at the end of any calendar year is forfeited.

Vacation leave shall not accrue while an employee is absent from work without pay, on administrative leave, on long-term disability, or Workers' Compensation, except as otherwise may be required by law.

Upon termination of employment, employees will receive payment for any accrued vacation hours.

Notification Procedure

An employee should submit requests for vacation time to their supervisor as soon as they know when they wish to schedule their vacation, but in no event less than two (2) weeks prior to the time requested. The immediate supervisor approves vacation requests. Vacation time is coordinated so that sufficient staff are always available to provide adequate coverage, and there may be Town-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. The supervisor will consider the Town's staffing needs during the relevant period and approve or deny accordingly.

Holiday During Vacation Period

Any official holiday that occurs during an employee's scheduled vacation period shall not be counted as a day of vacation.

Rollover of Vacation Leave to Sick Leave

Once per year, employees may transfer their accrued vacation leave balance into their sick leave balance. Only the accrual values exceeding the maximum carryover limit are eligible for transfer.

Approval will be subject to fiscal availability and is not guaranteed. Employees are encouraged to take their accrued leave before reaching the allowable limits.

Requests must be sent to the Department of Human Resources by December 1st to allow sufficient time for verification and processing, which is required for the final pay period of the calendar year. Any requests after this date will not be honored, and excess leave will be forfeited.

Sick Leave

All full-time employees will accrue sick leave at the rate of eight (8) hours per month. Sick leave may be used for the employee's own mental or physical illness or to take care of or obtain preventive medical care for a family member in the employee's household.

In accordance with the Maryland Healthy Working Families Act, sick leave may also be used for absences related to domestic violence, sexual assault, or stalking against the employee or a family member.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Employees who take off three (3) or more consecutive work days of sick leave must provide a note excusing them for the absence(s).

New employees who are members of the Maryland State Retirement Pension System (MSRPS) may choose to transfer their accrued sick leave to the Town, provided the transfer does not exceed 500 hours or 60 days.

Any unused sick leave is carried over to the next year. There is no limit to the amount of sick leave that can be accrued.

Sick leave is not payable upon separation from employment and forfeited upon separation from the Town. If separation is due to retirement, sick leave balance at the time of retirement is eligible for service credit with the Maryland State Pension and Retirement System.

Organ Donation Leave

The Town provides eligible employees with a number of business days of unpaid leave (or accrued paid leave if available to the employee) in a certain period for donation of bone marrow and/or organs. The donation must be medically necessary for the recipient. An employee requesting leave under this provision must provide a written physician verification to be eligible for the leave.

An eligible employee is an individual who has been employed for at least a 12-month period and worked at least 1,250 hours during the previous 12 months. An eligible employee is entitled to the following organ donation leave:

- up to 60 business days in any 12-month period to serve as an organ donor; and
- up to 30 business days in any 12-month period to serve as a bone marrow donor.

Leave taken under this policy cannot be taken concurrently with any leave taken under the federal Family and Medical Leave Act. The Town may not consider any period of time during which an eligible employee takes bone marrow/organ donation leave to be a break in their continuous service for the purpose of the eligible employee's right to salary adjustments, sick leave, vacation, paid time off, or seniority. The employee who returns to work after taking bone marrow/organ donation leave is entitled to be restored to the position of employment held by the employee when the leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions.

The Town will maintain the employee's health coverage for the duration of the leave. The Town will continue to make employer contributions to premiums, and the employees will be required to pay their portion of the premium as if they were working.

Donation of Leave

Employees may request leave donations when they are unable to work due to a serious health condition that is covered by the Family and Medical Leave Act (FMLA). To qualify, an employee must have exhausted all their own available sick, vacation, compensatory, and PTO leave. Donated leave may only cover the period of FMLA eligibility.

Employees may donate their accrued sick or vacation leave only. The donating employee may not reduce their balance below half of their remaining balance at the time of donation. Donating employees may not fall below 80 hours of accrued sick leave or 40 hours of annual leave.

Cost Basis

All donations of leave will be converted to sick leave for the requesting employee. The transfer of leave shall be based upon the dollar value of the leave at the time given and received, not a direct hour-for-hour transfer. The transfer of leave would be cost-neutral for the Town, except for the staff time required to calculate and adjust leave balances.

Personal Time Off (PTO) Leave

Personal Time Off can be used for any purpose. You are not required to give any specific reason for using your PTO leave. However, when you do take personal leave, you should give your immediate supervisor as much advance notice as possible.

All full-time employees will be credited with twenty-four (24) hours of PTO with the first paycheck in January. PTO does not carry over. No payment will be made for unused hours upon the end of employment with the Town.

Employees with a start date at any time after January 1 will receive a prorated number of hours based on their hire date.

FLEX Leave

Director, Assistant Directors, and Police Division Commanders, exempt employees will receive leave accrual to compensate for the additional time spent on projects, budget preparation, audits, and other tasks outside of their standard workday. This will accrue at a rate of eight (8) hours per month, with a cap of forty-eight (48) hours. Once FLEX is taken from this leave balance, accruals will resume.

No payment will be made for unused hours upon the end of employment with the Town.

Leave Notification Procedures

You should submit requests for leave to your supervisor as soon as you know when you wish to schedule the use of leave, but no later than two (2) weeks prior to the requested time. Your immediate supervisor approves all time off requests. Time off is coordinated so that sufficient staff are always available to provide adequate coverage, and there may be Town-wide or department-specific “blackout dates,” as necessary. Your supervisor will consider the Town’s staffing needs during the relevant period.

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not constitute notification to your supervisor.

When absence is due to illness, the Town reserves the right to require appropriate medical documentation to support the absence. Such documentation includes the employee’s name, the date and time the employee was seen, and, if applicable, specific instructions regarding the employee’s inability to perform their job. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination. (Also see the section on Family & Medical Leave for extended leave situations.)

If you are absent because of an accident or for longer than seven (7) days due to illness, compensation is paid under the benefits of a short-term disability plan, provided you are eligible to and participate in that plan.

Compensatory Time

Non-exempt employees will have the option to be paid overtime as defined by the FLSA in the form of wages, or they may elect to have their overtime accrued as compensatory (comp) time. Compensatory time will be granted in an amount equal to the accumulated overtime.

Employees may not carry over more than 120 hours of compensatory time at any given time. If the employee reaches this cap, any additional overtime work will be paid as part of their wages. Once their balance drops below 120 hours, they may immediately start accumulating comp time and continue to do so until the maximum is reached again.

Upon termination of employment, any employee who has accumulated compensatory time shall be paid for unused time at one of the following rates, whichever is higher:

1. The average regular rate received by such employee during the last three (3) years of employment, or
2. The final regular rate received by the employee.

Leave Without Pay

Leave Without Pay (LWOP) is generally not permitted and may be approved only for medical emergencies or other serious, documented reasons. LWOP is not intended as a substitute for vacation or to extend leave for personal travel. Department Directors may approve limited LWOP, not to exceed a total of two (2) workweeks per calendar year per employee, only if operational needs allow reduced staffing during the requested period.

Requests for LWOP must be submitted and approved at least two (2) weeks in advance. For circumstances related to a medical condition, employees should notify the Department Director as soon as practicable and may be required to provide appropriate documentation. LWOP may run concurrently with, and does not replace, other leave entitlements (e.g., FMLA) when applicable.

LWOP may affect pay, benefits eligibility, and leave accruals consistent with Town policies and plan documents. The Town may deny or terminate LWOP when operational needs require it or if the purpose does not align with this policy. Misuse of LWOP may result in corrective action.

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a family member.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Employees may receive bereavement leave for pregnancy-related loss, regardless of gender or marital status.

If additional time is needed, the supervisor may grant the time as operational needs allow. The employee may use accrued leave to cover the additional absences.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take up to 15 days of paid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Service members must provide advance written or verbal notice to the Town for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation, compensatory time, or PTO while performing military duty.

Civil Air Patrol Leave

Employees who are members of the Maryland Wing of the Civil Air Patrol will be eligible for up to 15 days of unpaid leave (or accrued paid leave if available to the employee) per calendar year to respond to emergency missions. Employees seeking leave under this policy must give the Town as much notice as possible of the intended dates of the beginning and end of the leave. After arriving at an emergency location, the employee must also provide the Town with an estimate of the amount of time needed to complete the emergency mission and then report any necessary changes to that estimate as they arise.

The Town will require the employee to provide verification of the eligibility of the employee for the Civil Air Patrol leave requested or taken. If the employee fails to provide the required certification, the Town may deny the Civil Air Patrol leave.

An employee who returns to work after taking civil air patrol leave is entitled to be restored to the position of employment held by the employee when the leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions.

Family and Medical Leave

The federal Family and Medical Leave Act (FMLA) allows certain employees to take up to twelve (12) weeks of unpaid leave per year for the serious health condition of the employee or an immediate family member, or childbirth or adoption. The Department of Human Resources will guide you through the completion of the appropriate forms for your leave. Any paid leave that you have accrued may be counted as part of your FMLA leave.

To take FMLA leave, you must provide the Town with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the Department of Human Resources at least 30 days in advance. If you learn of your need for leave with less than 30 days' notice, you must give notice as soon as possible (generally either the day you know of the need or the next business day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the Department of Human Resources as soon as you can.

Eligible spouses who both work for the Town are limited to a combined total of 12 workweeks of leave in a 12-month period to share for the following FMLA-qualifying reasons:

- The birth of a son or daughter and bonding with the newborn child,
- The placement of a son or daughter with the employee for adoption or foster care, and bonding with the newly placed child, and
- The care of a parent with a serious health condition.

The Town uses a “rolling” 12-month period, measured backward from the date the employee uses FMLA leave. Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the immediately preceding 12 months.

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces, National Guard, or Reserves, or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill servicemember or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver

leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the Town at least 30 days' notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. ("Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of things such as childcare or financial and legal arrangements necessitated by the deployment of a family member.

Eligible spouses who work for the Town are also limited to a combined total of 26 workweeks in a single 12-month period to care for a covered servicemember with a serious injury or illness if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember (commonly referred to as "military caregiver leave"). This limitation also applies to a combination of military caregiver leave and leave for the other qualifying reasons listed above.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Town will provide a designated area for employees to express breast milk, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public. Employees will not be discharged or otherwise discriminated against in any manner for exercising their rights under this policy.

Civic Duty Leave

Jury Duty

The Town encourages employees to fulfill their civic duties. To that end, employees will be allowed time off to serve on a jury if summoned. The Town requests that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Town will provide additional documentation, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury

duty, you are expected to call your supervisor periodically to keep him or her apprised of your status.

Full-time employees subpoenaed as a witness in a civil or criminal case for selection to report for jury duty shall be granted paid leave during their absence; provided, however, that all payments provided by a court for jury service shall be turned over to the employee's department director and transmitted to the Town treasurer for deposit as miscellaneous revenue. Essential personnel, such as police officers and department directors, may be required to request an exemption from jury duty by the court.

Appearance as a Witness

An employee who is called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The Town encourages all employees to participate in the voting process. Most polling facilities for elections to public office have hours scheduled to accommodate working voters. The Town, therefore, requests that employees schedule their voting before or after their work shifts. An employee who expects a conflict, however, should notify their supervisor in advance so that schedules can be adjusted if necessary. If an employee must take time off during working hours, the Town will compensate them for no more than two (2) hours, provided prior approval is obtained.

Part 6 – Miscellaneous

Record Retention

The Town is committed to maintaining and disposing of records in compliance with applicable state and federal requirements. Each department is responsible for creating and following its own records retention schedule, which defines the retention period for specific types of records before they are destroyed or archived.

All departmental retention schedules must be submitted to the Department of Legislative Services for review and approval through the State of Maryland's records management process. Departments are responsible for ensuring records are kept, transferred, or destroyed only in accordance with their approved schedule.

Employees must not destroy, alter, or remove official records outside of the approved retention process. Records that may be relevant to audits, investigations, litigation, or public information requests must be preserved, even if their scheduled destruction date has passed. Questions about record classification or retention timelines should be directed to the employee's supervisor or the Legislative Services Department.

Compliance

Improper handling of records, including unauthorized destruction, alteration, or removal, may result in corrective or disciplinary action, up to and including termination, and could expose the Town and the individual to legal liability.

Digital Accessibility

The Town of La Plata is committed to making all digital content usable by everyone. This includes our websites, intranet, web applications, online forms, electronic documents (PDF, Word, Excel, PowerPoint), audio/video, and digital communications. We design, purchase, and maintain digital content to meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. When full conformance is not technically feasible, we will provide equally effective alternative access so people can still complete their tasks.

Before initial publication or any substantial update, content must be reviewed by personnel trained to assess WCAG 2.1 AA compliance and/or the Town's ADA Coordinator. Content owners are responsible for creating accessible materials and submitting them for review; department heads ensure their teams follow this policy; the ADA Coordinator provides guidance, reviews complex or high-impact items, and coordinates responses to accessibility requests and complaints; and IT/Procurement include accessibility requirements in solicitations and contracts, collect vendor Accessibility Conformance Reports (VPAT/ACR), and set remediation expectations.

Any vendor that designs, develops, hosts, or otherwise provides digital content or technology for the Town must meet WCAG 2.1 AA and maintain ongoing compliance. All

procurements (including RFPs, RFQs, contracts, purchase orders, and renewals) must include accessibility requirements, require a current VPAT/ACR or equivalent documentation, provide for testing/verification, specify remediation timelines for identified gaps, and address ongoing compliance for the life of the agreement. Failure to meet or maintain compliance may result in withholding of deliverables, required remediation at the vendor's expense, or other contractual remedies, up to and including termination.

The Town employs a combination of automated checks and manual testing (e.g., headings, alt text, keyboard accessibility, contrast, and captions). Identified barriers must be corrected promptly, with high-impact issues prioritized; if a permanent fix will take time, a temporary and effective workaround should be provided. Members of the public or employees may request accessible formats or report barriers at any time; the ADA Coordinator will acknowledge, coordinate resolution, and track outcomes.

Exceptions are rare and may be approved by the ADA Coordinator, in consultation with IT, only when conformance is not technically feasible or would impose an undue financial or administrative burden. Any approved exception must include a documented plan for equally effective access. Employees and contractors who create, post, or procure digital content must complete periodic accessibility training appropriate to their role. Non-conforming content may be withheld, revised, or removed until it meets requirements, and repeated non-compliance may result in corrective action consistent with Town procedures.

This policy is effective upon issuance and will be reviewed at least every two years, or sooner if standards or laws change.

Artificial Intelligence Use

The Town is committed to the ethical, responsible, and transparent use of artificial intelligence (AI) in municipal operations. AI can improve services and efficiency, but its use must protect public trust, comply with all laws, and reflect our values of fairness, accountability, and accessibility. This policy governs the selection, use, and monitoring of AI technologies across Town departments.

Employees remain accountable for any work created or supported by AI. AI may assist, but it does not replace human judgment. Any AI-assisted content or decisions that affect the public, employees, or vendors must be reviewed by staff before use or release. When AI meaningfully contributes to communication or decision-making, employees must disclose its use and offer a human alternative when feasible.

Confidential or sensitive Town information must never be entered into public or unapproved AI tools. Only Town-approved and IT-reviewed platforms may be used for work involving proprietary or protected data. The IT Department is responsible for reviewing and approving AI tools to ensure security and compliance.

Data privacy and security are essential. Employees must collect only the data necessary for AI tasks, protect it using approved safeguards, and comply with all applicable laws, including Maryland privacy requirements and any federal standards. Personal information must be handled carefully, stored securely, and either retained or deleted in accordance with Town policy.

AI systems must be tested and monitored for accuracy, bias, and accessibility. Departments deploying AI are expected to review outputs for fairness, maintain documentation on how tools are used, and take corrective action if a system produces errors, bias, or other risks. AI content shared with the public must meet ADA and web accessibility standards.

Employees involved in selecting or using AI must undergo training on the ethical use, privacy, security, and accessibility of AI. Any issues, such as suspected data exposure, security incidents, or biased output, must be reported immediately to IT and the employee's supervisor. Violations of this policy may result in disciplinary action up to and including termination.

This policy will be reviewed regularly to keep pace with evolving technology, legal requirements, and best practices while maintaining public confidence in the Town's services.

AI Note-Taking Tools

Employees may use AI-enabled note-taking or meeting transcription tools (e.g., applications that automatically record, transcribe, or summarize meetings) only with prior approval from their meeting creator and when doing so does not violate confidentiality, privacy, or record-retention requirements.

All participants should be informed before recording or transcription begins.

Sensitive or legally protected information (e.g., employee medical data, attorney-client communications, closed session discussions) must not be recorded or uploaded to AI tools without explicit authorization.

If notes or transcripts become part of the official record, they must be stored in accordance with the Town's approved record retention schedule.

Only Town-approved platforms may be used to capture or process meeting content. Personal accounts or unapproved tools are not permitted.

Use of AI note-taking tools without approval, or in a way that violates these requirements, may result in loss of access to the tool and corrective action.

Workplace Relationships

The Town respects the privacy of employees but expects all workplace relationships to remain professional and not interfere with operations. Employees engaged in a romantic or close personal relationship must maintain appropriate conduct at work and avoid situations that could create conflicts of interest, favoritism, or disruption.

DRAFT



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Monica Kennedy, Director of Human Resources
Karina Larsen, Town Treasurer
DEPARTMENT: Human Resources
TYPE: Town Council Ordinance
SUBJECT: Reclassification of Two Captain Positions

BACKGROUND:

This initiative originated as a change in the Police Department's leadership and organizational planning, tied to succession needs and the evolving supervisory structure within the agency. Specifically, the Department identified the need to realign two command-level positions to better reflect current operational responsibilities and span of control by reclassifying one Captain position to Lieutenant and reclassifying a second Captain position to Major.

In accordance with Section 37-5 of the Town Code, which reads, "By ordinance, the Town Council shall approve, establish, modify, or abolish all positions or classes of positions," this reclassification is presented for Council's approval.

FISCAL IMPACT:

This initiative was effectively funded within the current budget structure, as the adopted budget assumed three (3) Captain positions and the revised structure will consist of one (1) Major, one (1) Captain, and one (1) Lieutenant. Because one position is being reclassified upward (Captain to Major) and one position is being reclassified downward (Captain to Lieutenant), the net fiscal impact is budget-neutral overall. Each role is separated by one pay grade—Lieutenant (L14), Captain (L15), and Major (L16), with an approximate 7.5% differential between grades; however, the offsetting nature of the two reclassifications results in a net zero change to the Police command staffing budget.

For the current fiscal year, costs are further minimized because the Captain position associated with the upward reclassification has been vacant due to the incumbent's promotion to Acting Chief, then Chief, due to the vacancy. The reclassified Lieutenant position will be filled through an internal promotion process, so no recruiting or external hiring costs are anticipated. This initiative does not create long-term new expenses beyond



standard compensation adjustments already contemplated within the existing pay grade structure. From a long-term sustainability perspective, the proposed structure is intended to be maintainable within the Town's established pay-grade framework and existing authorized staffing levels, supporting longer-term continuity in supervision and succession planning without adding positions or creating ongoing structural cost growth.

STRATEGIC PLAN ALIGNMENT:

This initiative aligns directly with the Town's Strategic Plan Goal #2, Operational Excellence, by ensuring the Police Department's command structure is appropriately aligned to deliver consistent, high-quality public safety services with the right level of leadership capacity and technical expertise. By reclassifying positions to better match current supervisory needs and span of control, the Town is regularly assessing staffing levels and position placement effectiveness and making targeted adjustments that strengthen service delivery without expanding headcount. In addition, the change supports the Strategic Plan's focus on employing engaged professionals by creating a clearer and more sustainable career progression across the command ranks (Lieutenant–Captain–Major), reinforcing continuous learning and defined growth pathways through a more coherent leadership ladder.

From a broader long-range planning perspective, this initiative is most closely aligned with overarching Town plans that depend on reliable core services, particularly the Comprehensive Plan's emphasis on community quality of life and effective municipal operations, by supporting a stable public safety leadership framework that can adapt to operational demands over time. While this action is not a capital initiative and does not directly tie to the Capital Improvement Plan, it complements the plan indirectly by strengthening organizational capacity and continuity in a department that supports Town-wide priorities, special events, and community-facing services. Overall, the reclassification advances long-term operational resilience through succession planning and leadership development consistent with the Town's strategic direction.

SUSTAINABILITY CONSIDERATIONS:

This initiative includes sustainability considerations, primarily in the social and economic areas. From a social sustainability perspective, the revised command structure is intended to strengthen continuity and effectiveness in public safety leadership, supporting consistent service delivery and community confidence in core Town operations. It also promotes workforce sustainability by reinforcing a clearer leadership progression and succession



pathway across ranks, which supports employee development, engagement, and long-term retention.

From an economic sustainability perspective, the initiative remains budget-neutral within the Town's existing authorized staffing and pay-grade framework and relies on internal promotion, avoiding external recruiting costs. The refined structure is designed to support efficient supervision and operational consistency over time without adding positions or creating ongoing structural cost growth. This initiative does not involve the purchase of products or equipment; therefore, there are no direct environmental sustainability or eco-friendly procurement impacts associated with this action.

ADA CONSIDERATIONS:

The roles are still subject to Title I of the Americans with Disabilities Act. Employees in these roles will participate in the interactive process if accommodation is requested.

RECOMMENDED ACTION:

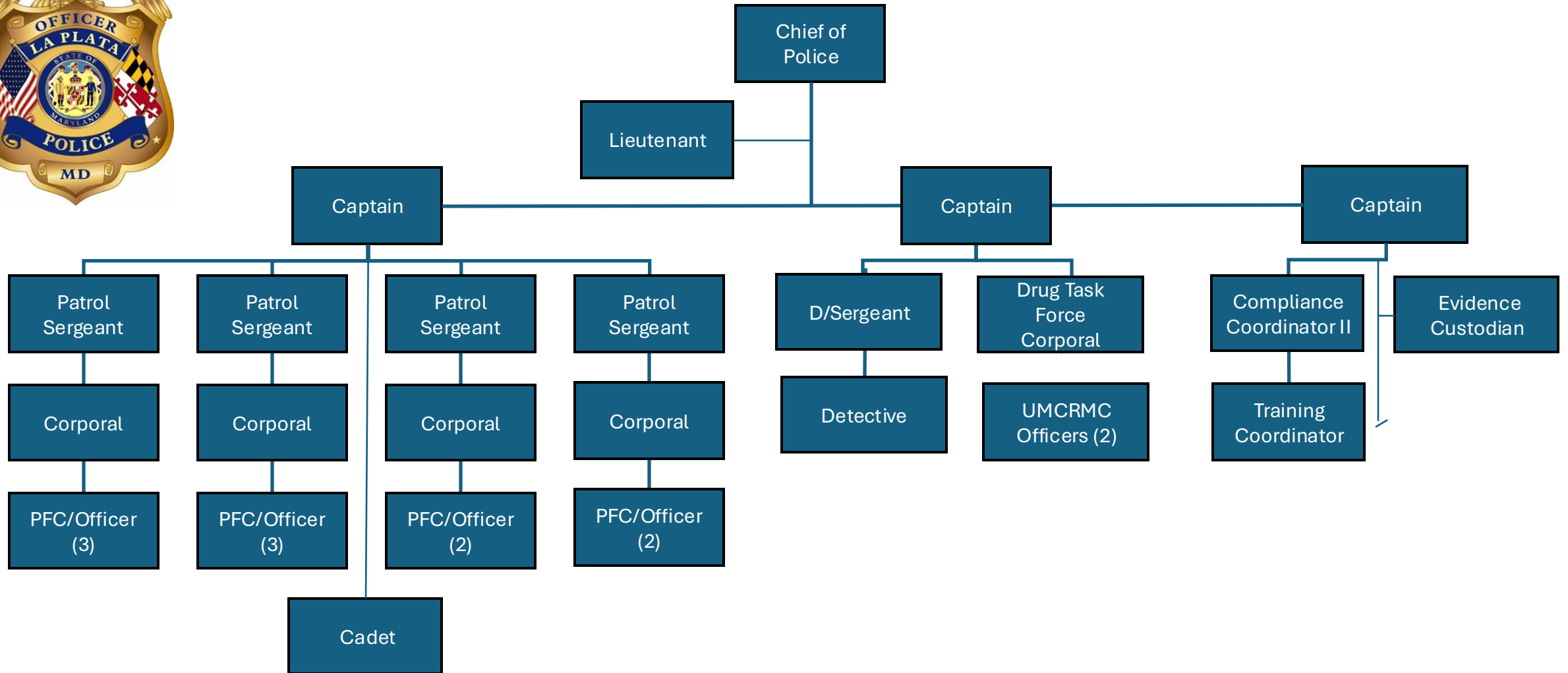
Adopt Ordinance 26-02, "Amendment to Town of La Plata Fiscal Year 2026 Financial Plan/Budget," approving the proposed reclassification of one Captain position to Lieutenant and one Captain position to Major as presented.

ATTACHMENTS:

- Revised organizational chart, La Plata Police Department
- FY26 General Fund Appropriations to align budget with organizational realignment

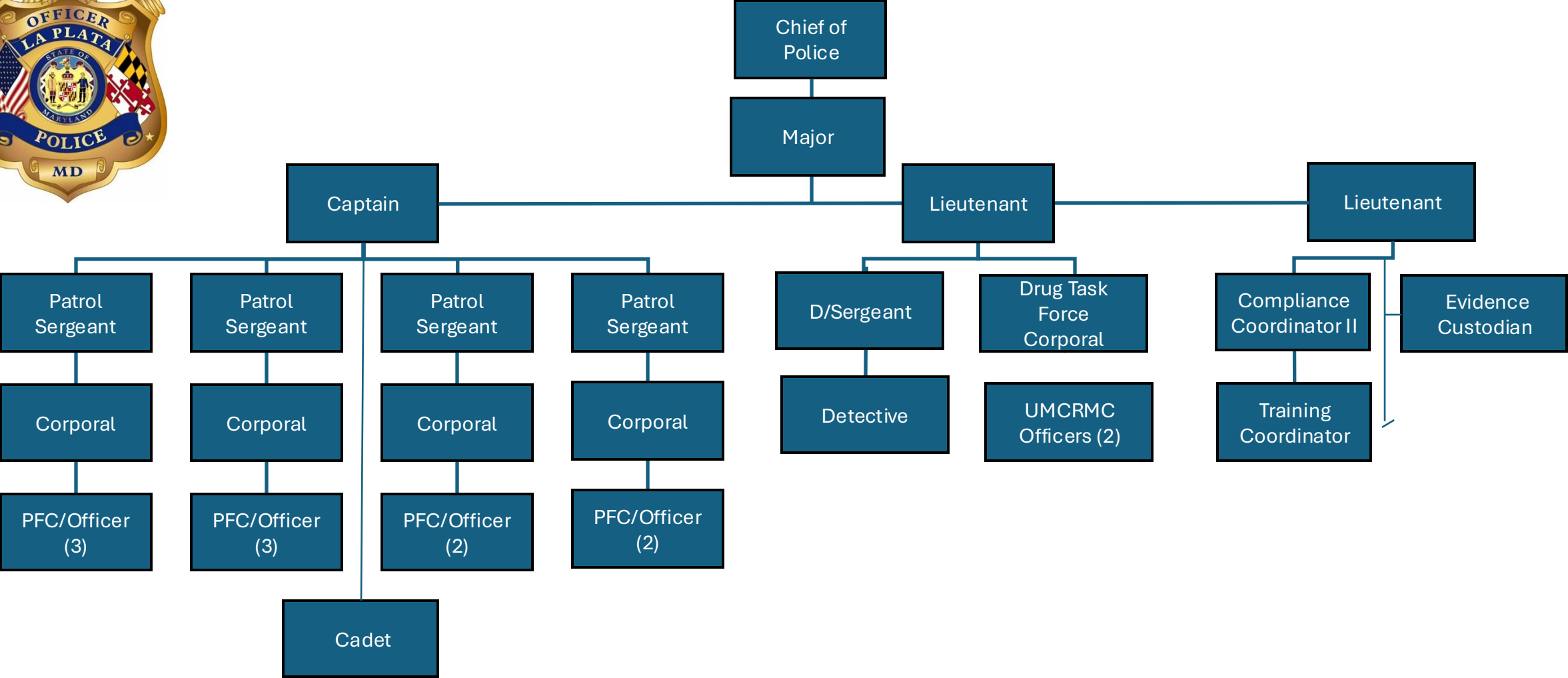


La Plata Police Department (Current)





La Plata Police Department (Proposed)



FY2026 Personnel Schedule Amendment

FY2026 General Fund Personnel Schedule (FTE)

Positions	FY24 Budget	FY25 Budget	FY26 Budget
Police Department			
Chief of Police	1	1	1
Captain	3	3	3
Lieutenant	1	1	1
Sergeant	4	4	4
Detective Sergeant	0	1	1
Patrol Corporal	4	4	4
Detective Corporal (TF)	1	1	1
PFC/Officer	8	7	7
Traffic Officer	1	1	1
Detective	2	2	2
UMCRMC	2	2	2
Community Policing	1	1	1
Total Sworn	28	28	28
Compliance Coordinator II	1	1	1
Evidence Custodian	0	1	1
Training Coordinator	0	1	1
Admin Assistant	2	0	0
Cadet	1	1	1
Total Civilian	4	4	4
Total Police Department	32	32	32

FY2026 General Fund Personnel Schedule (FTE) Amendment

Police Department

Chief of Police	1	1	1
Major	0	0	1
Captain	3	3	1
Lieutenant	1	1	2
Sergeant	4	4	4
Detective Sergeant	0	1	1
Patrol Corporal	4	4	4
Detective Corporal (TF)	1	1	1
PFC/Officer	8	7	7
Traffic Officer	1	1	1
Detective	2	2	2
UMCRMC	2	2	2
Community Policing	1	1	1
Total Sworn	28	28	28
Compliance Coordinator II	1	1	1
Evidence Custodian	0	1	1
Training Coordinator	0	1	1
Admin Assistant	2	0	0
Cadet	1	1	1
Total Civilian	4	4	4
Total Police Department	32	32	32



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Kristen DeMarr
DEPARTMENT: Public Works
TYPE: Town Council Resolution for Services
SUBJECT: Wills Memorial Park Playground Contract

BACKGROUND:

Wills Memorial Park is the Town's largest park facility and includes a public playground. The existing playground has reached the end of its useful life, contains damaged and missing equipment, presents safety concerns, and does not meet current Americans with Disabilities Act (ADA) accessibility standards or provide inclusive play opportunities. Approval of this contract supports the Town's commitment to providing high-quality parks and open spaces and aligns with the Town's Strategic Goals and the Parks & Recreation Comprehensive Master Plan.

FISCAL IMPACT:

In accordance with the Town's procurement policies, staff issued a Request for Proposal (RFP) on November 7, 2025. Seven (7) proposals were received on December 18, 2025. Bliss Products & Services, Inc., was selected as the preferred contractor based on several evaluation criteria, including ability to meet proposal requirements, firm and team qualifications and experience, initial design, pricing, and project completion plan.

The FY 2026 Capital Budget originally appropriated \$400,000 for this project. However, the proposals received exceeded this amount, with an average estimated cost of approximately \$769,000. The total contract amount with Bliss Products & Services, Inc. is \$834,889.38.

Approval of this contract will require a reappropriation of \$434,890 from the General Fund unassigned fund balance. A budget amendment will be necessary should the Parks Department budget end the fiscal year in a deficit.

STRATEGIC PLAN ALIGNMENT:

The Wills Memorial Park Playground upgrade supports the Town's Strategic Goals and long-term planning documents, including the Parks & Recreation Comprehensive Master Plan



and the Capital Improvement Plan, by addressing aging infrastructure and meeting current and future community recreation needs.

Goal #2 – Operational Excellence: Enhance community programs and services by strengthening services and programs with adequate staffing and technical expertise

This project enhances the quality and reliability of park services by replacing aging and inaccessible playground equipment with modern, durable, and code-compliant infrastructure. The upgraded playground will reduce ongoing maintenance demands, improve safety, and enhance the overall park visitor experience.

Goal #4 – Community Identity: Create, promote, and maintain community amenities.

By addressing end-of-life equipment and incorporating ADA-compliant and inclusive design elements, the project ensures the Town's recreational amenities remain safe, accessible, and capable of serving current and future residents.

Goal #5 – Public Service Readiness: Use the Town's guiding documents to plan and provide for current/future infrastructure needs. Plan upgrades and enhancements to the Town's infrastructure to ensure the growth and development can be accommodated.

The playground replacement is an investment in critical park infrastructure identified in the Town's guiding documents. This upgrade supports long-term growth, asset preservation, and the Town's ability to accommodate evolving community needs.

SUSTAINABILITY CONSIDERATIONS:

A public park playground upgrade advances the Town's sustainability goals in several interconnected ways:

Environmental Sustainability – Modern playground equipment is designed for extended service life and often incorporates recycled materials and durable finishes, reducing maintenance needs, repair frequency, and material waste. Replacing outdated surfacing with compliant, permeable, or recycled materials can also improve stormwater infiltration and reduce runoff.

Social Sustainability – ADA-compliant and inclusive playground designs ensure equitable access and participation for children of all abilities, supporting community health and social equity. Safe and engaging play environments encourage physical activity, mental well-being,



and outdoor recreation for children and caregivers. High-quality parks and open spaces also serve as community gathering spaces that strengthen social connections and foster stewardship.

Economic Sustainability – Investment in a modern, code-compliant playground reduces long-term maintenance costs, liability exposure, and future replacement costs while preserving public assets. Attractive, well-designed park amenities support property values, help attract residents and visitors, and contribute to the Town’s long-term economic vitality.

ADA CONSIDERATIONS:

The proposed playground replacement is designed to meet or exceed current ADA accessibility requirements and applicable safety standards. Playground surfacing will be compliant with ADA and ASTM standards to accommodate mobility devices and reduce fall risk. The design will incorporate inclusive play components that provide meaningful play opportunities for children with a wide range of physical, sensory, and cognitive abilities, along with accessible seating and gathering areas for caregivers. These improvements promote equitable access, inclusive recreation, and align with the Town’s commitment to providing accessible and welcoming public facilities for all residents.

RECOMMENDED ACTION:

Adopt Resolution 26-10 authorizing the Town Manager to enter into a contract agreement with Bliss Products & Services, Inc., and authorizing the required CIP budget adjustment of \$434,889.00 to fully fund the Wills Memorial Park Playground construction project.

ATTACHMENTS:

- Wills Memorial Park Playground RFP
- Bliss Products & Services, Inc. Contract



Request for Proposals

Wills Park Playground Project

Town of La Plata

Proposal No. RFP-WPPLGRD-
2025-11-07

Town of La Plata

305 Queen Anne Street
La Plata, MD 20646

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REQUESTS FOR PROPOSALS

The Town of La Plata, Maryland invites sealed responses from qualified contractors to this Request for Proposals (RFP) Wills Park Playground Project, for Design and Construction of a Custom Inclusive Playground at Wills Memorial Park located at 505 St. Mary's Ave., La Plata, Maryland.

BACKGROUND AND OBJECTIVE

The Town of La Plata is located in Southern Maryland about 30 miles southeast of Washington, DC, 60 miles south of Baltimore, 45 miles southwest of Annapolis, and 80 miles north of Richmond, Va. It serves as the county seat for the Charles County Government and was originally founded in the 1870's as the Pennsylvania Railroad was granted a right of way to build its tracks and station. The Town of La Plata was incorporated on April 4, 1888. Since La Plata's inception, it has grown into a beautiful small town of 10,878 residents (2020 Census) with hundreds of small businesses that serve Southern Maryland.

The purpose of this RFP is to solicit bids for playground design and construction at Wills Memorial Park in the Town of La Plata, in accordance with the project specifications and bid documents, including the construction addendum in Appendix A.

The Town is requesting sealed bids from qualifying contractors to enter a contract to design and construct a custom playground, to include self-draining safety surfacing, and equipment elements that promote inclusivity, collaborative play, and engagement among children of various ages and abilities.

RFP Solicitation Schedule:

Date – Solicitation: Friday, November 7th

Date – Pre-proposal meeting: Thursday, November 20th at 2 PM Wills Park

Date – Questions Due: Friday, December 5th at 2 PM

Date – Question Addendum Due: Friday, December 12th by 2 PM

Date - Proposals Due: Thursday, December 18th by 2 PM

Date – Notification of Intent to Award: Friday, January 9th

SCOPE OF PROPOSAL

The Town of La Plata, Maryland, is requesting sealed proposals from qualifying contractors to enter a contract for delivering a complete and functional playground project, from concept development to final installation. The project goal is to deliver a playground that reflects and celebrates the Town's unique historic and cultural identity. The total area of the existing playground is 7,500 sq ft. A comprehensive report regarding the Town's Parks & Recreation objectives can be reviewed by visiting [Town of La Plata Parks & Recreation Master Plan 2011](#).

Design Requirements

Develop conceptual playground design(s) that reflect community input, safety requirements, and intended age-group use. Prepare detailed final design drawings, renderings, and material specifications for approval by Town. Designs should emphasize creativity, durability, and accessibility, in alignment with the Town's Parks and Recreation standards. The playground should:

- Attempt to incorporate historic elements that reflect key landmarks such as the Port Tobacco

- Players Theater, Train Station Museum, and other notable Town features.
- Utilize a modern, updated color palette that harmonizes with the park's natural surroundings, accented with vibrant color highlights for visual interest.
- Include inclusive and sensory play elements that support engagement for children of all ages and abilities.
- Include rubber safety surfacing, shade structures, benches and seating areas, foundation border, fencing, picnic tables, and trash/recycling receptacles.
- Emphasize safety, accessibility (ADA Compliance), and the use of durable, low-maintenance materials.

Scope of Work

The selected contractor will be responsible for the following:

- Conceptual and Final Playground Design
- Demolition and Removal – Demolish and remove all current existing playground equipment and site amenities deemed unsuitable for reuse by the Town.
- Site Preparation and Grading – Conduct necessary excavation and grading to ensure proper drainage and subgrade stability. The contractor will be responsible for all earthwork, removal of debris, and preparation of site according to the approved design and engineering requirements.
- Surfacing Installation – Furnish and install safety-rated playground surfacing materials in compliance with current ASTM and CPSC standards.
- Equipment Fabrication and Installation – Furnish and install all specified playground equipment, ensuring components meet applicable safety certification standards. Verify correct anchoring, spacing, and assembly in accordance with manufacturer instructions and the approved design plan.
- Site Amenities - Provide and install site improvement elements including but not limited to playground border edging, play area fencing, site benches or seating areas, shade structures, picnic tables, and trash/recycling receptacles.
- Public Engagement - Conduct at least one public meeting at Wills Memorial Park to present design concepts and solicit feedback from key stakeholders and town residents. Incorporate feedback into the final design where feasible.
- Project Management and Coordination - Maintain active communications with Town staff throughout all project phases, including regular progress meetings, schedule updates, and review of submittals. Provide a detailed project timeline, outlining key milestones from design approval through final installation.
- Removal and Disposal – Properly remove and dispose of all waste, packaging, and construction materials generated during the project. The site shall be left clean, free of debris, and ready for public use upon project completion.
- Standards Compliance – Ensure all aspects of design and construction meet applicable federal, state and local codes, including ADA accessibility requirements, ASTM and CPSC safety standards, and relevant environmental and construction regulations.
- Schedule and Deliverables – Upon final design approval, the contractor shall provide estimated construction start and completion dates and maintain adherence to the agreed project schedule. Any deviation must be promptly communicated to Town staff.

All materials and services needed to complete work efforts under this contract, unless otherwise noted, will be supplied by the Contractor, including equipment, labor, and debris disposal. The Contractor(s) will perform all required administration, management, inspection coordination, and quality assurance to ensure proper execution of services under this contract. All work performed shall be coordinated with the TOWN OF LA PLATA Project Manager, as applicable to this job.

This RFP and the specifications herein are being offered to qualify and select a Contractor(s) to furnish all necessary labor, equipment, materials (unless otherwise stated), stake-out, supervision, tools, services, and all related incidentals required to perform all work necessary. The requirements outlined herein, and any available engineering plan sets are intended as an aid to acquaint Bidders with what is required to execute the work on this contract. These specifications will serve as the source documents for work performed throughout construction and until completion of work.

- A. If the Contractor(s) foresees that he/she is going to exceed the original estimate in the quotation, he/she must notify the Project Manager for approval prior to proceeding with any additional work. The Town shall not pay for additional work that the Contractor performs without the Town's approval.
- B. Guarantee – When applicable, the contractor shall furnish a one-year (1 year) guarantee of workmanship, dating from time of acceptance of the project and shall make good any defects which may occur during that period.

1. WORK HOURS

Per Town of La Plata Ordinance, no work is permitted before 7:00 a.m. or after 6:00 p.m., except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for work hours within SHA ROW. Work may also be performed on Saturdays between 8:00 a.m. and 6:00 p.m. with prior approval of the Project Manager. No work is to be performed on Sundays or Holidays.

2. JOB INSPECTION

The specifications for this Contract shall be those of the TOWN OF LA PLATA. The TOWN OF LA PLATA, or designee, will inspect work performed and perform facility inspections, soil and utility testing, where applicable throughout the term of this Contract for specific project assigned. The Project Manager reserves the right to request job inspection at any given time.

3. PRICING

Pricing shall include all costs including, but not limited to overhead, travel, mileage, vehicle / equipment fuel, labor, materials (unless otherwise stated), equipment operation, and disposal.

4. PAYMENT TERMS AND METHOD OF PAYMENT

Payment shall be made by TOWN OF LA PLATA for services performed after submittal of invoice(s) in an itemized format including the following information:

- Contract number;
- Job Site Title – Street Listing
- Date(s) / Times work performed;
- Contract labor / equipment unit price(s);
- Contractor's name and address;
- Invoice number; and
- Remit to address

Services shall not begin until Contractor receives written Notice to Proceed.

Invoices shall be submitted to:

TOWN OF LA PLATA

Accounts Payable
Attn: Cindy Bruce
305 Queen Anne Street
La Plata, Maryland 20646

Or electronically to invoices@townoflaplata.org

Payment of invoices shall be made within thirty (30) calendar days, more or less, of receipt of the properly itemized invoices for services performed and accepted by the TOWN OF LA PLATA and approval by the project manager.

All items as described in the Contract shall be paid for on the basis of the contract pricing as specified, and such prices and payment shall be full compensation for all labor including equipment and incidentals, and disposal necessary to complete the work as specified. The Town of La Plata will supply any materials unless otherwise noted.

5. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by TOWN OF LA PLATA, with the option of extending the Contract for three (3) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by TOWN OF LA PLATA or to TOWN OF LA PLATA by the Contractor at least ninety (90) calendar days prior to the contract Anniversary date which is the date in the Notice to Proceed or otherwise indicated by TOWN OF LA PLATA.

6. PRICE ADJUSTMENT

- A. All prices offered herein shall be firm against any increase from one (1) year from the effective date of this Contract.
- B. To compensate for the fluctuation of price for portions of hourly labor cost, the Contractor may request an annual price percentage increase at least thirty (30) calendar days prior to commencement of subsequent renewal terms. TOWN OF LA PLATA will entertain the request for escalation considering TOWN OF LA PLATA'S budgetary and economic conditions.
- C. If approved, any price adjustment will become effective the first date of the renewal term and shall be made on the actual quantity of hourly labor services performed.

7. EXTRA WORK

Extra work over and above what is anticipated for this job caused by the Contractor's unfamiliarity with existing conditions will not be acceptable. However, the Contractor shall do such extra work as may be deemed necessary and requested by the TOWN OF LA PLATA, specific only to this job. No action on the proposed extra work will be started until approved by the Project Manager. No claim for extra work will be considered or allowed unless said work has been so ordered or approved in writing.

DELIVERABLES AND TIMING

All deliverables identified above are requested to be completed in FY 2026.

RECORDS & REPORTS

The Town will require the contractor to maintain an original set of records on work performed including daily reports, working papers, testing reports, certifications, and any other documents as may be required in performance of this work. The Town will be provided a duplicate set of records, but upon request may require the contractor to provide specific records for the purpose of confirming Town records or use in litigation.

MINIMUM CONTRACTOR/INDIVIDUAL QUALIFICATIONS

The respondent contractor selected shall be validly licensed and certified under all relevant federal, state, and local laws and regulations, to do business with the Town. Notwithstanding any of the qualifications specified in any other section of this Solicitation, the contractor shall meet the following minimum qualifications in order to be eligible to submit a Bid in response to this Solicitation:

- 1.) The contractor shall have a minimum of five (5) years' experience providing services similar to those under this Solicitation.
- 2.) The contractor shall be able to fulfill its obligations under the terms and conditions of this Solicitation and the Contract.

Contractors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a bid and maintain a regularly established place of business. An authorized representative of the Town may visit any contractor's place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, a contractor may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate the contractor is capable of satisfying the Town's needs and requirements.

REQUIRED SUBMITTALS FOR PROPOSAL

To ensure a uniform review process and to obtain the maximum degree of comparability, each proposal must be organized as follows:

1. General - A title page/cover letter on the contractor's stationary. The purpose of this letter is to provide a record of the transmittal of the bid and an acknowledgment of any amendments, addendums, and changes to the RFP. The letter should be signed by an individual who is authorized to commit the contractor to the services and requirements stated in this RFP.
2. Profile of the contractor, including the number of years in business, type of operation, number of employees, and a summary of the contractor's expertise and experience in performing the scope of services.
3. Narrative - The contractor shall submit a brief narrative highlighting the qualifications and experiences that substantiate the contractor as having substantial construction experience that directly relates to the contract presented herein. This experience could include concrete, stormwater, sewer, water, asphalt paving and patching, grading, excavation, etc. and should

include any and all relevant work experience required to complete the work specified in the RFP and the contractor's capacity to provide the services set forth in this RFP.

4. Work plan and timeline for completing of project.
5. Management plan and technical approach for completion of project.
6. References - Provide at least three references, providing name, address, contact person, title, phone number, and email.
7. Fees -Complete detailed bid price sheet with schedule of all fees, service charges, and the like. Clear description of optional or additional services, and reimbursable costs not included in the base fee, and an hourly rate.
8. Additional information required by this RFP.

SUBMISSION OF PROPOSALS

Proposals will be received by the Procurement and Asset Manager, no later than 2:00 PM, on Thursday December 18th. Applicants must provide two (2) hard copies in a sealed envelope or one (1) electronic PDF of the RFP.

Town of La Plata

Attn: Colleen Wilson, Procurement and Asset Manager

PO Box 2268

La Plata, MD 20646

or emailed to: Colleen Wilson, Procurement and Asset Manager – cwilson@townoflaplata.org

For additional information or questions regarding the construction services specified in this request for proposals (RFP), contact Colleen Wilson, Procurement and Asset Manager in writing by email at cwilson@townoflaplata.org. Questions specific to this solicitation will be accepted until 2:00 PM on Friday, December 5th. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. Unauthorized contact with other TOWN OF LA PLATA staff regarding this RFP may result in the disqualification of the Contractor. Verbal questions and/or answers will not be binding. Written questions will be answered in the form of an addendum that will be posted on the Town's website on or before Friday, December 12th by 2:00 PM.

The pre-bid meeting will be held at the Wills Memorial Park playground site located at 505 St. Mary's Ave. on Thursday, November 20th at 2:00 PM.

PROPOSAL DOCUMENTS

A contractor responding to this RFP for the **“Wills Park Playground Project”** for the Town of La Plata must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the vendor. The Town will base the selection of a contractor on documentation submitted in the Proposal Documents.

Applicants must also submit two (2) hard copies in a sealed envelope or one (1) electronic PDF of the RFP. Each vendor will be evaluated, rated and/or ranked, based on information provided in their Bid.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

- Understanding the Requirements and Ability to Meet

- Work Plan and Timeline
- Management Plan and Technical Approach
- Contractor Experience and Capabilities
- Staff Qualifications, Experience and Capabilities
- Pricing

The proposals are due on Thursday, December 18th at 2:00 PM.

Proposals from all contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The contractors best meeting the experience and approach will then be selected for interviews.

The Town reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

COMPENSATION FOR SERVICES (FEE)

The Town intends to enter into a professional services contract(s) for the proposed project term. Compensation for the services rendered will be based upon a contract and is not to exceed fees provided in the response to this bid.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the (RFP) and comply with its instructions will be at the contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The bid must be signed by a designated representative or officer authorized to bind the contractor contractually. Submission of a signed bid to the Town will be interpreted to indicate the contractor's willingness to comply with all terms and conditions set forth herein.

CONFIDENTIALITY

Proposals will be available for public inspection after the award announcement, except as to the extent that contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. Contractor's designation of material as confidential will not necessarily be conclusive, and the contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Public Information Act, Section 4-355 General Provisions Article, Annotated Code of Maryland.

DURATION OF PROPOSALS

The bids and price bids submitted are irrevocable for a period of **120 days** following the bid due date.

AMENDMENT OR CANCELLATION OF THE RFP

The Town of La Plata reserves the right to cancel, amend, modify or otherwise change this application process at any time if it deems to be in the best interest of the Town of La Plata to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any proposal will be allowed after the application due date, unless such

modification is specifically requested by the Town of La Plata. The Town, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their bid that the Town of La Plata deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The Town of La Plata reserves the right to correct any inaccurate awards of monies under this program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The contractor submitting a bid certifies and warrants that all payments of fees charged by any sub-contractors pursuant to that contract are the sole responsibility of the contractor.

LEGAL TERMS

It is the policy of the Town of La Plata that all legal disputes are heard in a court of law in Charles County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The Town of La Plata will not agree to terms that are not consistent with this policy.

END OF RFP

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the form of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Contractor Name

Address

Town, State, Zip

Contact

Person Phone

Number

Email Address

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Bid form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Bid form, and has checked the same in detail before submitting said Bid; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Bid. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The Town will supply materials unless otherwise noted. The undersigned, being a reputable Contractor and having submitted the necessary pre- qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle one): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers' Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

 \$500,000 Bodily Injury by Disease for Policy Limit

 \$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

 \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

 \$2,000,000 General Aggregate

 \$1,000,000 Products/Completed Operations Aggregate

 \$1,000,000 Personal and Advertising Injury Limit

 \$1,000,000 Combined Single Limit Bodily Injury & Property Damage – Each Occurrence

 \$50,000 Fire Legal Limit

 \$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

 \$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name _____

Main Office Location _____

Year Founded _____

Project Manager Name _____

Project Manager Phone _____

Project Manager Email _____

Years of Experience _____

Has the company ever operated
under another name? If yes,
what name?

Do you have the equipment
and staff available to start
within 10 days of notice to
proceed?

If no to the previous question,
how long would it take to have
the equipment and staff available?

Has the company ever done
work with the Town of La Plata?
If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project _____

Owner of Project _____

Address of Project _____

Contact _____

Phone Number _____

Email Address _____

Description of Work

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Comments

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Appendix A: Conditions for Construction Projects

SATURDAY, SUNDAY, AND HOLIDAY WORK

No work shall be performed on Sundays, Holidays, or after 6:00 p.m. on weekdays without the prior written consent of the Project Manager, except within SHA ROW. The contractor should coordinate with SHA District 5 Utilities for allowable work hours within SHA ROW. Violation shall result in work performed going unpaid to Contractor.

CODES AND ORDINANCES

It is understood and agreed that the Contractor is familiar with all Federal, State, County, and Local codes and ordinances which govern the work as required in this Contract and that nothing in or omitted in these Specifications and any Drawings shall relieve the Contractor of full responsibility for compliance with the law.

ADDITIONAL INSPECTION

In the event the Contractor fails to perform in a timely manner and the project is not completed within the Contract time, the Contractor shall be required to compensate the TOWN OF LA PLATA for the cost of additional inspection services incurred by the TOWN OF LA PLATA.

Costs for additional inspection services shall be computed as follows:

Two and one-half (2 ½) times direct payroll costs of TOWN OF LA PLATA personnel involved, plus reimbursement for actual travel, subsistence, telephone, printing, and other direct expenses at cost.

These costs shall be deducted from the Contractor's payment and shall be paid by the Contractor in addition to any liquidated damages the Contractor's may be charged with. The Contractor's payment and the contract price shall be adjusted by a Change Order.

NOTIFICATION OF PROJECT MANAGER

Contractor shall notify the project manager at least twenty-four (24) hours prior to commencing or recommencing work. If work has been suspended for any reason other than normal non-working days notice to restart work is required. Violation shall result in work being declared unsatisfactory, incomplete, and subject to being redone at the Contractor's expense. This is to ensure adequate time to make any necessary public notifications.

SUPERVISION BY THE CONTRACTOR

No work shall be performed or material placed by the Contractor without a responsible representative of the Contractor present at all times. The Contractor shall supervise and direct the work. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site(s). The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be binding as if given to the Contractor. The supervisor shall be present on the site(s) at all times

and required to perform adequate supervision and coordination of the work as determined by TOWN OF LA PLATA. If the Contractor's representative is not present all work shall be declared unsatisfactory and shall be removed at the Contractor's expense.

PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work or any other person(s) who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of this Contract. The Contractor shall be responsible for traffic management within the work area.

The Contractor shall, as necessary, place their personnel at the project site(s) to assure protection. All costs shall be borne by the Contractor. Any and all damages with or without personnel of the Contractor present shall be made good by the Contractor.

In case of suspension of work for any cause, the Contractor responsible for the Contract shall take such precautions as may be necessary to prevent damage to the work, all material or equipment to be incorporated therein, whether in storage or off site, and other property at the site or adjacent thereto, provide for proper drainage, temporary heat, light, and other required utilities and services and shall erect any necessary temporary structures, signs, or other facilities at the Contractor's expense. In addition, if applicable, the Contractor shall properly and continuously maintain in acceptable growing condition of all living material in newly established plantings, seedings, and sodding furnished, under this Contract, and shall take adequate precautions to protect the new and existing growth against injury.

ADJUSTMENT OF UTILITIES

It shall be the TOWN OF LA PLATA's responsibility to adjust any utilities and/or obstructions within the specified work area(s) as needed to perform work.

Payment for the adjustment of the service utilities is the TOWN OF LA PLATA's. Payment for damaged utilities post adjustment shall be the Contractor's responsibility.

WATER SUPPLY

The Contractor shall provide at his own expense such quantities of clean water as may be required for any and all purposes under this Contract. The Contractor shall take particular care to furnish their employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the works shall be subject to the approval of the Project Manager and shall be indicated to the Project Manager by the Contractor five (5) days before beginning work, so that examinations of said supplies can be made.

SANITARY ARRANGEMENTS

Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor, in such manner and at such points as shall be approved or directed, and their use shall be strictly enforced. The collections in the same shall be disinfected or removed as necessary.

ADJUSTMENT OF ROAD STRUCTURES

It shall be the TOWN OF LA PLATA's responsibility well in advance of the beginning of work to notify all public utility corporations, municipal bureaus or owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Unless otherwise specified or required, these adjustments shall be made by the TOWN OF LA PLATA, or designated party, and in advance of construction.

The Contractor shall be responsible for contacting MISS UTILITY prior to beginning construction and no sooner than 3 business days but no later than 12 business days ahead of planned excavation or demolition.

The Contractor shall be held responsible for any damage to the surface or subsurface utility installations during work under this Contract, and any so damaged, shall be replaced or repaired at the Contractor's expense. Any expense resulting from damage to utility structures by the Contractor shall be charged against the Contractor and deducted from any monies due or to become due to the Contractor.

TIMBER AND BRUSH

All cut timber and brush shall be removed from the site of the work each work day unless otherwise directed.

CONSTRUCTION OF RIGHT OF WAYS

If/where applicable, The Contractor shall not move any equipment or materials in the right of way or construction strips and shall not commence any clearing within the right of way unless and until authorized to do so by the Project Manager. The Contractor shall confine his operations strictly within the limits of the right of way and these construction strips, unless the Contractor has the prior written permission of the owner of the adjacent property to occupy additional ground. Trees in the construction strips shall not be cut down except with the written permission of the owner of the property. Trees within the limits of the right of way or Town owned easements may be cut down unless otherwise indicated or directed by the Project Manager.

The Contractor shall so conduct his work in the vicinity of right of ways so that there shall be a minimum of disturbance of the properties crossed. Fences shall be disturbed as little as possible and if damaged or removed shall be replaced at the cost of the Contractor to the satisfaction of the property owner.

CONSTRUCTION IN THE VICINITY OF TREES

In right of ways, the Contractor shall be permitted, where the tree in question does not come under the jurisdiction of the La Plata Forest Conservation Program, to cut down any trees, unless

otherwise indicated on any drawings. In general, the State Department of Forestry has control over trees in public areas such as roads. Any other trees may be cut down only with the written permission of the Project Manager or owner of the adjacent property as the case may be. The Contractor shall execute due care not to injure trees, within or adjacent to the line of work, under the jurisdiction of the La Plata Forest Conservation Program. The Contractor shall carry on their operations in conformity with the requirements of the La Plata Forest Conservation Program without additional compensation over the price bid for the work.

LIGHTS, RAILINGS, AND WATCHMEN

If/where applicable, the Contractor shall place sufficient lights on or near the work and keep them burning from twilight to sunrise. The Contractor shall erect suitable railings, fences, or other protection about open trenches, and provide all watchmen on the work, by day or night, that may be necessary for the public safety. The Contractor shall place proper guards and lights for the prevention of accidents during and after the delivery of materials and supplies and shall at all times take all necessary precautions to avoid accidents or injury to persons or property. The Contractor shall, upon notice from the Project Manager that the Contractor has not satisfactorily complied with the foregoing requirements, immediately take such measures and provide such means and labor to comply therewith as the Project Manager may direct, but the Contractor shall not be relieved of his obligations under the Contract by any such notice or directions. In case the Contractor shall not comply with an order with respect to guarding his work, the Project Manager may provide the required protection and the cost thereof shall be deducted from any monies due or to become due to the Contractor under the Contract. The Contractor shall not be relieved of his obligations under the Contract by any such action of the Project Manager.

PIPELINES TO BE KEPT CLEAN

During the progress of the work and until the completion and final acceptance thereof by TOWN OF LA PLATA the pipelines, facilities, roadways, sidewalks, and their appurtenances should be kept thoroughly clean throughout, if/where applicable. Obstructions or deposits, at any time discovered, shall be removed at once by the Contractor without extra compensation. After the completion of the work, the pipelines, facilities, roadways, sidewalks, and their appurtenances shall be left clean, free, and in good order.

LAND

Site(s) shall be delivered to the Contractor "as is" of the date of these specifications.

PROTECTION OF STRUCTURES FROM WORK AND MATERIALS

It shall be the responsibility of the Contractor to adequately protect curb, gutter, roadways, facilities, and other adjacent structures when performing work. The Contractor may use any method that is normal practice, such as protective paper, courses of sand, etc. If any of the surrounding structures are defaced, they shall be repaired at the Contractor's expense. Within the work area the Contractor shall protect manhole frames and covers and other similar utility road structures with paper or other means before performing work to the area.

After work has been completed, it shall be the Contractor's responsibility to remove the protective covering and examine the various surrounding structures to see that they are unimpaired and that their covers are free and sit properly.

DEFECTIVE WORK

Neither the inspection or supervision of the work, nor the presence or absence of any employee of the Town of La Plata, Maryland during the execution of any part of the work, shall relieve the Contractor of any of his obligations under the Contract or of conforming his work to the project specifications given by the Project Manager; and defective work shall be made good and unsuitable material installation shall be rejected, notwithstanding that such work and material may have been previously overlooked and accepted or estimated for payment. If the work or any part thereof shall be found defective or to have been damaged, at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, or injury, in a manner satisfactory to the Project Manager, without extra compensation therefore, even though said defect or injury may not have been due to any act, default, or neglect on the Contractor's part. All materials shall be carefully and jointly examined by the Contractor and Project Manager for defects, just before placing, and any found defectives shall not be placed in the work.

CLEANING UP

On or before the completion of the work each day, the Contractor shall, without charge leave the line of the work in a clean and neat condition.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper bid. TOWN OF LA PLATA shall not be responsible for the premature opening of bids if not properly addressed or identified.

CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement") is made as of the ____ day of _____, 20____ by and between Town of La Plata located at 305 Queen Anne Street, PO Box 2268, La Plata, MD 20646, ("Owner") and Bliss Products and Services, Inc, an S-Corporation, located at 6831 S. Sweetwater Road Lithia Springs, GA 30122 ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Description of Work. Contractor shall perform the following described work at Wills Park, 505 St. Mary's Avenue, La Plata, MD 20646 (the "Property"), in accordance with Owner's contract plans and specifications, this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents"), see Exhibit A including Terms & Conditions effective January 1, 2025 (<https://blissproducts.com/terms-conditions/>). Customer acknowledges receipt and review of all applicable Terms. In the event of a conflict, the order of precedence is: (1) this Agreement, (2) the Terms and Conditions. Industry terminology used in any Contract Documents which are not defined shall be interpreted as having the same meaning as that recognized in the construction industry in the area where the Property is located.

2. Contract Price and Payments. Owner agrees to pay Contractor the total amount of \$834,889.38 (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. A 3% processing fee applies to all credit card payments. This fee will be separately itemized on the invoice and is non-refundable. According to the following schedule:

Deposit (Check one)

- ☒ A deposit is NOT required.
- ☐ \$_____ deposit, due upon the execution of this Agreement.

Installments (Check one)

- ☐ There will be NO installment payments.
- ☒ Installments will be paid upon the completion of the following milestones:
- Payment for materials must be made upon delivery to the site.

Balance Due

Balance due upon completion of the Work.

3. Certificate of Completion. Upon completion of the Work, Contractor shall notify Owner that the Work is ready for final inspection and acceptance and Owner shall make the final payment within 15 days after final inspection.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials Bliss Products and Services, Inc.

necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner. (Check all that apply)

☐ The following materials will not be included in the Contract Price and are the sole responsibility of Owner and will not be covered under warranty by Contractor:

1. _____.
2. _____.

5. Licenses and Permits. (Check one)

☐ Contractor ☐ Owner shall obtain all licenses and permits necessary for proper completion of the Work.

(Check one)

☐ Contractor ☐ Owner is responsible for the cost of any necessary permits or licenses.

☒ Not Applicable

6. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of Owner (the "Applicable Laws"). Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

7. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property.

8. Record Documents. Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner upon completion of the Work. Owner shall have the right to inspect and review such documents upon notice to Contractor.

9. Warranty. Contractor hereby warrants and guarantees the installation work for a period of one year from the date of substantial completion.

Contractor will repair or replace to the satisfaction of the Owner any or all work that may prove defective in workmanship or materials within the guarantee period together with any other work which may be damaged or displaced in so doing. This guarantee does not cover equipment that is not maintained properly. It also does not cover ordinary wear and tear, vandalism, or an other unusual abuse or neglect of the property.

10. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with

materials or equipment. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

11. Inspection. Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents.

12. Work Changes. Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein.

13. Indemnification. Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner.

14. Contractor's Insurance. Per Exhibit B. Contractor shall name Owner as an additional insured (☐ except for the workers' compensation insurance). Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this Agreement.

15. Waiver of Subrogation. Owner and Contractor each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Owner and Contractor shall cause each insurance policy carried by Owner or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

16. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

17. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

18. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may terminate this Agreement before the completion of the Work when for a period of 14 days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On

such termination Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Owner's Termination. Owner may, on 30 days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents.

19. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. The dispute shall be resolved in the courts of the State of Georgia.

Attorneys' Fees

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Arbitration. The dispute shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation. The dispute shall be resolved through mediation.

☒ Mediation then arbitration. The dispute shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

21. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

22. Notices. Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

23. Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

24. Binding Effect. This Agreement shall be binding and enure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

25. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions.

26. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

27. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

28. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the all of the Parties.

29. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

30. Survival. The obligations of Contractor expressly identified in this Agreement, or those by operation of law, shall survive the completion of Work or termination of this Agreement.

31. Industry Language. The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

32. Independent Contractor. Contractor acknowledges that it is an independent contractor and is not an agent, partner, joint venture nor employee of Owner. Contractor shall have no authority to bind or otherwise obligate Owner in any manner nor shall Contractor represent to anyone that it has the right to do so. Contractor further agrees that in the event that the Company suffers loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless Owner from any such loss or damage.

33. Rights of Third Parties. Nothing in this Agreement shall create or give to any third party a claim or right of action against Contractor or Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

_____	_____ Town of La Plata
	Owner Full Name

_____	_____ Noel C. Stevens, Town Manager
Owner Representative Signature	Owner Representative Name and Title

_____	_____ Bliss Products and Services, Inc.
	Contractor Full Name

_____ 	_____ Gregg Bliss, President
Contractor Representative Signature	Contractor Representative Name and Title

Exhibit A: Scope of Work



WILLS PARK PLAYGROUND



December 18, 2025



Re: Wills Park Playground (Proposal No. RFP-WPPLGRD-2025-11-07)

Dear Selection Committee,

Bliss Products and Services was built on a promise: to deliver every project with the same care, integrity, and attention to detail we'd expect in our own communities. Over the years, that promise has guided our evolution—from a regional playground equipment provider to a trusted General Contractor specializing in complex, turnkey site development.

This proposal reflects that evolution. Inside, you'll find not only our design vision and approach, but also insight into the project management systems, internal teams, and field capabilities that now define who we are.

Recent years have brought exciting opportunities. Clients are turning to us to lead projects with multiple trades, challenging logistics, and tight timelines. We've stepped in to rescue delayed installs, bring order to complicated multi-site rollouts, and deliver results where others fell short. In response, we've expanded our internal capabilities:

- A dedicated **Project Management** team to streamline coordination from start to finish
- A growing **Field Services Department** trained to handle real-time adjustments and sitework
- A robust **Quality Control Process** to ensure fewer surprises and smoother closeouts

This isn't just about installing playground and recreation equipment. It's about building something lasting—with accountability, craftsmanship, and a team that takes pride in the entire process.

Bliss Products and Services acknowledges receipt and review of RFP No. RFP-WPPLGRD-2025-11-07 and any issued addenda.

We look forward to the opportunity to work with the Town of La Plata and hope this proposal gives you a clear picture of the value our team brings to the table.

Sincerely,

Gregg Bliss
President
800-248-2547
info@blissproducts.com
www.blissproducts.com

Company Overview



Overview

Bliss Products and Services, Inc. (BPS) has been in the recreation business since April 1984, incorporated in Florida. With over forty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. BPS believes in a low-key and educated approach to each opportunity. Our team has experience in the design of all types and sizes of recreation and play environments. BPS offers site evaluations, budgetary proposals, custom designs, and installation services for a wide range of products. BPS can utilize the newest technologies available and support our staff and clients through multiple platforms.

BPS currently has an internal office that staffs a total of ten people. In addition, we have sixteen sales representatives and four employees who work remotely.

Construction

BPS is not simply a sales agency. BPS has contractors licenses in ten states and currently holds a GC license in the State of Maryland. With combined revenues of over 50M annually, BPS has the resources available to successfully complete projects of any size and scope.

Our installers specialize in the recreation industry. From concept to creation, our installers are committed to enhancing recreational environments for everyone and are equipped to handle the largest projects our customers may have.

Staff Assigned to Project

For this project, the following people from Bliss Products will "touch" the project at some point during the process:

- Gregg Bliss, President
- Reggie Johnson, Sales Representative
- Kristen George, Marketing Director
- Jessica McCleary, Project Manager
- Amber Waters, After Sales Support
- Heather Smith, Order Entry
- Donna Moore, Accounting

Company Overview



Banking, Bonding, and Insurance

- BPS has bonding capabilities of over 3M dollars
- BPS carries insurance over 5M dollars (COI attached for reference)
- Specific banking, bonding, and credit references are available upon request
- FEIN: 59-2413631
- DUNS: 003456428
- E-Verify: 329247

General Information

Mailing Address:

6831 S Sweetwater Road
Lithia Springs, GA 30122

Email Addresses:

Gregg Bliss, President: gregg@blissproducts.com
Reggie Johnson, Sales Representative: reggie@blissproducts.com
Kristen George, Marketing Director: kristen@blissproducts.com
Jessica McCleary, Project Manager: jmccleary@blissproducts.com

Phone Numbers:

Gregg: 800-248-2547
Reggie: 904-422-5928
Kristen: 800-248-2547
Jessica: 800-248-2547

Additional Information

- BPS is a corporation.
- There is no active or pending litigation.
- There have been no legal actions taken against BPS.
- BPS have never defaulted on a contract or failed to complete any work.
- EMR Ratings:
 - 2023: .94
 - 2022: .94
 - 2021: .94
 - 2020: .94
 - 2019: .94

Project Staffing



Gregg Bliss, President

Gregg Bliss has been with BPS for over 30 years and took over as President in 2000. Since becoming President, Gregg has been responsible for expanding the company's territory to over 12 states and more than doubling both the sales staff and installation crews. Gregg is the qualifying agent for contractors' licenses in over five states, including holding a GC license in Florida. Gregg is CPSI certified and graduated Summa Cum Laude from Tarleton State University with a Bachelor of Science degree in Industrial Technology.



Reggie Johnson, Sales Representative

Reggie has had a long career in the technology sales industry and came to Bliss in 2024 eager to learn the playground and recreation industry. He has worked for companies such as Amazon Web Services (AWS) and Comcast Business, helping out the business community any way possible. Reggie has secured multiple projects since starting with Bliss and continues to thrive in his Maryland and Delaware territory.



Kristen George, Marketing Director

Kristen started her recreation career with BPS, joining the team in 2015. She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 500 bids for the 2021 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers with in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out with as much detail and care as possible.



Jessica McCleary, Project Manager

Jessica has extensive knowledge of the construction industry and may years of experience managing projects varying in scope and size. Joining the BPS team over two years ago, Jessica has expanded her construction knowledge into the recreation side and has been able to efficiently manage the Installation Team at BPS to include subcontractors and internal staff.

Design Narrative



The proposed playground design for Wills Memorial Park is rooted in the Town of La Plata's rich history and identity, while delivering a modern, inclusive, and engaging play environment for children of all ages and abilities. Drawing inspiration from La Plata's origins as a railroad town and its continued celebration of local landmarks, the design thoughtfully blends storytelling, play value, and accessibility into a cohesive, community-focused destination.

Historic Inspiration & Community Identity

La Plata was founded in the late 1800s with the arrival of the Pennsylvania Railroad, a defining moment that shaped the Town's growth and character. This historical connection served as the foundation for the overall playground theme. The proposed design incorporates train-inspired elements throughout both play areas, allowing children to explore, imagine, and learn while connecting with the Town's heritage in a meaningful way.

Interpretive panels integrated into the play structures highlight several well-known La Plata landmarks, including the La Plata Train Station Museum, Port Tobacco Players Theater, La Plata Farmers Market, and other notable community destinations. These elements not only reinforce the Town's history but also encourage intergenerational engagement, sparking conversation between children, caregivers, and visitors as they move through the play space.

5–12 Play Area: Landmark-Driven Adventure Play

The 5–12 play structure is anchored by a Denali Tower, selected intentionally to echo the prominent water tower located adjacent to the existing playground. Rising as a visual focal point within the park, the Denali Tower creates a sense of arrival and landmark presence, much like the Town's water tower does within the surrounding landscape.

From this central tower, children can explore a variety of elevated and ground-level play experiences that promote physical challenge, social interaction, and imaginative play. Enclosed slides, climbers, bridges, and accessible routes provide multiple ways to engage, ensuring children of varying abilities can play together. The structure's height and design encourage confidence-building and exploration while maintaining safety and visibility for caregivers.

Design Narrative



2–5 Play Area: Early Childhood Exploration

The 2–5 play structure is designed as a train-inspired play experience scaled specifically for younger children. Featuring lower deck heights, age-appropriate climbers, slides, and crawl-through elements, this area supports early childhood development while reinforcing the overall theme.

The train motif is reinforced through graphic panels, window details, and storytelling signage that introduce younger users to La Plata's history in a playful, approachable way. This area emphasizes imaginative play, sensory engagement, and social interaction while maintaining clear sightlines and easy access for caregivers.

Inclusive & Sensory Play Opportunities

In alignment with the Town's goal of delivering a custom inclusive playground, the design incorporates elements that support children of all abilities.

Accessible routes, transfer points, sensory panels, and varied play types ensure that children with mobility, sensory, or cognitive differences can actively participate alongside their peers.

Sensory-rich components such as tactile panels, visual details, and interactive features are intentionally distributed throughout both play areas, encouraging exploration and engagement without isolating inclusive elements into a separate space.

Aesthetic & Material Palette

The proposed color palette combines modern, natural tones with vibrant accent colors to complement the surrounding park environment while maintaining strong visual interest. Durable, low-maintenance materials are specified throughout the playground to ensure long-term performance, safety, and sustainability in accordance with Town standards.

A Destination for the Community

This design transforms Wills Memorial Park into more than just a playground — it becomes a place where La Plata's history, families, and future come together. By celebrating the Town's railroad roots and local landmarks through thoughtful design, the proposed playground creates a unique sense of place that is unmistakably La Plata.

The result is a visually striking, inclusive, and meaningful play environment that honors the Town's past while serving the needs of today's families and future generations, fully aligning with the goals and requirements outlined in the Town of La Plata's Request for Proposals.



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WILLS MEMORIAL PARK / 2-5 PLAY STRUCTURE

LA PLATA, MARYLAND

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WILLS MEMORIAL PARK / 2-5 PLAY STRUCTURE

LA PLATA, MARYLAND

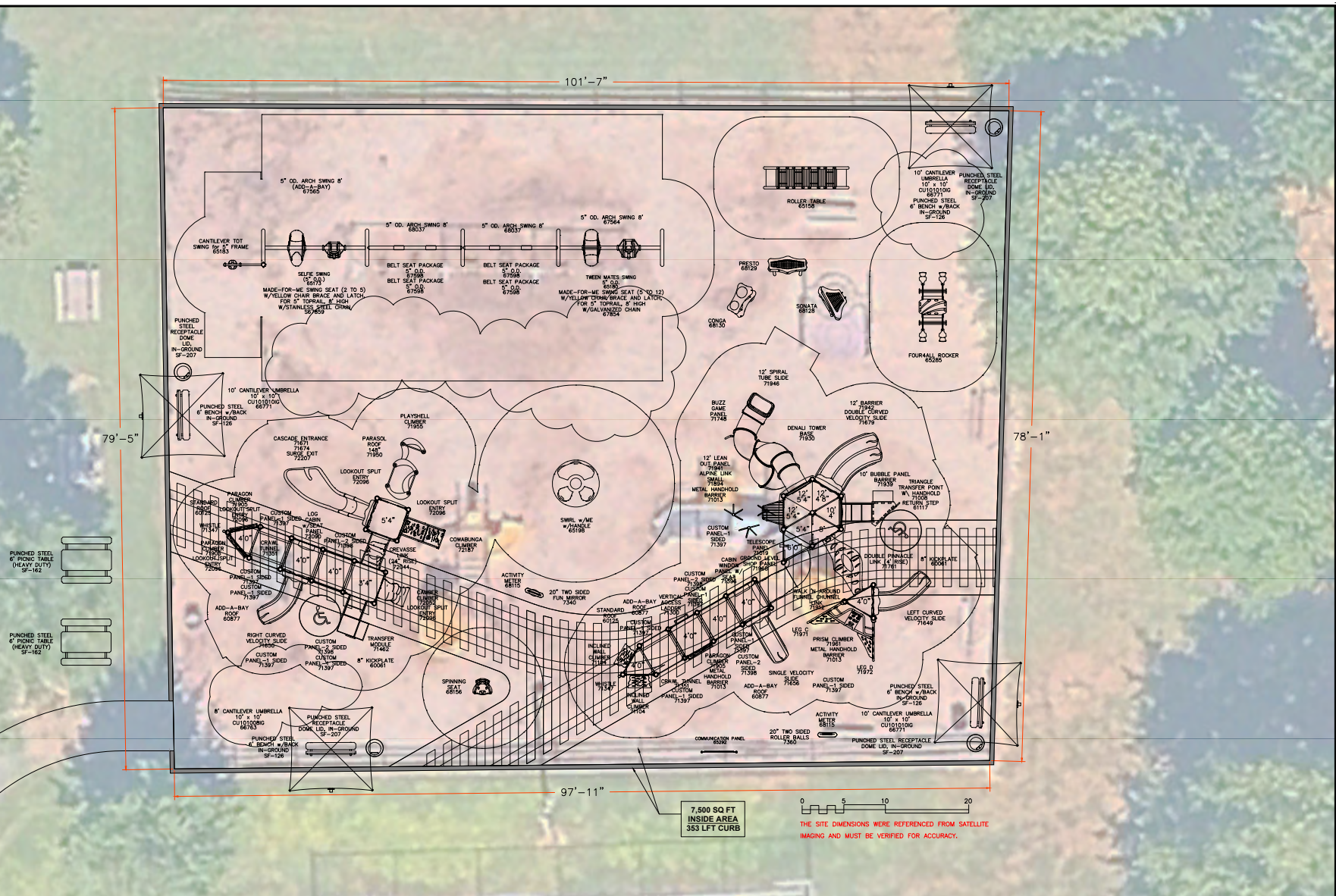
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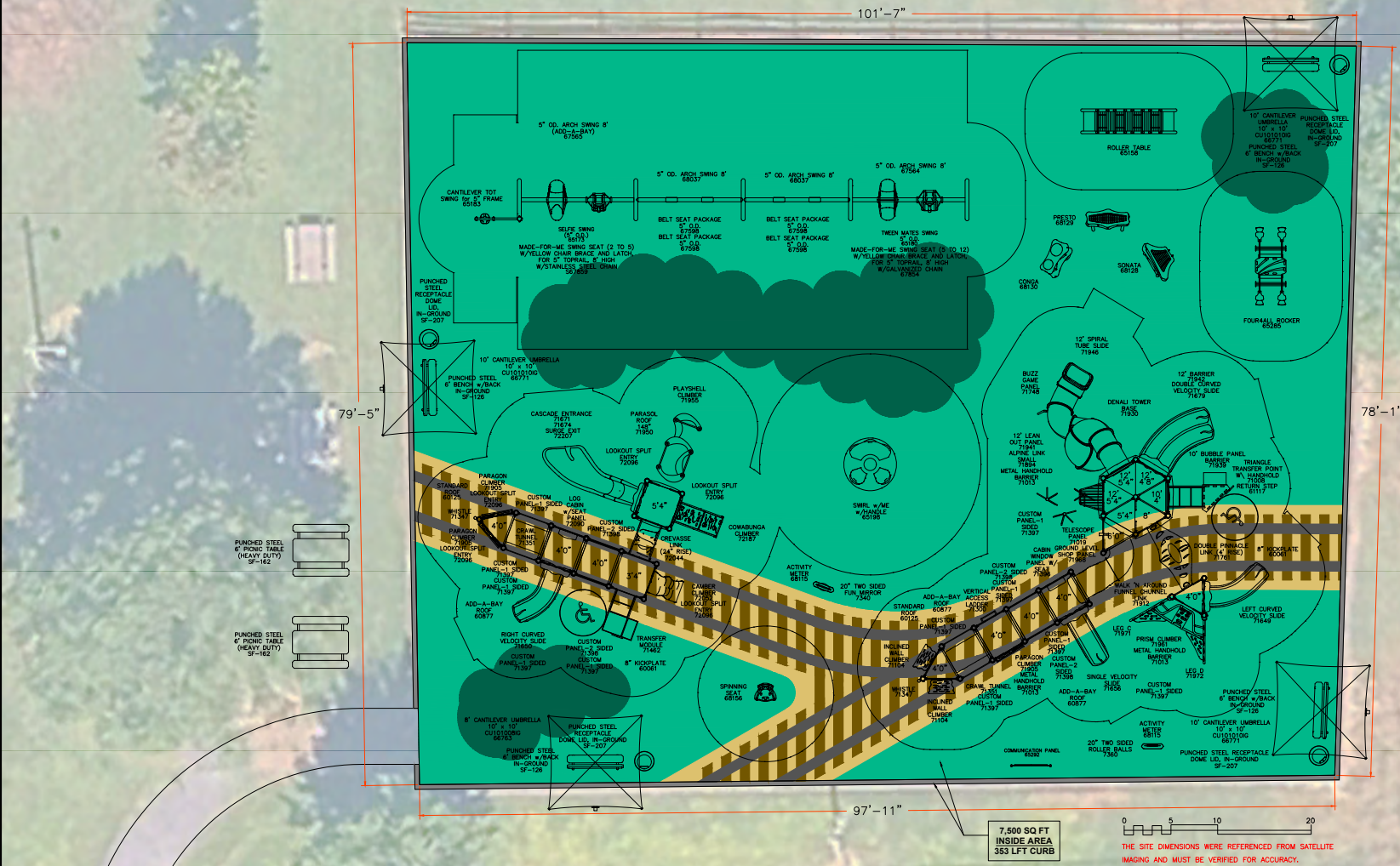
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www.playandpark.com



Wills Memorial Park
505 St Marys Ave, La Plata, MD 20646

Bliss Products & Services

Age Group
2-5 and 5-12
Area Size
Per Existing Site

User Capacity
12/12/25
Critical Fall Height
12'-0"

Scale: 3/16" = 1'-0"
This drawing can be
scaled only when in
an 24" x 36" format

Designer: CY
Design #: 645-180663
Date: 12/12/2025

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Fees/Pricing Schedule



All pricing is on the Excel spreadsheet included in our submittal email.

The Town of La Plata is seeking a partner to design a custom play environment for the citizens who visit **Wills Park Playground**.

Challenges and Solutions

BPS can help The Town navigate and overcome any challenges because of our vast experience in similar situations. BPS wants to take the time on the front end to understand all aspects of a project, from the most minute to the largest and most complicated. Our team is prepared to go above and beyond to provide the partnership we all will be proud of for years to come.

On Site Meetings/Design Phase - BPS understands the need for on-site meetings and will make this project a priority in terms of scheduling those. The City is going to be able to work with our team to design their playground to fit its specific needs and space, so these on-site meetings are critical to fully understanding the extent of the scope of work at each location.

Duration of Installation - Equipment today is much more complex from an installation standpoint than in years past. Playground standards have evolved and become more rigorous with time. These two factors combined just means that BPS' installers will take great care and attention to detail to ensure the playgrounds and surfacing are installed correctly. BPS will manage each site's installation to ensure progress, minimize delays, and provide feedback as the installation takes place.

Meeting Playground Standards - We will discuss with the Town the various standards that must be met when providing and installing a playground for public use.

The challenges and potential solutions outlined above are for reference and consideration only. BPS is not suggesting that these should be concerns, but just to bring light to issues that may need review when selecting a partner. The Town deserves a partner that looks at the entire project.

Project Management



Project Management

BPS believes that Project Management consists of four major factors: identifying and managing customer expectations, clear communication, and coordination with all parties, scheduling accurate and attainable milestones, and accountability.

Expectations

BPS believes in actively listening to the customer to understand the project entirely. These in-depth conversations allow for a design that truly embodies the customers' desires, budgets, and dreams! Honest up-front communication is invaluable to reducing stress, containing costs, avoiding disappointments, and ensuring the final proposal is precisely what the customer envisioned.

The list below, while not all encompassing, highlights some ways expectations are addressed and managed.

- Scope of Work - A detailed scope of work helps each party understand their responsibilities and expected project outcome.
- Completion Time Frame - BPS provides a detailed project schedule based upon projected start and end dates. Documenting milestones, deliveries, and critical path identifiers keeps all parties informed and focused on the ultimate end goal of a new playground area opening on time and without incident.
- Playground Design - Our customers deserve a design that is unique, engaging, cost-effective, and compliant. BPS provides a site layout, 3D design, color options, and additional information as required to illustrate the result of the project clearly.

Communication

Communication of all types is of the utmost importance to the success of any project. While each project is unique and will have its own requirements, the list below embodies some of the many ways BPS uses to communicate each phase of project development.

On Site Meetings

Both pre-bid meetings and site review meetings are geared toward gathering knowledge crucial to the successful design and installation of the area. A site

Project Management



Communication cont'd

review can provide information not readily identified on paper (i.e., surrounding neighborhood aesthetics, access/egress requirements, potential utility lines, and overhead obstructions).

Construction meetings, when required by the project or warranted due to size and scope, help to facilitate coordination with other trades, ensuring scheduling milestones are on track and identify any potential issues to be immediately addressed.

BPS requires a final walk through of each job regardless of size and scope. The walk through allows us to interact with the customer and address the work that has been performed. During the walk through, the customer will be provided with any additional items per the contract (i.e., owner's kit, touch up paint, etc.) and will be required to sign off on the area as accepted.

Scheduling

Effective scheduling is one of the essential tools used to ensure the completion of each project. The parameters of each job dictate the amount of detail required for effective scheduling. Larger projects that span several weeks will require an in-depth look at milestones, interdependencies, resource allocation, simultaneous task completions, and coordination of deliveries to ensure the installation proceeds in the most efficient manner.

Accountability

While different individuals may be responsible for various aspects of project completion, at all stages our customers can expect their sales and management staff to be available and accountable for each milestone. The information below represents some of the more relevant areas and how they impact overall job satisfaction.

BPS understands that clearly identifying each site's unique characteristics and looking at the broader picture with regards to the site demographics, challenges, aesthetics, etc. helps to recognize and plan for solutions to any potential challenges. Utilities, access points, soil/digging conditions, etc. are easier to manage when they are noted on the front end of any project.

Project Management



Accountability cont'd

While there is no way to know every nuance of each project, utilizing this in-depth form helps to keep job data consistent and thorough and minimize job site disruption.

- Equipment Ordering and Production - BPS confirms equipment layout, color selection, and scope of work by requiring a final signature/approval on the playground design before placing the order. During production, our playground manufacturer, Play & Park Structures, has a 42-step quality assurance program. This constant quality monitoring and review minimizes downtime in the field due to incorrect or missing parts.
- Installation - By combining the reports and written communication discussed earlier in this section, BPS monitors its installers daily to ensure each job is progressing and on-time. This proactive approach helps us keep constant communication with our customer on job status, completion time, and many other factors. Our installers are required to get a final sign off sheet while still on site and prior to final payment. This again, ensures that any issues identified were dealt with quickly and thoroughly so that the customer can be confident the area is safe, compliant, and ready to be enjoyed before we leave any project.

A successful Project Management Plan helps to successfully manage all four most critical aspects of each project!

Quality Control Plan



Planning

- Provide chart/plan to execute project to the client/customer with tentative installation dates and milestones

This is a detailed project management chart, likely a Gantt chart, used for planning and scheduling. It features multiple columns representing time periods and rows for various project tasks. The chart includes numerous small text labels for specific activities, dates, and milestones, providing a comprehensive overview of the project timeline and resource allocation.

Vendor Management

- Compile scope definition for various vendors and installers
- Issue contracts to those vendors and installers
- Communicate timelines of deliveries to customer

Quality Management System

- Establish standard work process and procedures
- Turnover checklist
- Perfect photo log/training manual
- Deployment workflow with milestones and pain points

Closeout/Client Delivery

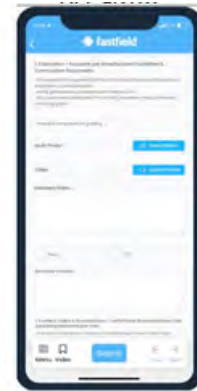
- Flash notifications to general contractors
- Remote based approval process
- Closeout tied directly to financial system

Quality Assurance During Install



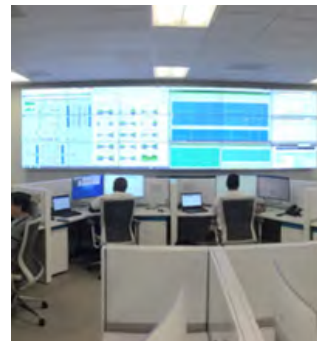
App Entry

- Selections prompt GC for deliverables
- Milestone Completion data from GC approved by Construction Manager



Audit Center

- Deliverables reviewed while GC is on site
- Minimize effort to engage vendor for corrections
- Audits performed FIFO with time tracking



Site Corrections

- GC corrects non-service impacting items concurrently
- Maximizes GC efficiency and output per day



Client Delivery

- Upon completion of GC acceptance, closeout materials are delivered



References



Booneville City Park

Client: City of Booneville

Project Location: Booneville City Park (110 Dallison Drive, Booneville, MS 38829)

Project Start: October 2020

Project Completion: April 2021

Cost: \$776,712.22 (original budget and final project cost were the same)

Team Members:

- Will McNeer, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Jim Barry, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Jon Hill
- 662-728-4132
- jhill@booneville-ms.gov



References



Korean Central Presbyterian Church

Client: Korean Central Presbyterian Church

Project Location: 15451 Lee Highway, Centreville, VA 20121

Project Start: February 2022

Project Completion: April 2022

Cost: \$466,054.57 (original budget and final project cost were the same)

Team Members:

- Kelly Lindsay, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Daniel Younger, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Inno Kim
- 703-815-1200
- ino.kim@kcpc.org



References



University School of Jackson

Client: University School of Jackson

Project Location: University School of Jackson (232 McClellan Road, Jackson, TN 38305)

Project Start: July 2019

Project Completion: December 2019

Cost: \$482,024.36 (original budget and final project cost were the same)

Team Members:

- Amanda Stacy, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- CJ Filliat, Asst. Project Coordinator
- Roger Tassin, Lead Installer
- Cassie Pruitt, CAD Designer

Client Contact Information:

- Matt Fite, Board of Trustees
- 731-431-2325
- mfite@hmcompany.com



References



Squirrel Ridge Park

Client: Alachua County Parks and Open Spaces

Project Location: Squirrel Ridge Park (1603 SW Williston Road, Gainesville, FL 32608)

Project Start: November 2020

Project Completion: February 2021

Cost: \$483,329.05 (original budget and final project cost were the same)

Team Members:

- DeWitt Gibbs, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Sandee Sod, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Ed Williams, Capital Projects Coordinator
- 352-240-4168
- ewilliams@alachuacounty.us



References



Jennings Elementary

Client: Jefferson Davis Parish School Board

Project Location: Jennings Elementary (1603 South Lake Arthur Ave, Jennings, LA 70546)

Project Start: June 2022

Project Completion: September 2022

Cost: \$788,195.92 (original budget and final project cost were the same)

Team Members:

- June Rosenberg, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Porsche Harris, Asst. Project Coordinator
- Roger Tassin, Lead Installer
- Kimber Scroggins, CAD Designer

Client Contact Information:

- Meghan Campbell, Director of Finance
- 337-824-1834
- meghan.campbell@jdpsbk12.org



Timeline



Below is a general outline of how we currently view the timeline of this project to go forward. However, we understand that there are timelines and deadlines that the Town may want us to adhere to, so this timeline is also very flexible.

We have been very successful in managing the manufacturing and installations of small and large play/recreation projects in the past and will ensure this one will follow suit, with timeline completion and accurate installation. By continuously having open communication, the entire process will be seamless. Timelines are based on estimated completion times, weather permitting. Note: This timeline does not include time it takes to pull a permit, should one be required.

Our manufacturer, Play & Park Structures, is currently working on an eight-week lead time.

Week Count	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Receive NTP															
Playground Manufacturing															
Playground Shipping															
Demolition, Site Preparation															
Installation of New Playground and Surfacing															
Final Inspection and Acceptance															

Install Warranty



BPS Installation Warranty

Bliss Products and Services, Inc. (BPS) hereby warrants and guarantees the installation work for a period of one year from the date of substantial completion.

BPS will repair or replace to the satisfaction of the Owner any or all work that may prove defective in workmanship or materials within the guarantee period together with any other work which may be damaged or displaced in so doing. This guarantee does not cover equipment that is not maintained properly. It also does not cover ordinary wear and tear, vandalism, or an other unusual abuse or neglect of the property.



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759		CONTACT NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081 EMAIL: MStover@hdins.com ADDRESS:															
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Specialty Underwriters</td> <td>13037</td> </tr> <tr> <td>INSURER B: Sentinel Insurance Co, Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER C: Twin City Fire Insurance Co.</td> <td>29459</td> </tr> <tr> <td>INSURER D: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E: Certain Underwriters at Lloyd's, London</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Cincinnati Specialty Underwriters	13037	INSURER B: Sentinel Insurance Co, Ltd	11000	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E: Certain Underwriters at Lloyd's, London		INSURER F:	
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INSURER E: Certain Underwriters at Lloyd's, London																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 86463603 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	BURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract & XCU ☒ \$5000 Deductible per claim GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			CSU0024940	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPIOP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY			20UECKN3349	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$0			CSU0024939	1/17/2025	1/17/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20WECAT3242	7/29/2025	7/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	IM-Installation			20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability			HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU00202058	1/17/2025	1/17/2026	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDER Bliss Products & Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE H. L. Daniel <i>H L Daniel</i>
---	--

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Partnership with Play & Park



Since 1976, Play & Park Structures' (PPS) mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.

PPS has an appropriate play solution for a full spectrum of needs and

aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether the project calls for a traditional playground or a creatively themed play space, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

PPS is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, PPS provides protection and assurance for your playground investment.

With PPS being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square foot facility, PPS is well equipped to handle orders of large or small quantities.

BPS and PPS began their partnership over 14 years ago. We have since formed a great working relationship with PPS, creating open lines of communication between the two companies' internal teams. This direct communication allows us to ensure that the order goes from BPS to PPS without issues.



Play & Park's Standards/Safety



ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, AL, also referred to as the "Green Certification". ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

ISO 9001

An industry certification process issued by International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection, and testing.

ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed the Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.

IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a third party certification service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, and 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10, and 11, or both. The use of corresponding logo in Play & Park structures catalog signifies that PPS has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

Play & Park's Standards/Safety



ASTM

ASTM International is an independent and world-renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.

CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

Play & Park's Quality



ADA Approved Holes

All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play together. Transfer platforms feature large holes for gripping assistance when accessing structures.



Our Plastics

The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness. There are multiple color choices available for natural and modern settings.



Decks and Hardware

- Innovative curved bracing on each deck assures durable and sturdy decks.
- Plastisol and thermoplastic options are available for decks
- Tamper resistant hardware aids in the prevention of corrosion and helps reduce vandalism.



Play & Park's Color Palettes



Color Palettes

Choose from one of our 24 most popular color palettes or create a custom palette of your own!

Rainwater

	Blue Roto Plastic 1
	Gray Roto Plastic 2
	Azure Uprights
	Blue Metal Accents
	Gray Decks
	Blue HDPE
	Gray/Black 2-Color HDPE
	Deep Sea Shade



Clear Sky

	Blue Roto Plastic 1
	Gray Roto Plastic 2
	Sky Blue Uprights
	Orange Metal Accents
	Gray Decks
	Gray HDPE
	Gray/Black 2-Color HDPE
	Cloud Shade



Oceanside

	Sky Blue Roto Plastic 1
	Royal Purple Roto Plastic 2
	Sea Mist Uprights
	Sea Mist Metal Accents
	Brown Decks
	Sky Blue HDPE
	Sky Blue/White 2-Color HDPE
	Sky Shade



Secret Cove

	Sky Blue Roto Plastic 1
	Blue Roto Plastic 2
	Champagne Uprights
	Chartreuse Metal Accents
	Gray Decks
	Blue HDPE
	Blue/White 2-Color HDPE
	Deep Sea Shade



Waterfall

	Sky Blue Roto Plastic 1
	Blue Roto Plastic 2
	Spring Green Uprights
	Spring Green Metal Accents
	Blue Decks
	Blue HDPE
	Sky Blue/White 2-Color HDPE
	Deep Sea Shade



Peacock

	Periwinkle Roto Plastic 1
	Royal Purple Roto Plastic 2
	Periwinkle Uprights
	Spring Green Metal Accents
	Blue Decks
	Spring Green HDPE
	Spring Green/White 2-Color HDPE
	Tree Frog Green Shade



Play & Park's Color Palettes



Juneau

	Azure
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Brown
	Uprights
	Chartreuse Metal Accents
	Gray Decks
	Brown HDPE
	Azure/White 2-Color HDPE
	Azure Shade



Coral Reef

	Chartreuse
	Roto Plastic 1
	Azure
	Roto Plastic 2
	Metallic Uprights
	Orange Metal Accents
	Gray Decks
	Orange HDPE
	Orange/White 2-Color HDPE
	Azure Shade



Limestone

	Chartreuse
	Roto Plastic 1
	Gray
	Roto Plastic 2
	Bronze Uprights
	Azure Metal Accents
	Gray Decks
	Gray HDPE
	Azure/White 2-Color HDPE
	Cloud Shade



Honeydew

	Orange
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Ocean Uprights
	Butterscotch Metal Accents
	Gray Decks
	Orange HDPE
	Orange/White 2-Color HDPE
	Azure Shade



Recharge

	Azure
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Blue Uprights
	Chartreuse Metal Accents
	Gray Decks
	Blue HDPE
	Blue/White 2-Color HDPE
	Deep Sea Shade



Captivate

	Gray
	Roto Plastic 1
	Orange
	Roto Plastic 2
	Bronze Uprights
	Bronze Metal Accents
	Gray Decks
	Orange HDPE
	Gray/Black 2-Color HDPE
	Graphite Shade



Play & Park's Color Palettes



Color Palettes

Choose from one of our 24 most popular color palettes or create a custom palette of your own!

On The Rocks

	Gray
	Roto Plastic 1
	Roto Plastic 2
	Ocean
	Uprights
	Ice Mint
	Metal Accents
	Decks
	HDPE
	2-Color HDPE
	Cloud
	Shade



Safari

	Chartreuse
	Roto Plastic 1
	Green
	Roto Plastic 2
	Bronze
	Uprights
	Chartreuse
	Metal Accents
	Gray
	Decks
	HDPE
	2-Color HDPE
	Evergreen
	Shade



Courtyard

	Burgundy
	Roto Plastic 1
	Green
	Roto Plastic 2
	Sage
	Uprights
	Bronze
	Metal Accents
	Decks
	HDPE
	2-Color HDPE
	Evergreen
	Shade



Succulent Garden

	Green
	Roto Plastic 1
	Gray
	Roto Plastic 2
	Vanilla
	Uprights
	Champagne
	Metal Accents
	Gray
	Decks
	HDPE
	2-Color HDPE
	Evergreen
	Shade



Thicket

	Beige
	Roto Plastic 1
	Green
	Roto Plastic 2
	Uprights
	Beige
	Metal Accents
	Decks
	HDPE
	2-Color HDPE
	Evergreen
	Shade



Fresco

	Periwinkle
	Roto Plastic 1
	Spring Green
	Roto Plastic 2
	Ice Mint
	Uprights
	Spring Green
	Metal Accents
	Brown
	Decks
	HDPE
	2-Color HDPE
	Evergreen
	Shade



Play & Park's Color Palettes



Spring

- Yellow
Roto Plastic 1
- Spring green
Roto Plastic 2
- Metallic
Uprights
- Orange
Metal Accents
- Blue
Decks
- Spring Green
HDPE
- Spring Green/White
2-Color HDPE
- Sky
Shade



Unity

- Yellow
Roto Plastic 1
- Blue
Roto Plastic 2
- Red
Uprights
- Yellow
Metal Accents
- Blue
Decks
- Yellow
HDPE
- Blue/White
2-Color HDPE
- Deep Sea
Shade



Caterpillar

- Red
Roto Plastic 1
- Yellow
Roto Plastic 2
- Sky Blue
Uprights
- Spring Green
Metal Accents
- Blue
Decks
- Red
HDPE
- Spring Green/White
2-Color HDPE
- Sky
Shade



Castle Rock

- Blue
Roto Plastic 1
- Red
Roto Plastic 2
- Beige
Uprights
- Azure
Metal Accents
- Gray
Decks
- Red
HDPE
- Azure/White
2-Color HDPE
- Deep Sea
Shade



Gingersnap

- Orange
Roto Plastic 1
- Sky Blue
Roto Plastic 2
- Champagne
Uprights
- Orange
Metal Accents
- Gray
Decks
- Blue
HDPE
- Sky Blue/White
2-Color HDPE
- Cloud
Shade



Nation's Best

- Red
Roto Plastic 1
- Blue
Roto Plastic 2
- White
Uprights
- Blue
Metal Accents
- Blue
Decks
- Red
HDPE
- Red/White
2-Color HDPE
- Deep Sea
Shade



Play & Park's Warranty



play&park
structures®

A PLAYCORE Company

544 Chestnut Street
Chattanooga, TN 37402
Phone: 888-404-5737
Email: customerservice@playandpark.com

Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

Limited Lifetime Warranty* on:

- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

20 Year Limited Warranty on:

- Recycled Plastic Lumber

15 Year Limited Warranty on:

- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

10 Year Limited Warranty on:

- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

5 Year Warranty on:

- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

3 Year Warranty on:

- "C" Springs for spring bouncers

1 Year Warranty on:

- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the form of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Contractor Name

Bliss Products and Services, Inc.

Address

1631 S. Sweetwater Rd.

Town, State, Zip

Lithia Springs, GA 30122

Contact

Gregg Bliss, President

Person Phone

Number

800-248-2547

Email Address

info@blissproducts.com

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Bid form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Bid form, and has checked the same in detail before submitting said Bid; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Bid. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The Town will supply materials unless otherwise noted. The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid:

Name of Contractor Bliss products and services, inc.

Authorized Signature Gregg Bliss

Name and Title of Signatory Gregg Bliss, President

Date 12/16/25

Type of Organization (circle one): Corporation

Partnership

Proprietorship

SEAL:
(If corporation)

COMPANY BACKGROUND

Company Name Bliss Products and Services, Inc.
Main Office Location Lithia Springs, GA
Year Founded 1984
Project Manager Name Jessica McCleary
Project Manager Phone 800-248-2547
Project Manager Email jmcclary@blissproducts.com
Years of Experience 10+

Has the company ever operated under another name? If yes, what name?

NO

Do you have the equipment and staff available to start within 10 days of notice to proceed?

YES

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the Town of La Plata? If yes, when and what type of work.

NO

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project _____

Owner of Project _____

Address of Project _____

Contact _____

Phone Number _____

Email Address _____

Description of Work

see enclosed references.

Comments

Exhibit B
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759	CONTACT NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 E-MAIL ADDRESS: MStover@hdins.com FAX (A/C, No): 770-386-4081														
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Cincinnati Specialty Underwriters</td><td>13037</td></tr><tr><td>INSURER B: Sentinel Insurance Co, Ltd</td><td>11000</td></tr><tr><td>INSURER C: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER D: Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER E: Certain Underwriters at Lloyd's, London</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters	13037	INSURER B: Sentinel Insurance Co, Ltd	11000	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E: Certain Underwriters at Lloyd's, London		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 86463603**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract & XCU ☒ \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			CSU0024940	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UECKN3349	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$0			CSU0024939	1/17/2025	1/17/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			20WECAT3242	7/29/2025	7/29/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	IM-Installation			20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability			HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU0202058	1/17/2025	1/17/2026	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDERBliss Products & Services, Inc.
6831 S. Sweetwater Rd.
Lithia Springs GA 30122**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. L. Daniel

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER See corresponding Certificate Number: 86463603		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** ACORD 25 (03/16)

HOLDER: Bliss Products & Services, Inc.

ADDRESS: 6831 S. Sweetwater Rd. Lithia Springs GA 30122

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1.

GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 12/21.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSCX 207 10/20.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.



Agenda Item Summary

MEETING GROUP: Town Council
STAFF RESOURCE: Chuck Stevens, Town Manager
DEPARTMENT: Executive
TYPE: Town Council Action – Appointment
SUBJECT: Town Attorney Appointment

BACKGROUND:

The Town of La Plata currently operates under a six-month professional services agreement with Special Counsel, which commenced on August 1, 2025. This temporary arrangement was established to ensure continuity of legal services while the Town evaluates its long-term legal counsel needs.

In accordance with Town Charter § C9-2, the Mayor, with the approval of the Council, may appoint a Town Attorney who shall be a member of the bar of the Maryland Court of Appeals and shall serve as the legal adviser to the Town.

The Town conducted a process to identify qualified legal counsel to serve in this critical role. The evaluation considered firms' municipal law experience, availability to provide timely legal advice, knowledge of Maryland municipal law, and cost structure. Alexander & Cleaver, P.A., a well-established law firm located in Oxon Hill, Maryland, was selected based on their extensive experience in municipal law, familiarity with local government operations in Maryland, and their team-based approach to providing legal services.

Todd K. Pounds, a principal attorney with Alexander & Cleaver, P.A., has been identified to serve as Town Attorney. Mr. Pounds is in good standing in the State of Maryland and possesses significant experience in municipal legal matters. The firm's engagement letter, dated January 14, 2026, outlines the terms of representation, including hourly billing rates, scope of services, and professional standards that will govern the attorney-client relationship.

Under the proposed arrangement, Alexander & Cleaver will provide comprehensive municipal legal services, including advisory opinions, ordinance and resolution review, contract review and drafting, attendance at Town Council meetings as needed, litigation management, and general legal counsel to Town staff and elected officials. The firm utilizes



a team approach with a principal attorney serving as the primary contact while allowing for specialized expertise from other attorneys within the firm as circumstances require.

This appointment ensures essential legal services to Town operations, confirming that Council decisions, town actions, and policy initiatives receive proper legal review and guidance. Consistent access to qualified legal counsel supports informed decision-making, regulatory compliance, risk management, and protection of the Town's interests.

FISCAL IMPACT:

The Town Attorney position is budgeted annually within the Town's adopted budget. Legal services will be provided on an hourly basis at a rate of \$200.00 per hour for attorney time, and will be billed in quarter-hour increments. In addition to hourly fees for legal services, the Town will be responsible for reimbursement of out-of-pocket costs, including court filing fees, service of process fees, expert witness fees, deposition costs, mileage, copying, and other similar expenses incurred in providing legal representation.

Monthly itemized billing statements will detail the nature and scope of services provided, charges billed to the Town's account, and applicable billing rates. This billing structure provides transparency and allows for regular monitoring of legal services expenditures against budget allocations.

The hourly rate structure is consistent with market rates for municipal legal services in the region and provides flexibility to scale services based on Town needs. Ongoing fiscal impact will depend on the complexity and volume of legal matters requiring attention, but is anticipated to remain within historical expenditure levels for legal services. Any significant unanticipated legal matters requiring substantial resources will be brought to Council's attention through the normal budget amendment process.

The firm shall provide 90-day advance notice should it wish to terminate the attorney-client relationship.

STRATEGIC PLAN ALIGNMENT:

This initiative directly supports Strategic Plan Goal #1: Good Governance. Specifically, this appointment advances the following strategic objectives:

- Ensuring fair and transparent decision-making processes by following established procedures as outlined in the strategic plan's governance framework



- Serving as responsible stewards of community trust by providing Town Council and staff with access to qualified legal counsel to support sound decision-making
- Maintaining and enforcing existing plans and policies through proper legal review
- Supporting the continued development and review of ordinances to establish needed standards

Access to professional legal counsel is fundamental to effective municipal governance. The Town Attorney provides essential guidance on compliance with state and local law, proper procedures for Council action, interpretation of town ordinances and policies, and protection of the Town's legal interests. This appointment ensures the Town maintains the legal infrastructure necessary to pursue strategic plan goals across all five strategic priority areas while operating within appropriate legal frameworks.

SUSTAINABILITY CONSIDERATIONS:

This initiative supports social sustainability by ensuring the Town has access to legal counsel necessary to uphold fair, equitable, and lawful governance practices. Professional legal advice helps ensure Town policies and actions comply with applicable laws protecting individual rights, promoting transparency in government operations, and supporting equal access to municipal services and processes.

The appointment of qualified legal counsel contributes to the institutional sustainability of Town government by providing continuity in legal services, preserving institutional knowledge through proper documentation of legal opinions and advice, and establishing clear processes for legal review that will serve the Town for years to come.

ADA CONSIDERATIONS:

The appointment of Town Attorney does not directly implicate Americans with Disabilities Act considerations. However, the Town Attorney will be responsible for advising Town staff and Council on ADA compliance matters as they arise in connection with town programs, services, facilities, and employment practices. Having qualified legal counsel with knowledge of ADA requirements supports the Town's ongoing commitment to accessibility and compliance with federal disability rights law.



Item Number: 2026-0038

Date of Meeting: January 27, 2026

RECOMMENDED ACTION:

Adopt Resolution 26-09, upon nomination by the Mayor, to appoint Todd K. Pounds of Alexander & Cleaver, Professional Association, to serve as Town Attorney in accordance with Town Charter § C9-2 and the Town Code, subject to the terms and conditions outlined in the firm's engagement letter dated January 14, 2026, effective January 28, 2026.

ATTACHMENTS:

1. Engagement Letter from Alexander & Cleaver, P.A., dated January 14, 2026
2. Town Charter § C9-2

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

James A. Cleaver ^{MD DC}
Todd K. Pounds ^{MD DC}
Jason A. DeLoach ^{MD DC}

Maryland • District of Columbia •
Tele: (301) 292-3300 Fax: (301) 292-3264
www.alexander-cleaver.com
Toll Free: (800) 292-LAWS

6710 Oxon Hill Road, Suite 330
Oxon Hill, Maryland 20745

Admitted to Practice in State

January 14, 2026

Town of La Plata
305 Queen Anne Street
P.O. Box 2268
La Plata, MD. 20646

Re: Municipal Legal Services Retainer

Dear Client:

I am honored that the Town of La Plata has selected our firm to provide legal services. I look forward to working with you, the Council, and staff moving forward.

We have accepted employment based upon our law firm's courtesy hourly billing rates plus reimbursement for out-of-pocket costs. The agreed upon hourly rate is \$200.00 per hour. We will furnish you with monthly itemized billing statements that set forth in detail the nature and extent of services and charges billed to your account. This statement will also break down which attorney performed the work and the applicable billing rate. Our firm will bill quarter hour (.25) increments. These charges will include attorneys' time expended and various out-of-pocket costs including mailing, mileage, copying, fax, and other similar types of out-of-pocket costs. Alexander & Cleaver, P.A. will provide client with at least a 90-day notice if our firm terminates legal services.

Please remember, if there is ever a question or explanation needed for any of our invoices, I encourage you to contact me or Kevin Pounds, our Billing Specialist, and we will always attempt to satisfy any inquiries.

Please review this letter carefully. If you have any questions regarding the above, please do not hesitate to contact me. If you wish our law firm to represent you based on the information contained in this letter, please indicate your agreement by signing this letter.

Thank you for your cooperation, and I look forward to working with you.

Very truly yours,

ALEXANDER & CLEAVER, P.A.

By:



TODD K. POUNDS

SEEN AND AGREED:

TOWN OF LA PLATA

By: _____

Date _____

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of our engagement as your lawyers and supplements our engagement letter and/or confirmation of engagement email. Unless modified in writing by mutual agreement, these standard terms are an integral part of our engagement with you. Therefore, we ask that you review the standard terms in connection with the engagement letter and/or confirmatory engagement email carefully and contact us promptly if you have any questions.

THE SCOPE OF SERVICES

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. The scope of services is set forth in the engagement letter and/or confirmatory engagement email.

WHO WE REPRESENT

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and/or confirmatory engagement email and does not include any affiliates of such person or entity (i.e., if you are a corporation, a related entity or an officer, director or shareholder; i.e., if you are an individual, a spouse or child or company for which you may own or be employed). Accordingly, for conflict of interest purposes, we may represent another client with interest adverse to any such affiliate without obtaining your consent. It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

WHO WILL PROVIDE THE LEGAL SERVICES

Alexander & Cleaver ("Firm") utilizes a team approach designed to provide the highest quality legal services. Customarily, each client of the Firm is served by a principal attorney contact or lead attorney. You are free to request a change of principal or lead attorney at any time.

Subject to the supervisory role of the principal attorney or lead attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special experience in a given area or for the purpose of providing services on the most efficient and timely basis along with availability. Whenever practical, we will advise you of the names of those attorneys and legal assistants who will work on your matters.

HOW FEES ARE SET

In determining the amount to be charged for the legal services we provide to you, we will consider:

- The time and effort required, the novelty and complexity of the issues presented and the skill required to perform the legal services promptly;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client including substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf and other related matters. We record our time in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These rates are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors. Client specifically and intentionally instructs and gives his/her/its informed consent to consider said charges earned upon services being rendered.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, when requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

ADDITIONAL CHARGE OUT OF POCKET EXPENSES AND OFFICE EXPENSES

We will charge you not only for legal services rendered but also for other ancillary services provided and office and out-of-pocket expenses incurred in conducting our representation. Examples of office expenses include charges for long-distance telephone calls, mailing and packaging, express delivery, in-house messenger deliveries, computerized research services and the use of our facsimile and photocopy machines and binding equipment. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the service is difficult to establish. While we are constantly striving to maintain these charges at rates that reflect actual costs, in some instances, the amounts charged may exceed or be less than the actual costs to the Firm. Examples of out-of-pocket expenses include, but are not limited to, any fees (court, filing, service, expert witness, expert reports, expert testimony, administrative agency charges,

transcripts, deposition) and expenses (hotel, travel, mileage, tolls, parking) incurred in connection with the representation. We reserve the right to require you to pay us for that estimated payment in advance, and/or reserve the right to request that you make direct arrangements with the entity providing services with regard to your matter. In some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you or reimbursement to us.

RETAINER AND TRUST DEPOSITS

Clients of the Firm are commonly asked to deposit a retainer with the Firm. If you deposit a retainer with us, you grant us a security interest in that deposit. Typically, the retainer is equal to the fees and costs likely to be incurred in our startup phase of our representation of you. Unless otherwise agreed, the retainer must be replenished to the original level upon receipt of each statement. The deposit will be credited toward your unpaid invoices. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover upcoming anticipated expenses and fees, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainer deposits we receive from you will be placed in a trust account for your benefit. By court rule in each jurisdiction in which the Firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Any interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, papers and property which you have provided to us will be returned to you promptly upon receipt of payment for outstanding fees and costs including those incurred in preparing a copy of the your file for retention by the Firm. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to codes of professional responsibility for the jurisdictions in which we practice. These codes list several types of conduct/circumstances that require or allow us to withdraw from representing a client, including: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice or conflict of interest with another client. We try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we give the client written notice of withdrawal and if required obtain court approval.

BILLING TERMS OF PAYMENT

We will bill you on a regular basis, normally each month, for both fees and costs. You agree to make payment upon receipt of the statement. Unpaid fees and costs accrue interest at the maximum non-compounded rate permitted by state law (but not exceeding 1.5% per month) from the beginning of the month following the month they become overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no interest will be charged.)

If your account becomes delinquent, you fail to bring the account or the retainer deposit current and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorney's fees.

We reserve the right to recover any outstanding arrearages owed to this firm from any settlement in your legal matter. In that event, we will send you the balance of any settlement after we make the adjustments for our fees. Notwithstanding, we expect payment on all monthly bills to keep your account fully satisfied at all times without arrearages.

In the event that the retainer is exhausted, I hereby authorize the Firm to charge my credit card, account number, which is on file, by the 20th day each month so that my bill is paid each month and I do not have an unpaid bill accumulating from month to month. If I have a question or concern about any charge on my bill, I must notify the Firm by the 15th of each month after receipt of the bill. Failure to notify the Firm by that time constitutes my affirmative certification that the bill is accurate and my consent to charge my credit card for the amount owed in the bill. If for any reason this credit card reaches a maximum limit or for any other reason becomes unavailable, I will immediately provide another credit card authorization to the Firm.

CASE FILES

Minimum fees and costs are charged for file retrieval requested by you after the conclusion of a matter. You expressly agree that a case file may be destroyed by the Firm **three years** after the conclusion of the matter unless you specifically instruct us in writing to the contrary and we are able to agree to another method of disposition of your file.

FEES ARE NOT PREDICATED ON OUTCOME

Neither the law firm of Alexander & Cleaver, P.A. nor any of its attorneys or staff can guarantee any particular legal result. Therefore our fees cannot be predicated on the outcome of your matter or any portion thereof.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best

professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

EMAIL COMMUNICATIONS BY INDIVIDUAL CLIENTS

Several recent Court decisions have made it clear that if the Firm represents you as an individual, as opposed to representing your employer, your client email communications through an employer's site or on its server have no expectation of privacy and are therefore not privileged, and the emails can be legally obtained by the opposition. By retaining this Firm, if you are an individual client, you agree that you will not send or receive emails through your employer's account and that all email communications will be conducted through your own personal, password protected account. If you don't have a personal account, you agree to get one and check it frequently. Please understand that the lawyers of the Firm will not check to see if you are using your employer's email address, and if you send emails through your employer's system, and if the Firm responds to them, you are doing so at your own risk and the Firm will not be held responsible.

Excerpt from the Town of La Plata, Town Charter

- **§ C9-2. - Town Attorney.**

The Mayor, with the approval of the Council, may appoint a Town Attorney. The Town Attorney shall be a member of the bar of the Maryland Court of Appeals. The Town Attorney shall be the legal adviser of the town and shall perform such duties in this connection as may be required by the Council. His compensation shall be determined by the Council. The town shall have the power to employ such legal consultants as it deems necessary from time to time.

COUNCIL OF THE TOWN OF LA PLATA
Ordinance No. 26-01

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

AN ORDINANCE concerning

Town of La Plata Employee Handbook

FOR the purpose of rescinding the personnel rules and regulations of the Town of La Plata, as adopted August 2013, and adopting a new comprehensive Employee Handbook; and all matters generally relating thereto.

* * * * *

BY rescinding
Town of La Plata Personnel Policy Manual
August 27, 2013, as amended

WHEREAS, federal and state employment laws have undergone significant changes since the Town's comprehensive Personnel Policy was adopted in August 2013; and

WHEREAS, extensive revision of the Personnel Policy is required to ensure such a policy reflects current legal requirements and expanded employee rights, mitigates the potential for confusion and inconsistent application of policies contained therein, and aligns current organizational practices with the policies contained therein; and

WHEREAS, the Town desires to provide clear, consistent standards so employees understand the expectations of their roles and the policies that govern employment with the Town.

SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA that the Town of La Plata Personnel Policy Manual adopted by the Council of the Town of La Plata on August 27, 2013, be and it is hereby rescinded in its entirety; and

SECTION 2: BE IT FURTHER ENACTED that the Town of La Plata Employee Handbook attached hereto as Attachment 1 is hereby adopted in its entirety; and

SECTION 3: BE IT FURTHER ENACTED that this Ordinance shall become effective at the expiration of fifteen (15) calendar days after its approval by the Council.

ADOPTED AND APPROVED by the Council of the Town of La Plata this _____ day of _____, 2026.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date: _____



Town of La Plata

Employee Handbook

Acknowledgment of Receipt of the Town of La Plata Employee Handbook

I acknowledge that I have received a copy of the Town of La Plata Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the Town.

I also understand that I am an at-will employee of the Town and that the purpose of this Handbook is simply to inform me of the Town's policies and procedures and that it is not a contract of employment. I acknowledge that my employment is at-will and it is subject to termination by me or the Town, with or without cause, with or without notice, and at any time. Nothing in this Handbook provides any entitlement to me or any Town employee, nor is it intended to create contractual obligations of any kind. The at-will employment status of Town employees can be modified only in a written employment agreement signed by the employee and the Town Manager on the date the contract is signed.

I understand that the Town has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

Signature

Date _____

Full Name (please print)

Please sign and date this acknowledgment and return it to Human Resources.

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Welcome

The Town of La Plata serves as the county seat for the Charles County Government and was originally founded in the 1870s as the Pennsylvania Railroad was granted a right of way to build its tracks and station. The Town was incorporated on April 4, 1888. Since La Plata's inception, it has grown into a beautiful small town of 10,676 residents (2020 Census) with hundreds of small businesses that serve Southern Maryland.

Official Town Bird: Purple Martin

Official Town Tree: Sweetbay Magnolia

Core Values

Our foundational pillars are represented by the acronym **C.A.R.E.**

- **Community Engagement & Citizenship** - By serving as responsible stewards, we promote opportunities for our residents to see reward in giving back and help them become involved as good neighbors.
- **Accountability** - Through a foundation built on transparency, we are answerable to each other and our community.
- **Respect** - We earn respect by building trust through actions and conducting ourselves with integrity and professional decorum.
- **Equity** - By engaging with the community, listening to citizens, evaluating their concerns, and addressing needs, we model our commitment to one another.

Vision

The Town of La Plata is an inclusive model of local government for community safety, health, amenities, and financial stability that benefits all residents for generations to come.

Mission

In partnership with the community, La Plata provides a cost-effective system of government for public services. We implement industry best practices and innovative ideas to be known as a cultural hub that respects its strong heritage, encourages economic growth, facilitates a safe environment for a diverse community, enhances quality of life, and protects its natural resources.

Introduction

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices, and procedures currently in effect at the Town of La Plata (“Town”).

The Handbook is designed to introduce you to our Town, familiarize you with Town policies, provide general guidelines on work rules, benefits, and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Employee Handbook is not a contract of employment and does not create a contract of employment. The Town of La Plata generally does not offer individual employees formal employment contracts. This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period. The purpose of the Handbook is to provide you with a convenient explanation of present policies and practices in the Town.

This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be directed to the Personnel Officer (“Department of Human Resources” or “Human Resources”), which maintains the full version of all Town policies and standard operating procedures (SOPs), including those not specifically detailed in this handbook.

The Town recognizes that the Police Department (PD) operates under specialized requirements and professional standards unique to law enforcement. Accordingly, the Police Department operational policies, such as use of force, vehicle pursuits, arrest procedures, evidence handling, body-worn cameras, and incident reporting, are maintained separately by the PD and issued through the Chief of Police as General Orders. These policies are developed and updated in compliance with applicable federal, state, and local laws, as well as recognized law enforcement standards.

PD employees are also covered by Town-wide employment policies (e.g., equal employment opportunity, anti-harassment and retaliation, leave administration, compensation/benefits, and IT/security). The PD will coordinate with Human Resources to ensure that PD operational policies align with legal requirements and Town-wide policies.

In the event of a conflict between PD policy and Town policy on matters other than PD operational procedures, Town policy will govern.

The Town reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such notice is not required for the changes to take effect.

Part 1 – General Employment Policies and Practices

Equal Employment Opportunity

The Town is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, military status, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Town’s commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Part 2.

Your Employment Relationship with the Town

The Town of La Plata generally does not offer individual employees a formal employment contract with the Town. Employment is “at will,” meaning that you or the Town may end your employment at any time for any lawful reason.

Law Enforcement officers employed by the Town are also considered at-will employees, except as otherwise provided by law. However, law enforcement personnel are subject to additional procedural protections and disciplinary review processes under the Maryland Police Accountability Act of 2021 and the guidelines established by the Charles County Accountability and Charging Committee.

No manager or other representative of the Town, other than the Town Manager, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Town Manager or designee and the employee.

Code of Ethics

Employees are expected to uphold the highest standards of integrity, professionalism, and ethical behavior in all aspects of their work. This includes demonstrating honesty, accountability, and fairness while treating colleagues, customers, and stakeholders with dignity and respect. Ethical conduct extends to all professional interactions, decision-making, and compliance with organizational policies, industry regulations, and applicable laws.

Employees must exercise good judgment, avoid misrepresentation, and act in a manner that fosters trust and confidence in the organization. Any form of dishonesty, fraud, discrimination, harassment, or unethical behavior is strictly prohibited. Employees should report any suspected ethical violations or concerns to their supervisor, Human Resources, or another designated representative. Retaliation against employees who report ethical concerns in good faith will not be tolerated.

The organization expects all employees to take personal responsibility for maintaining a workplace culture that prioritizes ethical conduct and accountability. If an employee is unsure whether a particular action aligns with the organization's ethical standards, they should seek guidance before proceeding.

Conflict of Interest

A conflict of interest arises when an employee's personal, financial, or professional interests may interfere, or appear to interfere, with their ability to make unbiased decisions in the best interest of the organization. Employees must remain transparent about any actual or potential conflicts and take steps to avoid situations that could compromise their professional responsibilities.

Examples of potential conflicts of interest include, but are not limited to:

- Holding a financial interest in or having a close personal relationship with a vendor, contractor, or competitor that could influence business decisions.
- Accepting gifts, favors, or benefits from individuals or organizations that do business with or seek to do business with the Town.
- Engaging in outside employment, consulting, or business activities that could compete with or negatively impact the organization.
- Using Town resources, confidential information, or position for personal gain or to benefit family members, friends, or associates.

Employees must disclose any actual or potential conflicts of interest to their supervisor or Human Resources as soon as they become aware of them. Failure to disclose a conflict of interest may result in disciplinary action, up to and including termination. If an employee is unsure whether a situation constitutes a conflict of interest, they should seek guidance before taking any action.

The Town is committed to ensuring that all business dealings are conducted with integrity and transparency. Employees are expected to always act in the best interest of the organization and to address any conflicts that may arise in a proactive manner.

Employment Classifications

The following terms will be used to describe employment classifications and status:

Exempt Employees

Exempt employees are not subject to the overtime pay provisions of the federal Fair Labor Standards Act (FLSA). An exempt employee is one whose specific job duties and salary meet all of the requirements of the U.S. Department of Labor's regulations.

Non-Exempt Employees

Salaried employees who are not administrative, professional, or managerial employees (as defined by the U.S. Department of Labor), and many hourly employees, are generally not exempt from the FLSA's overtime provisions.

Full-Time Employees

Full-time employees are those who are regularly scheduled to work at least 40 hours per week and are not hired on a temporary basis.

Part-Time Employees

Part-time employees are those who are regularly scheduled to work fewer than 20 hours per week and are not hired on a temporary basis. Part-time employees are not eligible for Town-paid benefits, except as required by law.

Temporary and Seasonal Employees

Employees hired for an interim period are typically employed to fill in for vacations, leaves of absence, or projects of limited duration. Temporary and seasonal employees are not eligible for Town-paid benefits, except as required by law.

Orientation and Training

To help you become familiar with the Town and our internal culture, the Town will provide an orientation and training session within the first few days of your employment. Some of the session's content will largely depend on the nature of your responsibilities, while others will apply to all employees. Additionally, the Town may periodically offer supplementary training or educational programs. Some programs may be voluntary, while others will be required.

Immigration Law Applicable to All Employees

The Town complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are required to provide original documents verifying their right to work in the United States on their first day of work and to sign a verification form, as mandated by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the Town is required by law to terminate your employment.

Hours of Work

The workweek is generally from Monday through Friday, with hours varying by department. Hourly, non-exempt employees will be allowed a thirty-minute (30) lunch break.

The police department is responsible for ensuring coverage of the Town twenty-four (24) hours a day, seven (7) days a week, and therefore employees assigned to the police department, both sworn and unsworn, may be required to work outside the Town's core business hours.

Flex Time

The Town supports flexible scheduling when operational needs allow. Flex time permits employees to adjust their daily start and end times while still covering core business hours (generally 7:00 a.m.–5:00 p.m.) and ensuring public service coverage during Town Hall

hours (9:00 a.m.–4:00 p.m.). Flex time must be requested in advance and approved by both the supervisor and department director, taking into account workload, customer service needs, and coverage requirements. Participation does not guarantee a specific schedule and may be modified or withdrawn if needs change. Employees must accurately record time and comply with FLSA rules.

Telecommuting

Telecommuting may be offered when duties can be performed effectively away from Town facilities without impacting productivity, customer service, security, or records management. Telecommuters must maintain a safe and professional workspace, protect Town data/equipment, and be reachable and responsive, including for meetings.

Telecommuting is a privilege, approved at the department director level with review by the Town Manager, and may be changed or revoked at any time. Employees must track hours accurately and comply with FLSA.

Hybrid Work

Hybrid work (a mix of on-site and remote work) may be authorized where some duties are suited to remote performance while preserving in-person presence for collaboration and public service. Hybrid schedules are approved on a case-by-case basis by the supervisor and department director with Town Manager review. Hybrid employees must meet all telecommuting expectations on remote days, remain available during scheduled hours, and attend on-site meetings or events when required. Arrangements may be adjusted or revoked based on operations, performance, or service demands.

General Conditions

- Participation in flex time, telecommuting, or hybrid work does not change job duties, classification, pay, or benefits.
- Employees must follow all Town policies, including timekeeping, confidentiality, technology use, and record retention.
- The Town may modify or terminate any flexible/remote arrangement at its discretion to maintain coverage.
- Exceptions to these hours may be approved by the department director (and, when applicable, the Town Manager) to meet operational needs such as shift work, emergency response, or special events.

Overtime

No overtime may be worked without prior express approval from the employee's Department Director. This includes arriving early, working through unpaid meal periods, staying late, taking calls after hours, or checking emails or text messages off the clock.

Director Responsibility

Department Directors must minimize overtime by ensuring adequate staffing, effective scheduling, and efficient workload management. When responding to emergencies or after-hours callouts, Directors (or their designees) must ensure that only the required number of staff are deployed to safely and effectively resolve the issue.

Authorization

Overtime must be approved in advance for a specific purpose and duration; written approval (via email/text) is preferred. In rare, time-critical emergencies, verbal approval by the on-call supervisor/Director is required before work begins, with written confirmation documented immediately after.

Compensation

Non-exempt employees are paid one and one-half times (1.5x) their base rate for all hours worked over 40 in a workweek, consistent with the FLSA and Town policy. Exempt employees are not eligible for overtime pay.

Timekeeping & Compliance

All hours worked must be recorded accurately in the Town's timekeeping system. The Town will pay for all hours worked, including any unauthorized overtime, but working overtime without prior approval or failing to follow this policy may result in corrective action.

Law Enforcement

Law enforcement personnel are subject to Section 7K of the FLSA, which provides a special exemption from the standard overtime provisions. Overtime will be paid to a covered employee after they exceed their regular scheduled hours during a 14-day work period, coinciding with the published pay period for payroll.

Attendance and Punctuality

It is essential for you to report to work on time and to avoid unnecessary absences. The Town recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including termination. Excessive absenteeism or frequent tardiness places an unnecessary strain on your coworkers and can have a negative impact on the Town's success.

You are expected to report to work when scheduled. Whenever you know in advance that you will be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, please attempt to reach your immediate supervisor as soon as possible, but no later than two hours before your scheduled work time. If your immediate supervisor is unavailable, you must speak with a manager. If you

must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated for under the Town's leave policies described in Part 5.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to explain the reason for the delay. As with absences, you must make every effort to speak directly with the manager. Regular delays in reporting to work will result in disciplinary action up to and including termination.

No Call / No Show

Any employee who fails to report to their scheduled shift or notify their supervisor of absence for three (3) consecutive days will be considered to have voluntarily resigned.

Inclement Weather

The Town is open for business unless the Town Manager or designee advises otherwise. There may be times when the opening is delayed, and on rare occasions, it may be necessary to close. Use common sense and your best judgment when traveling to work in inclement weather.

Employees in essential positions, such as those in public safety or facilities roles, will still be required to report to work as directed.

In the event that the facilities are closed by the Town, employees will be paid for the day if they are scheduled for work. If the Town's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged as (1) compensatory time, (2) personal time, (3) vacation time, (4) police holiday (as applicable), or (5) unpaid time off, in that order.

When severe weather develops or is anticipated to develop during the day and the Town decides to close before 2:00 p.m., you will be compensated as if you have worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the Town closes, you will be required to use compensatory time or personal/vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

Non-exempt employees may not elect to work during hours when the Town is closed, such as arriving at their workstation prior to a delayed start or remaining after the facilities are closed, even if they believe it is safe to do so.

Use of Town Vehicles

Town vehicles are provided for official business and must be operated safely and responsibly at all times. Employees must obey all traffic laws, wear seat belts, and avoid distracted driving. Hands-free devices must be used when making or receiving calls while driving, as required by state law. If a position requires frequent phone calls or rapid response, the Town will provide an approved hands-free device. Employees who prefer to use their own hands-free device may do so, and the Town will offset the cost up to the amount it would have spent on a Town-issued device.

Vehicles must be kept clean and free of personal items. Smoking, vaping, or the use of tobacco products is prohibited in Town vehicles. Fueling, routine inspections, and reporting of mechanical issues should follow departmental procedures. Any accident, damage, or citation (including moving violations and parking tickets) must be reported promptly to the employee's supervisor. Town vehicles may not be used for personal errands or non-work activities unless specifically authorized in writing by the Town Manager or department director.

The Police Department will maintain its own general orders regarding the use of police vehicles. In the event of any conflict between those procedures and this handbook, Town policy will prevail.

Dress Code and Public Image

As a Town employee, you are expected to present a clean and professional appearance when representing the Town, whether you are in or outside the office. You are, therefore, required to dress in appropriate business attire and to behave in a professional, business-like manner.

The current Town dress code is business casual for administrative staff or uniform of the day. Please keep in mind, however, that the Town is a professional business office, where citizens and others often visit. Generally, clean, neat clothing is acceptable. Torn jeans or other torn clothing, graphic tee shirts, shirts with inappropriate language or images, and flip-flops or sandals are not considered appropriate attire. As always, please exercise good judgment in selecting your business attire.

The Town of La Plata celebrates diversity and individuality, including personal expression through tattoos, piercings, and natural hairstyles. We believe in creating a welcoming environment where employees can feel comfortable being themselves. As such, tattoos, piercings, and natural hairstyles are permitted in the workplace, provided they are kept neat and clean. We trust our employees to exercise sound judgment in their choices, recognizing that personal appearance should not compromise professional standards.

While we encourage self-expression, we also recognize the importance of maintaining a respectful and inclusive atmosphere. Offensive tattoos or piercings that could potentially

disrupt the work environment or offend colleagues or clients will be addressed on a case-by-case basis. Employees may be asked to cover or remove visible tattoos or piercings that are considered offensive while on duty.

Hygiene

Employees are expected to maintain personal cleanliness and grooming standards that are appropriate for a professional work environment and respectful of coworkers and the public. This includes regular bathing, use of clean clothing, and other practices that support a healthy and pleasant workplace. Supervisors may address concerns if hygiene creates disruption or negatively impacts others.

Fragrance

Light personal fragrances are allowed; however, heavy or excessive scents (e.g., strong perfumes/colognes, heavily scented lotions, body sprays, or plug-in/diffuser fragrances in shared areas) are not permitted when they create discomfort or health issues for others or disrupt the workplace. Employees should use scents sparingly and be responsive to requests to reduce or discontinue use. The Town may restrict fragrances in specific work areas or as part of an accommodation.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Town's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized, and clutter-free, with only the necessary items to perform your job. Those with individual offices may decorate as they choose, using good judgment to determine what is appropriate within a professional setting.

Personal Symbols, Messages, and Decorations

The Town maintains government/public areas as neutral spaces. Personal displays, such as flags (e.g., Pride, political, organizational), religious symbols, slogans, or cause-related imagery, are not permitted in lobbies, reception counters, public meeting rooms, service windows, shared corridors, or on building exteriors/flagpoles. Only official, Town-approved communications and displays may be posted in these locations. In shared work areas, personal items must be limited, professional, non-disruptive, and not public-facing or reasonably perceived as endorsed by the Town. Campaign materials for or against candidates, parties, or ballot questions are not permitted while on duty or in Town spaces.

Employees may discreetly express their identity or faith in personal workspaces not routinely accessed by the public by using modest-sized items that do not interfere with work, create disruption, or violate anti-harassment or other policies. The Town provides reasonable religious accommodation (e.g., small desk items, dress/garb, observances) unless they impose an undue hardship or pose a safety risk; contact the Department of

Human Resources to request accommodation. Department-wide or facility-wide thematic/awareness displays require approval by the Town Manager (or designee) to ensure neutrality, consistency, and safety.

Supervisors and HR may require removal, relocation, or resizing of items to maintain neutrality, professionalism, accessibility, and operational safety. Concerns should be reported to a supervisor or HR, and violations may result in corrective action under the Town's progressive discipline policy.

Office Equipment

Specific equipment is assigned to staff members depending on the job's particular needs, including a personal computer, printer, cell phone, and access to our central computers and servers. This equipment is the property of the Town and cannot be removed from the office without prior approval from the Town Manager. The Town expects you to treat this equipment with care and report any malfunctions immediately to staff members who are equipped to diagnose the problem and take corrective action.

Internet Access

Access to the Internet is primarily granted for work-related activities or approved educational/training purposes. Incidental and occasional personal use and study use are permitted. This privilege should not be abused and must not affect the employee's performance in employment-related activities.

Right to Monitor

The Town's email and Internet system is always the property of the Town. By accessing the Internet, Intranet, and electronic mail services through facilities provided by the Town, you acknowledge that the Town (by itself or through its Internet Service Provider) may, from time to time, monitor, log, and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the Town uses email filters to block spam and computer viruses. These filters may, from time to time, block legitimate email messages.

Responsibilities and Obligations

Employees may not access, download, or distribute illegal material, or material that others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark, and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without prior approval from qualified personnel within the Town.

Violation of this Policy

In all circumstances, the use of Internet access and email systems must be consistent with the law and Town policies. Violation of this policy is a serious offense and subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

Email

The email system is the property of the Town. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Town. You may make limited use of our email system for matters involving personal business, so long as such use is kept to a minimum and does not interfere with your work.

The Town email system is Town property, and as such, is subject to monitoring. System monitoring is conducted for your protection and the protection of the rights and property of the service provider. Please consider this when conducting personal business using Town hardware and software.

Electronic mail is like any other form of Town communication and may not be used for harassment or other unlawful purposes. Your email account is a Town-provided privilege and is Town property. Remember that when you send an email from the Town domain, you represent the Town whether your message is business-related or personal.

Employees may only use Town-approved email signature templates. Email signatures must remain professional and consistent with the Town's branding and communication standards and may not include personal comments, taglines, slogans, images, or quotes. Any changes to an email signature must be reviewed and approved in advance.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject to monitoring, and the release of specific information is governed by applicable laws and Town rules, policies, and procedures regarding confidentiality. Existing regulations, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Social Media

The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication. The same principles and guidelines outlined in the Town's rules, policies, and procedures apply to an employee's online social media activities.

Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects the Town's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal and/or state law.

Telephones

Access to the Town's telephone system is granted primarily for work-related activities or approved educational/training purposes. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance in employment-related activities. Telephone usage should be based on cost-effective practices that support the Town's mission and should comply with applicable rules and regulations.

You should use good judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cell phone cameras during work hours is prohibited to protect the privacy of the Town as well as that of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal and/or state law.

The Town telephone system is always the property of the Town. By accessing the Town's telephone system through facilities provided by the Town, you acknowledge that the Town reserves the right to monitor the system periodically to ensure that employees use it for its intended purposes.

The Town prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should such use become necessary in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Smoking, Vaping, and Other Tobacco-Related Products

Tobacco products are defined as any product made or derived from tobacco that is intended for human consumption. This includes but is not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, and any form of electronic cigarettes or vaping devices.

To provide a safe and comfortable working environment for all employees, smoking is strictly prohibited inside any Town building. The use of tobacco products, including cigarettes, cigars, pipes, vaping devices (e-cigarettes), and smokeless tobacco (chew), is

strictly prohibited within all company premises and vehicles. This policy applies to all employees, contractors, visitors, and customers of the Town.

We understand the challenges of quitting tobacco products. The Town will provide support and resources for employees who wish to quit. Employees are encouraged to contact the Department of Human Resources for information on smoking cessation programs and resources.

Drug-Free Workplace

The Town takes the problem of drug and alcohol abuse seriously and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees. It subjects all employees and visitors to our facilities to unacceptable safety risks, thereby undermining our ability to operate effectively and efficiently.

In accordance with Department of Labor regulations and the Federal Motor Carrier Safety Administration (FMCSA), the Town of La Plata implements random drug testing for all employees holding a Commercial Driver's License (CDL). This test is conducted to ensure compliance with federal regulations and promote road safety.

CDL drivers will be randomly selected for testing using a scientifically valid method that ensures each driver has an equal chance of being tested each time selections are made. The frequency of testing will follow DOT regulations, which currently require a certain percentage of CDL drivers to be tested annually. Testing will screen for substances as required by federal regulations, including but not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

Substance Use

The Town recognizes alcohol and drug abuse as potential health, safety, and security problems. The Town expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs (including cannabis), or other intoxicating substances. Compliance with this substance use policy is a condition of employment. Violations of the policy may result in discipline, up to and including termination.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution, or purchase of illicit drugs, cannabis, alcohol, or other intoxicants, as well as the misuse of prescription drugs on Town premises or at any time and any place during working hours. While the Town cannot control your behavior off the premises during your own time, the Town encourages you to always behave responsibly and appropriately. However, any off-duty activity, including drug or alcohol-related activity, that leads to your arrest or that causes embarrassment to the Town may be grounds for discipline, up to and including termination. All employees are required to report to their jobs in an appropriate mental and physical condition, ready to work.

Substance Use Disorder (SUD) is an illness that can be treated. Employees who have an alcohol or drug use problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or the Department of Human Resources for assistance in seeking help to address substance use, who can also help you determine coverage available under the Town's medical insurance plan. If you wish to remain anonymous while seeking treatment, you can contact the employee assistance program (EAP) directly. Contact details can be found in the Town's employee benefit book or by contacting the Department of Human Resources. Any employees requesting the EAP number will have their information kept confidential.

When work performance is impaired, admission to or participation in a treatment or other program does not preclude the Town from taking appropriate action. The Town will, however, assist and support employees who voluntarily seek help for drug or alcohol addiction before becoming subject to discipline or termination under this or other Town policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers, and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act (FMLA) or the Americans with Disabilities Act (ADA), the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including termination.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs, cannabis, or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor and/or the Department of Human Resources.

The Town recognizes that marijuana remains illegal under federal law and therefore is not recognized as a protected substance under the ADA; however, employees who are registered Maryland medical cannabis patients may request consideration under applicable Maryland law. The Town will evaluate requests on a case-by-case basis through an interactive review that considers the employee's position, essential functions, workplace safety obligations, and operational needs, and this policy does not permit use, possession, or impairment during work hours or on Town property.

Any individual violating this substance use policy will be subject to disciplinary action, up to and including termination.

Testing in General

Except as provided below, all drug and/or alcohol testing conducted pursuant to the terms of this handbook will be conducted at a licensed laboratory at the Town's expense. All testing will be conducted in accordance with federal and/or state law as applicable, and employees will be provided with copies of lab results upon request and all notices required by federal and/or state law.

Reasonable Suspicion

Reasonable suspicion urine and/or breath alcohol testing shall be made based on specific, articulable, and contemporaneous observations. Reasonable suspicion observations and reports can only be made by individuals, including trainers and supervisors, who are trained to detect the signs and symptoms of controlled substance and alcohol use and who may reasonably conclude that an employee may be adversely affected or impaired in their work performance due to the use of a controlled substance or alcohol. The observing supervisor or manager is required to complete the appropriate documentation within twenty-four (24) hours of the observed behavior or before the results of a controlled substance test are released, whichever is sooner.

Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing.

The Department of Human Resources maintains a Supervisor Checklist for supervisors to use when assessing an employee, as well as Reasonable Suspicion Test documents. If a supervisor or manager believes an employee is under the influence, they shall retrieve these forms from the Department of Human Resources. The Police Department includes staff who are trained to recognize and evaluate for reasonable suspicion that may be called to assist with assessing an employee.

Post-Accident Testing

Federal Highway Administration regulations require alcohol and controlled substance testing following an accident for any employee if the accident involved a fatality, or for any employee who receives a citation for a moving traffic violation. The Town may require testing for all employees whose performance may have contributed to the accident, as well as any employee who was, or employees who were, involved in an accident to which injury to a person requires transport to a medical treatment facility, or disabling damage to one or more vehicles requires towing from the accident site to occur.

Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident for breath alcohol testing (BAT) and thirty-two (32) hours for controlled substance testing. An employee involved in an accident shall refrain from alcohol consumption for

eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. The Town will document the reasons for not conducting the required tests promptly.

Any employee who leaves the scene of an accident without appropriate authorization prior to submission to post-accident controlled substance and alcohol testing shall be considered to have refused the tests. This does not require delaying medical attention or other necessary assistance in responding to the accident.

Employees required to undergo testing will be transported to the testing site by another member of staff.

Law enforcement personnel will follow the applicable General Orders when involved in an accident in a police vehicle. In cases where the Town policy conflicts with General Orders, the stricter policy will prevail.

Random Testing

Random testing shall be conducted on employees holding a commercial driver's license (CDL). Random testing shall be unannounced and conducted with unpredictable frequency throughout the year, using an established, scientifically based selection method as articulated in Federal Highway Administration regulations. Testing shall be conducted whenever and as ordered by appropriate supervisory personnel, but no less frequently than required by federal law and regulations, as well as any applicable state laws.

Return to Duty Testing

Return to duty urine drug and/or breath alcohol testing shall be required for an employee who has previously tested positive for any individual controlled substance, or general category of such chemicals, or who admitted to alcohol or substance use and received treatment for such use. The employee must test negative and be evaluated and released to return to work by a Substance Abuse Professional (SAP).

Follow-Up Testing

Follow-up testing of any employee who has been allowed to return to work will be required. The employee will be required to submit to frequent, unannounced, random urine and/or breath alcohol testing at least six (6) times in the following twelve (12) months after returning to work. Follow-up testing may be continued for a period of up to sixty (60) months from the employee's return to work date.

Confirmatory Testing

Any employee who questions the results of a required urine drug test under this policy may request that an additional test be conducted. The test must be performed on a split sample that was provided simultaneously with the original sample, and the test analysis may be conducted at a different, qualified laboratory than where the original test was

performed. If the results of the additional test contradict those of the earlier initial and confirmation tests, and no irregularities pertaining the additional test results are discerned upon review by a Medical Review Officer, the Town Manager or designee shall declare the original tests to be canceled and invalid and note in the employee's records that the original test results are to be considered neither positive nor negative. The employee shall pay all costs for employee-requested retesting unless the second test invalidates the original test. The employee's request for a retest must be made to the Medical Review Officer within seventy-two (72) hours of notice to the employee of the initial test results. Requests made after the seventy-two (72) hour limit will only be accepted if the delay was due to documentable facts that were beyond the employee's control.

Consequences of Testing Positive

Upon notification that an employee whose breath alcohol or confirmation urinalysis test results have returned positive, the Town Manager or designee will immediately order that the employee in question be removed from duty. The Town is not required to return employees who have tested positive or otherwise violated this policy to a safety-sensitive position or to otherwise retain them as employees. Moreover, an employee cannot return to safety-sensitive duties until they have been evaluated by a substance use professional, have complied with recommended rehabilitation, and have received negative results on a return-to-duty test. The Town will allow employees to take time off to meet these requirements as unpaid administrative leave. The employee may choose to use their accrued leave to receive income during this period.

Failure to Test

Any employee who:

1. Fails to report immediately to the test site, and/or
2. Fails to submit to the required testing, including all the necessary testing procedures, and/or
3. Fails to provide an adequate sample of urine for controlled substance testing or breath for alcohol testing without medical justification, and/or
4. Provides an altered sample of urine

are considered to have refused to test and will be treated as if they had tested positive for either alcohol or a controlled substance. Such individuals shall be subject to disciplinary action up to and including termination. An employee who states at the time of the test that they are physically unable to provide an adequate urine or breath sample shall be evaluated by a licensed physician selected by the Town.

Safety and Accident Rules

Safety is a joint venture in the Town. We strive to provide a clean, hazard-free, healthy, and safe environment to work in, and we make every effort to comply with all relevant federal, state, and local occupational health and safety laws, including the federal Occupational Safety and Health Act. As an employee, you have a duty to comply with the Town's safety

rules, and you are expected to take an active part in maintaining a hazard-free environment. You must observe all posted safety rules, adhere to all safety instructions provided by your supervisor, and use safety equipment where required. Your workspace should be kept neat, clean, and orderly. You are required to report any accidents or injuries – including any breaches of safety – and to promptly report any unsafe equipment, working conditions, processes, or procedures to a supervisor. In addition, if you become ill or get injured while at work, you must notify your manager as soon as reasonably possible. Failure to do so may result in a loss of benefits under the state workers' compensation law.

Failure to abide by the Town's safety and accident rules may result in disciplinary action, up to and including termination.

Workplace Violence Prevention

The Town is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, residents, vendors, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of their employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without their consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees while performing work-related duties will be thoroughly investigated, and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for creating an environment of mutual respect, as well as for clients and visitors, and for following all policies, procedures, and practices. They are also responsible for assisting in maintaining a safe and secure work environment.

Recruitment and Hiring

The Town's primary goal when recruiting new employees is to fill vacancies with individuals who possess the most suitable skills, abilities, and experience necessary to perform the required work. Decisions regarding the recruitment, selection, and placement of employees are made based on job-related criteria.

When positions become available, qualified current employees are encouraged to apply for the position. As openings occur, notices relating to general information about the position are posted. The Department of Human Resources will arrange interviews with employees who apply.

Nepotism

To promote fairness and avoid conflicts, the Town may limit the employment of family members within the same department or reporting chain. Family members should not be placed in positions where one can influence the other's employment decisions, pay, evaluations, or work assignments. Disclosures of family relationships are required so the Town can evaluate potential conflicts.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, brother/brother-in-law, sister/sister-in-law, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Personnel Records

The Town must maintain accurate personnel records at all times. You are responsible for updating your personal information in the Human Resources Information System (HRIS) of any change in name, home address, telephone number, immigration status, or any other pertinent information. By promptly updating the Town of such changes, you will avoid compromise of your benefits eligibility, the return of W-2 forms, or similar inconveniences.

All physical personnel records, medical files, and any other confidential employee information will be maintained by the Department of Human Resources. Employees may review their records at any time during their employment. Access to those records will be provided in accordance with State law.

Performance Reviews, Salary Reviews

You will have your first performance review between six (6) months and 12 months of employment with the Town, as determined by date of hire and Town-wide review schedules. Thereafter, performance reviews will generally be conducted annually. All performance reviews will be completed in writing by your supervisor or manager on the form designated by the Town and reviewed during a conference with you. Factors considered in your review include the quality of your job performance, your attendance, meeting the requirements of your job description, dependability, attitude, cooperation, compliance with Town employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are awarded by the Town at its discretion, taking into account various factors, including your performance review and approved budgets.

Positive performance reviews do not always result in an automatic salary increase. The employee's overall performance and salary level, relative to their position responsibilities, must be evaluated to determine whether a salary increase is warranted.

Any salary increase is contingent upon the Town Council's annual budget appropriation process.

Classification Plan

The Department of Human Resources shall maintain a position classification plan based on assigned work duties and responsibilities. The classification plan will provide standardization and proper classification of all positions within the Town's service.

Administration of the Classification Plan

The Department of Human Resources shall conduct position classification studies at such times as deemed reasonable or necessary, when new positions are established, or upon the request of a department director or affected employee. Reviews shall not be conducted more than once per year.

Promotions and Transfers

To match you with the job for which you are most suited and/or to meet the business and operational needs of the Town, you may be transferred from your current job. This may be either at your request or due to a Town decision.

Reasons for transfer may include, but are not limited to, fluctuations in department workloads or production flow, a desire for more efficient personnel utilization, increased career opportunities, personality conflicts, health issues, personal situations, or other business reasons.

Most job openings intended to be filled from within the Town will be posted on the Town's applicant tracking system and emailed to all employees via their Town email addresses. The Town, however, reserves the right to transfer or promote an employee without posting the position's availability. Temporary transfers may be made at the discretion of the Town Manager and Human Resources.

You are eligible to request a transfer and to be considered for promotions upon completion of six (6) months of satisfactory performance in your current position. Your eligibility is also dependent on having the necessary skills, education, experience, and other qualifications required for the position. However, a transfer may take place within the first six (6) months of employment if the Town's management believes it is in the Town's best interest to make an exception to this guideline.

Law enforcement promotions and transfers will be subject to the police department's General Orders. When a conflict exists between Town practices and the General Orders, Town policy will take precedence.

Temporary Assignment to a Higher Level

The Town recognizes the value of empowering employees to step into higher-level roles when necessary to ensure the smooth operation of our business. Temporary assignments to higher-level positions may be considered for anticipated long-term coverage exceeding four (4) weeks, provided that the individual must assume the higher-level position to fulfill role-specific authority, such as decision-making or financial responsibilities, when no other individual is available with equal or greater authority.

These assignments are carefully evaluated and approved on a case-by-case basis, ensuring they are used only when necessary for the continued success of the Town. We understand the importance of maintaining continuity and efficiency during extended absences or transitions, and we appreciate the flexibility and dedication of our employees who are willing to take on these temporary responsibilities.

Employees selected for a temporary assignment to a higher level must be approved by the department director and the Department of Human Resources prior to assuming the designation. Salary considerations must take effect no later than one pay period in which the higher position was assumed, as required for reporting to the state pension.

Progressive Disciplinary Process

At the Town of La Plata, we believe in fostering a supportive and respectful work environment where all employees can thrive. However, when behavior or performance does not meet our standards, the Town typically follows a progressive discipline policy to address issues in a constructive and fair manner. The progressive discipline process begins with verbal counseling, during which the employee receives feedback and guidance on areas that need improvement. If the issue persists, it may escalate to a written warning that documents the concerns and outlines expectations for improvement.

In cases of serious misconduct, the Town may, at its sole discretion, bypass the steps of progressive discipline and take immediate disciplinary action up to and including termination. Acts of serious misconduct include, but are not limited to:

- Serious breaches of Town policy or conduct that create a significant risk to the Town's reputation, safety, or operations
- Theft, fraud, or embezzlement
- Violence, harassment, bullying, or discrimination
- Serious insubordination, such as refusing a lawful and reasonable instruction
- Gross negligence or gross insubordination
- Serious breaches of health and safety rules
- Use of illegal drugs, including cannabis, or being intoxicated at work
- Unauthorized absence (e.g., "no call, no show")
- Falsifying or destroying Town documents or records
- Misuse or damage of Town property

Throughout this process, supervisors and managers will collaborate closely with the Department of Human Resources. Human Resources will provide guidance and support to ensure that disciplinary actions are conducted in accordance with Town policies and applicable laws. Human Resources will be involved in documenting verbal and written warnings and, if appropriate, in developing and monitoring Performance Improvement Plans (PIPs). Additionally, Human Resources will assist in reviewing the circumstances leading to the final warning and termination decisions to ensure compliance with Town policies and legal requirements.

Any recommendations for suspension shall be reviewed by the Town Manager, Director of Human Resources, and Town Attorney on a case-by-case basis prior to the completion of the action.

All disciplinary actions will be kept confidential. All copies of written warnings, PIPs, and any other related documentation will be stored in the employee's personnel record.

Discipline of Police Officers

The discipline of police officers shall be in accordance with the standards and requirements outlined in the Maryland Police Accountability Act and shall adhere to the statewide disciplinary matrix established by the Act. In the absence of specific guidance from the state, Town policies shall apply.

Separation of Employment

If you wish to resign from your employment with the Town, the Town requests that you notify your manager of your anticipated departure date at least two (2) weeks in advance when possible. This notice should be in the form of a written note or letter. The Town reserves the right to accept the resignation notice effective immediately.

No leave will be granted during the notice period, as this is intended to transition duties to other employees and complete outstanding tasks. If leave was previously approved, the Town may choose to end employment before the leave is taken.

You will be paid for accrued but unused vacation accruals as part of your final paycheck. The Town does not pay out accrual balances for Personal Time Off (PTO), sick leave, FLEX, or police holiday.

The employee will be required to return all keys, equipment, uniforms, and other property, and to tie up any loose ends, prior to their final day of employment. The Town requests that all employees participate in an exit interview with the Department of Human Resources prior to leaving the Town. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Town in good standing, you may be considered for reemployment in the future. However, in the case of rehiring, the Town may consider you a new employee for the purposes of vacation time, benefits, and seniority.

Reduction in Force / Lay Off

The Town Manager, in coordination with the Department of Human Resources, may terminate any employee due to lack of funds, major reorganization, curtailment of work, or other business-related reasons. No regular full-time employee shall be separated from any department while there are probationary, part-time, or temporary employees serving in that department. An appointed authority may, with the approval of the Town Manager, nominate an employee who is to be laid off to any existing vacancy in the same class or a lower class for which they are qualified. The layoff order shall be determined by the employee's past performance and attendance, as well as the continuing service requirements.

Termination For Cause

Employment may be terminated for cause when an employee engages in serious misconduct or fails to meet fundamental standards of conduct or performance. Cause includes, but is not limited to:

- Serious breaches of Town policy or conduct that create a significant risk to the Town's reputation, safety, or operations
- Theft, fraud, or embezzlement
- Violence, harassment, bullying, or discrimination
- Serious insubordination, such as refusing a lawful and reasonable instruction
- Gross negligence or gross insubordination
- Serious breaches of health and safety rules
- Use of illegal drugs, including cannabis, or being intoxicated at work
- Unauthorized absence (e.g., "no call, no show")
- Falsifying or destroying Town documents or records
- Misuse or damage of Town property.

Depending on the severity and circumstances, the Town may use progressive discipline or proceed directly to termination.

Before a termination decision is made, Human Resources will coordinate an impartial review, which may include fact-finding, an opportunity for the employee to respond, and consultation with the Department Director and Town Manager or their designee. Upon termination, access to Town systems will be revoked, and Town property must be returned. Final pay/benefit processing will be conducted in accordance with applicable federal and state law and plan documents. If an employee disagrees with a termination for cause, they may file a complaint under the Town's grievance policy.

Grievances

Purpose

The Town is committed to providing employees with a fair and timely process to raise concerns about workplace discipline. This policy sets out both informal and formal steps for resolving issues.

Coverage

This policy applies to all Town employees regardless of position or status. Nothing in this policy constitutes a contract or guarantees continued employment.

Informal Problem-Solving

Employees are encouraged to address workplace issues promptly by:

- Talking directly with their supervisor when a concern arises.
- Requesting a meeting with Human Resources if the issue cannot be resolved at the department level or if the concern involves their supervisor.

Early, informal communication often resolves misunderstandings and avoids formal disputes.

Grounds for Discipline

Discipline may be imposed for many reasons, including but not limited to:

- Unsatisfactory performance or failure to meet expectations
- Breach of confidentiality or misuse of Town property or funds
- Unauthorized absence or repeated tardiness
- Intentional, reckless, or negligent damage to Town property
- Failure to maintain required licenses or certifications
- Misrepresentation, falsification, or omission of job-related information, and/or
- Acts identified under Progressive Discipline.

This list is illustrative, not exhaustive. The Town may discipline for other misconduct or poor performance.

When a Formal Grievance May Be Filed

Employees may file a formal grievance when they disagree with:

- A suspension without pay of more than three (3) workdays or 24 work hours;
- A disciplinary demotion; or
- A termination of employment.

Routine coaching, written warnings, performance improvement plans, or day-to-day supervisory feedback are not subject to formal appeal.

Filing a Grievance

Written Notice – The employee must submit a written grievance to Human Resources within five (5) business days of receiving the disciplinary notice.

The grievance must state:

1. The action being challenged (e.g., suspension, demotion, termination),
2. Why the employee believes the action was wrong or unsupported,
3. Any policy or legal error believed to have occurred, and
4. Any key evidence or facts not considered when the original decision was made.

Late Filings – Human Resources may extend the deadline only for good cause (e.g., emergency, unforeseen circumstance). Otherwise, missing the deadline forfeits the right to appeal.

Status During Grievance Review

Employees who file a grievance may be placed on paid administrative leave if appropriate. Access to Town property or systems may be restricted during this time.

Human Resources Review & Determination

Human Resources will conduct an administrative review of the grievance and the underlying action. Human Resources may request additional information, review relevant records, and meet with the employee, the department, or other involved parties as needed.

This review is administrative in nature, and formal courtroom rules of evidence do not apply. The employee may be accompanied by an advocate or support person of the employee's choosing in the presentation of the grievance.

Human Resources will issue a written determination within ten (10) business days of receiving the grievance, unless the deadline is extended for good cause with notice to the employee.

Appeal to the Town Manager

If the employee is dissatisfied with the Human Resources determination, the employee may submit a written appeal to the Town Manager within five (5) business days of receiving Human Resources' decision.

The Town Manager (or a neutral designee who was not involved in the original action) will review the grievance, Human Resources' determination, and any supporting materials, and may hold a hearing at their discretion. If a hearing is held, both the employee and the Town may present documents and identify relevant witnesses. The employee may be accompanied by an advocate or support person of the employee's choosing in the

presentation of the appeal. The appeal will be scheduled promptly and completed in a reasonable timeframe, not to exceed twenty (20) business days.

Final Decision

The Town Manager may uphold, modify, or overturn the disciplinary action.

A written final decision will be issued within fifteen (15) business days after the hearing (or conclusion of the review if no hearing is held).

The Town Manager's decision is final and binding. No further appeals will be permitted.

Documentation

Human Resources will maintain a complete and accurate record of:

- Complaints, evidence, and witness statements,
- Findings and recommendations,
- All grievance and appeal documentation,
- Final decisions and any changes to disciplinary action.

These records will be kept in the employee's confidential personnel file in accordance with the Town's record retention policy.

Employee Cooperation

Employees must cooperate with the grievance process, including providing requested information and attending scheduled hearings.

- Failure to cooperate, provide documents, or appear, without an approved reason, will be treated as the employee accepting the disciplinary action.
- Extenuating circumstances (such as illness or emergency) will be considered if promptly communicated to HR.

Non-Retaliation

The Town prohibits retaliation against any employee who files a grievance or participates in an appeal.

Return of Town Property and Final Payment Upon Separation

All employees separating from the Town for any reason shall, prior to the last day of employment, return all Town-owned property and equipment issued to the employee and the employee's ID. Failure to do so will result, to the extent permitted by law, in the deduction of the value of the Town-owned property and equipment from the employee's final paycheck and the withholding of benefits otherwise due to the employee at the termination of employment.

All compensation and payment for other benefits due to an employee at the time of separation shall be provided in a single check, unless otherwise authorized by the Town

Manager. This check is subject to any deductions as outlined in the employee's handbook and approved by the employee.

Reemployment

If an employee leaves Town employment and is reemployed after a break of ninety (90) days or more, the employee's seniority and benefits will be treated as those of a new employee. If the employee is reemployed within ninety (90) days of separation, the employee may accrue vacation at the same accrual rate in effect at the time the employee left Town employment.

Retirement

Employees planning to retire must provide written notice to Human Resources in accordance with MSRPS requirements. A timely, compliant notice is necessary for the Town to process the required paperwork and help minimize the compensation gap between the employee's final pay and the start of retirement payments.

Part 2 – Anti-Discrimination & Harassment

Discrimination Is Prohibited

The Town is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, genetic information, hair texture or style, military status, or any other status protected under applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation, and training. We strive to comply with all applicable federal, state, and local laws regarding discrimination. The Town will not tolerate interference with the ability of any of the Town's employees to perform their job duties.

The Town makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and skills of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform to management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager, or Human Resources. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith or participates in an investigation or litigation, even if the investigation or any subsequent litigation results in insufficient evidence to support the complaint.

Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. It is also any change in work environment that will allow an individual to practice their religion.

Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter the Town's right to hire the best-qualified applicant. Still, it does prohibit discrimination against a qualified applicant or employee because of their disability or a perceived disability. As a matter of Town policy, the Town prohibits discrimination of any kind against individuals with disabilities.

Disability Defined

An applicant or employee is considered disabled if they (1) have a physical or mental impairment that substantially limits one or more major life activities; (2) have a record or history of such an impairment; or (3) are regarded or perceived (correctly or incorrectly) as having such an impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

Disability Accommodation

Qualified applicants or employees with disabilities should request reasonable accommodation from the Town to enable them to perform the essential duties of a particular job. If you are disabled and require a reasonable accommodation, contact Human Resources. Upon receipt of your request, we will meet with you to discuss your disability. We may ask for information from your healthcare provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated. If it can be accommodated, we will explore alternatives with you and endeavor to implement mutually agreeable accommodation.

Reasonable accommodation may take many forms and vary from one employee to another. Please note that, according to the ADA, the Town is not required to provide the exact accommodation you request. If more than one accommodation is feasible, the Town may choose which one to provide. Furthermore, the Town does not have to provide accommodation if doing so would cause undue hardship for the Town.

Service Animals

In accordance with the Americans with Disabilities Act (ADA), the Town permits the use of service animals by employees and visitors with disabilities. A service animal is a dog (or, in limited cases, a miniature horse) that is individually trained to perform specific tasks or work directly related to a person's disability. Examples of tasks include guiding individuals who are blind or have low vision, alerting individuals who experience hearing deficiencies, pulling a wheelchair, retrieving items, or providing assistance during a seizure.

Employees who require the use of a service animal as workplace accommodation should notify Human Resources to ensure that any necessary arrangements can be made and that the animal can be safely integrated into the work environment. The Town may request limited, ADA-compliant information to confirm that the animal meets the definition of a service animal. Service animals must always be under the handler's control, housebroken, and not pose a direct threat to the health or safety of others.

Emotional Support Animals

Emotional support, comfort, or therapy animals are not recognized as service animals under the ADA and, therefore, are not permitted in the workplace as a reasonable accommodation. These animals do not require training to perform specific tasks related to a disability and are not granted the same public access rights as service animals.

Employees seeking support related to mental health or emotional needs should discuss other reasonable accommodation with Human Resources.

Religious Accommodation

A religious accommodation is any adjustment to the work environment that will allow an employee or applicant to practice their religion. An employee is eligible for a religious accommodation if their sincerely held religious beliefs, practices or observances conflict with their work requirements, unless the accommodation would create an undue hardship. Religious accommodations might include an exemption from a dress code that would otherwise prohibit an employee from wearing a religious head covering; or, from a work schedule that would otherwise interfere with an employee's ability to attend religious services.

Employees should request a reasonable accommodation from the Town to allow them to practice their religion. If you have sincerely held religious beliefs and require a reasonable accommodation, contact Human Resources. Upon receipt of your request, we will meet with you to discuss the request and you may be required to provide additional information to support your request.

Pregnancy Accommodation

As required by the federal Pregnant Workers Fairness Act (PWFA), the Town will provide reasonable accommodation to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation causes undue hardship to Town operations.

An employee or applicant may request accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to the Department of Human Resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed, and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a healthcare provider substantiating the need for the accommodation.

Upon receipt of an accommodation request, Human Resources will contact the employee or applicant to discuss the request and determine if accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the Town will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Workplace Harassment

The Town is committed to providing a work environment that fosters equality, respect, and dignity for all employees. In keeping with this commitment, the Town has adopted a policy of “zero tolerance” regarding employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, hair texture or style, or military status. The Town prohibits harassment based upon all of these protected characteristics, as well as any additional characteristics protected by federal, state, or local law. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, residents, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for immediate termination. The Town will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly, and impartially investigated and resolved appropriately. The Town will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state, and local laws and applies equally to people of all sexes, genders, gender identities, sexual orientations, and gender expressions. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee’s work performance or creates an intimidating, hostile, or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, videos, graffiti, or cartoons; and repeated requests for dates. Town policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine

and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.)

The Town requires the reporting of all perceived incidents of sexual harassment, regardless of the identity of the offender. This mandate covers all employees who are victims of harassment or who witness such harassment. Every employee is encouraged to raise any questions or concerns with their immediate supervisor, designated manager, or Human Resources.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for applying and communicating this policy within their respective work areas. Managers should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Department of Human Resources is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees are required to report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, resident, contractor, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Department of Human Resources. The Town takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly, and impartially investigated by the Town.

The Town prohibits retaliation against any employee who files or pursues a claim of harassment, as well as any employee who supports an individual who has made a complaint by participating in an investigation or testifying at trial. To the extent possible, all complaints and related information will remain confidential, except for those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to fully cooperate with any ongoing investigation into a harassment incident. Failure or refusal to cooperate in an investigation may result in discipline, up to and including termination. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of the people involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, as well as with individuals who may have observed the alleged conduct or possess relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Town will promptly take action to eliminate the offending conduct and take such steps as are appropriate under the circumstances. Such action may range from counseling to termination of employment. It may include such other forms of disciplinary action (such as, for example, suspension), as the Town deems appropriate under the circumstances and in accordance with applicable law.

Whistleblower Protection

The Town encourages employees, volunteers, interns, and contractors to report in good faith any suspected violations of law, fraud, waste, abuse of authority, gross mismanagement, serious safety hazards, or substantial risks to public health or the environment. Concerns may be raised to a supervisor, any member of management, Human Resources, or the Town Manager. If the concern involves someone in your reporting chain or you are uncomfortable reporting through it, you may report directly to Human Resources or the Town Manager.

All reports will be reviewed promptly and impartially, with confidentiality maintained to the extent practicable and permitted by law. Information will be shared only with those who need to know, and individuals are expected to cooperate truthfully and accurately. The Town strictly prohibits retaliation against anyone who raises concern, seeks advice, participates in an investigation, or refuses to engage in unlawful conduct. Substantiated retaliation will result in corrective action, up to and including termination.

Reports should be made honestly and with a reasonable belief in their accuracy; knowingly false or malicious allegations may result in corrective action. Human Resources (or an assigned investigator) will document reports, the steps taken, and outcomes, and will retain records consistent with the Town’s records retention schedule and legal requirements. This policy supplements other reporting avenues, including EEO/anti-harassment, safety, ethics, and grievance procedures, and HR will coordinate the response when multiple policies apply.

Part 3 – Compensation

Compensation Plan

The Town Council shall establish a compensation plan for the Town's employees. The Department of Human Resources shall be responsible for the ongoing maintenance and accuracy of the plan.

The compensation plan includes a schedule of salary ranges, rates of pay, and the minimum and maximum salaries for each pay grade. Positions shall align within these pay grades based on pre-established criteria. Employees' salary or hourly rate may not exceed the maximum amount established for their assigned pay grade.

Amendment of the Compensation Plan

The Department of Human Resources may conduct comparative salary studies as deemed necessary or at the request of the Town Council or the Town Manager. Repositioning of positions shall be aligned with internal equity and external competitiveness of the overall compensation program. The Department of Human Resources will maintain related documentation of such changes as required.

Total Remuneration

Any salary rate established for an employee shall be the total remuneration for the employee, not including reimbursement for official travel or other authorized allowances. Except when otherwise provided in this handbook, no employee shall receive pay from the Town in addition to the salary authorized under the schedule provided in the pay plan for services rendered, either in the discharge of ordinary duties or any additional duties that may be imposed or which the employee may undertake or volunteer to perform.

In any case in which part of the compensation for services in a Town position, exclusive of overtime services, is paid by another department, division, or an outside agency such as the county, state, or federal government, or from a difference fund or account, any payments shall be deducted from the compensation of the employee concerned, to the end that the total compensation paid to any employee from all sources combined for any period, shall not exceed the amount payable at the rate prescribed for the class of position to which the employee is certified and assigned.

Dual Employment Prohibited

No employee shall be eligible for employment in any additional position in the Town without prior approval of the Town Manager. No employee shall continue in such position after becoming a candidate for nomination or election to any public office.

No elected or appointed official of the Town shall be eligible for employment with the Town in any other capacity, unless addressed within the Town Charter.

Secondary Employment

Secondary employment may be pursued by employees with prior approval from the Town Manager. Employees seeking secondary employment must submit a request to the Department of Human Resources outlining the nature of the proposed engagement, its anticipated time commitment, and any potential areas of overlap or conflict with their duties within the Town.

Approval of secondary employment will be granted based on a thorough review conducted by the Department of Human Resources and Town Manager to assess whether the proposed engagement aligns with the employees' obligations to the Town and does not compromise the integrity of their role or create conflicts of interest. Employees are expected to uphold the highest standards of professionalism and integrity in all aspects of their secondary employment, avoiding any activities that could undermine the public trust or detract from their effectiveness in serving the community through their Town employment.

If secondary employment is approved, the Town remains the primary employer, and obligations to the Town take precedence over any secondary engagement. Employees are expected to prioritize their responsibilities and commitments to the Town, ensuring that their secondary employment does not interfere with their ability to fulfill their duties effectively and efficiently. Should conflicts arise between primary and secondary employment responsibilities, employees must promptly address and resolve such conflicts in favor of their obligations to the Town.

The Police Department shall follow additional requirements outlined in the General Orders relating to law enforcement, security-related employment, or other employment that may conflict with obligations of sworn officers.

Payroll Practices

Employees are paid biweekly. When a payroll date falls on a holiday, employees will, when possible, be paid on the last business day before the holiday. Otherwise, employees will be paid on the first business day following the scheduled payroll date.

Salary Deductions and Withholding

The Town will withhold the following from your paycheck:

Taxes

Federal, state, and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members, or to other contributory benefit programs.

Other Deductions

Other deductions that you authorize, including short-term disability, health savings accounts, 457 contributions, or any other ancillary benefits.

The Town will also process all court-ordered deductions, including child support and garnishments.

Direct Deposit

You may have your paycheck deposited directly into your bank account. You are responsible for ensuring your banking information is up to date in the Town's HRIS.

Pay Rate Changes

The following personnel actions may affect the pay status of an employee:

Transfer

When an employee is transferred between departments or between classes with the same pay grade, the rate of pay of the employee will remain unchanged unless the current rate is below the minimum pay rate established for the class to which the employee is transferring, in which case the employee's salary shall be raised to the minimum pay rate for the class of position to which the employee is assigned.

Promotion

When an employee is promoted from a position in one class to a position in a higher class, the salary rate shall be increased to the new minimum, but no less than 7.5% above their current pay.

Employer-Initiated Demotion

When an employee is involuntarily demoted from a position in one class to a position in a class with a lower salary rate, the rate of pay shall be reduced to within the pay range established for the class to which the employee is demoted. The employee shall not be eligible for a promotion or a merit increase for one (1) year from the date of demotion.

Employee-Initiated Demotion

When an employee voluntarily steps down into a position in a lower classification and pay range, the rate of pay shall be reduced to place it within the pay range assigned to the lower class. The employee shall not be eligible for a promotion or a merit salary increase for six (6) months from the date of demotion.

Employees may request a voluntary demotion only to an existing, budget-approved, vacant position. The Town is not required to create a position or displace another employee to accommodate such a request. The Town reserves the right to deny any request for a voluntary demotion.

Reclassification

Reclassification refers to the act of changing the classification or designation of a position or job within an organization. This change typically involves altering the job title, job description, salary grade, or level of responsibility associated with the position.

Reclassification can occur for various reasons, such as changes in job duties, organizational restructuring, performance evaluations, or adjustments to comply with evolving regulations or industry standards.

Employees may be reclassified to better reflect their current responsibilities, skills, and contributions to the organization. Reclassification can also occur as part of career advancement or as a result of internal promotions.

When a position is reclassified to a class with a lower salary rate than the employee's current position, and the action is for the benefit of the Town, and it is not a demotion, the employee shall retain the same rate of pay in the new position as they had in the previous position. If the employee's rate of pay is above the maximum of the new pay grade, their pay will not be increased further until the pay grade maximum exceeds their current rate.

When a position is reclassified to a pay grade with a higher salary rate than the employee's current position, the employee's salary shall be increased to at least the minimum of the new pay range. If the employee is already within the salary range of the higher pay grade, no change in compensation will occur.

Pay Adjustment

A change to individual pay may be warranted by the recognition that, although the position classification is correct and no substantial changes in duties or responsibilities have recently occurred, an anomaly exists that requires modification of the incumbent's pay to be consistent with Town policies and practices. An adjustment is not a promotion, a demotion, or a merit increase. It is a one-time amendment to re-establish internal equity.

Call Back Time

Non-exempt employees who have left their normal workplace and who are called back to work shall be credited for actual time worked regardless of the number of individual calls or a minimum of three (3) hours, whichever is greater. All callback time shall be counted as hours worked, including the minimum guaranteed time. Employees shall accumulate time from the time they begin performing services for the Town until they complete the services or are relieved from duty. The clock starts when the call is made to the employee.

Employees who are required to appear in court in conjunction with their duties for the Town shall be treated as called-back employees if the court appearance does not fall within their work schedule.

Stand-By / On-Call Status

Supervisors who have determined a need within their areas of responsibility for regularly scheduled stand-by or on-call status shall prepare a duty roster to provide, whenever possible, one (1) month's notice to those employees who are providing the service. The term of service shall typically be one (1) week in length.

Employees assigned to the Police Department should be aware that law enforcement operations may require different standby or on-call scheduling practices based on operational needs, emergency response requirements, or departmental procedures.

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Part 4 – Benefits

General

This section outlines the benefits offered by the Town and provides information on your eligibility for these benefits. Details regarding each benefit plan are contained in the Town's Benefit Guide. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal summary plan descriptions or other legal documents, which are available for your review in the Department of Human Resources.

Full-time employees are eligible to participate in the various insurance programs offered by the Town on their first day of the month following their date of hire. Annually, an Open Enrollment period will be held (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

Medical Insurance

The Town offers medical insurance to all full-time employees. Employees may choose from several plans. Details of the plans may be found in the benefit guide. The Town offers medical, dental, and vision coverage for eligible employees and their eligible dependents. These programs are administered by a primary medical insurance carrier or health maintenance organization (HMO). Your contribution for coverage will be deducted from your salary based on benefit selections. The Summary Plan Description (SPD) contains more details about these plans. For more details, please refer to the specific SPD that governs each plan. In the event of any conflict between the information contained in this Handbook and in the Town's SPDs, the SPDs shall govern. These plans are subject to change at the Town's discretion. Additionally, the amount that you may be required to contribute towards the premiums for any of these plans may be changed at the Town's discretion.

Retiree Medical Insurance

Employees who retire from the Town may be eligible to remain on the Town's medical insurance plan, at the employee's expense. Eligible retirees must have been covered under the Town's medical insurance for a minimum of two (2) years prior to retirement. Retirees may remain on the plan until they are eligible for Medicare.

Employee Contributions

The Town's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Town. Your contributory cost is deducted from your paycheck.

Open Enrollment

At the time you are hired, you are allowed to elect certain benefits. If you waive participation in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment.

The Open Enrollment period allows employees to add to or change their benefits coverage. Applications for medical, dental, vision, and voluntary life insurance may be submitted during this period. Changes, additions, and other elections made during Open Enrollment will take effect at the start of the fiscal year. Once you have made a change, you generally cannot change that selection until the next Open Enrollment period, except in cases of certain life events (see Special Enrollment).

Special Enrollment

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and certain life events, such as marriage, divorce, death, and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of losing coverage or experiencing a life event that triggers special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description or contact the Department of Human Resources.

Continuation of Health Coverage

Federal law generally requires employers with 20 or more employees to offer employees, their spouses, and dependent children the right to continue group health benefits for a limited time when coverage would otherwise end because of certain life events. These events can include voluntary or involuntary job loss (for reasons other than gross misconduct), reduction in hours, death of the employee, divorce or legal separation, or a dependent child losing eligibility under the plan.

If you lose your group health coverage due to one of these qualifying events, you may have the option to continue your coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Coverage can typically continue for up to 18 months after employment ends or hours are reduced. In some situations (such as disability or certain family events), coverage may be extended for up to 36 months.

You will receive a written notice describing your rights and the steps to elect COBRA continuation coverage if you become eligible. You are responsible for paying the full premium for COBRA coverage, which may include an administrative fee as permitted by law.

Dental Insurance

The Town offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan's benefits and limitations.

Vision Insurance

The Town offers a vision plan for eligible employees. Please refer to the Vision Summary Plan Description for an explanation of the plan's benefits and limitations.

Long-Term Disability Plan (LTD)

Long-term disability coverage is a benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period. LTD is employee-specific. Please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

Retirement Plans

The Town offers two retirement programs to help employees build long-term financial security: a defined benefit (DB) pension through the Maryland State Retirement and Pension System (MSRPS) and a defined contribution (DC) plan. Benefits are administered in accordance with applicable laws, plan documents, and annual budget decisions; in the event of any conflict, the official plan documents prevail.

Defined Benefit (MSRPS) – Pension

Participation is required for eligible positions as determined by MSRPS rules. Employee contributions, service credit, vesting, disability/death benefits, and retirement eligibility are set by MSRPS. Enrollment occurs at the time of hire (or when an employee becomes eligible). On separation, options (e.g., refund or deferred vested benefit) follow MSRPS rules. Employees must keep beneficiary designations current; the Department of Human Resources provides enrollment instructions and the latest MSRPS resources.

Defined Contribution – 457(b) Plan

Eligible employees may contribute on a pre-tax and/or Roth (post-tax) basis up to IRS limits and may change deferrals during the year. Roll-ins from other eligible plans may be permitted. Withdrawals, loans, distributions at separation/retirement, required minimum distributions, and fees are subject to plan and IRS rules. The Town may provide an employer contribution or match, as outlined in the annual budget. The vendor, plan features, and any Town contribution will be communicated annually. The Town reserves the right to modify or discontinue the plan, subject to legal requirements.

Life Insurance

Full-time employees are eligible for and are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The Town pays the premium for this program. The face value of this benefit is

equal to one time the employee's annual salary, with a maximum benefit of \$100,000. For details, please refer to the plan SPD.

Voluntary Life Insurance

Full-time employees are eligible to purchase supplemental life insurance for themselves at group rates. This insurance is a voluntary benefit and is employee-specific. Enrollees should refer to the plan SPD for eligibility requirements, plan limitations, and additional information.

Workers' Compensation

To provide for payment of your medical expenses and partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Town, and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends on the nature of your injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your manager and the Department of Human Resources. This ensures that the Town can assist you in obtaining the appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Department of Human Resources.

Employee Assistance Program (EAP)

The Town provides a confidential, no-cost Employee Assistance Program (EAP) for employees and their immediate household members. Services include short-term counseling, crisis support, legal/financial consultations, referrals to community resources, and online tools, available 24/7. EAP records are confidential and are not shared with the Town except as required by law or with the employee's written consent.

Employees may self-refer at any time; supervisors may recommend EAP when performance, attendance, or conduct concerns arise, and such recommendations are not disciplinary. The EAP does not replace medical care or emergency services. The Department of Human Resources will maintain and publish current EAP contact information, eligibility details, and any session or service limits, and will notify staff of vendor or scope changes when practicable. EAP contact information may also be found in the current Benefits Guide available on the Town's website.

Take-Home Vehicle

The Town may authorize an employee to take a Town vehicle home when doing so benefits operations, such as when the position requires frequent after-hours response or emergency availability. Take-home vehicles are approved on a case-by-case basis by the Town Manager or their designee.

Employees with take-home vehicles must comply with all rules for general Town vehicle use and may be required to maintain a secure parking location. Use of a take-home vehicle is considered a taxable benefit. It will be reported in accordance with IRS regulations, except where specifically excluded (e.g., police vehicles that meet the law enforcement exclusion).

Authorization for a take-home vehicle may be withdrawn at any time based on operational needs, policy violations, or budgetary considerations.

Additional guidance for police vehicles can be located in the department's General Orders.

Travel

Details of the Town's Travel and Expense Policy are an independent policy and are available from the Department of Human Resources.

Tuition Reimbursement

The Town encourages its employees to further their training and education in their profession, thereby enhancing their performance in their duties as Town employees. The Town encourages employees to pursue coursework in general government administration or a degree in public administration.

The Town may reimburse tuition costs to employees who pursue training or education at their own initiative, outside of working hours, at an accredited institution. The funding for this plan is subject to the annual appropriation process. Reimbursement will not exceed the limits on taxable income set by the IRS, based on a calendar year.

Funds for proposed programs may be approved for part or all of the following education expenditures: tuition, course-required resource materials, and technology fees. No Town funding will be provided for tuition costs covered by federal, state, or other financial sources. All employees requesting financial aid under the tuition reimbursement program must complete a required form and have it approved by the Department of Human Resources prior to attending the course. Failure to obtain prior approval will prevent any reimbursement from occurring.

Any employee receiving financial assistance through this program who fails to work for the Town for at least six (6) months following completion of any course shall reimburse the Town for the full amount of assistance received for the twelve (12) months prior to termination of employment. To the extent permitted by law, any reimbursement due to the Town shall be deducted from the employee's final paycheck.

Reimbursement under this program shall be at the 100% level for a grade of "A" or "B", or successful completion of a pass/fail course and the 85% level for a grade of "C," provided the course or training is directly related to the employee's municipal service, and at a rate

of 50% for all other courses. No reimbursement will be provided for grades below a "C" level. The Town Manager's determination as to whether a course is related to an employee's municipal service shall be final and binding.

Prior to reimbursement being paid, the employee shall provide a verified official transcript indicating that a grade of "C" or better was obtained for the course and the receipt showing the course(s) and other eligible fees were paid by the employee. If a course is not graded, a certificate or proof of satisfactory completion shall be submitted. Supporting documentation must be submitted to the Department of Human Resources within thirty (30) days of course completion.

Gym Reimbursement

The Town of La Plata supports employee wellness by offering a gym membership reimbursement for approved fitness facilities. Eligible full-time employees can receive up to \$20 per month for a basic membership at participating gyms with which the Town has a corporate agreement. This reimbursement is a taxable benefit and is subject to applicable IRS regulations.

To qualify, employees must:

1. Provide a usage report showing at least four (4) visits per month or 12 visits per quarter.
2. Submit a paid receipt for the requested quarter.
3. Submit reimbursement requests by the 15th of the following month (e.g., Q2 membership requests due by July 15th).

Reimbursements will be processed in the next available payroll and are subject to annual budget approval. Employees are responsible for costs beyond basic membership, including premium plans, specialty classes, or additional services. This benefit applies only to designated gyms and does not cover home fitness equipment, virtual workout platforms, or memberships for non-employees.

Part 5 – Holidays, Vacation, and Other Leave

Religious Observance

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not mandate the provision of paid leave.

The Town respects your religious beliefs and will accommodate additional time off for religious reasons on a case-by-case basis. Employees who require additional time off may use vacation and/or personal days. This leave must be requested through the department manager two (2) weeks prior to the event.

Holiday Pay

Employees are entitled to the following paid holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve – only if it falls on a Monday, Tuesday, Wednesday, or Thursday
- Christmas Day

If a holiday falls on a Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed.

All full-time employees shall receive credit for eight (8) hours worked. Any actual hours worked on a holiday will be counted in addition to the eight (8) hours granted and will be treated as overtime, regardless of whether any other leave was taken during the week.

All part-time employees shall receive credit for hours equivalent to their normal schedule. For example, an employee scheduled for four (4) hours on the day the holiday falls, they would receive four (4) holiday hours.

Police personnel will be credited with holiday hours every quarter. At the beginning of each quarter, police personnel will receive one quarter (1/4) of the approved holidays for the calendar year. These hours must be used in the calendar year for which the hours were granted. No payment will be made for unused hours. No payment will be made upon termination of employment with the Town.

Vacation

The Town recognizes the importance of vacation time in providing rest, recreation, and personal enrichment. Vacations are established on a calendar-year basis.

Full-time employees earn vacation time as follows:

<i>1st year of employment</i>	<i>Seven (7) hours/month</i>
<i>2nd through 5th year of employment</i>	<i>Ten (10) hours/month</i>
<i>6th year of employment and following</i>	<i>Thirteen (13) hours/month</i>

Part-time and seasonal employees are not eligible for vacation accrual.

If an employee leaves employment with the Town and is re-employed at any time after ninety (90) days, their vacation is considered as that of a new employee. Otherwise, the employee may accrue vacation commensurate with the employee's accrual rate when the employee had left the employment of the Town.

Accrual and Carryover

Employees are expected to take their vacation leave or forfeit any leave that is not taken. Vacation accrual may not exceed three hundred sixty (360) hours at the end of any calendar year. Any vacation accrued more than 360 hours at the end of any calendar year is forfeited.

Vacation leave shall not accrue while an employee is absent from work without pay, on administrative leave, on long-term disability, or Workers' Compensation, except as otherwise may be required by law.

Upon termination of employment, employees will receive payment for any accrued vacation hours.

Notification Procedure

An employee should submit requests for vacation time to their supervisor as soon as they know when they wish to schedule their vacation, but in no event less than two (2) weeks prior to the time requested. The immediate supervisor approves vacation requests. Vacation time is coordinated so that sufficient staff are always available to provide adequate coverage, and there may be Town-wide or department-specific "blackout dates," as necessary. Vacation requests are granted on a first-come, first-served basis. The supervisor will consider the Town's staffing needs during the relevant period and approve or deny accordingly.

Holiday During Vacation Period

Any official holiday that occurs during an employee's scheduled vacation period shall not be counted as a day of vacation.

Rollover of Vacation Leave to Sick Leave

Once per year, employees may transfer their accrued vacation leave balance into their sick leave balance. Only the accrual values exceeding the maximum carryover limit are eligible for transfer.

Approval will be subject to fiscal availability and is not guaranteed. Employees are encouraged to take their accrued leave before reaching the allowable limits.

Requests must be sent to the Department of Human Resources by December 1st to allow sufficient time for verification and processing, which is required for the final pay period of the calendar year. Any requests after this date will not be honored, and excess leave will be forfeited.

Sick Leave

All full-time employees will accrue sick leave at the rate of eight (8) hours per month. Sick leave may be used for the employee's own mental or physical illness or to take care of or obtain preventive medical care for a family member in the employee's household.

In accordance with the Maryland Healthy Working Families Act, sick leave may also be used for absences related to domestic violence, sexual assault, or stalking against the employee or a family member.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Employees who take off three (3) or more consecutive work days of sick leave must provide a note excusing them for the absence(s).

New employees who are members of the Maryland State Retirement Pension System (MSRPS) may choose to transfer their accrued sick leave to the Town, provided the transfer does not exceed 500 hours or 60 days.

Any unused sick leave is carried over to the next year. There is no limit to the amount of sick leave that can be accrued.

Sick leave is not payable upon separation from employment and forfeited upon separation from the Town. If separation is due to retirement, sick leave balance at the time of retirement is eligible for service credit with the Maryland State Pension and Retirement System.

Organ Donation Leave

The Town provides eligible employees with a number of business days of unpaid leave (or accrued paid leave if available to the employee) in a certain period for donation of bone marrow and/or organs. The donation must be medically necessary for the recipient. An employee requesting leave under this provision must provide a written physician verification to be eligible for the leave.

An eligible employee is an individual who has been employed for at least a 12-month period and worked at least 1,250 hours during the previous 12 months. An eligible employee is entitled to the following organ donation leave:

- up to 60 business days in any 12-month period to serve as an organ donor; and
- up to 30 business days in any 12-month period to serve as a bone marrow donor.

Leave taken under this policy cannot be taken concurrently with any leave taken under the federal Family and Medical Leave Act. The Town may not consider any period of time during which an eligible employee takes bone marrow/organ donation leave to be a break in their continuous service for the purpose of the eligible employee's right to salary adjustments, sick leave, vacation, paid time off, or seniority. The employee who returns to work after taking bone marrow/organ donation leave is entitled to be restored to the position of employment held by the employee when the leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions.

The Town will maintain the employee's health coverage for the duration of the leave. The Town will continue to make employer contributions to premiums, and the employees will be required to pay their portion of the premium as if they were working.

Donation of Leave

Employees may request leave donations when they are unable to work due to a serious health condition that is covered by the Family and Medical Leave Act (FMLA). To qualify, an employee must have exhausted all their own available sick, vacation, compensatory, and PTO leave. Donated leave may only cover the period of FMLA eligibility.

Employees may donate their accrued sick or vacation leave only. The donating employee may not reduce their balance below half of their remaining balance at the time of donation. Donating employees may not fall below 80 hours of accrued sick leave or 40 hours of annual leave.

Cost Basis

All donations of leave will be converted to sick leave for the requesting employee. The transfer of leave shall be based upon the dollar value of the leave at the time given and received, not a direct hour-for-hour transfer. The transfer of leave would be cost-neutral for the Town, except for the staff time required to calculate and adjust leave balances.

Personal Time Off (PTO) Leave

Personal Time Off can be used for any purpose. You are not required to give any specific reason for using your PTO leave. However, when you do take personal leave, you should give your immediate supervisor as much advance notice as possible.

All full-time employees will be credited with twenty-four (24) hours of PTO with the first paycheck in January. PTO does not carry over. No payment will be made for unused hours upon the end of employment with the Town.

Employees with a start date at any time after January 1 will receive a prorated number of hours based on their hire date.

FLEX Leave

Director, Assistant Directors, and Police Division Commanders, exempt employees will receive leave accrual to compensate for the additional time spent on projects, budget preparation, audits, and other tasks outside of their standard workday. This will accrue at a rate of eight (8) hours per month, with a cap of forty-eight (48) hours. Once FLEX is taken from this leave balance, accruals will resume.

No payment will be made for unused hours upon the end of employment with the Town.

Leave Notification Procedures

You should submit requests for leave to your supervisor as soon as you know when you wish to schedule the use of leave, but no later than two (2) weeks prior to the requested time. Your immediate supervisor approves all time off requests. Time off is coordinated so that sufficient staff are always available to provide adequate coverage, and there may be Town-wide or department-specific “blackout dates,” as necessary. Your supervisor will consider the Town’s staffing needs during the relevant period.

When you are absent from work and your absence has not been previously scheduled, you must personally notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not constitute notification to your supervisor.

When absence is due to illness, the Town reserves the right to require appropriate medical documentation to support the absence. Such documentation includes the employee’s name, the date and time the employee was seen, and, if applicable, specific instructions regarding the employee’s inability to perform their job. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination. (Also see the section on Family & Medical Leave for extended leave situations.)

If you are absent because of an accident or for longer than seven (7) days due to illness, compensation is paid under the benefits of a short-term disability plan, provided you are eligible to and participate in that plan.

Compensatory Time

Non-exempt employees will have the option to be paid overtime as defined by the FLSA in the form of wages, or they may elect to have their overtime accrued as compensatory (comp) time. Compensatory time will be granted in an amount equal to the accumulated overtime.

Employees may not carry over more than 120 hours of compensatory time at any given time. If the employee reaches this cap, any additional overtime work will be paid as part of their wages. Once their balance drops below 120 hours, they may immediately start accumulating comp time and continue to do so until the maximum is reached again.

Upon termination of employment, any employee who has accumulated compensatory time shall be paid for unused time at one of the following rates, whichever is higher:

1. The average regular rate received by such employee during the last three (3) years of employment, or
2. The final regular rate received by the employee.

Leave Without Pay

Leave Without Pay (LWOP) is generally not permitted and may be approved only for medical emergencies or other serious, documented reasons. LWOP is not intended as a substitute for vacation or to extend leave for personal travel. Department Directors may approve limited LWOP, not to exceed a total of two (2) workweeks per calendar year per employee, only if operational needs allow reduced staffing during the requested period.

Requests for LWOP must be submitted and approved at least two (2) weeks in advance. For circumstances related to a medical condition, employees should notify the Department Director as soon as practicable and may be required to provide appropriate documentation. LWOP may run concurrently with, and does not replace, other leave entitlements (e.g., FMLA) when applicable.

LWOP may affect pay, benefits eligibility, and leave accruals consistent with Town policies and plan documents. The Town may deny or terminate LWOP when operational needs require it or if the purpose does not align with this policy. Misuse of LWOP may result in corrective action.

Bereavement Leave

Employees will receive up to three (3) days of paid time off in the event of the death of a family member.

Family members are defined as one of the following: spouse, domestic partner, or significant other, parent/step parent, child/step child, grandparent, grandchild, brother/brother-in-law, sister/sister-in-law, uncle, aunt, nephew, niece, first cousin, in-laws (father, mother, son, daughter), and any individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor.

Employees may receive bereavement leave for pregnancy-related loss, regardless of gender or marital status.

If additional time is needed, the supervisor may grant the time as operational needs allow. The employee may use accrued leave to cover the additional absences.

Military Service Leave

Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services, may take up to 15 days of paid military leave, as needed, to enable them to fulfill their obligations as servicemembers. Service members must provide advance written or verbal notice to the Town for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Employees should provide notice as far in advance as is reasonable under the circumstances. In addition, employees may, but are not required to, use accrued vacation, compensatory time, or PTO while performing military duty.

Civil Air Patrol Leave

Employees who are members of the Maryland Wing of the Civil Air Patrol will be eligible for up to 15 days of unpaid leave (or accrued paid leave if available to the employee) per calendar year to respond to emergency missions. Employees seeking leave under this policy must give the Town as much notice as possible of the intended dates of the beginning and end of the leave. After arriving at an emergency location, the employee must also provide the Town with an estimate of the amount of time needed to complete the emergency mission and then report any necessary changes to that estimate as they arise.

The Town will require the employee to provide verification of the eligibility of the employee for the Civil Air Patrol leave requested or taken. If the employee fails to provide the required certification, the Town may deny the Civil Air Patrol leave.

An employee who returns to work after taking civil air patrol leave is entitled to be restored to the position of employment held by the employee when the leave began, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions.

Family and Medical Leave

The federal Family and Medical Leave Act (FMLA) allows certain employees to take up to twelve (12) weeks of unpaid leave per year for the serious health condition of the employee or an immediate family member, or childbirth or adoption. The Department of Human Resources will guide you through the completion of the appropriate forms for your leave. Any paid leave that you have accrued may be counted as part of your FMLA leave.

To take FMLA leave, you must provide the Town with appropriate notice. If you know in advance that you will need FMLA leave, you must notify your supervisor or the Department of Human Resources at least 30 days in advance. If you learn of your need for leave with less than 30 days' notice, you must give notice as soon as possible (generally either the day you know of the need or the next business day). When you need FMLA leave unexpectedly (for example, if a family member is injured in an accident), you must inform your supervisor or the Department of Human Resources as soon as you can.

Eligible spouses who both work for the Town are limited to a combined total of 12 workweeks of leave in a 12-month period to share for the following FMLA-qualifying reasons:

- The birth of a son or daughter and bonding with the newborn child,
- The placement of a son or daughter with the employee for adoption or foster care, and bonding with the newly placed child, and
- The care of a parent with a serious health condition.

The Town uses a “rolling” 12-month period, measured backward from the date the employee uses FMLA leave. Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the immediately preceding 12 months.

Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a member of the Armed Forces, National Guard, or Reserves, or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill servicemember or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered servicemember in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period, an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver

leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the Town at least 30 days' notice before the commencement of any military caregiver leave.

Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. ("Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of things such as childcare or financial and legal arrangements necessitated by the deployment of a family member.

Eligible spouses who work for the Town are also limited to a combined total of 26 workweeks in a single 12-month period to care for a covered servicemember with a serious injury or illness if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember (commonly referred to as "military caregiver leave"). This limitation also applies to a combination of military caregiver leave and leave for the other qualifying reasons listed above.

Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Town will provide a designated area for employees to express breast milk, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public. Employees will not be discharged or otherwise discriminated against in any manner for exercising their rights under this policy.

Civic Duty Leave

Jury Duty

The Town encourages employees to fulfill their civic duties. To that end, employees will be allowed time off to serve on a jury if summoned. The Town requests that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Town will provide additional documentation, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury

duty, you are expected to call your supervisor periodically to keep him or her apprised of your status.

Full-time employees subpoenaed as a witness in a civil or criminal case for selection to report for jury duty shall be granted paid leave during their absence; provided, however, that all payments provided by a court for jury service shall be turned over to the employee's department director and transmitted to the Town treasurer for deposit as miscellaneous revenue. Essential personnel, such as police officers and department directors, may be required to request an exemption from jury duty by the court.

Appearance as a Witness

An employee who is called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued vacation time when appearing as witnesses.

Voting

The Town encourages all employees to participate in the voting process. Most polling facilities for elections to public office have hours scheduled to accommodate working voters. The Town, therefore, requests that employees schedule their voting before or after their work shifts. An employee who expects a conflict, however, should notify their supervisor in advance so that schedules can be adjusted if necessary. If an employee must take time off during working hours, the Town will compensate them for no more than two (2) hours, provided prior approval is obtained.

Part 6 – Miscellaneous

Record Retention

The Town is committed to maintaining and disposing of records in compliance with applicable state and federal requirements. Each department is responsible for creating and following its own records retention schedule, which defines the retention period for specific types of records before they are destroyed or archived.

All departmental retention schedules must be submitted to the Department of Legislative Services for review and approval through the State of Maryland's records management process. Departments are responsible for ensuring records are kept, transferred, or destroyed only in accordance with their approved schedule.

Employees must not destroy, alter, or remove official records outside of the approved retention process. Records that may be relevant to audits, investigations, litigation, or public information requests must be preserved, even if their scheduled destruction date has passed. Questions about record classification or retention timelines should be directed to the employee's supervisor or the Legislative Services Department.

Compliance

Improper handling of records, including unauthorized destruction, alteration, or removal, may result in corrective or disciplinary action, up to and including termination, and could expose the Town and the individual to legal liability.

Digital Accessibility

The Town of La Plata is committed to making all digital content usable by everyone. This includes our websites, intranet, web applications, online forms, electronic documents (PDF, Word, Excel, PowerPoint), audio/video, and digital communications. We design, purchase, and maintain digital content to meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. When full conformance is not technically feasible, we will provide equally effective alternative access so people can still complete their tasks.

Before initial publication or any substantial update, content must be reviewed by personnel trained to assess WCAG 2.1 AA compliance and/or the Town's ADA Coordinator. Content owners are responsible for creating accessible materials and submitting them for review; department heads ensure their teams follow this policy; the ADA Coordinator provides guidance, reviews complex or high-impact items, and coordinates responses to accessibility requests and complaints; and IT/Procurement include accessibility requirements in solicitations and contracts, collect vendor Accessibility Conformance Reports (VPAT/ACR), and set remediation expectations.

Any vendor that designs, develops, hosts, or otherwise provides digital content or technology for the Town must meet WCAG 2.1 AA and maintain ongoing compliance. All

procurements (including RFPs, RFQs, contracts, purchase orders, and renewals) must include accessibility requirements, require a current VPAT/ACR or equivalent documentation, provide for testing/verification, specify remediation timelines for identified gaps, and address ongoing compliance for the life of the agreement. Failure to meet or maintain compliance may result in withholding of deliverables, required remediation at the vendor's expense, or other contractual remedies, up to and including termination.

The Town employs a combination of automated checks and manual testing (e.g., headings, alt text, keyboard accessibility, contrast, and captions). Identified barriers must be corrected promptly, with high-impact issues prioritized; if a permanent fix will take time, a temporary and effective workaround should be provided. Members of the public or employees may request accessible formats or report barriers at any time; the ADA Coordinator will acknowledge, coordinate resolution, and track outcomes.

Exceptions are rare and may be approved by the ADA Coordinator, in consultation with IT, only when conformance is not technically feasible or would impose an undue financial or administrative burden. Any approved exception must include a documented plan for equally effective access. Employees and contractors who create, post, or procure digital content must complete periodic accessibility training appropriate to their role. Non-conforming content may be withheld, revised, or removed until it meets requirements, and repeated non-compliance may result in corrective action consistent with Town procedures.

This policy is effective upon issuance and will be reviewed at least every two years, or sooner if standards or laws change.

Artificial Intelligence Use

The Town is committed to the ethical, responsible, and transparent use of artificial intelligence (AI) in municipal operations. AI can improve services and efficiency, but its use must protect public trust, comply with all laws, and reflect our values of fairness, accountability, and accessibility. This policy governs the selection, use, and monitoring of AI technologies across Town departments.

Employees remain accountable for any work created or supported by AI. AI may assist, but it does not replace human judgment. Any AI-assisted content or decisions that affect the public, employees, or vendors must be reviewed by staff before use or release. When AI meaningfully contributes to communication or decision-making, employees must disclose its use and offer a human alternative when feasible.

Confidential or sensitive Town information must never be entered into public or unapproved AI tools. Only Town-approved and IT-reviewed platforms may be used for work involving proprietary or protected data. The IT Department is responsible for reviewing and approving AI tools to ensure security and compliance.

Data privacy and security are essential. Employees must collect only the data necessary for AI tasks, protect it using approved safeguards, and comply with all applicable laws, including Maryland privacy requirements and any federal standards. Personal information must be handled carefully, stored securely, and either retained or deleted in accordance with Town policy.

AI systems must be tested and monitored for accuracy, bias, and accessibility. Departments deploying AI are expected to review outputs for fairness, maintain documentation on how tools are used, and take corrective action if a system produces errors, bias, or other risks. AI content shared with the public must meet ADA and web accessibility standards.

Employees involved in selecting or using AI must undergo training on the ethical use, privacy, security, and accessibility of AI. Any issues, such as suspected data exposure, security incidents, or biased output, must be reported immediately to IT and the employee's supervisor. Violations of this policy may result in disciplinary action up to and including termination.

This policy will be reviewed regularly to keep pace with evolving technology, legal requirements, and best practices while maintaining public confidence in the Town's services.

AI Note-Taking Tools

Employees may use AI-enabled note-taking or meeting transcription tools (e.g., applications that automatically record, transcribe, or summarize meetings) only with prior approval from their meeting creator and when doing so does not violate confidentiality, privacy, or record-retention requirements.

All participants should be informed before recording or transcription begins.

Sensitive or legally protected information (e.g., employee medical data, attorney-client communications, closed session discussions) must not be recorded or uploaded to AI tools without explicit authorization.

If notes or transcripts become part of the official record, they must be stored in accordance with the Town's approved record retention schedule.

Only Town-approved platforms may be used to capture or process meeting content. Personal accounts or unapproved tools are not permitted.

Use of AI note-taking tools without approval, or in a way that violates these requirements, may result in loss of access to the tool and corrective action.

Workplace Relationships

The Town respects the privacy of employees but expects all workplace relationships to remain professional and not interfere with operations. Employees engaged in a romantic or close personal relationship must maintain appropriate conduct at work and avoid situations that could create conflicts of interest, favoritism, or disruption.

DRAFT

COUNCIL OF THE TOWN OF LA PLATA
Ordinance 26-02

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

1 **AN ORDINANCE** concerning

2
3 **Amendment to Town of La Plata Fiscal Year 2026 Financial Plan/Budget**

4
5 **FOR** the purpose of amending the Town of La Plata Fiscal Year 2026 (FY26) Financial
6 Plan/Budget to reflect a realignment of the La Plata Police Department; and all
7 matters generally relating thereto.

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10 * * * * *

11
12 **WHEREAS**, Section 4-1 of the Town Code recognizes the benefits of proper
13 organization and operation and the allied benefits of clear lines of authority and
14 responsibility within an organization; and

15
16 **WHEREAS**, Section 37-5 of the Town Code requires that the Council of the Town of
17 La Plata approve, establish, modify, or abolish all positions or classes of positions; and

18
19 **WHEREAS**, it is the intention of the Council of the Town of La Plata, by this ordinance,
20 to reallocate the FY26 appropriations to more accurately align them with budgeted
21 expenditures.

22
23 **SECTION 1: BE IT ENACTED BY THE COUNCIL OF THE TOWN OF LA PLATA** that the
24 Town of La Plata FY26 Financial Plan/Budget be amended as attached hereto as Attachment
25 1.

26
27 **SECTION 2: AND BE IT FURTHER ENACTED** that this Ordinance shall become
28 effective at the expiration of fifteen (15) calendar days after its approval by the Council.
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31 **ADOPTED AND APPROVED** by the Council of the Town of La Plata this _____ day of
32 _____, 2026.

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SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk
Date: _____

Tyjon C. Johnson, Councilman

FY2026 Personnel Schedule Amendment

FY2026 General Fund Personnel Schedule (FTE)

Positions	FY24 Budget	FY25 Budget	FY26 Budget
Police Department			
Chief of Police	1	1	1
Captain	3	3	3
Lieutenant	1	1	1
Sergeant	4	4	4
Detective Sergeant	0	1	1
Patrol Corporal	4	4	4
Detective Corporal (TF)	1	1	1
PFC/Officer	8	7	7
Traffic Officer	1	1	1
Detective	2	2	2
UMCRMC	2	2	2
Community Policing	1	1	1
Total Sworn	28	28	28
Compliance Coordinator II	1	1	1
Evidence Custodian	0	1	1
Training Coordinator	0	1	1
Admin Assistant	2	0	0
Cadet	1	1	1
Total Civilian	4	4	4
Total Police Department	32	32	32

FY2026 General Fund Personnel Schedule (FTE) Amendment

Police Department

Chief of Police	1	1	1
Major	0	0	1
Captain	3	3	1
Lieutenant	1	1	2
Sergeant	4	4	4
Detective Sergeant	0	1	1
Patrol Corporal	4	4	4
Detective Corporal (TF)	1	1	1
PFC/Officer	8	7	7
Traffic Officer	1	1	1
Detective	2	2	2
UMCRMC	2	2	2
Community Policing	1	1	1
Total Sworn	28	28	28
Compliance Coordinator II	1	1	1
Evidence Custodian	0	1	1
Training Coordinator	0	1	1
Admin Assistant	2	0	0
Cadet	1	1	1
Total Civilian	4	4	4
Total Police Department	32	32	32

**COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-10**

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

A RESOLUTION concerning

Wills Memorial Park Playground

FOR the purpose of authorizing the Town Manager to enter into a contract for the purchase and installation of playground equipment at Wills Memorial Park; and all matters generally relating thereto.

* * * * *

WHEREAS, the Town recognizes the key contribution that high quality parks and open spaces make to community health, wellness and quality of life; and

WHEREAS, the Town desires to enhance the quality and reliability of amenities by replacing aging and inefficient inaccessible playground equipment with modern, durable, and code-compliant infrastructure; and

WHEREAS, the Town desires to enhance the quality and reliability of amenities by replacing aging and inefficient inaccessible playground equipment with modern, durable, and code-compliant infrastructure; and

WHEREAS, upgrades to Town amenities support long-term growth, asset preservation, and the Town's ability to accommodate evolving community needs; and

WHEREAS, Town Charter § C8-23 and Town Code Chapter 43 requires that all expenditures in excess of twenty thousand dollars (\$20,000), be advertised for sealed bids, except for expenditures which the Town Council, by ordinance, has determined are not subject to the sealed bid requirements; and

WHEREAS, the Town solicited bids via an open competitive bidding process consistent with Town procurement policies;

Resolution 26-10

WHEREAS, Town staff recommends the engagement of Bliss Products & Services, Inc., for the delivery of a complete and functional playground project, from concept development to final installation, as defined in Town of La Plata Proposal No. RFP-WPPLGRD-2025-11-07, “Wills Park Playground Project”; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to engage with Bliss Products & Services, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Noel C. Stevens, Town Manager, is hereby authorized to execute and deliver, on behalf of the Town of La Plata, a contract agreement, with Bliss Products & Services, Inc., of Lithia Springs, Georgia, for the delivery of a complete and functional playground project, from concept development to final installation, for a total expenditure of eight hundred thirty-four thousand eight hundred eighty-nine dollars and thirty-eight cents (\$834,889.38); and

Resolution 26-10

BE IT FURTHER RESOLVED that the contract and scope of work attached hereto as Attachment 1 is hereby adopted and incorporated herein by reference; and

BE IT FURTHER RESOLVED that it is hereby authorized for the reappropriation of four hundred thirty-four thousand eight hundred ninety dollars (\$434,890.00) from the General Fund unassigned fund balance for completion of the Wills Park Playground Project.

ADOPTED AND APPROVED by the Council of the Town of La Plata on this ____ day of _____, 2025.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____

State of Georgia

CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement") is made as of the ____ day of _____, 20____ by and between Town of La Plata located at 305 Queen Anne Street, PO Box 2268, La Plata, MD 20646, ("Owner") and Bliss Products and Services, Inc, an S-Corporation, located at 6831 S. Sweetwater Road Lithia Springs, GA 30122 ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Description of Work. Contractor shall perform the following described work at Wills Park, 505 St. Mary's Avenue, La Plata, MD 20646 (the "Property"), in accordance with Owner's contract plans and specifications, this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents"), see Exhibit A including Terms & Conditions effective January 1, 2025 (<https://blissproducts.com/terms-conditions/>). Customer acknowledges receipt and review of all applicable Terms. In the event of a conflict, the order of precedence is: (1) this Agreement, (2) the Terms and Conditions. Industry terminology used in any Contract Documents which are not defined shall be interpreted as having the same meaning as that recognized in the construction industry in the area where the Property is located.

2. Contract Price and Payments. Owner agrees to pay Contractor the total amount of \$834,889.38 (the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. A 3% processing fee applies to all credit card payments. This fee will be separately itemized on the invoice and is non-refundable. According to the following schedule:

Deposit (Check one)

- ☒ A deposit is NOT required.
- ☐ \$_____ deposit, due upon the execution of this Agreement.

Installments (Check one)

- ☐ There will be NO installment payments.
- ☒ Installments will be paid upon the completion of the following milestones:
- Payment for materials must be made upon delivery to the site.

Balance Due

Balance due upon completion of the Work.

3. Certificate of Completion. Upon completion of the Work, Contractor shall notify Owner that the Work is ready for final inspection and acceptance and Owner shall make the final payment within 15 days after final inspection.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction equipment, machinery, transportation and all other facilities and services, and all materials Bliss Products and Services, Inc.

necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior written approval of Owner. (Check all that apply)

☐ The following materials will not be included in the Contract Price and are the sole responsibility of Owner and will not be covered under warranty by Contractor:

1. _____.
2. _____.

5. Licenses and Permits. (Check one)

☐ Contractor ☐ Owner shall obtain all licenses and permits necessary for proper completion of the Work.

(Check one)

☐ Contractor ☐ Owner is responsible for the cost of any necessary permits or licenses.

☒ Not Applicable

6. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of Owner (the "Applicable Laws"). Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

7. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property.

8. Record Documents. Contractor shall maintain in a safe place at the Property one record copy of all drawings, specifications, addenda, written amendments, and the like in good order and annotated to show all changes made during construction, which will be delivered to Owner upon completion of the Work. Owner shall have the right to inspect and review such documents upon notice to Contractor.

9. Warranty. Contractor hereby warrants and guarantees the installation work for a period of one year from the date of substantial completion.

Contractor will repair or replace to the satisfaction of the Owner any or all work that may prove defective in workmanship or materials within the guarantee period together with any other work which may be damaged or displaced in so doing. This guarantee does not cover equipment that is not maintained properly. It also does not cover ordinary wear and tear, vandalism, or an other unusual abuse or neglect of the property.

10. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with

materials or equipment. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

11. Inspection. Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents.

12. Work Changes. Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein.

13. Indemnification. Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner.

14. Contractor's Insurance. Per Exhibit B. Contractor shall name Owner as an additional insured (☐ except for the workers' compensation insurance). Proof of such insurance shall be filed by Contractor with Owner within a reasonable time after execution of this Agreement.

15. Waiver of Subrogation. Owner and Contractor each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by any insurance required under this Agreement. Owner and Contractor shall cause each insurance policy carried by Owner or Contractor relating to the Property to include or allow a full waiver of any subrogation claims.

16. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

17. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

18. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may terminate this Agreement before the completion of the Work when for a period of 14 days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On

such termination Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Owner's Termination. Owner may, on 30 days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents.

19. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. The dispute shall be resolved in the courts of the State of Georgia.

Attorneys' Fees

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Arbitration. The dispute shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation. The dispute shall be resolved through mediation.

☒ Mediation then arbitration. The dispute shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

21. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

22. Notices. Any notice or communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

23. Assignment. No Party hereto shall have the right to assign its rights or delegate its duties hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

24. Binding Effect. This Agreement shall be binding and enure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

25. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions.

26. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

27. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

28. Amendments. This Agreement may not be amended or modified except by a written agreement signed by the all of the Parties.

29. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

30. Survival. The obligations of Contractor expressly identified in this Agreement, or those by operation of law, shall survive the completion of Work or termination of this Agreement.

31. Industry Language. The language used for terms of this Agreement, unless otherwise defined, shall be construed according to the customary meaning within the construction industry in the area where the Project is located and for the type of Work being performed.

32. Independent Contractor. Contractor acknowledges that it is an independent contractor and is not an agent, partner, joint venture nor employee of Owner. Contractor shall have no authority to bind or otherwise obligate Owner in any manner nor shall Contractor represent to anyone that it has the right to do so. Contractor further agrees that in the event that the Company suffers loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless Owner from any such loss or damage.

33. Rights of Third Parties. Nothing in this Agreement shall create or give to any third party a claim or right of action against Contractor or Owner.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Town of La Plata
Owner Full Name

Noel C. Stevens, Town Manager
Owner Representative Signature Owner Representative Name and Title

Bliss Products and Services, Inc.
Contractor Full Name

Contractor Representative Signature Gregg Bliss, President
Contractor Representative Name and Title

**Exhibit A:
Scope of Work**



WILLS PARK PLAYGROUND



December 18, 2025



Re: Wills Park Playground (Proposal No. RFP-WPPLGRD-2025-11-07)

Dear Selection Committee,

Bliss Products and Services was built on a promise: to deliver every project with the same care, integrity, and attention to detail we'd expect in our own communities. Over the years, that promise has guided our evolution—from a regional playground equipment provider to a trusted General Contractor specializing in complex, turnkey site development.

This proposal reflects that evolution. Inside, you'll find not only our design vision and approach, but also insight into the project management systems, internal teams, and field capabilities that now define who we are.

Recent years have brought exciting opportunities. Clients are turning to us to lead projects with multiple trades, challenging logistics, and tight timelines. We've stepped in to rescue delayed installs, bring order to complicated multi-site rollouts, and deliver results where others fell short. In response, we've expanded our internal capabilities:

- A dedicated **Project Management** team to streamline coordination from start to finish
- A growing **Field Services Department** trained to handle real-time adjustments and sitework
- A robust **Quality Control Process** to ensure fewer surprises and smoother closeouts

This isn't just about installing playground and recreation equipment. It's about building something lasting—with accountability, craftsmanship, and a team that takes pride in the entire process.

Bliss Products and Services acknowledges receipt and review of RFP No. RFP-WPPLGRD-2025-11-07 and any issued addenda.

We look forward to the opportunity to work with the Town of La Plata and hope this proposal gives you a clear picture of the value our team brings to the table.

Sincerely,

Gregg Bliss
President
800-248-2547
info@blissproducts.com
www.blissproducts.com



Company Overview

Overview

Bliss Products and Services, Inc. (BPS) has been in the recreation business since April 1984, incorporated in Florida. With over forty years of success in an ever-changing industry, BPS has continued to expand not only territory but capabilities as well. Our growth can be directly attributed to our customer-first sales philosophy. BPS believes in a low-key and educated approach to each opportunity. Our team has experience in the design of all types and sizes of recreation and play environments. BPS offers site evaluations, budgetary proposals, custom designs, and installation services for a wide range of products. BPS can utilize the newest technologies available and support our staff and clients through multiple platforms.

BPS currently has an internal office that staffs a total of ten people. In addition, we have sixteen sales representatives and four employees who work remotely.

Construction

BPS is not simply a sales agency. BPS has contractors licenses in ten states and currently holds a GC license in the State of Maryland. With combined revenues of over 50M annually, BPS has the resources available to successfully complete projects of any size and scope.

Our installers specialize in the recreation industry. From concept to creation, our installers are committed to enhancing recreational environments for everyone and are equipped to handle the largest projects our customers may have.

Staff Assigned to Project

For this project, the following people from Bliss Products will "touch" the project at some point during the process:

- Gregg Bliss, President
- Reggie Johnson, Sales Representative
- Kristen George, Marketing Director
- Jessica McCleary, Project Manager
- Amber Waters, After Sales Support
- Heather Smith, Order Entry
- Donna Moore, Accounting



Company Overview

Banking, Bonding, and Insurance

- BPS has bonding capabilities of over 3M dollars
- BPS carries insurance over 5M dollars (COI attached for reference)
- Specific banking, bonding, and credit references are available upon request
- FEIN: 59-2413631
- DUNS: 003456428
- E-Verify: 329247

General Information

Mailing Address:

6831 S Sweetwater Road
Lithia Springs, GA 30122

Email Addresses:

Gregg Bliss, President: gregg@blissproducts.com
Reggie Johnson, Sales Representative: reggie@blissproducts.com
Kristen George, Marketing Director: kristen@blissproducts.com
Jessica McCleary, Project Manager: jmccleary@blissproducts.com

Phone Numbers:

Gregg: 800-248-2547
Reggie: 904-422-5928
Kristen: 800-248-2547
Jessica: 800-248-2547

Additional Information

- BPS is a corporation.
- There is no active or pending litigation.
- There have been no legal actions taken against BPS.
- BPS have never defaulted on a contract or failed to complete any work.
- EMR Ratings:
 - 2023: .94
 - 2022: .94
 - 2021: .94
 - 2020: .94
 - 2019: .94



Project Staffing



Gregg Bliss, President

Gregg Bliss has been with BPS for over 30 years and took over as President in 2000. Since becoming President, Gregg has been responsible for expanding the company's territory to over 12 states and more than doubling both the sales staff and installation crews. Gregg is the qualifying agent for contractors' licenses in over five states, including holding a GC license in Florida. Gregg is CPSI certified and graduated Summa Cum Laude from Tarleton State University with a Bachelor of Science degree in Industrial Technology.



Reggie Johnson, Sales Representative

Reggie has had a long career in the technology sales industry and came to Bliss in 2024 eager to learn the playground and recreation industry. He has worked for companies such as Amazon Web Services (AWS) and Comcast Business, helping out the business community any way possible. Reggie has secured multiple projects since starting with Bliss and continues to thrive in his Maryland and Delaware territory.



Kristen George, Marketing Director

Kristen started her recreation career with BPS, joining the team in 2015. She quickly climbed the ranks to become BPS' Bid Manager and now oversees the entire bid and quoting department. Her department sent out over 500 bids for the 2021 year and is still able to maintain an attention to detail that is unlike any other. Providing our customers with in depth information, accurate lead times, and comprehensive playground designs ensures our bids and quotes alike are sent out with as much detail and care as possible.



Jessica McCleary, Project Manager

Jessica has extensive knowledge of the construction industry and may years of experience managing projects varying in scope and size. Joining the BPS team over two years ago, Jessica has expanded her construction knowledge into the recreation side and has been able to efficiently manage the Installation Team at BPS to include subcontractors and internal staff.



Design Narrative

The proposed playground design for Wills Memorial Park is rooted in the Town of La Plata's rich history and identity, while delivering a modern, inclusive, and engaging play environment for children of all ages and abilities. Drawing inspiration from La Plata's origins as a railroad town and its continued celebration of local landmarks, the design thoughtfully blends storytelling, play value, and accessibility into a cohesive, community-focused destination.

Historic Inspiration & Community Identity

La Plata was founded in the late 1800s with the arrival of the Pennsylvania Railroad, a defining moment that shaped the Town's growth and character. This historical connection served as the foundation for the overall playground theme. The proposed design incorporates train-inspired elements throughout both play areas, allowing children to explore, imagine, and learn while connecting with the Town's heritage in a meaningful way.

Interpretive panels integrated into the play structures highlight several well-known La Plata landmarks, including the La Plata Train Station Museum, Port Tobacco Players Theater, La Plata Farmers Market, and other notable community destinations. These elements not only reinforce the Town's history but also encourage intergenerational engagement, sparking conversation between children, caregivers, and visitors as they move through the play space.

5-12 Play Area: Landmark-Driven Adventure Play

The 5-12 play structure is anchored by a Denali Tower, selected intentionally to echo the prominent water tower located adjacent to the existing playground. Rising as a visual focal point within the park, the Denali Tower creates a sense of arrival and landmark presence, much like the Town's water tower does within the surrounding landscape.

From this central tower, children can explore a variety of elevated and ground-level play experiences that promote physical challenge, social interaction, and imaginative play. Enclosed slides, climbers, bridges, and accessible routes provide multiple ways to engage, ensuring children of varying abilities can play together. The structure's height and design encourage confidence-building and exploration while maintaining safety and visibility for caregivers.



Design Narrative

2–5 Play Area: Early Childhood Exploration

The 2–5 play structure is designed as a train-inspired play experience scaled specifically for younger children. Featuring lower deck heights, age-appropriate climbers, slides, and crawl-through elements, this area supports early childhood development while reinforcing the overall theme.

The train motif is reinforced through graphic panels, window details, and storytelling signage that introduce younger users to La Plata's history in a playful, approachable way. This area emphasizes imaginative play, sensory engagement, and social interaction while maintaining clear sightlines and easy access for caregivers.

Inclusive & Sensory Play Opportunities

In alignment with the Town's goal of delivering a custom inclusive playground, the design incorporates elements that support children of all abilities.

Accessible routes, transfer points, sensory panels, and varied play types ensure that children with mobility, sensory, or cognitive differences can actively participate alongside their peers.

Sensory-rich components such as tactile panels, visual details, and interactive features are intentionally distributed throughout both play areas, encouraging exploration and engagement without isolating inclusive elements into a separate space.

Aesthetic & Material Palette

The proposed color palette combines modern, natural tones with vibrant accent colors to complement the surrounding park environment while maintaining strong visual interest. Durable, low-maintenance materials are specified throughout the playground to ensure long-term performance, safety, and sustainability in accordance with Town standards.

A Destination for the Community

This design transforms Wills Memorial Park into more than just a playground — it becomes a place where La Plata's history, families, and future come together. By celebrating the Town's railroad roots and local landmarks through thoughtful design, the proposed playground creates a unique sense of place that is unmistakably La Plata.

The result is a visually striking, inclusive, and meaningful play environment that honors the Town's past while serving the needs of today's families and future generations, fully aligning with the goals and requirements outlined in the Town of La Plata's Request for Proposals.



WILLS MEMORIAL PARK

LA PLATA, MARYLAND

645-180665



DESIGN STUDIO

544 CHESTNUT ST
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



WILLS MEMORIAL PARK / 2-5 PLAY STRUCTURE
LA PLATA, MARYLAND

645-180665



DESIGN STUDIO

544 CHESTNUT ST
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



WILLS MEMORIAL PARK / 2-5 PLAY STRUCTURE
LA PLATA, MARYLAND

645-180663



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structures
A PLAYCORE Company

DESIGN STUDIO

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CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



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LA PLATA, MARYLAND

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544 CHESTNUT ST
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LA PLATA, MARYLAND

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DESIGN STUDIO

544 CHESTNUT ST
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PLAYANDPARK.COM

RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND MATERIALS WILL BE SUBJECT TO CHANGE WITHOUT NOTICE.



WILLS MEMORIAL PARK / 5-12 PLAY STRUCTURE
LA PLATA, MARYLAND

645-180663



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WILLS MEMORIAL PARK / 2-5 PLAY STRUCTURE

LA PLATA, MARYLAND

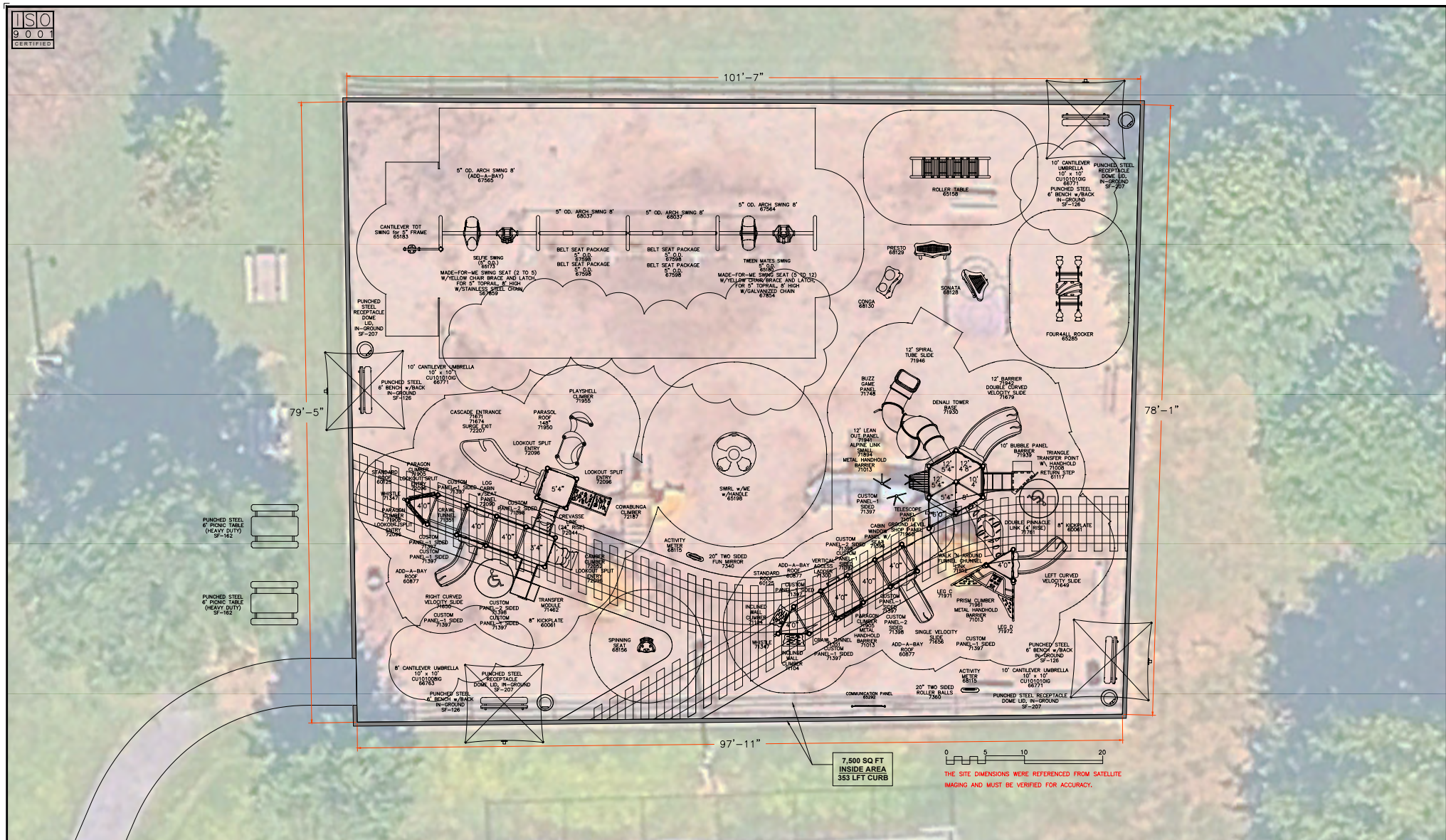
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800.727.1907
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Wills Memorial Park
505 St Marys Ave, La Plata, MD 20646

Bliss Products & Services

Age Group
2-5 and 5-12
Area Size
Per Existing Site

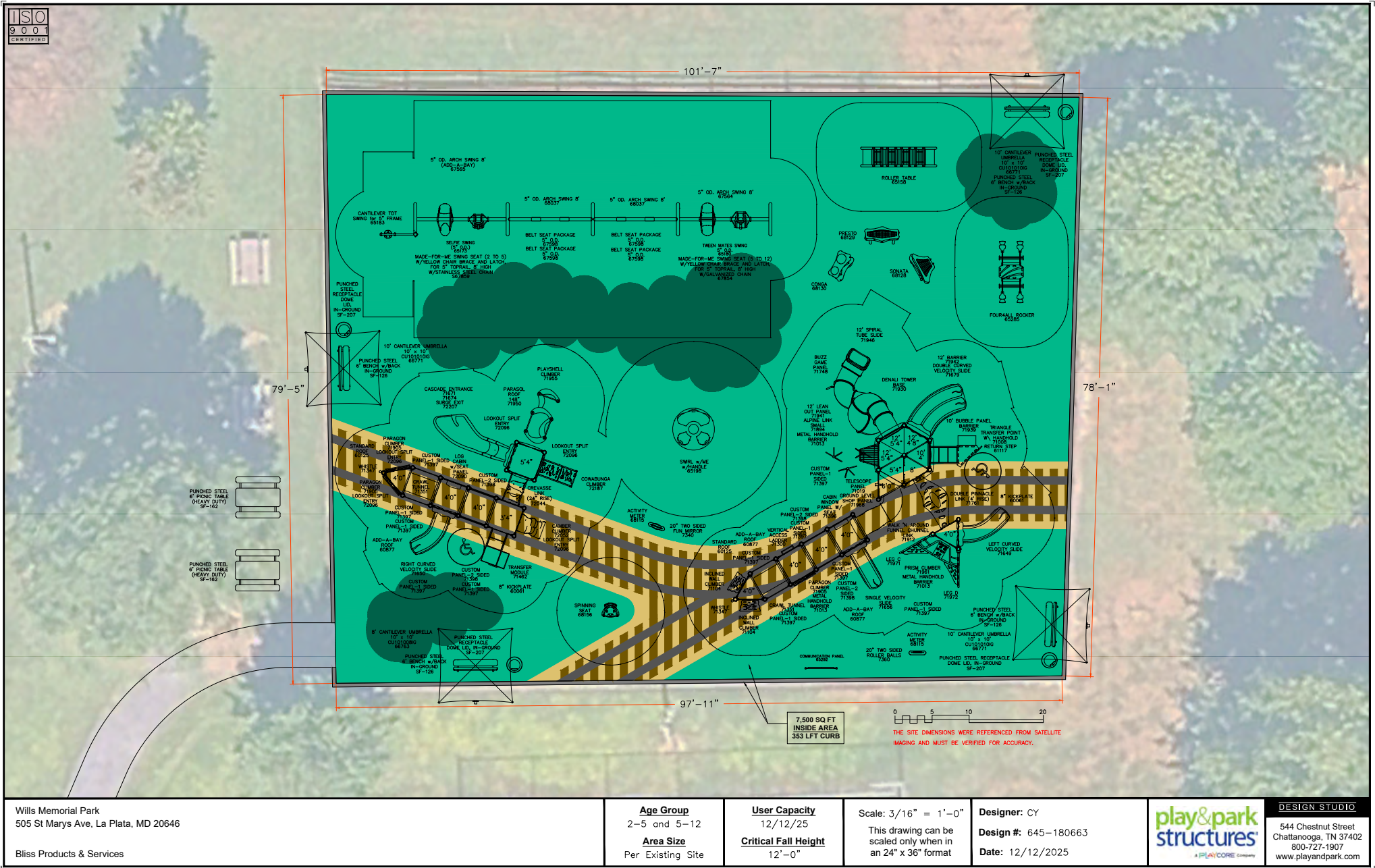
User Capacity
12/12/25
Critical Fall Height
12'-0"

Scale: 3/16" = 1'-0"
This drawing can be
scaled only when in
an 24" x 36" format

Designer: CY
Design #: 645-180663
Date: 12/12/2025

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DESIGN STUDIO
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907
www.playandpark.com



Fees/Pricing Schedule



All pricing is on the Excel spreadsheet included in our submittal email.

Project Management



The Town of La Plata is seeking a partner to design a custom play environment for the citizens who visit Wills Park Playground.

Challenges and Solutions

BPS can help The Town navigate and overcome any challenges because of our vast experience in similar situations. BPS wants to take the time on the front end to understand all aspects of a project, from the most minute to the largest and most complicated. Our team is prepared to go above and beyond to provide the partnership we all will be proud of for years to come.

On Site Meetings/Design Phase - BPS understands the need for on-site meetings and will make this project a priority in terms of scheduling those. The City is going to be able to work with our team to design their playground to fit its specific needs and space, so these on-site meetings are critical to fully understanding the extent of the scope of work at each location.

Duration of Installation - Equipment today is much more complex from an installation standpoint than in years past. Playground standards have evolved and become more rigorous with time. These two factors combined just means that BPS' installers will take great care and attention to detail to ensure the playgrounds and surfacing are installed correctly. BPS will manage each site's installation to ensure progress, minimize delays, and provide feedback as the installation takes place.

Meeting Playground Standards - We will discuss with the Town the various standards that must be met when providing and installing a playground for public use.

The challenges and potential solutions outlined above are for reference and consideration only. BPS is not suggesting that these should be concerns, but just to bring light to issues that may need review when selecting a partner. The Town deserves a partner that looks at the entire project.



Project Management

Project Management

BPS believes that Project Management consists of four major factors: identifying and managing customer expectations, clear communication, and coordination with all parties, scheduling accurate and attainable milestones, and accountability.

Expectations

BPS believes in actively listening to the customer to understand the project entirely. These in-depth conversations allow for a design that truly embodies the customers' desires, budgets, and dreams! Honest up-front communication is invaluable to reducing stress, containing costs, avoiding disappointments, and ensuring the final proposal is precisely what the customer envisioned.

The list below, while not all encompassing, highlights some ways expectations are addressed and managed.

- Scope of Work - A detailed scope of work helps each party understand their responsibilities and expected project outcome.
- Completion Time Frame - BPS provides a detailed project schedule based upon projected start and end dates. Documenting milestones, deliveries, and critical path identifiers keeps all parties informed and focused on the ultimate end goal of a new playground area opening on time and without incident.
- Playground Design - Our customers deserve a design that is unique, engaging, cost-effective, and compliant. BPS provides a site layout, 3D design, color options, and additional information as required to illustrate the result of the project clearly.

Communication

Communication of all types is of the utmost importance to the success of any project. While each project is unique and will have its own requirements, the list below embodies some of the many ways BPS uses to communicate each phase of project development.

On Site Meetings

Both pre-bid meetings and site review meetings are geared toward gathering knowledge crucial to the successful design and installation of the area. A site



Project Management

Communication cont'd

review can provide information not readily identified on paper (i.e., surrounding neighborhood aesthetics, access/egress requirements, potential utility lines, and overhead obstructions).

Construction meetings, when required by the project or warranted due to size and scope, help to facilitate coordination with other trades, ensuring scheduling milestones are on track and identify any potential issues to be immediately addressed.

BPS requires a final walk through of each job regardless of size and scope. The walk through allows us to interact with the customer and address the work that has been performed. During the walk through, the customer will be provided with any additional items per the contract (i.e., owner's kit, touch up paint, etc.) and will be required to sign off on the area as accepted.

Scheduling

Effective scheduling is one of the essential tools used to ensure the completion of each project. The parameters of each job dictate the amount of detail required for effective scheduling. Larger projects that span several weeks will require an in-depth look at milestones, interdependencies, resource allocation, simultaneous task completions, and coordination of deliveries to ensure the installation proceeds in the most efficient manner.

Accountability

While different individuals may be responsible for various aspects of project completion, at all stages our customers can expect their sales and management staff to be available and accountable for each milestone. The information below represents some of the more relevant areas and how they impact overall job satisfaction.

BPS understands that clearly identifying each site's unique characteristics and looking at the broader picture with regards to the site demographics, challenges, aesthetics, etc. helps to recognize and plan for solutions to any potential challenges. Utilities, access points, soil/digging conditions, etc. are easier to manage when they are noted on the front end of any project.



Project Management

Accountability cont'd

While there is no way to know every nuance of each project, utilizing this in-depth form helps to keep job data consistent and thorough and minimize job site disruption.

- Equipment Ordering and Production - BPS confirms equipment layout, color selection, and scope of work by requiring a final signature/approval on the playground design before placing the order. During production, our playground manufacturer, Play & Park Structures, has a 42-step quality assurance program. This constant quality monitoring and review minimizes downtime in the field due to incorrect or missing parts.
- Installation - By combining the reports and written communication discussed earlier in this section, BPS monitors its installers daily to ensure each job is progressing and on-time. This proactive approach helps us keep constant communication with our customer on job status, completion time, and many other factors. Our installers are required to get a final sign off sheet while still on site and prior to final payment. This again, ensures that any issues identified were dealt with quickly and thoroughly so that the customer can be confident the area is safe, compliant, and ready to be enjoyed before we leave any project.

A successful Project Management Plan helps to successfully manage all four most critical aspects of each project!



Quality Control Plan

Planning

- Provide chart/plan to execute project to the client/customer with tentative installation dates and milestones

This is a detailed project management chart, likely a Gantt chart, used for planning and scheduling. It features multiple columns representing time periods and rows representing different project tasks. The chart includes various symbols, colors, and text annotations to indicate task status, dependencies, and milestones. The tasks listed include items like "Project Management", "Site Preparation", "Equipment Installation", and "Final Inspection". The chart is organized into sections, with some tasks spanning multiple time periods.

Vendor Management

- Compile scope definition for various vendors and installers
- Issue contracts to those vendors and installers
- Communicate timelines of deliveries to customer

Quality Management System

- Establish standard work process and procedures
- Turnover checklist
- Perfect photo log/training manual
- Deployment workflow with milestones and pain points

Closeout/Client Delivery

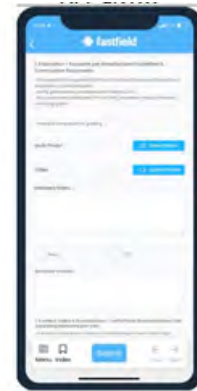
- Flash notifications to general contractors
- Remote based approval process
- Closeout tied directly to financial system

Quality Assurance During Install



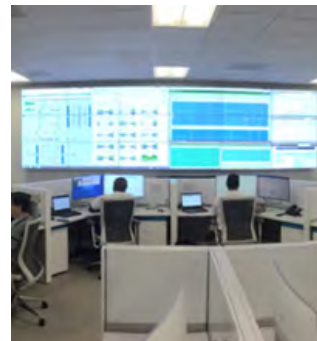
App Entry

- Selections prompt GC for deliverables
- Milestone Completion data from GC approved by Construction Manager



Audit Center

- Deliverables reviewed while GC is on site
- Minimize effort to engage vendor for corrections
- Audits performed FIFO with time tracking



Site Corrections

- GC corrects non-service impacting items concurrently
- Maximizes GC efficiency and output per day



Client Delivery

- Upon completion of GC acceptance, closeout materials are delivered





References

Booneville City Park

Client: City of Booneville

Project Location: Booneville City Park (110 Dallison Drive, Booneville, MS 38829)

Project Start: October 2020

Project Completion: April 2021

Cost: \$776,712.22 (original budget and final project cost were the same)

Team Members:

- Will McNeer, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Jim Barry, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Jon Hill
- 662-728-4132
- jhill@booneville-ms.gov





References

Korean Central Presbyterian Church

Client: Korean Central Presbyterian Church

Project Location: 15451 Lee Highway, Centreville, VA 20121

Project Start: February 2022

Project Completion: April 2022

Cost: \$466,054.57 (original budget and final project cost were the same)

Team Members:

- Kelly Lindsay, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Daniel Younger, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Inno Kim
- 703-815-1200
- ino.kim@kcpc.org





References

University School of Jackson

Client: University School of Jackson

Project Location: University School of Jackson (232 McClellan Road, Jackson, TN 38305)

Project Start: July 2019

Project Completion: December 2019

Cost: \$482,024.36 (original budget and final project cost were the same)

Team Members:

- Amanda Stacy, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- CJ Filliat, Asst. Project Coordinator
- Roger Tassin, Lead Installer
- Cassie Pruitt, CAD Designer

Client Contact Information:

- Matt Fite, Board of Trustees
- 731-431-2325
- mfite@hmcompany.com





References

Squirrel Ridge Park

Client: Alachua County Parks and Open Spaces

Project Location: Squirrel Ridge Park (1603 SW Williston Road, Gainesville, FL 32608)

Project Start: November 2020

Project Completion: February 2021

Cost: \$483,329.05 (original budget and final project cost were the same)

Team Members:

- DeWitt Gibbs, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Sandee Sod, Lead Installer
- Chris Yates, CAD Designer

Client Contact Information:

- Ed Williams, Capital Projects Coordinator
- 352-240-4168
- ewilliams@alachuacounty.us





References

Jennings Elementary

Client: Jefferson Davis Parish School Board

Project Location: Jennings Elementary (1603 South Lake Arthur Ave, Jennings, LA 70546)

Project Start: June 2022

Project Completion: September 2022

Cost: \$788,195.92 (original budget and final project cost were the same)

Team Members:

- June Rosenberg, Sales Representative
- Cindy Grudo, Project Coordinator
- Kristen George, Sales Manager
- Porsche Harris, Asst. Project Coordinator
- Roger Tassin, Lead Installer
- Kimber Scroggins, CAD Designer

Client Contact Information:

- Meghan Campbell, Director of Finance
- 337-824-1834
- meghan.campbell@jdpsbk12.org





Timeline

Below is a general outline of how we currently view the timeline of this project to go forward. However, we understand that there are timelines and deadlines that the Town may want us to adhere to, so this timeline is also very flexible.

We have been very successful in managing the manufacturing and installations of small and large play/recreation projects in the past and will ensure this one will follow suit, with timeline completion and accurate installation. By continuously having open communication, the entire process will be seamless. Timelines are based on estimated completion times, weather permitting. Note: This timeline does not include time it takes to pull a permit, should one be required.

Our manufacturer, Play & Park Structures, is currently working on an eight-week lead time.

Week Count	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Receive NTP															
Playground Manufacturing															
Playground Shipping															
Demolition, Site Preparation															
Installation of New Playground and Surfacing															
Final Inspection and Acceptance															

Install Warranty



Bliss Products and Services, Inc. (BPS) hereby warrants and guarantees the installation work for a period of one year from the date of substantial completion.

BPS will repair or replace to the satisfaction of the Owner any or all work that may prove defective in workmanship or materials within the guarantee period together with any other work which may be damaged or displaced in so doing. This guarantee does not cover equipment that is not maintained properly. It also does not cover ordinary wear and tear, vandalism, or an other unusual abuse or neglect of the property.



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759		CONTACT NAME: Meg Stover PHONE (AG, No, Ext): 770-382-8954 FAX (AG, No): 770-386-4081 EMAIL: MStover@hdins.com ADDRESS:	
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Specialty Underwriters 13037 INSURER B: Sentinel Insurance Co, Ltd 11000 INSURER C: Twin City Fire Insurance Co. 29459 INSURER D: Hartford Underwriters Insurance Company 30104 INSURER E: Certain Underwriters at Lloyd's, London INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 86463603

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL BSRM INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract & XCU ☒ \$5000 Deductible per claim GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		CSU0024940	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPIOP AGG \$3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY		20UECKN3349	7/29/2025	7/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$0		CSU0024939	1/17/2025	1/17/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	20WECAT3242	7/29/2025	7/29/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	IM-Installation		20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability		HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability		CSU00202058	1/17/2025	1/17/2026	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDER

CANCELLATION

Bliss Products & Services, Inc.
 6831 S. Sweetwater Rd.
 Lithia Springs GA 30122

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. L. Daniel

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Partnership with Play & Park

Since 1976, Play & Park Structures' (PPS) mission has centered around developing products, programs, and services that enhance classroom learning, create environmental awareness, promote physical activity, and build communities.



PPS has an appropriate play solution for a full spectrum of needs and aesthetics, including parks, schools, early childhood centers, churches, and community centers. Whether the project calls for a traditional playground or a creatively themed play space, the variety of styles and materials offered allows you to choose the perfect playground to complement your vision.

PPS is committed to meeting and/or exceeding ASTM safety standards to help create safer play environments for children. By having the industry's best warranty, PPS provides protection and assurance for your playground investment.

With PPS being a PlayCore business unit, we have access to one of the best manufacturing facilities in the industry. Our facility is ISO 9001 and 14001 certified and our products meet all industry standards. With a more than 400,000 square foot facility, PPS is well equipped to handle orders of large or small quantities.

BPS and PPS began their partnership over 14 years ago. We have since formed a great working relationship with PPS, creating open lines of communication between the two companies' internal teams. This direct communication allows us to ensure that the order goes from BPS to PPS without issues.

Play & Park's Standards/Safety



ISO 14001

We are proud to be ISO 14001 certified for our manufacturing facility in Fort Payne, AL, also referred to as the "Green Certification". ISO 14001 is an internationally recognized standard for environmental management, measurement, evaluation, and auditing. As an ISO 14001 certified company, Play & Park controls the impact of our activities, products, and services by implementing an Environmental Management System (EMS) that meets international standards, but is specific to the play products being produced.

ISO 9001

An industry certification process issued by International Organization for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection, and testing.

ADA

Access Board (The United States Architectural and Transportation Barriers Compliance Board) has completed the Accessibility Guidelines for Play Facilities as set forth in the Americans with Disabilities Act of 1990. The Final Report of the Regulatory Negotiation Committee is available via the internet.

IPEMA

In the interest of public playground safety, the International Playground Equipment Manufacturer's Association (IPEMA) provides a third party certification service whereby a designated independent laboratory, Detroit Testing Laboratory, Inc. (DTL), validates an equipment manufacturer's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, and 12.6.1; to CAN/CSA Z614, Children's Playspaces and Equipment, except clauses 9.8, 10, and 11, or both. The use of corresponding logo in Play & Park structures catalog signifies that PPS has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms to the requirements of the indicated standard.

Play & Park's Standards/Safety



ASTM

ASTM International is an independent and world-renowned developer of technical standards utilized in testing a multitude of products, ASTM's F15.29 committee met regularly for over a decade in the continual development of the F1487 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use. The original standard, F1487-93 was published in 1993 and subsequently replaced by the current version F1487-07a, published in May 2007.

CPSC

The Consumer Product Safety Commission (CPSC) is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication several times since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.



Play & Park's Quality

ADA Approved Holes

All Play & Park Structures decks and ramps have an ADA-compliant cluster punch to allow children of all abilities to play together. Transfer platforms feature large holes for gripping assistance when accessing structures.



Our Plastics

The color pigments used in our plastics have one of the highest ratings for light stability, providing the best color stability for color fastness. There are multiple color choices available for natural and modern settings.



Decks and Hardware

- Innovative curved bracing on each deck assures durable and sturdy decks.
- Plastisol and thermoplastic options are available for decks
- Tamper resistant hardware aids in the prevention of corrosion and helps reduce vandalism.



Play & Park's Color Palettes



Color Palettes

Choose from one of our 24 most popular color palettes or create a custom palette of your own!

Rainwater

	Blue Roto Plastic 1
	Gray Roto Plastic 2
	Azure Uprights
	Blue Metal Accents
	Gray Decks
	Blue HDPE
	Gray/Black 2-Color HDPE
	Deep Sea Shade



Clear Sky

	Blue Roto Plastic 1
	Gray Roto Plastic 2
	Sky Blue Uprights
	Orange Metal Accents
	Gray Decks
	Gray HDPE
	Gray/Black 2-Color HDPE
	Cloud Shade



Oceanside

	Sky Blue Roto Plastic 1
	Royal Purple Roto Plastic 2
	Sea Mist Uprights
	Sea Mist Metal Accents
	Brown Decks
	Sky Blue HDPE
	Sky Blue/White 2-Color HDPE
	Sky Shade



Secret Cove

	Sky Blue Roto Plastic 1
	Blue Roto Plastic 2
	Champagne Uprights
	Chartreuse Metal Accents
	Gray Decks
	Blue HDPE
	Blue/White 2-Color HDPE
	Deep Sea Shade



Waterfall

	Sky Blue Roto Plastic 1
	Blue Roto Plastic 2
	Spring Green Uprights
	Spring Green Metal Accents
	Blue Decks
	Blue HDPE
	Sky Blue/White 2-Color HDPE
	Deep Sea Shade



Peacock

	Periwinkle Roto Plastic 1
	Royal Purple Roto Plastic 2
	Periwinkle Uprights
	Spring Green Metal Accents
	Blue Decks
	Spring Green HDPE
	Spring Green/White 2-Color HDPE
	Tree Frog Green Shade



Play & Park's Color Palettes



Juneau

	Azure
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Brown
	Uprights
	Chartreuse Metal Accents
	Gray Decks
	Brown HDPE
	Azure/White 2-Color HDPE
	Azure Shade



Coral Reef

	Chartreuse
	Roto Plastic 1
	Azure
	Roto Plastic 2
	Metallic Uprights
	Orange Metal Accents
	Gray Decks
	Orange HDPE
	Orange/White 2-Color HDPE
	Azure Shade



Limestone

	Chartreuse
	Roto Plastic 1
	Gray
	Roto Plastic 2
	Bronze Uprights
	Azure Metal Accents
	Gray Decks
	Gray HDPE
	Azure/White 2-Color HDPE
	Cloud Shade



Honeydew

	Orange
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Ocean Uprights
	Butterscotch Metal Accents
	Gray Decks
	Orange HDPE
	Orange/White 2-Color HDPE
	Azure Shade



Recharge

	Azure
	Roto Plastic 1
	Chartreuse
	Roto Plastic 2
	Blue Uprights
	Chartreuse Metal Accents
	Gray Decks
	Blue HDPE
	Blue/White 2-Color HDPE
	Deep Sea Shade



Captivate

	Gray
	Roto Plastic 1
	Orange
	Roto Plastic 2
	Bronze Uprights
	Bronze Metal Accents
	Gray Decks
	Orange HDPE
	Gray/Black 2-Color HDPE
	Graphite Shade



Play & Park's Color Palettes



Color Palettes

Choose from one of our 24 most popular color palettes or create a custom palette of your own!

On The Rocks

Gray	Roto Plastic 1
Brown	Roto Plastic 2
Ocean	Uprights
Ice Mint	Metal Accents
Brown	Decks
Brown	HDPE
Brown/White	2-Color HDPE
Cloud	Shade



Safari

Chartreuse	Roto Plastic 1
Green	Roto Plastic 2
Bronze	Uprights
Chartreuse	Metal Accents
Gray	Decks
Brown	HDPE
Brown/White	2-Color HDPE
Evergreen	Shade



Courtyard

Burgandy	Roto Plastic 1
Green	Roto Plastic 2
Sage	Uprights
Bronze	Metal Accents
Brown	Decks
Green	HDPE
Brown/White	2-Color HDPE
Evergreen	Shade



Succulent Garden

Green	Roto Plastic 1
Gray	Roto Plastic 2
Vanilla	Uprights
Champagne	Metal Accents
Gray	Decks
Green	HDPE
Green/White	2-Color HDPE
Evergreen	Shade



Thicket

Beige	Roto Plastic 1
Green	Roto Plastic 2
Green	Uprights
Beige	Metal Accents
Brown	Decks
Green	HDPE
Green/White	2-Color HDPE
Evergreen	Shade



Fresco

Periwinkle	Roto Plastic 1
Spring Green	Roto Plastic 2
Ice Mint	Uprights
Spring Green	Metal Accents
Brown	Decks
Green	HDPE
Green/White	2-Color HDPE
Evergreen	Shade



Play & Park's Color Palettes



Spring

	Yellow
	Spring green
	Metallic
	Orange
	Blue
	Spring Green
	Spring Green/White
	Sky



Unity

	Yellow
	Blue
	Red
	Yellow
	Blue
	Yellow
	Blue/White
	Deep Sea

Caterpillar

	Red
	Yellow
	Sky Blue
	Spring Green
	Blue
	Red
	Spring Green/White
	Sky



Castle Rock

	Blue
	Red
	Beige
	Azure
	Gray
	Red
	Azure/White
	Deep Sea

Gingersnap

	Orange
	Sky Blue
	Champagne
	Orange
	Gray
	Blue
	Sky Blue/White
	Cloud



Nation's Best

	Red
	Blue
	White
	Blue
	Blue
	Red
	Red/White
	Deep Sea

Play & Park's Warranty



play&park
structures®

A PLAYCORE Company

544 Chestnut Street
Chattanooga, TN 37402
Phone: 888-404-5737
Email: customerservice@playandpark.com

Play & Park Structures Warranties

Play & Park Structures provides warranties on all materials and workmanship for one year, excluding vandalism. In addition, Play & Park Structures offers:

Limited Lifetime Warranty* on:

- Supermax, Duramax, totMax, Boulderscapes, Skyline, and Horizons uprights
- Hardware

20 Year Limited Warranty on:

- Recycled Plastic Lumber

15 Year Limited Warranty on:

- Rotationally molded products
- Metal decks, pipes, rings, rails and loops

10 Year Limited Warranty on:

- Redwood and pressure treated wood
- Integrated shade products
- Site furnishings
- Fiberglass signs

5 Year Warranty on:

- Swing Seats
- Nylon-covered cable net climbers and components
- HDPE Panels

3 Year Warranty on:

- "C" Springs for spring bouncers

1 Year Warranty on:

- All other Play & Park Structures products including moving parts
- Nylon rope products
- HDPE components
- Powder coated parts

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use.

Warranties are valid only if products are installed and maintained in accordance with Play & Park Structures instructions and use approved parts

At Play & Park Structures, we stand behind our product and are committed to the highest level of customer satisfaction.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose; that the Product and all parts will be free from defects in material and manufacturing workmanship.

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the form of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Contractor Name Bliss Products and Services, Inc.

Address 1631 S. Sweetwater Rd.

Town, State, Zip Lithia Springs, GA 30122

Contact Gregg Bliss, President

Person Phone

Number 800-248-2547

Email Address info@blissproducts.com

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Bid form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Bid form, and has checked the same in detail before submitting said Bid; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Bid. That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract. The Town will supply materials unless otherwise noted. The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid:

Name of Contractor Bliss products and services, inc.

Authorized Signature Gregg Bliss

Name and Title of Signatory Gregg Bliss, President

Date 12/16/25

Type of Organization (circle one): Corporation Partnership Proprietorship

SEAL:
(If corporation)

COMPANY BACKGROUND

Company Name Bliss Products and Services, Inc.

Main Office Location Lithia Springs, GA

Year Founded 1984

Project Manager Name Jessica McCleary

Project Manager Phone 800-248-2547

Project Manager Email jmcclary@blissproducts.com

Years of Experience 10+

Has the company ever operated under another name? If yes, what name?

NO

Do you have the equipment and staff available to start within 10 days of notice to proceed?

YES

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the Town of La Plata?
If yes, when and what type of work.

NO

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project _____

Owner of Project _____

Address of Project _____

Contact _____

Phone Number _____

Email Address _____

Description of Work

see enclosed references.

Comments

Exhibit B
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

RESOLUTION 2640 DATE (MM/DD/YYYY)

Attachment 1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER HDINS, Inc dba Harry Daniel Insurance P.O. 2077 Cartersville, GA 30120 www.hdins.com AYP070759	CONTACT NAME: Meg Stover PHONE (A/C, No, Ext): 770-382-8954 FAX (A/C, No): 770-386-4081 E-MAIL ADDRESS: MStover@hdins.com														
INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Cincinnati Specialty Underwriters</td><td>13037</td></tr><tr><td>INSURER B: Sentinel Insurance Co, Ltd</td><td>11000</td></tr><tr><td>INSURER C: Twin City Fire Insurance Co.</td><td>29459</td></tr><tr><td>INSURER D: Hartford Underwriters Insurance Company</td><td>30104</td></tr><tr><td>INSURER E: Certain Underwriters at Lloyd's, London</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters	13037	INSURER B: Sentinel Insurance Co, Ltd	11000	INSURER C: Twin City Fire Insurance Co.	29459	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E: Certain Underwriters at Lloyd's, London		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 86463603**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract & XCU ☒ \$5000 Deductible per claim GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			CSU0024940	1/17/2025	1/17/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$10,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
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A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$0			CSU0024939	1/17/2025	1/17/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Occur/Aggregate \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			20WECAT3242	7/29/2025	7/29/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	IM-Installation			20SBABA5WVT	4/19/2025	4/19/2026	\$100,000
E	Professional Liability			HPL25-0081	4/28/2025	4/28/2026	\$1,000,000 per claim/aggregate
A	Network Security & Electronic Media Liability			CSU0202058	1/17/2025	1/17/2026	\$100,000 per claim/aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--See Attached Remarks Schedule--

CERTIFICATE HOLDERBliss Products & Services, Inc.
6831 S. Sweetwater Rd.
Lithia Springs GA 30122**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

H. L. Daniel

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY HDINS, Inc dba Harry Daniel Insurance		NAMED INSURED Bliss Products and Services, Inc. 6831 S. Sweetwater Rd. Lithia Springs GA 30122	
POLICY NUMBER See corresponding Certificate Number: 86463603		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** ACORD 25 (03/16)

HOLDER: Bliss Products & Services, Inc.

ADDRESS: 6831 S. Sweetwater Rd. Lithia Springs GA 30122

Information provided by this certificate (including any addendum/attachment) is strictly limited per State of Georgia statute OCGA 33-24-19.1.

GENERAL LIABILITY: Additional insured for ongoing and completed operations, on a primary and non-contributory basis, when required by executed written contract per form, CSGA437 12/13.

GENERAL LIABILITY: Waiver of subrogation when required by executed written contract per form, CSGA4087 12/12.

AUTO LIABILITY: Additional insured, on a primary and non-contributory basis, and waiver of subrogation when required by executed written contract per form, HA9916 12/21.

EXCESS LIABILITY: General Liability, Auto Liability and Workers' Compensation policies are all listed on the Schedule of Underlying Insurance. Additional insured and waiver of subrogation per forms, CSCX100 02/13 and CSCX 207 10/20.

WORKERS' COMP: Waiver of subrogation when required by executed written contract per form, WC000313.

COUNCIL OF THE TOWN OF LA PLATA
Resolution 26-09

Introduced By: Mayor Jeannine E. James, by request

Date Introduced: January 27, 2026

Date Adopted:

Date Effective:

A RESOLUTION concerning

Appointment of Town Attorney

FOR the purpose of appointing Todd K. Pounds as Town Attorney; and all matters generally relating thereto.

* * * * *

WHEREAS, access to professional legal counsel is fundamental to effective municipal governance; and

WHEREAS, the qualifications, powers, and duties of the Town Attorney are defined in the Town Charter; and

WHEREAS, the Town Attorney provides essential guidance on compliance with state and local law, proper procedures for Council action, interpretation of town ordinances and policies, and protection of the Town's legal interests; and

WHEREAS, the appointment of a Town Attorney Town appointment ensures the Town maintains the legal infrastructure necessary to pursue strategic plan goals across all five strategic priority areas while operating within appropriate legal frameworks; and

WHEREAS, appointment of qualified legal counsel contributes to the institutional sustainability of Town government by providing continuity in legal services, preserving institutional knowledge through proper documentation of legal opinions and advice, and establishing clear processes for legal review that will serve the Town for years to come; **AND**

WHEREAS, the Council of the Town of La Plata considers Todd K. Pounds of Alexander & Cleaver, Alexander & Cleaver, Professional Association, to be qualified to exercise the powers and perform the duties of the Town Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that Todd K. Pounds shall serve as Town Attorney in accordance with Town Charter § C9-2 and the Town Code;

AND BE IT FURTHER RESOLVED BY THE COUNCIL OF THE TOWN OF LA PLATA that compensation related to this appointment shall be made in accordance with the terms and conditions outlined in the firm's engagement letter dated January 14, 2026, attached hereto as Attachment 1 and incorporated herein by reference, effective January 28, 2026.

ADOPTED AND APPROVED by the Council of the Town of La Plata on _____.

SEAL:

COUNCIL OF THE TOWN OF LA PLATA

Jeannine E. James, Mayor

Paul C. Guttenberg, Councilman

Patrick McCormick, Councilman

ATTEST:

Gregory Sampson, Jr., Councilman

Shelby Pritchett
Town Clerk

Tyjon C. Johnson, Councilman

Date_____

ALEXANDER & CLEAVER

ATTORNEYS AT LAW

Professional Association

James A. Cleaver ^{MD DC}
Todd K. Pounds ^{MD DC}
Jason A. DeLoach ^{MD DC}

Maryland • District of Columbia •
Tele: (301) 292-3300 Fax: (301) 292-3264
www.alexander-cleaver.com
Toll Free: (800) 292-LAWS

RESOLUTION 26-09

Attachment 1

6710 Oxon Hill Road, Suite 330
Oxon Hill, Maryland 20745

Admitted to Practice in State

January 14, 2026

Town of La Plata
305 Queen Anne Street
P.O. Box 2268
La Plata, MD. 20646

Re: Municipal Legal Services Retainer

Dear Client:

I am honored that the Town of La Plata has selected our firm to provide legal services. I look forward to working with you, the Council, and staff moving forward.

We have accepted employment based upon our law firm's courtesy hourly billing rates plus reimbursement for out-of-pocket costs. The agreed upon hourly rate is \$200.00 per hour. We will furnish you with monthly itemized billing statements that set forth in detail the nature and extent of services and charges billed to your account. This statement will also break down which attorney performed the work and the applicable billing rate. Our firm will bill quarter hour (.25) increments. These charges will include attorneys' time expended and various out-of-pocket costs including mailing, mileage, copying, fax, and other similar types of out-of-pocket costs. Alexander & Cleaver, P.A. will provide client with at least a 90-day notice if our firm terminates legal services.

Please remember, if there is ever a question or explanation needed for any of our invoices, I encourage you to contact me or Kevin Pounds, our Billing Specialist, and we will always attempt to satisfy any inquiries.

Please review this letter carefully. If you have any questions regarding the above, please do not hesitate to contact me. If you wish our law firm to represent you based on the information contained in this letter, please indicate your agreement by signing this letter.

Thank you for your cooperation, and I look forward to working with you.

Very truly yours,

ALEXANDER & CLEAVER, P.A.

By:



TODD K. POUNDS

SEEN AND AGREED:

TOWN OF LA PLATA

By: _____

Date _____

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of our engagement as your lawyers and supplements our engagement letter and/or confirmation of engagement email. Unless modified in writing by mutual agreement, these standard terms are an integral part of our engagement with you. Therefore, we ask that you review the standard terms in connection with the engagement letter and/or confirmatory engagement email carefully and contact us promptly if you have any questions.

THE SCOPE OF SERVICES

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. The scope of services is set forth in the engagement letter and/or confirmatory engagement email.

WHO WE REPRESENT

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and/or confirmatory engagement email and does not include any affiliates of such person or entity (i.e., if you are a corporation, a related entity or an officer, director or shareholder; i.e., if you are an individual, a spouse or child or company for which you may own or be employed). Accordingly, for conflict of interest purposes, we may represent another client with interest adverse to any such affiliate without obtaining your consent. It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

WHO WILL PROVIDE THE LEGAL SERVICES

Alexander & Cleaver ("Firm") utilizes a team approach designed to provide the highest quality legal services. Customarily, each client of the Firm is served by a principal attorney contact or lead attorney. You are free to request a change of principal or lead attorney at any time.

Subject to the supervisory role of the principal attorney or lead attorney, your work, or parts of it, may be performed by other lawyers and legal assistants in the Firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special experience in a given area or for the purpose of providing services on the most efficient and timely basis along with availability. Whenever practical, we will advise you of the names of those attorneys and legal assistants who will work on your matters.

HOW FEES ARE SET

In determining the amount to be charged for the legal services we provide to you, we will consider:

- The time and effort required, the novelty and complexity of the issues presented and the skill required to perform the legal services promptly;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client including substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services.

Among these factors, the time and effort required are typically weighted most heavily. We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf and other related matters. We record our time in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. These rates are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors. Client specifically and intentionally instructs and gives his/her/its informed consent to consider said charges earned upon services being rendered.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, when requested, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

ADDITIONAL CHARGE OUT OF POCKET EXPENSES AND OFFICE EXPENSES

We will charge you not only for legal services rendered but also for other ancillary services provided and office and out-of-pocket expenses incurred in conducting our representation. Examples of office expenses include charges for long-distance telephone calls, mailing and packaging, express delivery, in-house messenger deliveries, computerized research services and the use of our facsimile and photocopy machines and binding equipment. While our charges for these services are measured by use, they do not, in all instances, reflect our actual out-of-pocket costs. For many of these items, the true cost of providing the service is difficult to establish. While we are constantly striving to maintain these charges at rates that reflect actual costs, in some instances, the amounts charged may exceed or be less than the actual costs to the Firm. Examples of out-of-pocket expenses include, but are not limited to, any fees (court, filing, service, expert witness, expert reports, expert testimony, administrative agency charges,

transcripts, deposition) and expenses (hotel, travel, mileage, tolls, parking) incurred in connection with the representation. We reserve the right to require you to pay us for that estimated payment in advance, and/or reserve the right to request that you make direct arrangements with the entity providing services with regard to your matter. In some situations we can arrange for these ancillary services to be provided by third parties with direct billing to you or reimbursement to us.

RETAINER AND TRUST DEPOSITS

Clients of the Firm are commonly asked to deposit a retainer with the Firm. If you deposit a retainer with us, you grant us a security interest in that deposit. Typically, the retainer is equal to the fees and costs likely to be incurred in our startup phase of our representation of you. Unless otherwise agreed, the retainer must be replenished to the original level upon receipt of each statement. The deposit will be credited toward your unpaid invoices. At the conclusion of our legal representation, the remaining balance will be returned to you. If the retainer deposit proves insufficient to cover upcoming anticipated expenses and fees, it may have to be increased.

Deposits that are received to cover specific items will be disbursed as provided in our agreement with you and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All retainer deposits we receive from you will be placed in a trust account for your benefit. By court rule in each jurisdiction in which the Firm has an office, your deposit will be placed in a pooled account if it is not expected to earn a net return, taking into consideration the size and anticipated duration of the deposit and the transaction costs. Any interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule.

TERMINATION

You may terminate our representation at any time, with or without cause, by notifying us. If such termination occurs, papers and property which you have provided to us will be returned to you promptly upon receipt of payment for outstanding fees and costs including those incurred in preparing a copy of the your file for retention by the Firm. Our own files pertaining to the case will be retained. Your termination of our services will not affect your responsibility for payment of legal services rendered and charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to codes of professional responsibility for the jurisdictions in which we practice. These codes list several types of conduct/circumstances that require or allow us to withdraw from representing a client, including: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice or conflict of interest with another client. We try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we give the client written notice of withdrawal and if required obtain court approval.

BILLING TERMS OF PAYMENT

We will bill you on a regular basis, normally each month, for both fees and costs. You agree to make payment upon receipt of the statement. Unpaid fees and costs accrue interest at the maximum non-compounded rate permitted by state law (but not exceeding 1.5% per month) from the beginning of the month following the month they become overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no interest will be charged.)

If your account becomes delinquent, you fail to bring the account or the retainer deposit current and you do not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees and reasonable attorney's fees.

We reserve the right to recover any outstanding arrearages owed to this firm from any settlement in your legal matter. In that event, we will send you the balance of any settlement after we make the adjustments for our fees. Notwithstanding, we expect payment on all monthly bills to keep your account fully satisfied at all times without arrearages.

In the event that the retainer is exhausted, I hereby authorize the Firm to charge my credit card, account number, which is on file, by the 20th day each month so that my bill is paid each month and I do not have an unpaid bill accumulating from month to month. If I have a question or concern about any charge on my bill, I must notify the Firm by the 15th of each month after receipt of the bill. Failure to notify the Firm by that time constitutes my affirmative certification that the bill is accurate and my consent to charge my credit card for the amount owed in the bill. If for any reason this credit card reaches a maximum limit or for any other reason becomes unavailable, I will immediately provide another credit card authorization to the Firm.

CASE FILES

Minimum fees and costs are charged for file retrieval requested by you after the conclusion of a matter. You expressly agree that a case file may be destroyed by the Firm **three years** after the conclusion of the matter unless you specifically instruct us in writing to the contrary and we are able to agree to another method of disposition of your file.

FEES ARE NOT PREDICATED ON OUTCOME

Neither the law firm of Alexander & Cleaver, P.A. nor any of its attorneys or staff can guarantee any particular legal result. Therefore our fees cannot be predicated on the outcome of your matter or any portion thereof.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best

professional judgment but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

EMAIL COMMUNICATIONS BY INDIVIDUAL CLIENTS

Several recent Court decisions have made it clear that if the Firm represents you as an individual, as opposed to representing your employer, your client email communications through an employer's site or on its server have no expectation of privacy and are therefore not privileged, and the emails can be legally obtained by the opposition. By retaining this Firm, if you are an individual client, you agree that you will not send or receive emails through your employer's account and that all email communications will be conducted through your own personal, password protected account. If you don't have a personal account, you agree to get one and check it frequently. Please understand that the lawyers of the Firm will not check to see if you are using your employer's email address, and if you send emails through your employer's system, and if the Firm responds to them, you are doing so at your own risk and the Firm will not be held responsible.