



CITY OF NEW CARROLLTON

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RFQ-2023-01

Questions and Answers for the New Carrollton Community Center Feasibility Study Request for Qualifications

On August 4, 2022, the City of New Carrollton received a list of questions pertaining to the RFQ-2023-01.

Question 1

The RFQ notes that AB Consultants determined the site could support a 15,000-SF building. Is the intent to raze the existing building and build a new building or to reuse and renovate the existing building? Or should the study address both possibilities?

Answer: The intent is to raze the existing building and construct a new facility.

Question 2

Does the City have a preference for the type of firm that serves as prime for the contract (i.e. an economics/planning firm, an architecture or engineering firm, etc.)?

Answer: The City has no preference for the type of firm that will serve as the prime contract firm.

Question 3

In addition to determining potential construction costs, as is referenced on page 3 of the RFQ, is any conceptual design for the new or renovated facility expected as part of the study deliverables (floor plans, site plan, renderings, etc.)?

Answer: Yes, the City would like conceptual design renderings, site plans, floor plans, etc.

Question 4

What is the budget for the feasibility study?

Answer: The City has allocated \$75,000.

Question 5

Does the City have a standard contract that the selected firm will be expected to sign and if so, can you please share a copy of it?

Answer: The City does have a standard agreement that is attached to this document.

On September 2, 2022, the City of New Carrollton received a list of questions pertaining to the RFQ-2023-01.

Question 1

Can you provide a copy of the Phase 1 environmental assessment and feasibility study?

Answer: The City is not making available the Phase 1 environmental assessment and feasibility study.

Question 2

Does the new Community Center Project have a budget defined yet? Or is this process part of the defining that?

Answer:

No. The City does not as yet have a defined budget for this project; and yes, this process is part of defining that budget.

Question 3

Do you have an overall schedule (after the project kick-off in November) or major milestones?

Answer:

The City is expecting to have an overall schedule with major milestones developed after the project kick-off in November 2022.

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2022, by and between the City of New Carrollton, a municipal corporation of the State of Maryland (“City”) and _____, (“Contractor”) with principal offices located at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided: The Contractor shall provide the following services for the City:

_____, (“the Services”). The Services shall be provided as detailed in the Contract Documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference:

Contractor agrees to accept the City’s schedule and budget and to complete the Services within _____ thirty () days from the date of the Notice to Proceed. The contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the Services within the City’s established budget and schedule. The contractor further acknowledges that the project hereunder must be completed within the _____ () days’ time frame, as time is of the essence and that the City reserves the right to set-off and/or reduce the price paid by a sum certain equivalent to that paid to any other entity to ensure completion within the stipulated time frame, where Contractor fails to meet the _____ () days from date of Notice to Proceed deadline.

It is understood by the parties hereto that time is of the essence in the completion of the Services required by this Agreement. There shall be no modification of this Agreement unless both the City and Contractor agree thereto in writing prior to the effective date of such modification.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the “Contractor’s Equipment”).

2. Fees: The City hereby agrees to pay Contractor, as full consideration for Contractor’s satisfactory performance of its obligations under this Agreement, a sum not to exceed

_____ (\$_____) payable in the following manner: _____

_____. Prior to the City’s payment of

the aforementioned amount, the Contractor shall send an invoice to the City for each amount to be paid pursuant to this Agreement. Each invoice to the City shall document and describe to the reasonable satisfaction of the City the work being invoiced. Upon receipt of such invoice, the City shall send Contractor a check in payment for all undisputed amounts contained in the invoice within thirty (30) days. Partial billings may be approved at the sole discretion of the City. The City shall not be responsible for the payment of any change order submitted by Contractor that is for work that was not approved by the City in writing, in advance of Contractor incurring the cost.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

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

5. Insurance: Contractor covenants to maintain all applicable insurance in such amounts and form as are determined by the City, in its sole discretion, from time to time to be appropriate. Contractor further agrees to provide evidence of such insurance upon request by the City and to provide evidence of the insurance required below upon signing this Agreement. The Certificates

of Insurance shall be for an occurrence based policy or policies and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required to be given to the Contractor by the terms of Contractor's policy or policies of insurance, and provide copies of the relevant provisions of said policies to the City with the Certificates. Said insurance is to also cover personal injury claims with a minimum liability limit of one million dollars (1,000,000.00). **All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.**

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. **Workers' Compensation Insurance:** Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

B. **Comprehensive General Liability Insurance:** Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. **Personal injury liability** insurance with a limit of **\$1,000,000.00** for each occurrence and **\$1,000,000.00** aggregate, where insurance aggregates apply:

2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

3. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(a) Bodily injury liability with limits of \$500,000.00 each person and

\$1,000,000.00 each accident;

(b) Property damage liability with a limit of \$100,000 each accident.

6. Doing Business in Maryland: Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

7. Compliance with Laws: The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

8. Indemnification: The Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the City in defending any such claim. Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Contractor's property or property of third parties that Contractor stores at the construction site and/or is maintained/used by the Contractor in delivery of the services the Contractor is providing.

9. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior written approval of the City.

10. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable

relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

11. City's Right to Terminate: The services herein contracted for may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

12. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

13. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

14. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the New Carrollton City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

15. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

16. Severability: If any term or provision of this Agreement shall be held invalid or

unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

17. Record Retention, Audits and Inspections: The Contractor shall:

(a) Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

(b) Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

18. Miscellaneous Contractor Representations

By signing this Agreement, Contractor warrants that it has inspected the site of the proposed project and has acquainted itself with all applicable laws, ordinances and regulations, and has otherwise thoroughly familiarized itself with all matters that may affect the performance of the Services. Accordingly, no concession will be made because of any claimed lack of understanding or lack of information by Contractor.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR:

BY: _____
Signature of Person Authorized to Sign

Typed Name/Title of Signatory

Federal I.D. Number: _____

Full Name of Contractor

Telephone Number: _____

Address

FAX Number: _____

City State Zip Code

Email: _____

WITNESS:

CITY OF NEW CARROLLTON

BY: _____