

**City of College Park, Maryland
RFQ CP-10-04**

**Request for Qualifications for
Architecture/Landscape Architecture/Urban Design Services
For Preparation of a Single Family Residential
Pattern Book**

The City of College Park is seeking qualifications from architecture, landscape architecture and urban design firms for services to develop an architectural pattern book for single-family residential renovation and infill construction. The pattern book is intended to provide guidance to homeowners, builders, developers, and architects on appropriate architectural detailing, massing, siting and related techniques to ensure that additions, renovations and infill development relate contextually to existing neighborhood patterns and styles.

Copies of the RFQ package, including a project description and submission requirements, and required affidavits, are available from the Planning Department, 4500 Knox Road, College Park, Maryland 20740, Monday - Friday 9:00 am - 5:00 pm (telephone 240-487-3538) or may be downloaded from the City's website at www.collegeparkmd.gov.

Responses to this RFQ may be submitted in hard copy or electronically, in accordance with the requirements specified in the RFQ. Hard copy submissions should be marked **Preparation of a Single Family Residential Pattern Book, CP-10-04** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than Monday, August 2, 2010 at 4:00 PM. Electronic submissions will be accepted via e-mail to evitale@collegeparkmd.gov with the same deadline.

The City of College Park, Maryland is an Equal Opportunity Employer. Discrimination based on age, race, sex, handicap or national origin is expressly prohibited.

The City reserves the right to reject any and all proposals not in the best interest of the City. The contact person for this solicitation is Elisa Vitale, AICP, Senior Planner, telephone 240-487-3538, FAX 301-887-0558, e-mail evitale@collegeparkmd.gov.

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RFQ CP-10-04**

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A. GENERAL INFORMATION

The City of College Park is requesting qualifications from architecture, landscape architecture and urban design firms for services to develop an architectural pattern book for single-family residential renovation and infill construction. The pattern book is intended to provide guidance to homeowners, builders, developers, and architects on appropriate architectural detailing, massing, siting and related techniques to ensure that additions, renovations and infill development relate contextually to existing neighborhood patterns and styles.

The pattern book will provide technical information that can be applied to renovation and rehabilitation projects, as well as to new infill construction of single-family owner occupied homes. The City's housing stock consists primarily of single-family detached units (67 percent of the housing stock), with over half of the City's housing units built prior to 1960. The pattern book should serve as a guide to appropriate design and should offer direction on how to implement appropriate design features. The pattern book may include a detailed series of design recommendations comprised of a combination of photographic and floor plans, graphics, site plans, rendered examples and narrative descriptions. Recommendations should be based on representative housing types found in City neighborhoods. The pattern book is intended to instill pride in homeowners and encourage them to reinvest in their property while maintaining the unique character of their homes and neighborhoods.

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A specific scope of services and contract for the project will be negotiated with the selected firm. Responses to this RFQ may be submitted in hard copy or electronically, in accordance with the requirements specified in the RFQ. Hard copy submissions should be marked **Preparation of a Single Family Residential Pattern Book, CP-10-04** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than Monday, August 2, 2010 at 4:00 PM. Electronic submissions will be accepted via e-mail to evitale@collegeparkmd.gov with the same deadline.

B. BACKGROUND

As an older, inner-beltway community, College Park is essentially built out. It is a mature suburb with an older housing stock primarily built in the 1900s. Much of this housing is in need of updating to meet current lifestyles and maintain healthy neighborhood environments.

Each of College Park's eleven single-family residential neighborhoods consists of a unique combination of physical conditions and social elements. Housing styles vary within each neighborhood nearly as widely as they do throughout the entire city. Furthermore, owners continue to improve and expand existing residences and frequently apply to the City's Advisory Planning Commission for variances from the Prince George's County zoning requirements, particularly with respect to lot coverage and setbacks.

There are still a number of individual undeveloped parcels throughout the City that provide an opportunity for new infill construction of single-family residential properties. The Prince George's County Code does not contain specific guidelines for infill development; it addresses only basic zoning considerations such as the minimum allowed setbacks and lot coverage. A pattern book is particularly important for infill development because it helps ensure that such development fits the architectural character of the existing neighborhood.

C. DESCRIPTION OF PROJECT

As currently conceived, the pattern book will take the form of non-binding recommendations to be distributed to homeowners and the building and development community in a variety of ways. The primary means of distribution will be the posting of a PDF file on the City's website.

There are several distinct neighborhoods of varying character due to differing periods of development, different lot sizes and other factors. Additionally, the City has two historic districts – the Calvert Hills Historic District, which is listed on the National Register of Historic Places and the Old Town College Park Historic District, which is a local, Prince George's County historic district with adopted Design Guidelines. To adequately address contextual design within this framework, it is expected that the successful consultant will spend time evaluating the historical patterns of development and resulting types of development, incorporating recommendations that are uniquely appropriate to the range of housing types found throughout the City's eleven neighborhoods.

There are a number of documents and resources that may prove useful in the development of the pattern book and the City will provide the following information to the consultant.

- City of College Park Comprehensive Plan, A Vision of College Park in the 21st Century, 1995
- City of College Park Housing Plan, 2003
- Calvert Hills National Register Historic District Nomination Form
- Berwyn National Register Historic District Nomination Form
- Old Town College Park Local Historic District Nomination Form and Design Guidelines
- Historical research on Lakeland, Daniels Park, and Berwyn neighborhoods
- Neighborhood Analysis conducted for the US 1 Corridor Sector Plan and Sectional Map Amendment Update
- Photos of representative houses in the neighborhoods
- Analysis of approved variances

D. PROPOSED SCOPE OF WORK

The City of College Park is seeking a consultant to develop a pattern book for City neighborhoods. The following elements are listed to provide direction to the project goals; it is expected that the selected consultant will work with City staff to determine an appropriate project approach and study methodology and final scope of work.

The pattern book should address, at a minimum, the concerns and review criteria listed below. The qualifications submitted should reflect a firm's capacity for effectively addressing the following:

1. New construction, additions to existing structures, and rehabilitation of existing structures – Guidelines should focus on making functionally obsolete housing stock more viable while remaining architecturally compatible.
2. Historical and neighborhood context – Guidelines shall include the means to determine the appropriate context for a given site based on its neighborhood location or predominant patterns and styles within the immediate surroundings.
3. Building massing, composition, orientation, and organization – Provide detailed recommendations for the organization and arrangement of building components to reflect appropriate styles consistent with established patterns and historically appropriate patterns.
4. Fenestration – Provide recommendations for the appropriate style, composition and arrangement of windows and doors.
5. Porches, dormers, chimneys – Establish a design vocabulary, which articulates appropriate introduction of such elements, and the accompanying details, dimensions and elements of craftsmanship, which assure their success.
6. Accessory structures – Provide examples of appropriate location, styles and details for structures such as fences and walls, terraces, patios, decks, swimming pools, garages, sheds, and similar accessory structures.
7. Landscaping – Development of appropriate landscaping standards reflective of neighborhood, period or style.
8. Energy Saving/Green Building – Provide recommendations for energy saving and or green building measures.

The City expects assistance with the following three phases of development for the pattern book:

Phase 1: Project Initiation

The consultant will work with the City to finalize scope of services and execute a “not to exceed” contract.

Phase 2: Existing Document Review and Site Reconnaissance

The consultant will review pertinent City and County documents (listed above) that relate to this project. The consultant will conduct any necessary fieldwork.

Phase 3: Framing the Product

The consultant will work with the City to select the housing types and styles for inclusion in the pattern book. The consultant also will identify the common design challenges to be addressed. The consultant and the City will review alternative formats and determine the most effective means for distributing/publishing the pattern book.

Phase 4: Produce Draft Document

The consultant will prepare a draft outline of the pattern book. Upon approval of the outline, the consultant will prepare a draft version of the pattern book. On a step-by-step basis, City staff will review the draft and the consultant will incorporate revisions into the document.

Phase 5: Produce Final Product

The consultant will present the draft pattern book to staff, Advisory Planning Commission, and the Mayor and Council at one or more meetings. These meetings may generate the need to make further revisions that the consultant will incorporate into the final document. The consultant will produce the final product for distribution/publication.

E. SUBMITTAL REQUIREMENTS

To be considered for this project, the consultant must submit an informative statement of qualifications to the City, which includes the following information, organized in the following manner to facilitate review:

1. Letter of interest signed by an Authorized Representative – The consultant will provide a cover letter summarizing the experience and qualifications of the firm or firms to be involved in the project.
2. Submitting firm information – A profile of the firm or firms submitting the proposal, including all contact information, as well as resumes of individuals proposed for the project. This information also should include hourly rates for proposed staff.
3. Recommended Approach to Project – The consultant will describe its recommended approach towards the development and preparation of the pattern book.
4. Examples of Similar Work – The consultant will provide examples of at least three other similar projects that it has completed, including references.
5. Required City Affidavits, included in this request for qualifications.

Responses to this RFQ may be submitted in hard copy or electronically, in accordance with the requirements specified in the RFQ. Hard copy submissions should be marked **Preparation of a Single Family Residential Pattern Book, CP-10-04** and delivered to the Finance Department,

City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than Monday, August 2, 2010 at 4:00 PM. Electronic submissions will be accepted via e-mail to evitale@collegeparkmd.gov with the same deadline.

F. REVIEW OF QUALIFICATIONS

City staff will review all submissions for responsiveness to the RFQ. Individuals, firms, or teams will be given consideration. The review will consider the experience of the firm or firms, the experience of the individuals proposed to work on the project, quality of work on similar projects, project references, and hourly rates. Staff will select the most qualified individuals, firms, or teams to be interviewed. The selected consultant will negotiate a contract with the City.

1. Responsiveness

The successful consultant must demonstrate the ability to respond to the needs of the City and be receptive to requests of the City. Attention will be given to firms that demonstrate this with a concise, informative response to this request.

2. Qualifications of the Consultant

The successful consultant must demonstrate the skill and resources required to undertake this project. Attention will be given to the staff members assigned to this project and the manner in which they will be supervised.

3. Relevant Experience

The successful consultant must demonstrate a proven record of capability based on past and current performance relevant to this project.

4. Approach to the Project

The successful consultant must indicate an overall understanding of the project and pursue the project as outlined.

G. OTHER REQUIREMENTS AND INFORMATION

1. Liability: The consultant agrees to hold harmless the City of College Park from any and all claims and liability due to the activity of the consultant, its subcontractors, agents or employees in the execution of the contract.
2. Insurance: The Consultant shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 each occurrence/aggregate. The Consultant shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the

Contract, including attorneys fees, whether caused by actions or omissions on the part of the Consultant, its agents, servants and employees, or to other causes.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

The Consultant shall provide a Certificate of Insurance to the City within ten (10) business days after the award of the Contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

3. General: It shall be the exclusive obligation of the Consultant to comply with the terms of the proposal submitted to and approved by the City.
4. Billing: Invoices shall be submitted based on completion of phases of the contract work, documenting hours worked and describing work performed, as follows:

Completion of Phases 1&2
Completion of Phases 3&4
Completion of Phase 5

In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill or the full contract price.

5. Project Contact:

Elisa Vitale, AICP
Senior Planner
Department of Planning, Community and Economic Development
City of College Park
4500 Knox Road
College Park, MD 20740-3390

Telephone: 240-487-3538

FAX: 301-887-0558

E-mail: evitale@collegeparkmd.gov

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H. INVITATIONS TO BID A COURTESY

1. This invitation to bid is sent as a courtesy to known interested companies. The receipt of this invitation to bid from the City of College Park in no way implies that the recipient is a qualified bidder.

2. The Mayor and City Council encourage contracting firms to register with the City for future projects.

I. INTERPRETATIONS

All questions about the meanings or intent, discrepancies or omissions of the Request for Qualifications shall be submitted to Elisa Vitale. Any written responses become part of the Request for Qualifications and will be mailed to each Bidder who has received a Bid Package.

J. AWARD OF CONTRACT

1. Bidders may bid only on the entire contract. The successful Bidder will be selected by the Mayor and Council of the City of College Park, who shall make an award of the contract at the earliest possible date after the date set for receipt of proposals. In determining which proposal is best, the City will take into consideration the bid price, and the experience, qualifications, references, responsibility and currently available facilities of the Bidder to perform the work. The City reserves the right to reject any or all proposals, and to exercise its sole discretion to best serve the interests of the City.
2. Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City of College Park.
3. The City of College Park reserves the right to cancel the Award of the Contract at anytime prior to execution of the Contract without liability on the part of the City.

K. EXECUTION OF THE CONTRACT

1. The successful bidder shall be required to execute a Contract in substantially the form attached. The successful bidder will work with the City upon Award to refine the scope of work for the Contract. Failure by the Consultant to execute the Contract and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.
2. If the successful bidder shall fail to execute the contract hereto attached, and as herein provided, the Award may be annulled and the Contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the Award was made, or the City of College Park may reject all of the bids, as its interest may require.
3. A bidder may submit only one proposal for the Contract. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will not be considered on any given Contract, and will be considered grounds for

disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

L. SCHEDULE OF WORK

Upon Award of the Contract, the Consultant shall provide a schedule of work to the City.

M. NOTICE TO PROCEED

1. After execution of the Contract, the City will issue a Notice to Proceed. This Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced. Materials ordered or work done prior to the date set forth in the Notice to Proceed shall be at the Consultant's risk.
2. Failure by the Consultant to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Mayor and Council of the City of College Park.

N. MODIFICATION OF REQUEST FOR QUALIFICATIONS

The right is reserved, as the interests of the City may require, to revise or amend the request for proposal prior to the date set for opening bids and to postpone the date set for opening bids. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which shall be furnished to all prospective bidders.

O. RECEIPT OF ADDENDA

The successful bidder will be required to provide a statement that he/she has received all addenda prior to submitting the bid.

P. OTHER REQUIREMENTS AND INFORMATION

1. Indemnification: The selected bidder shall indemnify and save harmless M-NCPPC and the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the selected bidder, its agents, servants and employees, or to other causes.
2. Insurance: The selected bidder shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of \$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) and automobile fleet coverage (\$1,000,000 for each occurrence/aggregate; property damage of \$500,000 for each occurrence/aggregate) in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 each occurrence/aggregate.

3. The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.
4. The Consultant shall provide a Certificate of Insurance to the City within ten (10) business days after the award of the Contract. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the City.
5. General: It shall be the exclusive obligation of the selected bidder to comply with the terms of the proposal submitted to and approved by the City.
6. Billing: Invoices shall be submitted monthly, documenting hours worked and describing work performed.
7. Project Contact:

Elisa Vitale, AICP
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Q. ATTACHMENTS

1. Affidavits
2. Contract

TO BE SUBMITTED WITH PROPOSAL

NON-COLLUSION AFFIDAVIT

_____, being duly sworn on oath, deposes and says:

That he/she is the _____
(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH PROPOSAL

BRIBERY AFFIDAVIT

I, _____, the undersigned _____ of
(Office Held)

_____, being first duly sworn on oath, affirms and
(Name of Business Entity)

says this _____ day of _____, 20____, that I hold the aforementioned

office in _____
(Name of Business Entity)

the said entity submitting a bid or otherwise applying for a contract with the City of College Park, a municipal corporation in the State of Maryland, for the supply of goods or services, to wit: preparation of a single family residential pattern book

and that to the best of my knowledge, information and belief, no officer, director or partner of:

(Name of Business Entity)

nor any employee thereof directly involved in obtaining contracts with the state of Maryland or any county or other political subdivision thereof has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I hereby declare and affirm under the penalties of perjury that the foregoing is true to the best of my knowledge and information.

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH PROPOSAL

FALSE PRETENSES AFFIDAVIT

I, _____, the undersigned _____ of
(Office Held)

_____, being first duly sworn on oath, affirms and
(Name of Business Entity)

says this _____ day of _____, 20____ that I hold the aforementioned
office in _____
(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

_____(SEAL)
To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH PROPOSAL

CERTIFICATE OF NON-SUSPENSION

I _____, do hereby certify under the penalties of perjury that _____ has not been
Consultant
suspended or barred from participation in contract activities with any government.

Signature

Title

Date

CONSULTANT AGREEMENT

THIS CONSULTANT’S AGREEMENT (the “Agreement”) is made this ____ day of _____, 2010, by and between THE CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, Maryland 20740 and _____, hereinafter referred to as “Consultant,” whose address is _____.

WHEREAS, the Consultant was the successful bidder on RFQ No. 10-04 issued by the City for a consultant to develop an architectural pattern book for single-family residential renovation and infill construction; and

WHEREAS, Consultant desires to act for the City as an independent contractor to develop an architectural pattern book for single-family residential renovation and infill construction; and

WHEREAS, the City desires that the Consultant provide such services.

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

1. Appointment. The City hereby engages Consultant, as an independent contractor and not as an agent or employee of the City, to develop an architectural pattern book for single-family residential renovation and infill construction, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. Scope of Services. Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in

accordance with the standards in the industry. The following Consultant services are included as part of this Agreement:

The pattern book should address, at a minimum, the concerns and review criteria listed below.

The qualifications submitted should reflect a firm's capacity for effectively addressing the following:

9. New construction, additions to existing structures, and rehabilitation of existing structures – Guidelines should focus on making functionally obsolete housing stock more viable while remaining architecturally compatible.
10. Historical and neighborhood context – Guidelines shall include the means to determine the appropriate context for a given site based on its neighborhood location or predominant patterns and styles within the immediate surroundings.
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15. Landscaping – Development of appropriate landscaping standards reflective of neighborhood, period or style.

16. Energy Saving/Green Building – Provide recommendations for energy saving and or green building measures.

The City expects assistance with the following three phases of development for the pattern book:

Phase 1: Project Initiation

The consultant will work with the City to finalize scope of services and execute a “not to exceed” contract.

Phase 2: Existing Document Review and Site Reconnaissance

The consultant will review pertinent City and County documents (listed above) that relate to this project. The consultant will conduct any necessary fieldwork.

Phase 3: Framing the Product

The consultant will work with the City to select the housing types and styles for inclusion in the pattern book. The consultant also will identify the common design challenges to be addressed.

The consultant and the City will review alternative formats and determine the most effective means for distributing/publishing the pattern book.

Phase 4: Produce Draft Document

The consultant will prepare a draft outline of the pattern book. Upon approval of the outline, the consultant will prepare a draft version of the pattern book. On a step-by-step basis, City staff will review the draft and the consultant will incorporate revisions into the document.

Phase 5: Produce Final Product

The consultant will present the draft pattern book to staff, Advisory Planning Commission, and the Mayor and Council at one or more meetings. These meetings may generate the need to make

further revisions that the consultant will incorporate into the final document. The consultant will produce the final product for distribution/publication.

3. **Dates of Work.** The Consultant agrees to commence work on or before _____, 2010. The work shall be performed pursuant to the work schedule submitted by the Consultant . It is understood by the parties hereto that time is of the essence in the completion of the services under this contract.

4. **Contract Price.** The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, a sum not to exceed _____, which shall include all incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs.

Additional services related to this project shall be provided by the Consultant on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the hourly rates provided by the Consultant in its RFQ proposal. Invoices for payment of services must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval by the City's Finance Director. The Contract price shall be paid as follows: for Phases 1 and 2 tasks upon completion and delivery of the work; for Phases 3 and 4 tasks upon completion and delivery of the work; for Phase 5 tasks upon completion and delivery of the work. In no event shall the amount billed by the Consultant exceed that amount attributed to the work completed as of the date of the bill or the full contract price.

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

- a. Request for Proposal #10-04 and addenda;
- b. Consultant' Proposal dated _____;
- c. Required affidavits
- d. Work schedule

In the event any term of the foregoing documents conflicts with the terms of this Agreement, this Agreement shall prevail.

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

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

7. **Insurance.** Consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of College Park as an additional insured.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Professional Errors and Omissions Insurance. The Consultant shall maintain a policy with limits of not less than \$1,000,000.00 each occurrence/aggregate.

C. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage - \$500,000.00 for each occurrence/aggregate.)

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

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the City under this Agreement and will name the

City as an insured under such policy. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work.

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

8. Indemnification. The Consultant shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

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

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

11. Subcontracting. The Consultant may not subcontract any other work required under this Agreement without the consent of the City. If the Consultant wishes to subcontract any

of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. Accurate Information. The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

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

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

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

16. Relief. The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek 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 Consultant from

further breaching any of its obligations set forth herein. 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 Consultant.

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

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

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

Joseph L Nagro
City Manager
4500 Knox Road
College Park, MD 20740

20. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and

expenses, including reasonable attorneys' fees, incurred on account of such breach by the other party.

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

22. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

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

24. Set-Off. In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

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

ATTEST:

THE CITY OF COLLEGE PARK, MARYLAND

Janeen S. Miller, City Clerk

By: _____
Joseph L. Nagro, City Manager

WITNESS:

CONSULTANT

By: _____

Name:

Title:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Suellen M. Ferguson
City Attorney