



Resolution 18-08
To Award the Lighting Replacement/Removal Contract

Enacted May 16, 2018

**A RESOLUTION
OF THE COUNCIL OF THE CITY OF NEW CARROLLTON, AUTHORIZING THE
AWARD OF A LIGHTING REPLACEMENT/REMOVAL CONTRACT TO CAPITAL
LIGHTING & SUPPLY, A MARYLAND LLC, TRADING AS CAPITAL TRISTATE, IN
AN AMOUNT NOT TO EXCEED \$49,443.79**

WHEREAS, the City of New Carrollton received a State of Maryland Community Development Authority Infrastructure Bond to provide for the renovation of the Municipal Center, which includes the replacement of lighting throughout the building; and

WHEREAS, Baltimore Gas and Electric (BGE) offers an incentive program to improve the energy efficiency of businesses through lighting renovation; and

WHEREAS, City staff has been working with BGE to participate in BGE's Smart Energy Savers Program, and, to that end, sought proposals from BGE approved contractors to replace and remove lighting throughout the Municipal Center; and

WHEREAS, the City obtained three proposals for the replacement/removal of lighting in the Municipal Center; and

WHEREAS, staff reviewed each of the proposals and determined that Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate was the lowest most responsive and responsible bidder; and

WHEREAS, attached to this Resolution is a copy of the proposal and contract pricing from Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate (Exhibit A) showing the total cost and estimated BGE rebate; and

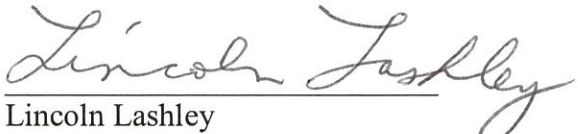
WHEREAS, staff requests that the Mayor be authorized to sign a contract with Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate for the Municipal Center Lighting Replacement/Removal Project in an amount not to exceed \$49,443.79, which is estimated to be reimbursed in an amount of \$10,170.00 through the BGE rebate program, that is in substantially the same form as that attached hereto as (Exhibit B).

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of New Carrollton, that, for good cause shown, Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate is deemed to have submitted the lowest most responsible proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of New Carrollton that the contract for the Municipal Center Lighting Replacement/Removal Project be awarded to Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate in an amount not to exceed

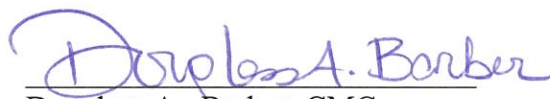
\$49,443.79, and the Mayor is hereby authorized to sign a contract with Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate as stated, provided that the Agreement is in substantially the same form as that attached hereto as (Exhibit B).

ADOPTED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF NEW CARROLLTON, MARYLAND THIS 16TH DAY OF MAY, 2018.


Lincoln Lashley
Chair, City Council

Date: MAY 16, 2018

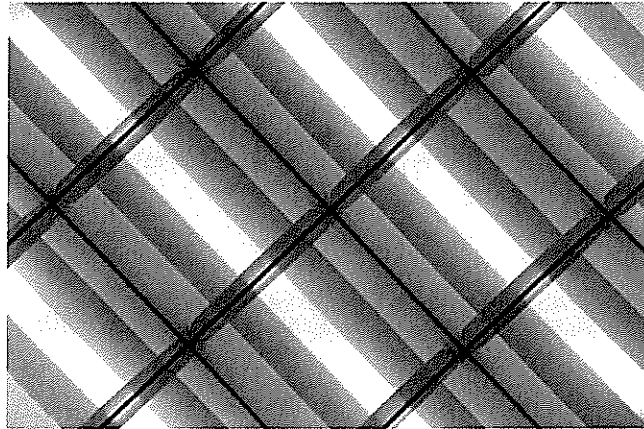
ATTEST:


Douglass A. Barber, CMC
City Clerk

APPROVED:


Andrew C. Hanko
Mayor

Date: MAY 16, 2018



Prepared by:

Tyler Cluck

tyler.cluck@capitaltristate.com

April 30, 2018

*** Data is proprietary and confidential ***

New Carrollton Municipal Center**New Carrollton Municipal Center****April 30, 2018**6016 Princess Garden Pkwy
New Carrollton , MD 20784Contact: **Tim George**
Phone: **(301) 459-6100**Attn: **Tim George**
Re: **New Carrollton Municipal Center**

The following tables show the annual energy and cost savings expected with the proposed design, based on annual usage hours.

Scope of Work

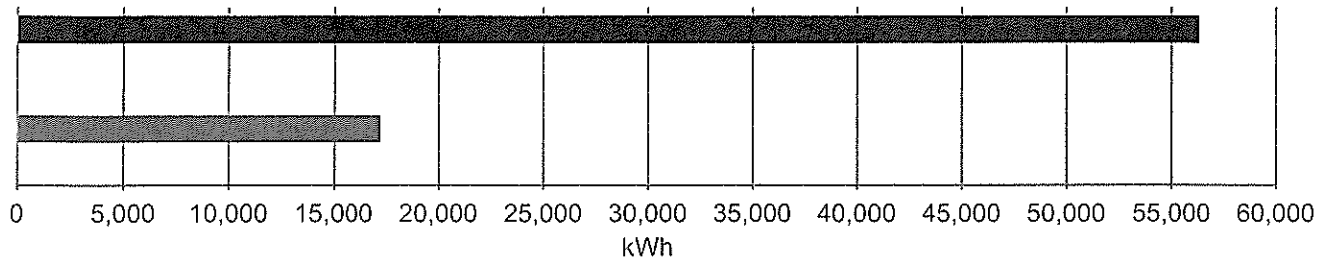
Existing	Qty	Action	Proposed	Qty
F-F17T8-4	2	Replace	24RTC4840	2
F-F32T8-2	6	Replace	24RTC4840	6
F-F32T8-2	6	Replace	24RTC4840	6
F-F32T8-4	47	Replace	24RTC4840	47
F-F32T8-4	17	Replace	24RTC4840	17
F-F32T8-4	9	Replace	24RTC4840	9
F-F32T8-4	41	Replace	24RTC4840	41
HAL-H42-1	1	Remove	Remove Existing Fixtures	1
HAL-H42-1	1	Replace	24RTC4840	1
UFL-FBO32T8-2	23	Remove	Remove Existing Fixtures	23
UFL-FBO32T8-2	25	Replace	24RTC4840	25
UFL-FBO32T8-2	3	Replace	24RTC4840	3

Financial Summary

Initial Project Cost	\$49,443.79
Net Project Cost	\$39,273.79
Total Rebates	\$10,170.00

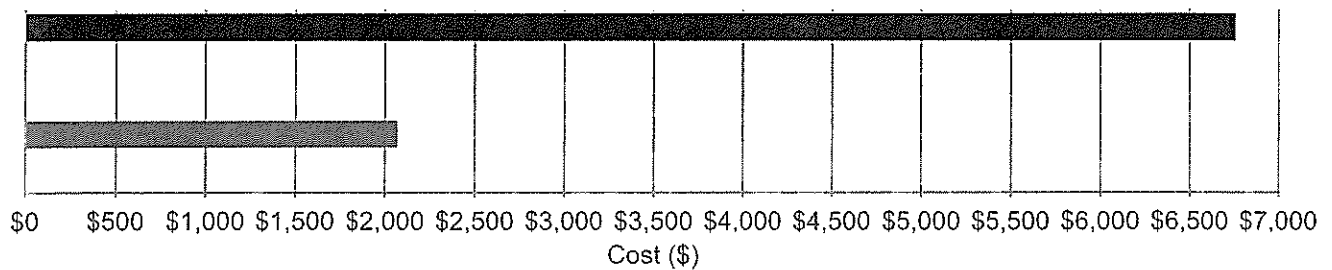
Energy Analysis

Annual Energy Usage



■ 'Projected Usage (kWh)' ■ 'Current Usage (kWh)'

Annual Energy Costs



■ 'Projected Cost (\$)' ■ 'Current Cost (\$)'

Annual Environmental Impact

Reducing energy use is the quickest, safest, most cost-effective way to reduce the emission of greenhouse gases that accompanies the generation of electricity from fossil fuels. By investing in the proposed upgrades you are making a better tomorrow. Reducing 39,071 kWh per year on this project is equivalent to:



60,555 lbs. CO₂ Saved
Leading Cause of Global Warming

- OR -



5.8 Cars Removed from Road
(4.73 metric tons of CO₂ / Passenger Vehicle)

- OR -



3,091 Gallons of Gas Consumed
(0.008887 metric ton of CO₂ per gallon of gasoline)

- OR -



704 Tree Seedlings Grown
(0.039 metric ton CO₂ per urban tree planted for 10 years)

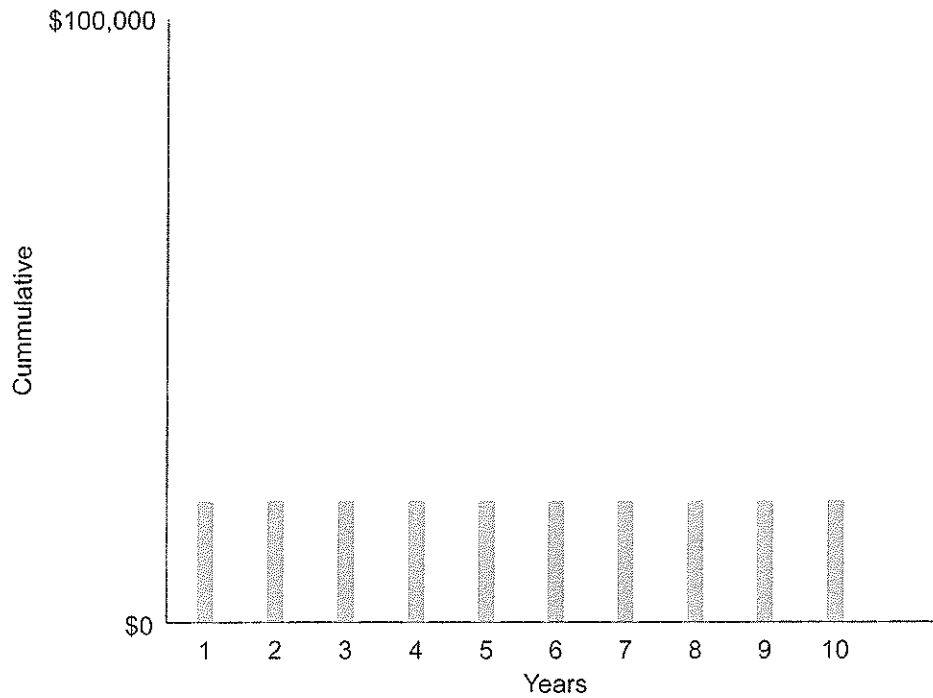
- OR -



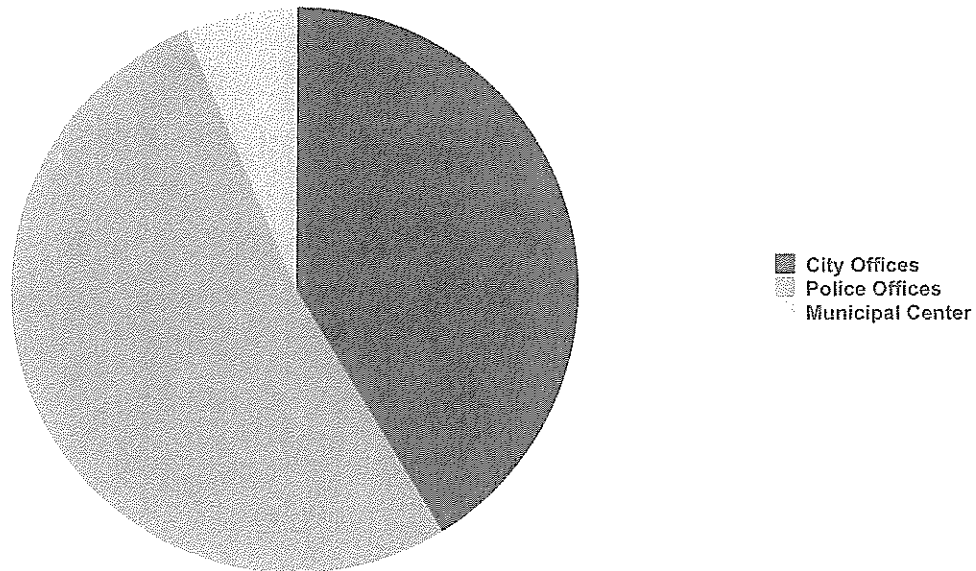
25.9 Acres of Forest in 1 Year
(1.06 metric tons CO₂ sequestered annually by 1 acre U.S. forest)

Cited using <http://www.epa.gov/cleanenergy/energy-resources/calculator>

Return on Investment Timeline



Cost Avoidance Per Year



Total Savings
\$4,688.55

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of New Carrollton, a municipal corporation of the State of Maryland ("City") and Capital Lighting & Supply, a Maryland LLC, trading as Capital Tristate ("Contractor") with principle offices located at 8511 Pepco Place, Upper Marlboro Maryland 20772.

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. Acknowledgement of Participation in BGE Program: The parties hereby acknowledge that it is their intent that the City participate in the Baltimore Gas and Electric ("BGE") incentive program to improve the energy efficiency of the City through lighting renovation. Accordingly, it is anticipated that the City will be reimbursed in an amount of \$10,700 through the BGE rebate program as a result of the services to be performed under this Agreement.

2. Services Provided: The Contractor shall provide the following services for the City: Municipal Center Lighting Replacement and Removal ("the Services"). The Services shall be provided as detailed in the Contract Documents listed below which are attached hereto as Appendix "A" and incorporated herein by reference:

(1) Contractor's Proposal Dated April 30, 2018	<u> X </u>
(2) ADA Certificate	<u> X </u>
(3) Drug-Free Workplace Form	<u> X </u>
(4) Equal Opportunity Employer Form	<u> X </u>
(5) Statement Under Oath to Accompany Bid	<u> X </u>
(6) Insurance Certificate	<u> X </u>
(7) Notice of Award	<u> X </u>
(8) Notice to Proceed (when issued)	<u> X </u>

It being the intent of the City to prescribe a complete work or improvement in obtaining new lighting throughout the work areas within the Municipal Center, which Contractor undertakes to do in full compliance with all applicable plans, specifications, and Contractor's proposal, together with all authorized written alterations thereto. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the Services called for hereunder. Any and all debris and

materials removed by Contractor during the course of providing the Services shall be disposed of in accordance with all applicable laws, regulations and ordinances, including but not limited to the Occupational Safety and Health Act of 1970 and any amendments thereto, as well as the Occupational Safety regulations promulgated by the Maryland Division of Labor and Industry pursuant to the Labor and Employment Article of the Annotated Code of Maryland.

Contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Health Safety and Health laws and regulations.

Contractor shall take all necessary precautions while performing the Services for which the City has herein contracted to protect City property from damage. Any damage to City property is the responsibility of Contractor.

Contractor agrees to accept the City's schedule and budget and to complete the Services within ____ days from the date of the Notice to Proceed. Once Contractor commences work, Contractor shall work diligently and continuously until the Services are complete. It is understood by the parties hereto that time is of the essence in the completion of the Services required by this Agreement. The City reserves the right to inspect the services in progress at any time during the term of the contract. Any discrepancies found during an inspection shall be corrected immediately by the Contractor to the City's satisfaction, at no charge to the City.

Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the Services within the City's established budget and schedule. There shall be no modification of this Agreement unless both the City and Contractor agree thereto in writing prior to the effective date of such modification.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the "Contractor's Equipment").

3. Fees: The City hereby agrees to pay Contractor, as full consideration for Contractor's satisfactory performance of its obligations un this Agreement, a sum not to exceed Forty Nine Thousand Four Hundred Forty Three Dollars and Seventy Nine Cents (\$49,443.79) payable in the following manner: upon completion of the services provided, the submission of an invoice for work performed and the inspection and acceptance of the work by the City. Partial billings may be approved at the sole discretion of the City. Changes in cost of labor, material or equipment, regardless of the reason therefor, will not be considered a basis for any change in the

contract price. The City shall not be responsible for the payment of any change order submitted by Contractor that is for work that was not approved by the City in writing, in advance of Contractor incurring the cost.

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, Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

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

6. Insurance: Contractor covenants to maintain all applicable insurance in such amounts and form as are determined by the City, in its sole discretion, from time to time to be appropriate. Contractor further agrees to provide evidence of such insurance upon request by the City and to provide evidence of the insurance required below upon signing this Agreement. The Certificates of Insurance shall be for an occurrence based policy or policies and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required to be given to the Contractor by the terms of Contractor's

policy or policies of insurance, **and** provide copies of the relevant provisions of said policies to the City with the Certificates. **All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.**

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

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

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

1. **Personal injury liability** insurance with a limit of **\$1,000,000.00** for each occurrence and **\$2,000,000.00** aggregate, where insurance aggregates apply:

2. **Property damage liability** insurance with limits of **\$1,000,000.00** for each occurrence and **\$2,000,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

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

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

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

7. Doing Business in Maryland: Contractor warrants and represents that it (1) is either

(a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

8. Bonds: Performance and payment bonds are not required.

9. 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.

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

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

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

remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

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

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

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

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

17. 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.

18. 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.

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

- A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.
- B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

20. Miscellaneous Contractor Representations

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

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

WITNESS:

CONTRACTOR:

BY: _____
Signature of Person Authorized to Sign

Typed Name/Title of Signatory

Federal I.D. Number: _____

Full Name of Contractor

Telephone Number: _____

Address

FAX Number: _____

City State Zip Code

Email: _____

WITNESS:

CITY OF NEW CARROLLTON

Douglass A Barber, CMC
City Clerk

BY: _____
Andrew C. Hanko, Mayor