

# NEIGHBORHOOD SPRUCE-UP PROJECT REQUEST FOR PROPOSALS



## SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION BALTIMORE, MD

**ISSUE DATE:** April 12, 2024

**DEADLINE FOR QUESTIONS:** April 21, 2024 at 5pm

**PROPOSAL DUE DATE:** April 29, 2024 at 5pm

**PERFORMANCE PERIOD:** Date of award – July 15, 2024

**PROJECT BUDGET:** \$20,000

**CONTACT FOR ALL INQUIRIES:** Molly McCullagh, [molly@southeastcdc.org](mailto:molly@southeastcdc.org)

### PROJECT DESCRIPTION

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Southeast Community Development Corporation (Southeast CDC) received funding from Baltimore City's Community Development Block Grant program to implement small capital projects that are catalysts for social development and community building crucial to achieving a vision of an economically diverse, thriving community. Projects selected must be consistent with community plan or vision and/or has community participation in its development.

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Southeast CDC seeks a Contractor to design and fabricate a sculptural welded steel and stainless-steel bike rack at the Creative Alliance's Creativity Center at 3137 Eastern Avenue (specific location on site identified in photograph below).

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The design should reference the historical industries of Southeast Baltimore: steelwork and ship making.

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The bike rack should accommodate at least four bikes.

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The bike rack must meet City right-of-way guidelines by providing at least five feet of sidewalk space.

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Due to the location, artist must gain approval for design by the Highlandtown Main Street Design Committee and the Department of Transportation's Minor Privilege division.

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**SITE IMAGE**



**BID PACKAGE SHOULD INCLUDE:**

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- 1 Company name and contact information.
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- 2 Company profile and key personnel anticipated to work on this project. Include 1-2 paragraph bio for key personnel highlighting qualifications, relevant licenses, and sample projects.
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- 3 List of anticipated subcontractors and proposed role in project and their qualifications, relevant licenses, and sample projects.
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- 4 Scope of services
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- 5 Project budget (Note: Budget should only include hard costs (which can include artwork); funds cannot be used for design, engineering, project management, or other soft costs.)
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- 6 Proposed timeline
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- 7 Any exceptions, clarifications, or assumptions associated with the bid. (Failure to provide exceptions, clarifications, or assumptions indicates the contractor waives any modifications if awarded the Project.)
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8 Any modifications the contractor may require to the contract included with this RFP. (A silent response to this request indicates the contractor accepts the contract as modified by Southeast CDC.)

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9 Any exceptions to the insurance obligations identified in the contract. (A silent response to this request indicates the contractor can meet the insurance provisions without exception.)

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**DUE TO THE SOURCE OF FUNDING, QUALIFIED CONTRACTORS MUST:**

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1 Meet the Davis-Bacon wage thresholds (and provide payroll documentation as evidence if requested). The most recent wage thresholds for Baltimore City can be found at <https://sam.gov/wage-determination/MD20240014/2>.

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2 Meet insurance requirements outlined in the contract below.

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3 Agree to sign a Waiver of Rights Pursuant to the Visual Artists Rights Act (below).

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**DUE TO THE SOURCE OF FUNDING, PROJECT MUST:**

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1 Have at least a 10 year lifespan.

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2 Receive approval from the Maryland Historical Trust.

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**DELIVERABLES AND CONTACT INFORMATION:**

Contractors responding to this RFP must submit one (1) electronic copy to:  
Molly McCullagh, Southeast Community Development Corporation, [molly@southeastcdc.org](mailto:molly@southeastcdc.org)

## **CONTRACT BETWEEN SOUTHEAST CDC AND (CONTRACTOR)**

THIS AGREEMENT is entered into on this (date) \_\_\_\_\_ by and between SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION ("SECDC") and \_\_\_\_\_ ("Contractor").

### **RECITALS**

- A. SECDC has received a grant of funds from Baltimore City's Department of Housing and Community Development's Community Development Block Grant (CDBG) program for small capital projects.
- B. Contractor has agreed to undertake the project more particularly described on **Exhibit A** attached hereto ("the Project") to be funded with a portion of the CDBG award made to SECDC.
- C. SECDC will disburse the funds for the Project to Contractor pursuant to the terms and conditions of this Agreement.

### **AGREEMENTS**

- 1. FUNDING.** In consideration of the obligations to be undertaken by Contractor as provided herein, SECDC will provide Contractor with funds in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("the Contract Price"). Contractor agrees to use the Contract Price only for the Project and strictly in accordance with the budget set forth on **Exhibit B** attached hereto ("the Project Budget").
- 2. COMMENCEMENT & COMPLETION OF THE PROJECT.** Contractor shall commence the Project on \_\_\_\_\_ and shall complete the Project by \_\_\_\_\_ unless an extension is applied for and granted by SECDC.
- 3. PAYMENT.** SECDC will disburse Contract Price funds to Contractor on a reimbursement basis as the Project progresses in accordance with the payment schedule set forth in Project Budget and upon receipt of an invoice submitted by Contractor. Invoices will be processed within approximately 30 days from SECDC's receipt of invoice.
- 4. NONDISCRIMINATION.** Contractor may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, physical or mental handicap or age in any aspect of its projects, programs or activities. Contractor shall comply with all applicable federal, state and local laws regarding discrimination in employment, housing and credit practices.
- 5. CONTRACTOR'S CERTIFICATIONS.** Contractor certifies that:
  - (a) If Contractor is a corporation or a limited liability company, it is **in good standing** under the laws of the State of Maryland;
  - (b) This Agreement has been duly authorized, executed, and delivered by Contractor in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Contractor; and

(c) **Contractor will ensure that all federal, state, and local government approvals, permits and reviews that are required to accomplish the Project have been obtained** before commencing the applicable work on the Project.

**6. INDEMNIFICATION.** Contractor hereby waives and releases SECDC from, and agrees that SECDC shall not have any liability for, and agrees to defend, indemnify, and hold harmless SECDC from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against SECDC as a result of or in connection with the Project, except to the extent caused by the gross negligence or willful misconduct of SECDC. To the extent permitted by law, Contractor further agrees that all money expended by SECDC as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Contractor to SECDC as appropriate. Contractor's obligation to indemnify SECDC shall survive the term of this Agreement.

**7. INSURANCE**

(a) Contractor shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and, if applicable, the Property both during and after fabrication, construction or rehabilitation; and Contractor shall pay the expense of such insurance. Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.

(b) Prior to commencement of work on the Project, **Contractor shall submit to SECDC an ACORD insurance certificate naming SECDC as an additional insured (information listed below)**, which shall provide for notification to SECDC prior to cancellation of any Project-related insurance policies.

Southeast Community Development Corporation  
3323 Eastern Avenue, Suite 200  
Baltimore, MD 21224

**8. WAGE THRESHOLDS** Project contractors must comply with Federal Labor Standards by meeting Davis-Bacon Wage thresholds for all employees and subcontractors involved in the Project.

**9. NOTICES.** All notices, requests, approvals, and consent of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date a signed copy is e-mailed, addressed as follows:

TO SECDC:  
Southeast Community Development Corporation  
3323 Eastern Avenue, Suite 200  
Baltimore, MD 21224  
Attn: Laurie Kinkel, Interim Executive Director  
laurie@southeastcdc.org

TO CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. MISCELLANEOUS.** This Agreement may not be amended except by a written instrument executed by the parties hereto; it may not be assigned without the prior written approval of SECDC; and it constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Project and the Contract Price.

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

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION

By: \_\_\_\_\_

Laurie Kinkel, Interim Executive Director

(CONTRACTOR)

By: \_\_\_\_\_

**WAIVER OF RIGHTS PURSUANT TO THE VISUAL ARTISTS RIGHTS ACT**

I, \_\_\_\_\_ (the "Artist"), hereby represent and warrant that the Artist designed and constructed the [SPECIFY TYPE OF ARTWORK] at [SPECIFY LOCATION OF ARTWORK] (the "Artwork"). Artist represents and agrees that the Artwork is considered to be a "work of visual art" subject to the provisions of the federal Visual Artists Rights Act of 1990, specifically the rights of certain authors to attribution and integrity, as codified at 17 U.S.C. Section 106(A)(a), in accordance with the waiver of 17 U.S.C. Section 106(A)(e)(1).

Artist, as author of the Artwork, hereby agrees to permanently waive voluntarily all rights to attribution and integrity with respect to the Artwork and any and all claims as my arise under the Visual Artists Rights Act 1990, 17 U.S.C. Sections 106(A) and 113(d) ("VARA"), or any other local, state foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same of similar rights ("Moral Rights Laws"), with respect to the Artwork, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the Mayor and City Council of Baltimore, its officers, employees, agents, contractors, licensees, successors or assigns (the "City"). Artist hereby waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the Artwork, and its agents, officers and employees, for physical defacement, mutilation, alteration, distortion, destruction, or other modification of the Artwork.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Artwork, in whole or in part, in City's sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Artwork done without the City's authorization. However, the City, in its sole discretion and without notice to Artist, may pursue claims against third parties for modifications or damage or to restore the Artwork if the Artwork has been modified without the City's authorization.

If the City modifies the Artwork without Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist hereby understands the effect of this waiver and hereby acknowledges that Artist is surrendering the rights described herein with respect to the Artwork.

**ACKNOWLEDGED AND AGREED:**

**ARTIST**

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_