

1 City Council of the City of Glenarden, Maryland
2 2016 Legislation
3

4 Resolution No: R-32-2016
5 Introduced By: Maxine Phifer, Council President
6 Co-Sponsors: At the Request of Administration
7 Session: Regular Session
8 Date of Introduction: March 15, 2016
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12 **A Resolution To Approve a Contract with Advanced Engineering Design (AED), Inc.**
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15 **WHEREAS**, The City of Glenarden wishes to hire an independent contractor to provide
16 architectural and engineering services, as well as to act as contract administrator(s) and contract
17 specialist(s), for City projects, on an “as is needed bases,” including but not limited to interior
18 and exterior design services, and engineering capabilities, including but not limited to civil,
19 structural, mechanical, electrical, and geotechnical, for a 12- month base period with renewal
20 options for two (2) additional 12-month periods; and
21

22 **WHEREAS**, a Request for Proposals was issued for Architectural and Engineering
23 Services and Services for Contract Administration, and AED Inc., was the selected bidder; and
24

25 **WHEREAS**, the Mayor has negotiated a contract with AED Inc., for the referenced
26 services, subject to review by the City attorney, and submitted attached proposal for Council
27 final approval; and
28

29 **NOW, THEREFORE BE IT RESOLVED** by City Council of the City of Glenarden,
30 Maryland, sitting in Regular Session this 15th day of March, 2016 as follows:
31

- 32 1. That City is authorized to enter the attached Engagement Agreement with AED Inc.,
33 subject to review by the City attorney.
- 34 2. The contract amount for these services shall be expended from the Professional Services
35 line item within the Administration’s budget; and shall not exceed \$23,000.
- 36 3. That this Resolution shall take effect immediately upon passage.
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39 Date Approved: March 15, 2016
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1 **A Resolution Authorizing the Mayor To Enter into an Agreement with Advanced**
2 **Engineering Design (AED) to conduct Engineering Services for the City**
3 **Page 2**

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8 **ATTEST:**

City Council of Glenarden, MD

9
10 *Toni Taylor*

11 _____
12 Toni Taylor, Clerk for the Council

13
14 *Maxine Phifer*

15 _____
16 Maxine Phifer, President, At Large

17
18 *James Herring*

19 _____
20 James Herring, Vice President, Ward 1

21
22 *Elaine D. Carter*

23 _____
24 Elaine Carter, Councilman, Ward II

25
26 *Judy C. Diggs*

27 _____
28 Judy C. Diggs, Councilwoman, At Large

29
30 *Deborah A. Eason*

31 _____
32 Deborah A. Eason, Councilwoman, Ward II

33
34 *Absent -*

35 _____
36 Jennifer A. Jenkins, Councilwoman, Ward III

37
38 *-NO-*

39 _____
40 Carolyn Smallwood, Councilwoman, Ward I

41 Yea 5
42 Nay 1
43 Abstain 0
44

AGREEMENT

THIS AGREEMENT is entered into this _____ day of February, 2016 by and between the City of Glenarden, Maryland (“the City”), a municipal corporation of the State of Maryland, and AED, Inc. (“the Contractor”), a Delaware corporation.

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

1. **Services Provided:** The Contractor shall provide the following services for the City: **architectural and engineering design, construction management, contract management, landscape architecture, architecture, interior design, geotechnical, and any additional engineering professional services that is requested, in writing, by the City** (“the Services”).

Provided that the City, in its sole discretion, may add to or diminish the scope of the Services at any time in order to meet the City’s needs within its budget and schedule, the Services may include the above-mentioned activities with respect to the following projects:

- City Hall’s Roof Replacement
- City Hall’s Elevator Installation
- City Street Improvement – Ward 3
- Open Glenarden Parkway to lead to Woodmore Towne Center (according to county specifications)
- Martin Luther King, Jr. Center (Project Open Space – POS)

The Contractor will provide quotes for each task utilizing labor categories and rates from the rate schedule attached hereto as Appendix B.

The Contractor is required to meet all completion schedules and performance objectives (including any contractual deliverables) set forth by the task scope. The Contractor agrees to supply as many workers as needed, or work as many hours as needed, to meet these completion schedules.

All Services shall comply with all applicable federal, State and local law, including but not limited to the Americans with Disabilities Act (ADA) and any regulations governing the receipt of any federal or State grant funds disbursed with respect to the Services. The Services shall be provided as detailed the Contract Documents listed below, which are attached hereto collectively as Appendix A and incorporated herein by reference:

- (1) Request for Proposal
- (2) Contractor's Bid/Price Proposal dated November 13, 2016
- (3) Insurance Certificates
- (4) Equal Opportunity Employer Form and Non-Collusion Affidavit
- (5) Change Orders, if any (when issued)
- (6) Specifications for each individual task as awarded

2. **Term:** The term of this Agreement shall be for one (1) year provided that the City may, in its sole discretion, opt to extend the term for two (2) additional one-year periods. Notwithstanding the foregoing, the Agreement may be terminated in accordance with Paragraph 16. The City retains the right to reduce the Scope of the Services as the City, in its sole discretion, determines that best interests may require.

3. **Fees:** The City hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement an amount not to exceed Twenty-Three Thousand and 00/100 Dollars (\$23,000.00) in FY 2016, calculated on a labor hour basis as according to Appendix B. The Contractor shall submit its invoices, including name and address, task number, time period covered by the invoice, hours worked within the time period, and total amount due. Payment will be made to the Contractor no later than thirty (30) business days from invoice submission.

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

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

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

6. Political Contributions: If this contract involves cumulative consideration of at least \$200,000, the Contractor shall file with the State Board of Elections a statement under oath containing: (i) the name of each candidate, if any, to whom one or more applicable contributions in a cumulative amount of \$500 or more were made during the reporting period; (ii) the office sought by each candidate; (iii) the amount of aggregate contributions made to each candidate; (iv) the name of each unit of a governmental entity with which the person did public business during the reporting period; (v) the nature and amount of public business done with the Town;

and (vi) if the contract or the contribution is attributed to another person who is filing the statement, the name of the contracting entity or the person who made the contribution and the relationship of that person to the person filing the statement. The Contractor's initial statement shall be filed at that time of the inception of the contract, and shall cover the preceding 24 months, and the Contractor shall thereafter file a semi-annual statement, for the six months ending on January 31 or July 31 of every year, for each reporting period during which performance remains uncompleted on the contract, and shall be filed within 5 days after the end of the applicable reporting period.

7. **Confidentiality:** The Contractor and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose, or communicate in any manner, any information that is proprietary to the City. The Contractor and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

8. **Insurance:** The Contractor covenants to maintain all applicable insurance, the amounts set forth herein. The Contractor further agrees to provide evidence of such insurance upon execution of this agreement. The Certificates of Insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the City before commencing any work pursuant to this Agreement. All insurance must name the City as an additional insured, not just a certificate holder.

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS

ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. Workers' Compensation Insurance: Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance.

B. Comprehensive General Liability Insurance: The Contractor shall provide general liability insurance in the amount set forth herein. Coverage shall include completed operations and contractual liability coverage and shall be issued on an occurrences basis.

(1) Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply;

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

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

(1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;

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

D. Professional liability insurance (errors and omission insurance) shall be required in the amount of \$1,000,000.00.

9. **Warranty:** The Contractor represents and warrants that services will be performed in a good and workmanlike manner, and by personnel with the requisite skills, qualifications and licenses.

10. **Conduct and Appearance:** The Contractor and all its employees, agents, or representatives shall conduct themselves in a professional manner at all times while supporting this Agreement.

11. **Doing Business in Maryland:** The Contractor warrants and represents that (1) if it is a corporate entity, it is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) it is in good standing with SDAT and has paid all taxes (including but not limited to income, real property, and personal property taxes) due the State of Maryland or any other governmental entity.

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

13. **Indemnification:** The Contractor shall be responsible for and indemnify, defend and hold the City harmless from and against any and all claims or judgments for loss, personal injury and/or property damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the Services or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement. This indemnification includes, but is not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.

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

15. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

16. City's Right to Terminate: This Agreement may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests. Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination. The Agreement shall be terminated under this Paragraph whenever adequate funds

have not been appropriated by the City Council in the annual budget for the purpose set forth herein.

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

18. Amendment: This Agreement may be modified or amended only by a writing signed by both parties.

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

20. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Glenarden City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts. The Contractor further warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest.

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

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

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

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

23. Notices: Any notices required to be sent by one party to the other pursuant to this Agreement shall be sent as follows:

If to the City, to: City Manager
City of Glenarden, Maryland
James R. Cousins, Jr. Municipal Center
8600 Glenarden Parkway
Glenarden, MD 20706
301-773-2100.

With a copy to: Elissa D. Levan, City Attorney
Funk & Bolton, P.A.
36 S. Charles Street, 12th Floor
Baltimore, MD 21201
Fax: (410) 659-7773
elevan@fblaw.com

If to Contractor, to: Jennifer Friest, Contracts Manager
AED, Inc.
6525 Belcrest Road, Suite 426
Hyattsville, Maryland 20782
301-683-2112
Fax: 240-465-0653

24. Communications: Communications regarding technical aspects of the performance of the Services should be directed to:

City Manager, City of Glenarden, Maryland
(410) 848-9000

Reginald Waters, President
(202) 285-1751

rwaters@aedworld.com

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

WITNESS: AED, INC.

BY: _____
Reginald E. Waters, President

WITNESS: CITY OF GLENARDEN, MARYLAND

M. Toni Taylor, Council Clerk
BY: _____
Dennis Smith, Mayor

Approved as to Form and Legal Sufficiency:

Date: _____

Elissa D. Levan, City Attorney

52042.006:184298



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PSA Insurance & Financial Services 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622		CONTACT NAME: Richard Stahl PHONE (A/C No. Ext): 443-798-7388 FAX (A/C No.): 443-798-7188 E-MAIL ADDRESS: rstahl@psafinancial.com	
INSURED AED Inc 6525 Belcrest Road, Suite 426 Hyattsville MD 20782		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. INSURER B: Hartford Casualty Company INSURER C: Twin City Fire Insurance Co. INSURER D: Evanston Insurance Company INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1611449535

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	30UUNAM7096	1/14/2016	1/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		30UUNAM7096	1/14/2016	1/14/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM - CSL - BI and PD \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		30RHUAM5892	1/14/2016	1/14/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	30WECL6403	1/14/2016	1/14/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Form		MAX7PL0001645 (Deductible \$100,000)	1/14/2016	1/14/2017	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Glenarden, Maryland is included as an Additional Insured where required by written contract. Additional Insured is provided 30 days Notice of Cancellation or Non-Renewal (10 Days for Non-Payment of Premium) for General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Glenarden, Maryland
 Attn: City Manager
 James R. Cousins, Jr. Municipal Center
 8600 Glenarden Parkway
 Glenarden, MD 20706

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard Stahl/RES

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COMMENTS/REMARKS

Foreign Liability - ACE American Insurance Co.
08/02/15 to 08/02/2016 #PHFD38269422 003
Commercial General Liability:
\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit (Any One Person or Organization)
\$1,000,000 Damage to Premises Rented to You Limit (Any One Premises)
\$25,000 Medical Expense Limit (Any One Person)
Contingent Auto Liability
\$1,000,000 Combined Single Limit BI/PD Any One Accident
(Covering Owned and Hired & Non-Owned Autos)
Employers Liability
\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit
Accidental Death and Dismemberment
\$250,000 Principle Sum
Kidnap and Ransom
\$250,000 Principle Sum