



***REQUEST FOR PROPOSALS
CITY OF COLLEGE PARK
RFP NO. CP-21-03
DUVALL FIELD PARK DESIGN***

***ISSUE DATE: SEPTEMBER 3, 2020
PRE-SUBMITTAL CONFERENCE: SEPTEMBER 14, 2020, 11:00 A.M.
SUBMITTAL DUE DATE: SEPTEMBER 28, 2020, 2:00 P.M.***

***CONTACT: Terry Schum AICP, Planning Director
PHONE: 240-487-3539 ▪ EMAIL tschum@collegetparkmd.gov***

**Duvall Field Park Design
City of College Park
RFP No. CP-21-03**

Key Information Summary Sheet

RFP Number:	CP-21-03
RFP Issue Date:	September 3, 2020
RFP Contact:	Terry Schum AICP, Planning Director City of College Park Department of Planning and Community Development tschum@collegeparkmd.gov 240-487-3539
Submittal Office:	City of College Park Finance Department 8400 Baltimore Avenue, Suite #375 College Park, MD 20740 Gary Fields, Finance Director
Submittal Format:	One original, bound One copy, bound One USB Drive with single PDF file
Pre-Submittal Conference:	September 14, 2020, 11:00 a.m. Duvall Field Concession Building 9119 Rhode Island Avenue, College Park, MD 20740
Deadline for Questions:	September 18, 2020
Bid Closing Date and Time:	September 28, 2020 2:00 p.m.

I. GENERAL INFORMATION

The City of College Park (“the City”) requests bid proposals from qualified consultants to provide park design services including boundary and topographic surveys, conceptual design alternatives, design development, assistance with the Mandatory Referral application required by M-NCPPC, construction documents, permitting and bidding and construction administration services for Duvall Field, located at 9119 Rhode Island Avenue, College Park, MD 20740 (“Project”). The Project Manager for this Project is TERRY SCHUM, AICP, PLANNING DIRECTOR, PHONE: 240-487-3539, EMAIL tschum@collegeparkmd.gov.

Bids shall be delivered in hard copy, to include one original, bound; one copy, bound; and one USB Drive with single PDF file, with the subject line of CP-21-03, to Finance Director Gary Fields at 8400 Baltimore Avenue, Suite 375, College Park, MD 20740. **All bids must be received no later than Monday, September 28, 2020 at 2:00 p.m.** at which time they will be publicly opened and read aloud via conference call. A call-in number and access code for the bid opening will be posted to the City’s website at least 5 days before the bid opening. Bids received after the deadline will not be considered. Award of a contract will be made by the Mayor and Council of the City of College Park at a regular meeting.

A Pre-Submittal Meeting will be held at the Duvall Field concession building, 9119 Rhode Island Avenue, College Park, MD 20740, on September 14, 2020 at 11:00 a.m. All questions about the meanings or intent, discrepancies or omissions, of the RFP Documents must be submitted at the Pre-Submittal Meeting, or by email on or before September 18, 2020, to Terry Schum, Planning Director, tschum@collegeparkmd.gov. Responses will be provided by email to known bidders, and on the City’s website, by September 22, 2020.

Copies of the Bid Documents may be downloaded from the City’s website at <https://collegeparkmd.gov>. If you are unable to obtain the Contract Documents from the website, please contact the Finance Department, Monday-Friday 8:00 a.m.-5:00 p.m., at 240-487-3509.

The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

The City reserves the right to reject any or all proposals in the best interest of the City.

II. BACKGROUND

Duvall Field is a 7-acre park that was first established in the 1960's at 9119 Rhode Island Avenue. In the 1970's, lighted ball fields and a concession/restroom building were added, and in 1998, the children's playground was updated to meet Americans with Disabilities Act (ADA) standards. A Master Plan for renovation of the entire park was completed in early 2000, but not implemented due to lack of funding. In 2017, the concession/restroom building was replaced with a pre-manufactured, GSA-approved Romtec building constructed on site. Other improvements made at this time included a plaza area and walkway, storm water and bio-retention facilities and landscaping.

A visioning and planning process to determine future park improvements was begun in 2019 and included focus groups, stakeholder interviews and public meetings to ascertain the needs and wants of the community. A final report summarizing the results of this process was prepared along with a conceptual site plan. The plan shows a variety of facilities and amenities that maximize the use of the park space and provide maximum benefit to the community.

A controversial feature of the plan was a recommendation to use synthetic turf as the playing surface for the recreation fields. There were many strong opinions on both sides of the issue. The City enlisted the assistance of the University of Maryland through a Capstone Project class in Environmental Science and Policy. The class completed a research report that reviewed and compared three playing field options regarding environmental concerns, player safety and construction and maintenance costs. The City Council elected to pursue a playing field surface based on a hybrid of modified engineered soil and natural turf.

These reports and additional information on Duvall Field are available on the Project website: <https://www.collegeparkmd.gov/282/Duvall-Field-Project>.

III. PROJECT DESCRIPTION

This Project involves the detailed design of park and recreation facilities to complete the renovation of Duvall Field. The Project requires that the successful bidder provide preliminary design and design development services, boundary and topographic surveys, construction drawings and specifications, apply for and obtain required permits from Prince George's County, bidding and construction administration Services, and assistance with the M-NCPPC Mandatory Referral process.

The existing conceptual plan prepared by GreenPlay, LLC and LSG Landscape Architecture shall be refined with community and Mayor and City Council input. It should be used as the basis for developing alternative design concepts for review. The final design plan should include active and passive recreational amenities as well as enhanced vehicular and pedestrian circulation, parking, renovated playing fields using modified engineered soil and natural turf, LED lighting, landscaping, storm water management and appropriate drainage and irrigation. The existing concession/restroom building, recreation plaza, walkways and bioretention shall be retained and integrated into the new facilities. Respect for the adjoining residential neighborhood and preservation of existing trees are important. The following facilities have been identified as

desirable by the community:

- A full-size baseball and softball field to serve youth teams
- A full-size multipurpose field for soccer, rugby, football, lacrosse and other teams
- An event lawn with stage to host community events
- A continuous walking loop with frequent seating
- An upgraded children's play area
- Opportunities for other sports such as basketball, volleyball and cricket pitch
- Outdoor fitness equipment
- A pavilion for picnics and smaller gatherings

Services necessary for this Project will include, but may not be limited to:

- A. Boundary and topographical surveys
- B. Geotechnical and subsurface investigation services
- C. Civil and electrical engineering
- D. Storm water management design
- E. Landscape architecture design
- F. Park design
- G. AutoCAD and 3D visualizations
- H. Construction cost estimation
- I. Permitting
- J. Construction administration services

IV. SCOPE OF WORK AND DELIVERABLES

- A. Review and analysis of existing site conditions and Project background information.
- B. Prepare a base map including Project boundaries, site utilities and topography and a Natural Resources Inventory.
- C. Prepare a Project schedule and hold a kick-off meeting with Project team and City staff.
- D. Prepare agenda and minutes for all meetings with City staff.
- E. Submit a minimum of three preliminary conceptual design alternatives and preliminary cost estimates based on the Duvall Field Visioning Study. Hold a review meeting with City staff.
- F. Present conceptual design alternatives and preliminary cost estimates at one community meeting and one City Council meeting (in-person or virtual).
- G. Attend, facilitate and provide presentation materials for all community and City Council meetings.
- H. Develop the detailed design of the selected alternative and submit to-scale plans and specifications for review meetings with City staff at 60% and 90% completion.
- I. Present 60% design drawings and detailed line item cost estimates at one community meeting and one City Council meeting.
- J. Prepare a complete set of contract documents for bidding including 100%

design plans, construction drawings and specifications and detailed line item cost estimates.

- K. Identify, prepare, file, coordinate, provide plans for, and obtain all required regulatory permits and approvals, including without limitation for mandatory referral, grading, site, building and storm water management.
- L. Provide bidding phase services including attendance at pre-submittal meeting, responding to bidding RFI's, issuing Addenda as required, and analysis of proposals.
- M. Provide construction administration phase services including construction progress meetings and site visits, timely review of submittals, shop drawings, RFI's, payment requisitions, change orders, as-built plans for stormwater systems and Project close-out.
- N. Provide two hard copies of all required design submissions in addition to electronic format.

A state of emergency exists in Maryland due to the COVID-19 pandemic and the Project may be impacted. In the event of delays to the critical path of the agreed Project Schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the Project Schedule as an equitable adjustment. Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional office facilities and cleaning have been included in the Contract Price.

V. PROJECT SCHEDULE

The Project will commence within ten days of Notice to Proceed. It is anticipated that the design phase and regulatory permits and approvals will require approximately seven to twelve months, the construction bidding phase approximately three months, and the construction phase approximately six months. The successful bidder will prepare a Project Schedule that is acceptable to the City once the contract is awarded.

VI. PROJECT BUDGET

The Project is funded in the City's FY21-26 Capital Improvement Program in fiscal years 2021 and 2022 in the total amount of \$5,829,186. This includes local and state funding sources.

VII. REQUIRED QUALIFICATIONS:

The selected bidder shall have a proven track record in successfully completing final design and construction documents and obtaining permits for the development of parks, recreation facilities and public spaces. In addition, the bidder shall have proven expertise in creating cost effective solutions and incorporating sustainable design practices. Experience with the provision of modified soil playing surfaces is preferred. Bidders shall communicate experience through examples of very similar and successful projects and demonstrate an in-depth knowledge of working with local municipalities and leading consultant teams.

VIII. PAYMENT SCHEDULE

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the City. Invoices will be paid after approval by the City Finance Officer.

IX. PRE-SUBMITTAL MEETING

On-site at Duvall Field, 9119 Rhode Island Avenue, September 14, 2020 at 11:00 a.m.

Bidder's attendance is not required but strongly encouraged.

X. PROPOSAL

The Proposal submitted by a bidder shall be responsive to the Scope of Work and Deliverables to be performed, the work plan to be used, the key staff to be assigned, an estimate of person hour distribution to perform all Project services, and a description of any proposed computer services. The Bid Proposal shall include the following:

- A. **Letter of Transmittal** – The bidder shall prepare a cover letter on company letterhead signed by the person or persons required to legally bind the bidder to the proposal. The name, title, email address and telephone number of the Project contact person shall also be provided.
- B. **Methodology and Approach** - The bidder shall set forth their understanding of the work is to be accomplished. Special requirements of the Project should be reviewed, and any unique circumstances or suggestions should be presented. The Project should be reviewed in the field, and any resulting conclusions presented.
- C. **Work Plan** - The bidder shall set forth how the scope of services will be accomplished. Specifically, the bidder shall address the methodology, techniques and processes proposed to be used. This section shall contain work schedules and completion times. If a joint venture or multiple subcontractors are involved, the proposal should clearly set forth what work will be assigned to whom, what the lines of responsibility will be and who will have management authority.
- D. **Key Staff** - Key Staff is defined as the productive staff who have major Project responsibilities. Indicate the key staff anticipated to be assigned to the Project and set forth their specific responsibilities within the Project. The bidder shall submit a resume for each key staff individual, showing both general experience and specific experience related to the subject Project. The bidder may also show an organization chart of all proposed personnel.
- E. **Subcontractors** - List any proposed subcontractors and the services to be performed.

- F. **Performance on Similar Projects** – The bidder shall submit project information and references for at least three projects of similar scope and size completed within the past 10 years, including location, name of client/owner, telephone number and email address of contact person, design fees and construction costs.
- G. **Qualifications and Experience** – Provide a company profile and summarize the firm’s experience working on similar projects and with the regulatory and utility agencies in Prince George’s County. Submit proof that the firm and all key personnel assigned to the Project are licensed in the State of Maryland to provide the services described.
- H. **Price** – The bidder shall submit the total cost for performing the work specified in this RFP on the bid proposal form. In addition, the bidder shall submit a detailed breakdown showing number of hours for each design discipline, unit cost/hourly rate schedule for each personnel category, and itemization per phase. Proposed costs must be all-inclusive and clearly reflect the amount of time, materials, and personnel needed to accomplish the work. Include a list of reimbursable expenses and an estimate of the total amount anticipated.

It is understood that the proposal price will be firm for a time period of ninety (90) calendar days from the proposal opening date, and that, if notified of acceptance of this proposal within this time period, the successful Bidder shall execute a contract for the stated compensation.

- I. **Required Forms to be Submitted with Bid-** All forms listed below must be completed and submitted with the proposal.
 - 1. Bid proposal form
 - 2. Information Regarding Bidder
 - 3. Non-Collusion Affidavit
 - 4. Affidavit with Respect to Non-Conviction, Non-Suspension and False Pretenses

XI. SUBMISSION OF PROPOSAL:

Bidders shall submit one original of the complete submittal clearly marked and bound, and one copy, bound, prior to the opening date and time specified. It is the responsibility of the bidder to clearly identify each part of its submittal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch bold face letters stating the words “confidential” or “proprietary”. The Price Proposal will not be considered confidential or proprietary. Bidders must also submit a flash drive containing the entire, identical version of the submittal (this electronic copy shall be one (1) complete file). Envelopes shall be labeled Duvall Field Park Design, RFP # CP-21-03.

Proposals shall be sealed and addressed to:

Gary Fields, Finance Director
City of College Park Finance Department
8400 Baltimore Avenue, Suite #375
College Park, Maryland 20740

A bidder may submit only one bid proposal. 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 granted by the City.

No bidder may withdraw his bid within 90 days after the opening thereof. Negligence on the part of the Bidder in preparing the Bid confers no right to the withdrawal of the Bid after it has been opened.

By submitting a proposal, the bidder agrees and warrants that it fully understands the Project requirements. Errors in preparation of the proposal will not relieve the bidder from the terms thereof. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if the proposal is accepted.

The City reserves the right to amend or cancel the RFP at any time at its sole discretion before the execution of a contract with the selected bidder. In the event the RFP is withdrawn or cancelled, the City shall not be liable to any bidder for the costs incurred in connection with the RFP or the preparation of the bidder's response.

XII. EVALUATION OF BID PROPOSALS:

The evaluation of the submittals will be made based on the criteria below. The contract award will be made to the most qualified bidder who, in the City's sole opinion, has presented the Bid Proposal most advantageous to the City. The City reserves the right to reject any or all proposals and to accept the proposal that the City, in its sole and absolute discretion, considers most advantageous. All proposals will become the property of the City.

- General competence
- Past performance
- Compatibility of size of firm with size of proposed Project
- Capacity to accomplish the proposed work in the required time
- Qualifications and experience
- Similar Project experience

XIII. AWARD AND EXECUTION OF THE CONTRACT

The Contract will be awarded by the Mayor and Council of the City of College Park. In determining which proposal is best, the City will take into consideration, among other things, the bid price, and the experience, qualifications, references, 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.

Except where the City exercises the right reserved herein to reject any or all proposals, the 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.

The City reserves the right to cancel the award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

The bidder to whom the contract has been awarded must execute an Agreement substantially similar to the one attached within 10 business days after the award and submit such other documents as required by the Contract Documents.

XIV. PROJECT INFORMATION

The following Project information is included as part of this RFP:

- Duvall Field Visioning Study
<https://collegeparkmd.gov/DocumentCenter/View/1952/College-Park-MD-Duvall-Field-Visioning-Study-Final-Draft-revised-12-24-19?bidId=>
- Summary of Athletic Field Options: A Decision-Making Guide for Native Grass, Modified and Engineered, and Synthetic Turf Fields
<https://collegeparkmd.gov/DocumentCenter/View/1953/Final-Presentation?bidId=>
- Conceptual Site Plan <https://collegeparkmd.gov/DocumentCenter/View/1444/Duvall-Field-Conceptual-Plan?bidId=>

XV. CERTIFICATIONS.

In submitting a bid proposal, the bidder certifies:

A. That it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, pregnancy, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

B. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors shall constitute a material breach of the Contract for this Project.

C. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or will comply with the conditions of §69-6 at time of contract award; or is not required to comply with the conditions of §69-6 because of allowable exemption.

XVI. INSURANCE AND INDEMNIFICATION – The following are contract requirements:

Successful Bidder will purchase from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in Maryland, and maintain during the entire term of this Contract, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Successful Bidder will name the City as an additional insured, with the exception of the workers compensation insurance, and will provide an additional insured endorsement.

Comprehensive General Liability Insurance:

Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
Property damage liability insurance with limits of \$2,000,000 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

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

Workers' Compensation Insurance: Successful Bidder shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Successful Bidder shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

Professional Errors and Omissions Insurance. The Successful Bidder shall maintain a policy with limits of not less than \$2,000,000 each occurrence/aggregate, to include cyber liability/data breach coverage.

Successful Bidder covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Successful Bidder on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Successful Bidder of any of the responsibilities or obligations assumed by the Successful Bidder in the contract awarded, or for which the Successful Bidder 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.

The Successful Bidder shall also furnish to the City a Certificate of Insurance and additional

insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Successful Bidder 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 negligent or willful actions or omissions on the part of the Successful Bidder, its agents, servants, subcontractors and employees.

CITY OF COLLEGE PARK

RFP NO. CP-21-03

DUVALL FIELD PARK DESIGN

PROPOSAL FORM (3 PAGES)

CITY OF COLLEGE PARK
Finance Department
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

SUBMISSION DUE DATE: September 28, 2020
TIME: 2:00 p.m.

TO BE COMPLETED BY BIDDER

Having carefully examined the Request for Proposals, Instructions to Bidders, , the proposed Contract and **Addenda Numbered** _____ (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents, for the stipulated sum of:

SUBTOTALS:

- | | |
|--|-----------------|
| 1. Boundary survey, topographic survey | \$ _____ |
| 2. Preliminary Design | \$ _____ |
| 3. Design Development (to include permitting and approvals) | \$ _____ |
| 4. Preparation of Construction Bid Package including
Technical Specifications and bid review and assistance | \$ _____ |
| 5. Construction Administration | \$ _____ |

TOTAL Not to Exceed Price for 1-5 in words and figures:

(Written)

\$ _____

(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of ninety (90) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. The prices shall be stated in both words and figures.
- D. In submitting this bid, the Bidder certifies that the Bidder:
 - 1. Currently complies with the conditions of §69-6 “Equal Benefits” of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 - 2. Will comply with the conditions of §69-6 at time of contract award; or
 - 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- E. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name & Title of Bidder:

Name & Title of Individual

Authorized to Bind the Bidder

Signature:

Federal ID Number:

Date:

License No.

Date Issued

Place of Issuance

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

(This information may be submitted in a substitute format if responses correspond to question numbers)

1. Name of Proposer: _____
(Individual/Firm/Corporation)

Bidder's Business Address: _____

Contact Person: _____

Title of Contact Person: _____

Telephone Number: (_____) _____

FAX Number: (_____) _____

E-mail Address: _____

Federal ID Number (EIN): _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporate Business

3.If the response to question #2 above is "No," list the name and business and residence address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entity - Please answer questions 4 and 5

4. List the names of all officers of the corporation, their business and residence addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Residence and Business Address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Please provide the following information concerning work that you have done within the last five (5) years which is like the work requested.

<u>For Whom Performed</u>	<u>Contract Amount</u>	<u>Date Completed</u>	<u>Contact's Name & Telephone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Bidder must answer the following questions: (The word "you" refers to an individual, partnership, partner and/or corporation and its officers.)

- a. Have you ever failed to complete any contract awarded to you? _____
If yes, state where and why. _____
- b. Have you ever been affiliated with an organization that failed to complete a contract? _____

If yes, state name of organization and circumstances. _____

c. With what other businesses are you affiliated? _____

d. Please list all persons who will supervise the work on this study. _____

e. Please provide at least 3 references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each.

f. Identify all subcontractors that you intend to use in performing work under this Contract and specify the work each is expected to perform.

h. Give value of any judgments or liens outstanding against your organization. _____

i. Is your organization licensed in the State of Maryland for the current year? _____

Dated this _____ day of _____, 2020

Name of Bidder

By: _____

Printed Name: _____

Title: _____

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 Proposal; that no officer of the said Corporation has nor has any person, firm or corporation acting on its behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that the said Corporation has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal 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 Proposal is submitted; that in making this Affidavit, the affiant represents that 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 her knowledge and information.

To be signed by a duly authorized Officer.

_____(SEAL)
Name

Title _____

Date: _____

TO BE SUBMITTED WITH PROPOSAL

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, 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.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland, or is not required to be registered.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the “Agreement”) is effective this ____ day of October, 2020, by and between the CITY OF COLLEGE PARK (the “City”), a municipal corporation of the State of Maryland and _____ (“Consultant”).

WHEREAS, Consultant desires to act for the City as an independent contractor to provide park design services including boundary and topographic surveys, conceptual design alternatives, design development, assistance with the Mandatory Referral application required by M-NCPPC, construction documents, permitting and bidding and construction administration services for Duvall Field, located at 9119 Rhode Island Avenue, College Park, MD 20740 (“Project”); and

WHEREAS, the City desires that 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 provide services to complete the renovation of Duvall Field. 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. The Scope of Services and Deliverables includes the following:

- O. Review and analysis of existing site conditions and Project background information.
- P. Prepare a base map including Project boundaries, site utilities and topography and a Natural Resources Inventory.
- Q. Prepare a Project schedule and hold a kick-off meeting with Project team and City staff.
- R. Prepare agenda and minutes for all meetings with City staff.
- S. Submit a minimum of three preliminary conceptual design alternatives and preliminary cost estimates based on the Duvall Field Visioning Study. Hold a

- review meeting with City staff.
- T. Present conceptual design alternatives and preliminary cost estimates at one community meeting and one City Council meeting (in-person or virtual).
- U. Attend, facilitate and provide presentation materials for all community and City Council meetings.
- V. Develop the detailed design of the selected alternative and submit to-scale plans and specifications for review meetings with City staff at 60% and 90% completion.
- W. Present 60% design drawings and detailed line item cost estimates at one community meeting and one City Council meeting.
- X. Prepare a complete set of contract documents for bidding including 100% design plans, construction drawings and specifications and detailed line item cost estimates.
- Y. Identify, prepare, file, coordinate, provide plans for, and obtain all required regulatory permits and approvals, including without limitation for mandatory referral, grading, site, building and storm water management.
- Z. Provide bidding phase services including attendance at pre-submittal meeting, responding to bidding RFI's, issuing Addenda as required, and analysis of proposals.
- AA. Provide construction administration phase services including construction progress meetings and site visits, timely review of submittals, shop drawings, RFI's, payment requisitions, change orders, as-built plans for stormwater systems and Project close-out.
- BB. Provide two hard copies of all required design submissions in addition to electronic format.

Services necessary for this Project will include, but may not be limited to:

- K. Boundary and topographical surveys
- L. Geotechnical and subsurface investigation services
- M. Civil and electrical engineering
- N. Storm water management design
- O. Landscape architecture design
- P. Park design
- Q. AutoCAD and 3D visualizations
- R. Construction cost estimation
- S. Permitting
- T. Construction administration services

The Parties agree that a state of emergency exists in Maryland due to the COVID-19 pandemic and that the construction of the Project is or may be impacted. In the event of delays to the critical path of the agreed Project Schedule resulting solely from the effects of the COVID-19 pandemic, the actual number of days of delay will be added to the Project Schedule as an equitable adjustment.

Expected costs that may be incurred due to the need for social distancing, personal protective equipment, additional office facilities and cleaning, have been included in the Contract Price.

3. **Dates of Work.** The Consultant agrees to commence work within ten (10) days of Notice to Proceed. The Consultant will prepare a Project Schedule that is acceptable to the City once the contract is awarded. 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 agree to pay the Consultant, as consideration for the Consultant's performance in accordance with applicable professional standards, a sum not to exceed _____ for the performance of all work under the Agreement.

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 established in Exhibit A. Invoices for payment may be submitted on a monthly basis and, for additional services, must be accompanied by hourly billing and any other documentation required by the City. 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.

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:

Request for Proposals

- Consultant Response to Request for Proposals
- Required affidavits and certifications
- Duvall Field
- Visioning Study Summary of Athletic Field Options: A Decision-Making Guide for Native Grass, Modified and Engineered, and Synthetic Turf Fields
- Conceptual Site Plan

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 its 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 contractor 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 contractor 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, automobile liability insurance, professional errors and omissions insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy except for workers compensation and professional errors and omissions, Consultant will name the City of College Park its officers, officials, agents, servants, and employees as additional insureds.

A. Comprehensive General Liability Insurance

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

All insurance shall include completed operations and contractual liability coverage.

- B. 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. 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 throughout the term of the Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The Certificate shall demonstrate that the Consultant has complied with the requirements of this section and be in a form acceptable to the City. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable. Required insurance shall be purchased and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage herein shall have an AM Best rating of A-VII or better.

The Consultant shall be responsible for the maintenance of this insurance, whether the

work is performed directly by the Consultant; by any subcontractor; by any person employed by the Consultant or any subcontractor; or by anyone for whose acts the Consultant may be liable.

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, officials, employees and agents, from all suits, actions and damages, costs, liabilities, and expenses of every kind and description, including reasonable attorneys' fees, arising directly or indirectly out of the performance of its services under this Agreement, caused by the negligent or willful act or omission on the part of the Consultant, its agents, servants, employees and/or subcontractors.

9. Licenses, Permits, Applicable Laws. Consultant will be responsible for obtaining any and all licenses and permits 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 requests for information is true and correct to the best of its knowledge and belief. Any intentionally false or misleading information is grounds for the City to 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. 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.

17. 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.

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

Scott Somers
City Manager
City of College Park
8400 Baltimore Avenue
College Park, MD 20740

Consultant:

19. Costs. The prevailing party as determined by a court of competent jurisdiction shall be entitled to attorneys' fees and costs incurred in any actions or claims brought to enforce this Agreement, or for damages hereunder.

20. 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.

21. 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.

22. 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.

23. 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.

24. Non-Discrimination.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. In submitting this bid, the Bidder certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

25. Equal Benefits.

A. Consultant must comply with the applicable provisions of § 69-6 of the City Code. The Consultant shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Consultant shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a

complaint or has reason to believe the Consultant may not be in compliance with the provisions of this section.

C. The failure of the Consultant to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

26. Ownership and Use of Documents. All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Agreement. The City may use this information for its own purposes, including reporting to state and federal agencies. The Consultant warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract.

27. Changes. The City may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Consultant is entitled to receive. Consultant must bring to the Project Manager, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the City issued the change in work, or the claim is waived. The Consultant must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

28. Confidentiality. The City may disclose Consultant's information to the extent required by the Maryland Public Information Act ("MPIA") or other applicable law. Consultant shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the MPIA or other process, the City receives a request for information that has been so marked by Consultant, and the City agrees that the

information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Consultant of the request. Consultant shall bear the costs of asserting any right to non-disclosure of its information. This Contract is not a confidential document.

The Consultant shall keep confidential all information provided by the City, or to which the Consultant has access as part of the provision of services under this Contract.

29. Patents, Copyrights and Royalties. Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, copyright or license, , or other property or privacy right the Consultant must secure, before using or employing such materials, the authorizations and approvals related to its use in writing from the owner or licensee of such letters of patent, copyright or license , or other property or privacy right, and file the same with the City. The Consultant will indemnify and hold harmless the City related to Consultant's alleged infringing or otherwise improper or unauthorized use and defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Consultant infringe on a patent, copyright, license or trade secret or other private property right. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret or other property or privacy right, the Consultant will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and

year first above written.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

By: _____
Scott Somers, City Manager

WITNESS:

CONSULTANT

By: _____

Approved as to form and legal sufficiency

Suellen M. Ferguson,
Attorney for the City of College Park