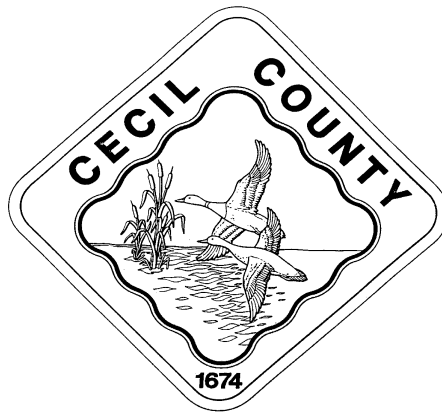


**RFP 18-04:**

**“On-Call Real Estate Consulting Services – To Include Property  
Appraisal and Acquisition”**

**CECIL COUNTY, MARYLAND**



Cecil County Finance Department/  
Purchasing Division  
200 Chesapeake Blvd, Suite 1400  
Elkton, MD 21921  
[PURCHASINGOFFICE@CCGOV.ORG](mailto:PURCHASINGOFFICE@CCGOV.ORG)  
410-996-5395/5396

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## **I. PURPOSE:**

Cecil County, Maryland is requesting proposals and/or presentations for “**On-Call Real Estate Consulting Services – To Include Property Appraisal and Acquisition**” according to Chapter 92 of the Cecil County Code and specifications as stated within the Scope of Work from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

## **II. OBJECTIVE:**

The objective of this Request for Proposal (RFP) is for Cecil County, Maryland to select a VENDOR for Real Estate Consulting Services as described in the specifications attached and any Federal, State and Local requirements. It is the intent of the Cecil County, Maryland to execute an agreement with the most qualified team that presents an economically viable proposal. To that end, Cecil County, Maryland supports and encourages the formation of teams that maximize the qualifications of the respondents in all aspects. The composition of the Respondent’s team or team configuration shall be clearly defined and stated within the proposal. The vendor shall be selected according to **Best Value** as determined by a select County Committee.

## **III. INQUIRIES:**

All inquiries, questions, etc. concerning the RFP shall be forwarded to Purchasing Office by e-mail ([PURCHASINGOFFICE@CCGOV.ORG](mailto:PURCHASINGOFFICE@CCGOV.ORG) cc; [dpyle@ccgov.org](mailto:dpyle@ccgov.org)) or by calling 410-996-5396 or by mailing requests to the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating vendors of the RFP as soon as possible. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

## **IV. METHOD OF SOURCE SELECTION:**

Cecil County, Maryland is required to adhere to the Cecil County Code, Section 92 Purchasing, concerning good public purchasing practices using a competitive process (RFP). All available information may be reviewed on the Cecil County, Maryland website ([www.ccgov.org](http://www.ccgov.org)).

## **V. PROPOSAL SUBMITTAL REQUIREMENTS:**

Prospective packages shall be submitted in a sealed envelope clearly marked in the lower left-hand corner “**RFP 18-04; “On-Call Real Estate Consulting Services - To Include Property Appraisal and Acquisition”**” no later than **1:30 p.m. on May 19, 2017**. All proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921. All material submitted will become the property of the Cecil County, Maryland and the only information available at the proposal opening will be the names of vendors submitting proposals. No facsimile of proposals will be accepted.

## **VI. PROJECT DESCRIPTION/SCOPE OF WORK:**

Cecil County Department of Public Works is seeking comprehensive professional real estate consultants to perform planning, appraisal, negotiating, and other property acquisition services, and related tasks on an On-Call basis. The scope of work shall include, but not be limited to:

The scope of work shall include, but not be limited to:

1. Land records search;
2. Title search and professional certifications;
3. Provide land value appraisals;
4. Determine fair compensation to acquire right of way and easements in accordance with the Uniform Act (49 CFR Part 24)
5. Represent the County in negotiations to acquire right of way and easements in accordance with the Uniform Act;
6. Provide guidance and professional judgment during condemnation proceedings
7. Record plats and deeds at the County Land Records Office
8. Perform searches of available land within the County and make recommendations to purchase property to meet the needs of various projects throughout the County
9. Negotiate utility agreements and determine prior rights for required utility relocation projects;
10. Attend project progress meetings and provide guidance and recommendations to facilitate the acquisition of required right of way and easements.

In addition the following services while not required core competencies may be requested of the vendor:

1. Development of plats title and deeds in support of county projects;
2. Due Diligence site investigations to evaluate the site for suitability for county purposes to include:  
Environmental studies, investigation into potential existence of Constituents of Concern;
3. Site land planning studies to evaluate suitability of the site;
4. Concept design for minor road improvements to improve site lines and turning radius at various intersections of public roads;
5. Other designs necessary for development or modifications to plats for right of way or easements acquisitions;
6. Utility surveys to include utility designation and locating.

## QUALIFICATIONS

The response to this RFP should be concise, and focused. The proposal must indicate specifically which Project team member is responsible for the work proposed. To aid in the comparative evaluation of proposals, please include the following:

QUALIFICATIONS: The response to this RFP should be concise, and focused. The proposal must indicate specifically which Project team member is responsible for the work proposed.

To aid in the comparative evaluation of proposals, please include the following:

1. Introduction (to be provided in letter of interest).
  - a. Name, address, phone, and fax number of firm
  - b. Brief background history of the firm
  - c. Identify of the Principals of firm, number of staff, etc.
  - d. Capacity to perform, i.e., adequacy of personnel, financial responsibility, and creditworthiness
  - e. Location of office from which this contract will be administered and the name of the principal in charge
  - f. Services offered by firm
2. Firm's record of performance and demonstrated ability, knowledge, and experience.
  - a. Describe the organization and management team for this Project. (one page)
  - b. Identify each key team member and other specialty members employed or contracted by the firm for this Project, and identify the person who will be the daily point of contact for communications. Cecil County requires that Project team members not be replaced without prior consent of the County. (one page)
  - c. Provide a brief resume for all key team members. (max. one page per team member)
  - d. Provide the names of Certified Professionals licensed in the State of Maryland that will perform or direct the work performed under this contract.
3. Provide a brief description of similar type projects and the familiarity with Cecil County (one pages)
4. Provide information on the technical expertise and familiarity of the Firm/Project Team listed in this proposal on the items described under Project Description and any other factors that demonstrate the firm's ability to provide the requested services. ( One page)

5. Rate Structure - On Attachment A list salary rates for the specified classifications of personnel, an average hourly rate for the proposed project team, payroll burden and overhead for the most current accounting period available, and a schedule of rates for other direct costs such as travel, equipment rentals, non-professional services, printing, etc. Consideration for salary rate escalation will occur annually after the anniversary date of the awarded contract.
6. Firms shall include with their proposal a **sample** certificate of their liability insurance.

### **Comprehensive Scope of Services and Cost Derivation**

The services provided under these contracts will be assigned by Task Order. The selected firm shall, upon request from the County, submit a comprehensive scope of services and cost derivation for each engineering task assigned. The scope of services shall include all activities necessary to complete the assigned task, a schedule showing a timeline to implement each activity, a cost derivation for direct labor to provide professional services, projected costs for direct expenses such as travel, equipment rental, non-professional services, printing, etc, and proposed deliverables required to complete the task.

### **GENERAL CONTRACT AND PROPOSAL INFORMATION**

1. **Proposal Submittal Date and Location** – Interested firms should submit one (1) original, three (3) copies and one (1) electronic copy (PDF on disk or thumb drive) proposals in response to this RFP by **1:30PM May 19, 2017**. All proposals shall be submitted to the Cecil County Purchasing Office the following address:

Cecil County Purchasing  
Attention: Mr. David Pyle  
200 Chesapeake Boulevard,  
Elkton, MD 21921

2. **Revisions to RFP** – In the event it becomes necessary to revise any part of the RFP, revisions will be provided to all firms who notified Cecil County DPW of their interest in this RFP and have provided the County with an address.
3. **Acceptance of Proposal Content** – The contents of the proposal of the successful firm will become a part of any contract awarded as a result of these specifications.
4. **Firm's Responsibilities** – The selected firm will be required to assume sole responsibility for the complete effort as required by the RFP.
5. **Rejection of Response** – The County reserves the right to reject any responses, or to award in whole, or in part, if deemed to be in the best interests of the County. To do so, the County shall have authority to award orders or contracts to firms best meeting specifications and conditions.
6. **Ownership of Material** – Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall be transferred to the County upon completion of the contract.

7. **Contract conditions** – The Contract Conditions for all contracts awarded under this RFP shall of the “Contract for On-Call Real Estate Consulting Services - To Include Property Appraisal and Acquisition”. The terms and conditions on the reverse side of the County Purchase Order shall become part of the contract. The Contract shall be governed by the laws of the State of Maryland.
8. **Qualifications Based Selection** – A recommendation to award a contract will be made based on a Qualification Based Selection (QBS), low cost will not be the primary criteria for selection. A cost proposal will be negotiated for each assigned task using the comprehensive scope of services developed by the selected firm. The contract will be awarded on a cost (direct labor, and payroll burden and overhead) plus fixed fee (10% of costs) basis with a negotiated not to exceed contract amount. Direct expenses shall be passed through to the County with no surcharge.

The County is not liable for any cost incurred by the consultant in the preparation or presentation of the proposal.

### **EVALUATION AND SELECTION PROCESS**

Major factors/criteria for the selection:

1. Consultants’ resources/capability to accomplish proposed work on schedule, and experience on similar projects – 30%.
2. Key Staff/Project Team experience, reputation and qualifications pertaining to Real Estate Services – 30%.
3. Past project performance within Cecil County and other Maryland jurisdictions – 20%.
4. Completeness of submission to include clarity, readability & presentation of material – 10%.
5. Salary schedule – 10%

Based on the criteria established, an evaluation committee consisting of three members of the Engineering and Construction Division, Cecil County DPW, will be selected to read, screen, and rank all responses to this Request for Proposals. The County may request a presentation from the highest ranked interested parties. Presentations may result in a change of rank. A recommendation will be made to the Director of Administration to award a contract to one or more firms based on the ranking of the panel. The County reserves the right to reject any and all proposals.

### **QUESTIONS**

Questions regarding this Request for Proposals should be submitted via email to Mr. David Pyle, Dpyle@ccgov.org. Questions received, and the County’s response, will be provided in e-mail format to all firms who have contacted the County and expressed an interest in this project and provided an e-mail address.

It is the intent of these general concepts to describe the general requirements of the County for:

The County does not set DBE/MBE requirements but fully encourage minority business participation with all contracted services.

## **VII. CONSTRAINTS ON THE SUCCESSFUL VENDOR:**

### **PERMITS**

All required permits shall be obtained and paid for by the VENDOR, except those listed below, which have been obtained by the County and are hereby made a part of this Contract.

### **WARRANTY**

The VENDOR shall warrant all work and shall guarantee to satisfactorily meet the County's requirements. The VENDOR shall provide all warranty information as part of their proposal.

### **VENDOR'S RESPONSIBILITY**

It shall be the VENDOR's responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the VENDOR of his responsibility to perform such work.

### **ANNULMENT OF CONTRACT**

Should the VENDOR fail to fully satisfy the customer, or to comply with orders of the County, or to perform anew such work that has been rejected as defective and unsuitable, or if the VENDOR shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County's convenience.

### **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon the County or its authorized assistant, it being understood that in such matters he acts as the agent or representative of the County.

### **APPROXIMATE QUANTITIES**

The VENDOR's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the VENDOR but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are approximate only and have been used by the County as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Contract. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the VENDOR, in making up and/or submitting his proposal or proposal relies upon the accuracy of said estimated quantities, does so at his own risk.



**VIII. VENDOR PERSONNEL REQUIREMENTS:**

**AFFIRMATIVE ACTION POLICY**

In accordance with Cecil County's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the VENDOR, for themselves, their assignees and successors in interest, agrees to comply with all federal, state and local non-discrimination regulations.

**RESPONSIBILITY FOR COMPLETE PROJECT**

It is the responsibility of the VENDOR to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it will be included by the vendor without extra payment.

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The Contractor shall use their best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

**LICENSES AND CERTIFICATES (Form Attached):**

The County reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. It shall be the sole responsibility of the awarded contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

**IX. RESPONSIBILITIES OF THE ORGANIZATION:**

**INSPECTION**

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for completion of the project.

**METHOD OF PAYMENT**

All invoices shall be reviewed and approved by a VENDOR's representative and the County's representative before submission. All invoices must be submitted to the Cecil County Finance Department, Accounts Payable, Suite 1100, Elkton, MD. 21921.

All invoices will be Net 30 and if time frame for completion is over thirty (30) days, payments and invoices shall be equally submitted every thirty (30) days and the final payment upon final acceptance of the final product.

### **CLAIMS**

Should the VENDOR believe that it is entitled to any additional compensation; the VENDOR shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses or delays.

### **TRANSPORTATION**

Prices quoted shall be net, including transportation and delivery charges fully pre-paid by the seller, f.o.b. destination (Cecil County designated area). No additional charges will be allowed for packing, packages or partial delivery costs. By submitting their quote, all vendors certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers will be used, except as otherwise specified herein.

### **X. INSTRUCTIONS FOR PROPOSAL:**

Proposal shall be submitted in a sealed envelope addressed to:

Cecil County Purchasing Office  
200 Chesapeake Blvd., Suite 1400  
Elkton, Maryland 21921

The VENDOR's name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The VENDOR shall submit minimally one (1) original, one (3) copies and one (1) electronic copy (PDF copy on disc or thumb drive) of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County, Maryland.

### **XI. COMPLIANCE WITH THE RFP:**

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

### **XII. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:**

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to the Cecil County Purchasing Office, David E. Pyle, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921 (410-996-5395) in writing and a request made for modifications or clarification. All changes to RFPs will be made in writing (addendum) and all parties who have received the RFP will receive the addendum. Offerors are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

### **XIII. IMPLIED REQUIREMENTS:**

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

**XIV. PROPOSALS AND PRESENTATION COSTS:**

The Cecil County, Maryland, or its agencies, is not liable in any way for any costs incurred by the vendors in the preparation of their proposals in response to the RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

**XV. REJECTION OF PROPOSALS:**

The Cecil County, Maryland or its agencies reserves the right to accept in part or in whole any or all proposals submitted or to waive any technicality or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any offeror determined to be non-responsive in accordance with the Code of Cecil County, Section 92 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

**XVI. EXCEPTIONS TO FORMAT:**

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.**

**XVII. REQUESTS FOR CLARIFICATION:**

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the VENDOR's proposal.

**XVIII. VALIDITY OF PROPOSALS:**

All proposals shall be valid for one hundred eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in modifications to the RFP, then one hundred eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the VENDOR and Cecil County, Maryland.

**XIX. EVALUATION OF PROPOSAL AND AWARD:**

- a. The County reserves the right to reject any or all proposal for any reason in whole or in part that are received in response to this RFP.
- b. The Contract shall be awarded or rejected within one hundred twenty (120) days from the date of opening proposal.
- c. If the vendor to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected vendor or the County may reject the entire proposal as their interest may require.

- d. The award will be made to the vendor whose proposal is determined to be professionally and technically correct. The selection process, may however, include a request for additional information or an oral presentation to support the written proposal; the price proposal will be considered firm and cannot be altered after receipt per terms of this proposal.
- e. The County reserves the right to award the contract not necessarily to the vendor with the lowest price, but rather to the vendor that demonstrates the best ability to fulfill the requirements of the RFP (**BEST VALUE**).

### **SELECTION PROCESS**

Major factors/criteria for the selection:

1. Consultants' resources/capability to accomplish proposed work on schedule, and experience on similar projects – 30%.
2. Key Staff/Project Team experience, reputation and qualifications pertaining to Real Estate Services – 30%.
3. Past project performance within Cecil County and other Maryland jurisdictions – 20%.
4. Completeness of submission to include clarity, readability & presentation of material – 10%.
5. Salary schedule – 10%

Based on the criteria established, an evaluation committee consisting of three members of the Engineering and Construction Division, Cecil County DPW, will be selected to read, screen, and rank all responses to this Request for Proposals. The County may request a presentation from the highest ranked interested parties. Presentations may result in a change of rank. A recommendation will be made to the Director of Administration to award a contract to one or more firms based on the ranking of the panel. The County reserves the right to reject any and all proposals.

### **BASIS OF AWARD**

The Contract may be awarded to the selected responsible vendor whose proposal complies with all the requirements prescribed and considered **Best Value** to the County as interpreted by the review committee. In acceptance of the proposal, the County will be guided by consideration of the interests of the public and the County shall be under no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest vendor, unresponsive proposal or proposal obviously unbalanced may be rejected.

The County also reserves the right to negotiate further with one (1) or more of the bidders as to any features of their bids and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County, Maryland. Any CONFIDENTIAL or PROPRIETARY information shall be identified within their proposal.

- **METHOD OF AWARD**

- (a) The County reserves the right to reject any or all proposals.

- (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.
- (c) If the Proposer to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected Proposer or the County may reject the entire proposal as their interest may require.

- **QUALIFYING PROPOSALS**

Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of Cecil County Maryland. All reasonable efforts will be made by the Cecil County Maryland to avoid prejudice to any VENDOR.

- **MANDATORY REQUIREMENTS**

All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. VENDORS shall supply a letter stating that their team meets these requirements. All information that is specifically requested is considered to be a mandatory requirement.

- **TECHNICAL EVALUATION**

After determining compliance with the mandatory requirements and considered responsive to this proposal, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. VENDORS judged not to be responsible or VENDORS whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified. Discussions, oral presentations and/or demonstrations **may** be held with those qualified VENDORS or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the evaluation of all proposals and depending on the number of qualified proposals, the County may select at least two (2) finalists for final negotiation of best and final offer.

- **ORAL PRESENTATION**

As indicated above, discussions and oral presentations may be held. If Oral Presentations are required, the selected best two (2) contractors may be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County, Maryland to meet the VENDORS key personnel
- To allow the VENDORS to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each VENDOR will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation. Upon completion of the oral presentations, the Cecil County, Maryland will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

- **FINAL SELECTION**

Based on its evaluation of the technical proposals, the Evaluation Committee will make a recommendation to Cecil County, Maryland for the award of the contract to the responsible VENDOR whose proposal is determined to be the most advantageous to Cecil County, Maryland, considering both technical and financial factors, to include any final proposals as set forth in the RFP.

- **DISCUSSIONS**

A. Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one Proposer be discussed or identified in any part with a separate Proposer.

B. During discussion, a Proposer may modify its proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to be withdrawn without approval of the proper County authorities.

C. If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made and all Proposers shall be notified of the change/s and be given the chance to modify their proposal accordingly.

- **NEGOTIATIONS**

It is policy to procure from responsible sources at fair prices the goods and services required by the County. During the RFP process, Price Negotiation may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

All contracts are contingent upon budgetary constraints.

**XX. AWARD AND TERM:**

Cecil County, Maryland intends that the contractor awarded a contract, will perform the work commencing upon the date specified in the Notice to Proceed or notification letter and terminate upon expiration or completion of the project unless terminated by the County with the delivery of written notification of contract termination. All contracts extending beyond the County's fiscal year (June 30<sup>th</sup> annually) shall be subject to budget appropriation. In the event the on-going contract does not acquire funding to continue, the awarded contractor shall be notified in writing at the earliest possible date and contract termination shall be coordinated.

**XXI. PROPOSAL PROTEST**

Any party who feels the proposal process has not meet the guidelines as stated within the Code of Cecil County Maryland or as outlined within the proposal may submit a protest in accordance with the guidelines as stated within the Code of Cecil County Maryland, Chapter 92, Purchasing. These guidelines are available upon request at the Purchasing Office or on the Cecil County Maryland Website ([www.ccgov.org](http://www.ccgov.org)). Any questions concerning the purchasing process or this proposal should be forwarded to Cecil County Purchasing Agent at 410-996-5395 or e-mail to [dpyle@ccgov.org](mailto:dpyle@ccgov.org).

**ATTACHMENT #1**  
**REQUEST FOR PROPOSAL**

Sealed Request for Proposal (RFP) for Cecil County, Maryland for RFP 18-04; **“On-Call Comprehensive Real Estate Consulting Service”** as described in the proposal package, will be received from qualified vendors at any time and up to **1:30 p.m. on May 19, 2017.** Individual packages shall be marked in the lower left corner: **RFP #18-04; “On-Call Comprehensive Real Estate Consulting Service”.** Packages delivered prior to the RFP opening should be brought to the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. Additional specifications and/or instructions to vendors may also be obtained by calling the Purchasing Office at 410-996-5395 or email to [PurchasingOffice@ccgov.org](mailto:PurchasingOffice@ccgov.org). Cecil County, Maryland reserves the right to reject any or all proposals and to waive technicalities. All proposals are based upon budgetary constraints.

All questions or discussions concerning this proposal, proposal documents, specifications, etc., shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office, concerning this or any other County proposal, RFP, solicitation or quote.

Electronically submitted bid proposals will not be accepted. Bid proposals are provided on the Cecil County web-page (<http://www.ccgov.org/government/purchasing/current-projects>) as a PDF document for all vendors to download. **All vendors wishing to submit a proposal shall obtain an original set of documents from the Cecil County Purchasing Office or from the Cecil County website.** Changes or addendums to this proposal and or other documents will be posted to the proposal documents on the County web-page and sent directly to vendors who have obtained an original set of proposal documents. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County web-site. Vendors obtaining electronic copies of the proposal documents will be directly responsible for obtaining updates, changes or addendums, either from the updated web-page or by contacting the Purchasing Office.

Upon request, the Purchasing Office will provide vendor lists **to requesting parties** for all solicitations published unless a vendor/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

By: David E. Pyle, CPPB  
Purchasing Agent  
Cecil County, Maryland

**ATTACHMENT #2**  
**CERTIFICATION OF VENDOR'S QUALIFICATIONS**

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Vendor's State of Maryland Construction Firm License or required applicable license **shall** be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All vendors shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **"On-Call Real Estate Consulting Services - To Include Property Appraisal and Acquisition"**
2. Contract No.: **RFP #18-05**
3. **State of Maryland Construction Firm License No.:** \_\_\_\_\_
4. Name of Vendor: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
When Organized: \_\_\_\_\_  
Where Incorporated: \_\_\_\_\_  
**Foreign Business No. (if applicable):** \_\_\_\_\_
5. Has the Vendor paid any sales tax on the equipment to be used on the project? Yes \_\_\_\_\_ No \_\_\_\_\_
6. How many years has the bidder been engaged in this business under your present firm name?  
\_\_\_\_\_
7. Have you ever refused to sign a contract at your original RFP/Bid?  
Yes \_\_\_\_\_ No \_\_\_\_\_
8. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_  
Remarks: \_\_\_\_\_
9. Will you, upon request, furnish any other pertinent information that Cecil County, Maryland may require? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Does your business maintain a regular place of business in the State of Maryland (Resident) \_\_\_\_\_ or would your business be considered Non-Resident \_\_\_\_\_?
11. Has the vendor or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal Cecil County, Maryland. Yes \_\_\_\_ No \_\_\_\_  
(If yes, explain \_\_\_\_\_)

With the submission of this certification, the bidder thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(Name of Bidder)

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

Title: \_\_\_\_\_



**ATTACHMENT #3**  
**PROPOSAL COST SHEET – RFP 18-04**

**PROJECT: “On-Call Real Estate Consulting Services - To Include Property Appraisal and Acquisition”**

**DATE:** \_\_\_\_\_

**VENDOR:** \_\_\_\_\_ **BY:** \_\_\_\_\_  
(To be same as in the Proposal Agreement)

**BUSINESS ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

This is to certify that \_\_\_\_\_ has received Addendum No. \_\_\_\_\_ through No. \_\_\_\_\_ and this project reflects changes created by the addenda.

**PROPOSAL FORM** Cecil County, Maryland; For all design, labor, tools, materials, testing, training, delivery and possible removal of old and any other incidentals necessary to complete this proposal as specified herein. A separate price is required for each line item.

**BID PRICE FOR:** Vendor shall provide costs utilizing Attachment “A” Hourly Rate Schedule.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Tele: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Cell Phone # \_\_\_\_\_

The undersigned swears (or affirms) under the penalty of perjury that the Bidders, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder any unfair advantage over others, nor have to gain any favoritism in the award of any contract resulting from this bid. By signing this bid form, I acknowledge that I have read the entire bid package.

Bid Submitted by:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Firm or Dealer

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Authorized Name & Signature

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address (Street)

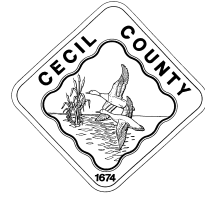
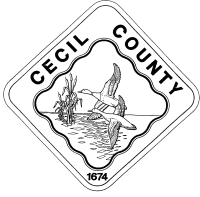
\_\_\_\_\_  
(City, State, Zip Code) Address

The attached proposal is accepted and hereby ratified and confirmed by Cecil County, Maryland for its purchase this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Alan J. McCarthy  
County Executive  
Cecil County Maryland

**ATTACHMENT #4:**  
**INDEMNITY/HOLD HARMLESS AGREEMENT**

Cecil County, Maryland  
200 Chesapeake Blvd.  
Suite 1400  
Elkton, MD 21921



To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County, Maryland, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County, Maryland, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Request for Proposal #18-04: “On-Call Real Estate Consulting Services - To Include Property Appraisal and Acquisition”**, except that the Organization shall not be responsible to Cecil County, Maryland on indemnity for damages caused by or resulting from Cecil County, Maryland's sole negligence; and, the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Address of Organization: \_\_\_\_\_

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

Return this letter with Proposal Package

## ATTACHMENT #5:

### **STATE OF MARYLAND SALES AND USE TAX ADMISSIONS AND AMUSEMENT TAX LAWS AND REGULATIONS ISSUED BY COMPTROLLER OF THE TREASURY SALES AND USE TAX DIVISION**

#### **11-221 Taxation by Other Law**

(c) Sales tax paid in other jurisdiction –

- (1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property or service enters this state, the sales and use tax does not apply to use of the property or service in this state.
- (2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 1-303 (b).

#### **11-214 Nonresident Property**

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

- (1) A non-resident.
  - (i) Acquires before the property or service enter the state; and
  - (ii) Uses:
    1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
    2. Does not remain in the state for more than 30 days.

#### **11-303 Depreciation Allowance**

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
  - (1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and
  - (2) The use first occurs in another state or federal jurisdiction.
- (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.

**ATTACHMENT #6**  
**AGREEMENT OF TERMS AND CONDITIONS:**

**PROPOSAL**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2017. Business  
Address \_\_\_\_\_  
\_\_\_\_\_.

The VENDOR declares that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus, kitchen utensils and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the VENDOR has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be signed and subscribed to by at least one (1) member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
_____	_____	_____
_____	_____	_____

The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation, as the case may be, must be given here by the member of the firm or by the officer or agent of the corporation who signs the proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT #7:**  
**VENDOR CERTIFICATION**

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Name of Organization)

State of \_\_\_\_\_

County of \_\_\_\_\_, ss.

\_\_\_\_\_ being duly sworn, states he is \_\_\_\_\_ of  
(Office)

\_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(My Commission Expires: \_\_\_\_\_ )

(NOTARY SEAL)

**ATTACHMENT #8**

**Office of the County Executive**  
Alan J. McCarthy  
County Executive

Alfred C. Wein, Jr.  
Director of Administration

Office: 410.996.5202  
Fax: 410.996.1014



**Department of Finance**  
**Purchasing Division**

Procurement & Fleet Manager  
410.996.8122  
Purchasing Office  
410.996.5395/5396

County Information  
410.996.5200  
410.658.4041

**CECIL COUNTY, MARYLAND**

Department of Finance  
Purchasing Division  
200 Chesapeake Boulevard, Suite 1400, Elkton, MD 21921

**Agreement of Jurisdiction**

Governing Law; Consent to Jurisdiction. This procurement shall be governed by the laws of the State of Maryland, and the parties submit to the jurisdiction of the courts of the State of Maryland. This agreement may not be modified except in writing executed by the parties.

VENDOR NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

VENDOR TELEPHONE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DEPARTMENT REQUESTING JURISDICTION AGREEMENT: \_\_\_\_\_

Return completed document to:

Purchasing Office  
200 Chesapeake Boulevard, Suite 1400  
Elkton, Maryland 21921

Phone (410) 996-5395  
Fax (410) 996-5232  
Email [dpyle@ccgov.org](mailto:dpyle@ccgov.org)

**ATTACHMENT #9**  
**VENDOR RFP CHECKLIST**

The following is a checklist to assist the VENDOR in verifying all required information is provided at the RFP opening; may not be all inclusive. It remains the VENDOR's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the Purchasing Office, 410-996-5395.

1. RFP package labeled properly for identification; submitted two distinct parts:
  - A. Vendor's proposal
  - B. Pricing and pricing explanation as needed (Attach #3 & scope of work).
  
2. Completion of the following Attachments and submitted with the proposal submittal:
  - #2: Certification of Vendor's Qualifications and **copies of any required license/s.**
  - #3: Proposal Cost Sheet;
  - #4: Indemnity/Hold Harmless Agreement completed and signed
  - #6: Agreement of Terms and Conditions completed
  - #7: Vendor Certification sheet completed, signed and NOTARIZED
  - #8: Agreement of Jurisdiction
  - "A": Hourly Rate Agreement
  
3. A copy of a Certificate of Insurance naming Cecil County, Maryland as an "Additional Insured" and showing all information of required Liability and Worker's Compensation insurance shall be provided by the VENDOR awarded the contract.
  
4. Proposal Bonds with proposal as required.
  
5. (1) original, three (3) copy and one (1) electronic copy (PDF copy on disc or thumb drive) of the proposal shall be submitted.
  
6. New vendors entering into an agreement with the County shall be required to also submit a company's W-9 and completion of the attached Jurisdiction agreement.
  
7. Vendor has identified or labeled all submitted material they consider "Confidential" or "Proprietary".



**ATTACHMENT "A"**  
**HOURLY RATE SCHEDULE**

<i>Provide rates for all positions listed below</i>	<i>Hourly Rate without overhead</i>
<i>Principal</i>	\$ _____
<i>Project Manager</i>	\$ _____
<i>Property Negotiator</i>	\$ _____
<i>Property Appraiser</i>	\$ _____
<i>CADD Technician</i>	\$ _____
<i>Licensed Surveyor</i>	\$ _____
<i>Survey Crew member</i>	\$ _____
<i>Clerical</i>	\$ _____
 <i>Average Hourly Rate</i>	 \$ _____
<i>Overhead and Payroll Burden</i>	_____ %
 <i>Direct Costs</i>	
<i>Printing Reports</i>	\$ _____
<i>Printing Maps and Plans</i>	\$ _____
<i>Mileage</i>	\$ _____
_____	\$ _____
_____	\$ _____
 <i>(Name of Firm)</i>	

**Exhibit A,**  
**Agreement between County and Consultant on an On-Call/Task Order Basis**  
dated \_\_\_\_\_, \_\_\_\_\_.

**Schedule of Consultant's Services**

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Services to be provided under a Task Order may include the following:

**PART 1 – BASIC SERVICES**

*A.1.01 Study and Report Phase*

A. The Consultant shall:

1. Consult with County to define and clarify County's requirements for a Specific Project and available data.
2. Advise County as to the necessity of County's providing data or services of the types described in Exhibit B which are not part of Consultant's Basic Services, and, if requested, assist County in obtaining such data and services.
1. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project evaluated, designed or specified by Consultant, including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate the number of alternate solutions available to County listed in the Task Order for a Specific Project, and, after consultation with County, recommend to County those solutions which in Consultant's judgment meet County's requirements for a Specific Project.
4. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, cost estimates, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to County which Consultant recommends. This Report will be accompanied by Consultant's opinion of Total Project Costs for each solution which is so recommended for a Specific Project with each component separately itemized, including the following, which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by Consultant and, on the basis of information furnished by County, allowances for other items and services included within the definition of Total Project Costs.
5. Furnish the number of review copies of the Report to County within the time period set forth in the Task Order and review it with County.
6. Revise the Report in response to County's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the County within the time period set forth in the Task Order.

- B. Consultant's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to County.

#### A.1.02 *Preliminary Phase*

- A. After determination by County of the scope, extent, character or design requirements of a Specific Project, including the acceptance with any specific modifications by County of Consultant's Report, if any, from a preceding phase or Specific Project, Consultant shall:
  - 1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Phase documents, for the County's approval, consisting of final scope of work and outline of tasks and deliverables which the Consultant shall provide to satisfy the Task Order.
  - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owner and obtained during site visits. Provide recommendations on what further utility designation is warranted for the project. Provide utility designation services if requested by County.
  - 3. Advise County if additional reports, data, information, or are necessary and assist County in obtaining such reports, data, information, or services.
  - 4. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Consultant, which will be itemized as provided in paragraph A.1.01.A.5.
  - 5. Furnish the Preliminary Design Phase documents to and review them with County.
  - 6. Submit to County the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order.
- B. Consultant's services under the Preliminary Phase will be considered complete on the date when final copies of the Preliminary Phase documents have been delivered to County.

#### A.1.03 *Final Phase*

- A. After determination by County of the scope, extent, character, or design requirements of a Specific Project, including the acceptance of any specific modifications by County of a preceding phase or Specific Project, Consultant shall:
  - 1. On the basis of the above acceptance, direction, and authorization, prepare final property documents.
  - 2. Provide technical criteria, written descriptions, and design data for County's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist County in consultations with appropriate authorities.
  - 3. Provide County a current opinion of probable property acquisition Cost and any adjustments to Total Project Costs known to Consultant, itemized as provided in paragraph A.1.01.A.5.

4. Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to County within the time period set forth in the Task Order.
- B. The number of prime contracts for Work designed or specified by Consultant upon which the Consultant's compensation has been established is identified in the Task Order.
- C. Consultant's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.5 have been delivered to County.

#### A.1.04 *Negotiating Phase*

A. The Consultant shall:

1. Assist County in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Consult with County as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  4. Attend the Bid opening, prepare Bid tabulation sheets, and assist County in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of the Task Order).

#### A.1.05 *Closeout Phase*

A. Consultant shall:

1. Provide assistance in completion of property acquisition by facilitating property closing when requested
  2. Assist County in developing procedures for document recording and record keeping for the Specific Project.
- B. The Post-Construction Phase services may commence during the Negotiating Phase and, if not otherwise modified in the Task Order, will terminate at the end of the Closeout Period.

## **PART 2 – ADDITIONAL SERVICES**

#### A.2.01 *Additional Services Requiring County's Authorization in Advance*

- A. If authorized in writing by County, Consultant shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by County as indicated in a Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by County.
3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, County's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Consultant's control.
4. Services resulting from County's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
5. Services required as a result of County's providing incomplete or incorrect project information with respect to Exhibit B.
6. Providing renderings or models for County's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting County in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by County.
8. Furnishing services of Consultant's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in the Task Order.
10. Services during out-of-town travel required of Consultant other than for visits to the Specific Project Site or County's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value Engineering, and constructability review requested by County; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by County for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related Consulting services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
17. Providing assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
18. Preparing and furnishing to County, in the format agreed to, Record Drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for County in any litigation, arbitration or other dispute resolution process related to a Specific Project.
21. Providing more extensive services required to enable Consultant to issue notices or certifications requested by County under paragraph 6.01.G of the Agreement or a Task Order.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by County so as to make the compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
24. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
25. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.

26. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by County prior to its Substantial Completion.
27. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
28. Other services performed or furnished by Consultant not otherwise provided for in this Agreement or a Task Order.

## **EXHIBIT B**

### **Agreement between County and Consultant on an on-call/Task Order basis** dated \_\_\_\_\_, \_\_\_\_\_.

#### **Schedule of County's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

- A. Provide Consultant with all criteria and full information as to County's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all property, design and construction standards which County will require to be included in the Drawings and Specifications; and furnish copies of County's standard forms, conditions, and related documents for Consultant to include in the Bidding Documents, when applicable.
- B. Furnish to Consultant any other available information pertinent to the Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of the Specific Project.
- C. Following Consultant's assessment of initially-available Specific Project information and data and upon Consultant's request, furnish or otherwise make available such additional Specific Project related information and data as is reasonably required to enable Consultant to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Site and adjacent areas.
  - 6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Task Order.
- D. Give prompt written notice to Consultant whenever County observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Consultant's services, or any defect or nonconformance in Consultant's services, the Work, or in the performance of any Contractor.
- E. Authorize Consultant to provide Additional Services as set forth in the Task Order as required.



- F. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under the Task Order.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant for the Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as County deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Specific Project designed or specified by Consultant and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Specific Project.
- I. Provide, as required for the Specific Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Specific Project as County requires, a Contractor raises, or Consultant reasonably requests.
  - 3. Such auditing services as County requires to ascertain how or for what purpose a Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Consultant of the identity and scope of services of any independent consultants employed by County to perform or furnish services in regard to the Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Consultant data as to County's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling and legal advice) for County so that Consultant may assist the County in collating the various cost categories which comprise Total Project Costs.
- L. If County designates a construction manager or an individual or entity other than, or in addition to, Consultant to represent County at the Site, define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant.
- M. If more than one prime contract is to be awarded for the Work of the Specific Project designed or specified by Consultant, designate in the Task Order a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors. Define and set forth in the Task Order the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of County, prior to their incorporation into the Work for the Specific Project with appropriate professional interpretation thereof.
- P. Provide Consultant with the findings and reports generated by any independent testing laboratory, if Consultant is required to review such documents.
- Q. Additional County responsibilities:

**EXHIBIT C**  
**Agreement between County and Consultant on a On-Call/Task Order Basis**  
dated \_\_\_\_\_, \_\_\_\_\_.

**Payments to Consultant for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 2 – COUNTY'S RESPONSIBILITIES**

*C.2.01 Method of Payment*

County shall pay Consultant for services in accordance with Method A or B below:

- 1.. Method A Direct Labor Costs Times a Factor (Primary Method)
2. Method B Lump Sum (Alternate Method)

*C.2.02 Explanation of Methods*

A. Method A – Direct Labor Costs Times a Factor

1. For the specified category of services, the County shall pay Consultant an amount equal to Consultant's Direct Labor Costs times a Factor of Overhead and Payroll Burden plus Fixed Fee of 10% for the services of Consultant's employees engaged on the Specific Project, plus Reimbursable Expenses, and Consultant's sub-consultant's charges, if any. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.
2. Consultant's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, Reimbursable Expenses, and Consultant's sub-consultant's charges, if any.
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus Reimbursable Expenses and Consultant's sub-consultant's charges, if any.
5. The Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of Effective Date) to reflect equitable changes in the compensation payable to Consultant. Consultant will submit their audited overhead rate annually and prior to any adjustment of the Factor.

B Method B – Lump Sum

1. County shall pay Consultant a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Consultant's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

#### *C.2.03 Reimbursable Expenses*

Costs incurred by Consultant in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by County, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Appendix 1 to this Exhibit C which shall be adjusted annually (as of Effective Date) to reflect equitable changes in the rates.
- B. The amounts payable to Consultant for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Consultant, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

#### *C.2.04 Serving as a Witness*

- A. For services performed by Consultant's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate not to exceed of 1.5\_ times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Consultant for such services.

#### *C.2.05 Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Consultant's services shall be continued based on the Direct Labor Costs Times A Factor Method of Payment.
- B. *Estimated Compensation Amounts*
  1. Consultant's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Consultant that a compensation amount thus estimated will be exceeded, Consultant shall give County written notice thereof. Promptly thereafter County and Consultant shall review the matter of services remaining to be performed and compensation for such services. County shall either agree to such compensation exceeding said estimated amount or County and Consultant shall agree to a reduction in the remaining services to be rendered by Consultant so that total compensation for such services will not exceed said estimated amount when such services are completed. If Consultant exceeds the estimated amount before County and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, the Consultant shall make timely notification to the County in writing and stop work until additional funding is authorized. If the Consultant continues work they may not be paid for work above the approved task order amount,

**Appendix 1 to EXHIBIT C**  
**Agreement between County and Consultant on an On-Call/Task Order Basis**  
dated \_\_\_\_\_, \_\_\_\_\_.

**Reimbursable Expenses Schedule**

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Current agreements for Consulting services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates for reimbursable expenses effective on the date of this Agreement are:

8"x11" Copies/Impressions	_____/page
Plan Sheet Copies	_____/sq. ft.
Reproducible Copies (Mylar)	_____/sq. ft.
Reproducible Copies (Paper)	_____/sq. ft.
Mileage (auto)	_____/mile*
Meals and Lodging	Reasonable and customary, at cost**
Postage and Deliver	at Cost

Below Lab test are inclusive of all lab labor, equipment and materials \*\*\*

\* Mileage Rates not to exceed federal rate

\*\* Meals and lodging, this estimated cost will be included in task order proposal

\*\*\* On request the Consultant will provide pricing for additional tests not listed elsewhere. If a sub-consultant is used the proposed costs for these and other tests will be provided in the task proposal.

**Appendix 2 to EXHIBIT C**  
**Agreement between County and Consultant on an On-Call/Task Order Basis**

Dated \_\_\_\_\_, \_\_\_\_\_

**Standard Hourly Rates Schedule**

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Current agreements for Consulting services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates without overhead and payroll burden for services effective on the date of this Agreement are:

Principal		\$ _____/hour
Billing Class 9	Project Manager	_____/hour
Billing Class 8	Senior Property Negotiator	_____/hour
Billing Class 7	Property Negotiator	_____/hour
Billing Class 6	Appraiser	_____/hour
Billing Class 5	Licensed Surveyor	_____/hour
Billing Class 4	Landscape Architect	_____/hour
Billing Class 3	Party Chief	_____/hour
Billing Class 2	Survey Technician	_____/hour
Billing Class 1	Typist/Clerical	_____/hour

\* Contract administration and accounting will not be billed at hourly rates and will be reflected in the Consultants overhead rates.

NAME OF FIRM PROVIDING SERVICES

TASK ORDER No. \_\_\_\_\_

Task Order Title

Task Order No. \_\_\_\_\_,  
consisting of \_\_\_\_\_ pages.

**Order**

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In accordance with paragraph 1.01 of the Standard Form of Agreement between Owner and Consultant for Professional Services – Task Order Edition, dated \_\_\_\_\_ ("Agreement"), Owner and Consultant agree as follows:

1. **Specific Project Data**

B. Title: \_\_\_\_\_

C. Description: \_\_\_\_\_

\_\_\_\_\_

2. **Services of Consultant**

The scope of services and proposed fees are as stated in the Consultant's letter proposal for Task Order No. \_\_\_\_\_ dated \_\_\_\_\_.

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: The owner responsibilities shall include those as stated in the Consultant's letter proposal for Task Order No. \_\_\_\_\_ dated \_\_\_\_\_.

4. **Times for Rendering Services**

Phase

Completion Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



5. **Payments to Consultant**

A. Owner shall pay Consultant for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
<i>Basic Services (Study and Report, Preliminary , Final , Negotiating, Closeout Phase)</i>	C. <i>Direct Labor Costs Times a Factor (Factor: _____)</i>	

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

C. Attach fee derivation for the project, this is an estimate only

6. **Consultants:**

7. **Other Modifications to Agreement:**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

8. **Attachments:**

9. **Documents Incorporated By Reference:**

Terms and Conditions: Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

Name: Alfred C. Wein Jr.

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

Title: Director of Administration

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: Philip Muzik, P.E.

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

Title: Chief, Engineering and  
Construction Division

Title: \_\_\_\_\_

Address: 200 Chesapeake Boulevard  
Suite 2400-  
Elkton MD 21921

Address: \_\_\_\_\_

E-Mail  
Address: pmuzik@ccgov.org

E-Mail  
Address: \_\_\_\_\_

Phone: 410-996-5268

Phone: \_\_\_\_\_

Fax: 410-996-8414

Fax: \_\_\_\_\_

**CECIL COUNTY  
DEPARTMENT OF PUBLIC WORKS  
CONTRACT FOR ON-CALL COMPREHENSIVE  
REAL ESTATE CONSULTING SERVICES**

**AGREEMENT  
BETWEEN COUNTY AND CONSULTANT  
FOR  
PROFESSIONAL SERVICES ON AN ON-CALL/TASK ORDER  
BASIS**

THIS AGREEMENT effective as of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between Cecil County, Maryland a body politic and corporate (hereinafter as the “County” and \_\_\_\_\_ (hereinafter as the “Consultant”).

From time to time County may, but shall not be obligated to, request that Consultant provide professional services for Specific Projects as outlined in a separate document to be issued for each separate engagement (a “Task Order”). This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement and shall be a material part of any such Task Order.

Now therefore, for good and valuable consideration, the County and Consultant agree as follows:

**ARTICLE 1 – SERVICES OF CONSULTANT**

1.01 *Scope*

- A. Consultant’s services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- B. This Agreement is not a commitment by County to Consultant to issue any Task Orders, and the Consultant shall not be obligated to perform any prospective Task Order unless and until County and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. County may request a proposal for specified services from the Consultant, or the County may unilaterally request specific services to be provided in accordance with the standard rates set forth in Exhibit C.

- B. Consultant shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement, which is deemed incorporated therein by reference.
- C. Consultant will commence performance as set forth in the Task Order.

## **ARTICLE 2 – COUNTY’S RESPONSIBILITIES**

### *2.01 General*

- A. County shall pay Consultant as set forth in Exhibit C.
- B. County shall be responsible for, and Consultant may reasonably rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by County to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

## **ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES**

### *3.01 Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for one year from the Effective Date of the Agreement, with three one year extensions, upon mutual agreement of the parties. All contracts extending beyond the County’s fiscal year (June 30<sup>th</sup> annually) shall be subject to budget appropriation. Extensions if any will be at the sole discretion of the County.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.
- C. Any Task Order(s) properly issued hereunder shall survive the expiration of the Initial Term or any extension of the Term of this Agreement, but shall terminate either upon the completion of the Task Order services or upon the early termination of the Task Order per the terms of this Agreement.

### *3.02 Times for Rendering Services*

- A. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Consultant will perform services and provide deliverables within a reasonable time.
- B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s services is impaired, or Consultant’s services are delayed or suspended, then the time for

completion of Consultant's services, and the rates and amounts of Consultant's compensation, may be adjusted equitably.

- C. If County authorizes changes in the scope, extent, or character of the Specific Project, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, may be adjusted equitably.
- D. County shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Consultant's performance of its services.
- E. If Consultant fails, through its own fault or the fault of any person under contract with Consultant, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then County shall be entitled to the recovery of direct damages resulting from such failure.

#### **ARTICLE 4 – PAYMENTS TO CONSULTANT**

##### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices.* Consultant shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Consultant shall submit its invoices to County on a monthly basis. Invoices will be submitted within 45 days of the end of the month in which the Services are rendered, and shall include sufficient backup materials (such as invoices for material or sub-consultants services that are included in the invoice, travel receipts, and a detail of services provided) sufficient to support the invoiced amount. Invoices are due and payable within 30 days of receipt.

#### **ARTICLE 5 – NOT USED.**

#### **ARTICLE 6 – GENERAL TERMS AND CONDITIONS**

##### *6.01 Standards of Performance*

- A. The standard of care applicable to the performance of all professional Consultant and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession with expertise in the subject matter of the Task Order, practicing under similar circumstances at the same time and in the same locality (the "Standard of Care"). Notwithstanding this Standard of Care, County acknowledges that Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
- B. County shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to

the extent such corrective action is directly attributable to deficiencies in County-furnished information.

- C. Consultant shall serve as County's prime professional under each Task Order. Consultant may employ such other sub-consultants as Consultant deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by County. Notwithstanding the retention of sub-consultants under this subsection, Consultant shall remain primarily liable to the County for the performance of the Task Order work.
- D. Subject to the Standard of Care set forth in Paragraph 6.01.A, Consultant and its sub-consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. All licensed professionals are required to meet the standard of care of their profession, and shall be expected to provide reasonable certifications of documents, plans, surveys, etc. as is consistent with their respective profession and/or as agreed upon in the Task Order.

#### 6.02 *Use of Documents*

- A. All Documents are instruments of service in respect to a Specific Project, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the Specific Project is completed. County shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Consultant or one of its Consultants.
- B. A party may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. County may make and retain copies of Documents for information and reference in connection with use on the Specific Project by County. Consultant grants County a perpetual and royalty free license to use the Documents on the Specific Project, extensions of the Specific Project, and other projects of County, subject to the following limitations: (1) County acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless the Documents are completed by Consultant, nor are they suitable for use or reuse by County or others on extensions of the Specific Project or on any other project without written verification or adaptation of the Documents by Consultant; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at County's sole risk and without liability or legal exposure to Consultant or its Consultants; (3) County shall indemnify and hold harmless Consultant and Consultant's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any misuse, reuse, or modification without written verification, completion, or adaptation by Consultant; (4) such limited license to County shall not create any rights in third parties.

### 6.03 *Insurance*

- A. At all times when any Task Order is under performance, Consultant shall procure and maintain insurance as set forth in Exhibit E, "Insurance." Consultant shall cause County to be listed as an additional insured on any applicable general liability and umbrella insurance polic(ies) carried by Consultant which is applicable to a Specific Project.
- B. Consultant shall deliver to the County certificates of insurance evidencing the coverages indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Consultant's services under any Task Order and at renewals thereafter during the life of this Agreement.
- C. Under the terms of any Task Order, or after commencement of performance of a Task Order, County may request that Consultant or its Consultants, at County's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit E. If so requested by County, and if commercially available, Consultant shall obtain and shall require its Consultants to obtain such

additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by County.

6.04 *Suspension and Termination*

A. *Suspension*

1. By County: The County may suspend a Task Order upon seven days written notice to Consultant.
2. By Consultant: If Consultant's services are substantially delayed for through no fault of Consultant, Consultant may request the County to formally suspend services upon at least seven days written notice to County.

B. *Termination.* The obligation to provide further services under this Agreement, or under a Task Order, may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party.
  - b. By Consultant:
    - 1) upon seven days written notice if County demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Consultant's services under a Task Order are delayed or suspended for more than 120 days for reasons beyond Consultant's control.
    - 3) Consultant shall have no liability to County on account of such termination under this Section (b).
  - c. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.04.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter



continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,
  - a. By County effective upon Consultant's receipt of notice from County.

C. *Effective Date of Termination.* Upon the exercise of its rights under Paragraph 6.04.B.2 above, the County may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.

D. *Payments Upon Termination*

1. In the event of any termination under Paragraph 6.04 (except for the Consultant's default), Consultant will be entitled to invoice County and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, County shall have the limited right to the use of Documents, at County's sole risk, subject to the provisions of Paragraph 6.02.E.

#### 6.05 *Controlling Law*

- A. This Agreement is to be governed by the laws and regulations of the State of Maryland and those of Cecil County, Maryland.

#### 6.06 *Successors, Assigns, and Beneficiaries*

- A. County and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of County and Consultant (and to the extent permitted by Paragraph 6.06.B the assigns of County and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither County nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by County or Consultant to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of County and Consultant and not for the benefit of any other party.

6.07 *Additional Services, Claims and Disputes*

- A. Should the Consultant believe that that it is entitled to any additional compensation over or beyond the compensation or time stipulated in the Task Order, the Consultant shall promptly deliver to the County written notice of claim for additional compensation with the County prior to incurring any additional costs for which it may claim a right for compensation. Except for an Emergency Basis to protect injury or damage to property or life, in no event shall the Consultant be entitled to receive additional compensation or an extension of time without first having provided written notice of claim to the County and receiving the County's approval for such additional compensation and/or time extension. Unless otherwise agreed by the parties in writing, within thirty (30) days after giving the required notice, but not later than final payment, the Consultant shall file with the County a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Consultant timely files its written notice of claim and statement of costs as prescribed herein, the Consultant's claim for such additional compensation shall be waived, and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.
- B. Upon receipt of a timely notice of claim as set forth in 6.07(A), the County shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in his judgment, the findings of fact warrant it. The County shall issue a written decision on the claim within thirty (30) days after receipt of the Consultant's itemized statement of the claim unless extended by mutual written agreement. If the County does not issue a decision within thirty (30) days or any extension thereof, the County shall be deemed as having made a final decision denying the claim. The County's decision shall be final and conclusive on the parties, except as provided in "Binding Dispute Resolution Procedures" provisions in this Agreement.

6.08 *Binding Dispute Resolution Procedures*

The following provisions shall be binding upon the County and Consultant for the resolution of any and all claims and disputes that exist between them under the Contract:

- A. All Consultant Claims must be initiated by a timely written Notice of Claim as set forth in 6.07(A) of the Contract.
- B. The Consultant shall submit its itemization of Claim and all documentation in support of a Claim within thirty (30) days of the termination of the event(s) giving rise to the Claim, unless additional time is granted by the County in writing.
- C. The County and Consultant agree to negotiate, in good faith, all Claims and disputes between them in good faith for a period of 60 days from the date of notice and submission of all information supporting the claim prior to invoking any other dispute resolution provisions under this section 6.08.
- D. If, after the completion of the negotiation period stated above, there remain Unresolved Claims, the County shall issue a written decision on the Unresolved Claim within ninety (90) days after receipt of the Consultant's itemized statement of the Claim, unless extended by written notice to the Consultant. If the County does not issue a decision within ninety (90) days or any pro rata written extension thereof, the County shall be deemed as having made a final decision denying the Unresolved Claim. The County's decision shall be final and conclusive on the parties, unless within thirty (30) days thereof, the Consultant notifies the County of its objection to the County's denial of the Claim and states that it wishes to submit the Unresolved Claim(s) to mediation.
- E. The County and Engineer agree that they shall first submit any and all Unresolved Consultant Claims (including counterclaims, disputes, and other matters in question between them) and any affirmative Claims of the County arising out of or relating to this Agreement, including any Task Order, or the breach thereof to mediation before a mediator mutually selected by the Parties and/or their designee.
- F. For Disputes not resolved by mediation, in which neither parties' affirmative claims exceed the aggregate total \$50,000, the County shall have the sole right to elect in writing whether such Disputes i) shall be resolved by arbitration in accordance with the Construction Rules of Procedure promulgated by the American Arbitration Association in effect as of the date of the close of mediation, or ii) shall be submitted to the jurisdiction of the courts of the State of Maryland presiding over Cecil County. The County shall notify the Consultant of its election within thirty (30) days of receipt of written notice of the Consultant's intention to continue or pursue dispute resolution procedures after mediation has failed. In the event that the County elects to proceed with arbitration, then the Parties agree to pay the administrative costs and arbitrator's fees on a 50/50 basis, and each Party shall be responsible for any additional fees required to file an affirmative or counterclaim. The decision of any arbitrator under this paragraph F shall be final and binding, subject to the provisions of Maryland's Uniform Arbitration Act. The Consultant acknowledges that each Task Order issued under this Agreement includes consideration of Ten Dollars (\$10.00) in support of the County's right to determine the manner of dispute resolution proceedings as set forth in this paragraph F.

- G. For Disputes that are not submitted to arbitration pursuant to paragraph F, above, or which exceed the \$50,000 cap stated in paragraph A, above, the Parties agree that the State courts of Maryland in Cecil County, Maryland shall have sole and exclusive jurisdiction.
- H. WAIVER OF RIGHT TO A JURY TRIAL: THE COUNTY AND CONSULTANT HEREBY KNOWINGLY AND INTENTIONALLY WAIVE ANY RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
- I. If Disputes in question between County and Consultant involve the work or rights of a Contractor, subcontractor, or consultants to the County or Consultant (each a "Joinable Party"), then such party(ies) may be joined to any dispute resolution proceedings in accordance with the terms of such party's contracts or as otherwise permitted by applicable law. Nothing in this paragraph nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against County or Consultant that does not otherwise exist at law.

6.09 *Environmental Condition of Site*

- A. With respect to each Task Order, Specific Project, and Site:
  - 1. County shall disclose to Consultant in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
  - 2. If Consultant encounters an undisclosed Constituent of Concern, then Consultant shall notify (a) County and (b) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations.
  - 3. It is acknowledged by both parties that Consultant's scope of services does not include any services related to Constituents of Concern, unless such Services are specifically outlined in the Task Order. If Consultant or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Specific Project affected thereby until County: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

4. If the presence at the Site of undisclosed Constituents of Concern may adversely impact the performance of Consultant's services under this Agreement, then the Consultant shall have the option of (a) providing notice of a Claim under Section 6.07, or; or (b) terminating this Agreement for convenience with 30 days written notice.
5. County acknowledges that Consultant is performing professional services for County and that Consultant is not and shall not be required to become an "County," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Consultant's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Consultant.* To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, and County's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the performance of this Agreement, any Task Order, or any Specific Project. This indemnification obligation shall include but shall not be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (including damage to the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent (or intentional) act or omission of Consultant or Consultant's officers, directors, partners, employees, or Consultants.
- B. *Indemnification by County.* To the fullest extent permitted by law, County shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent such damages and claims are not the result of any negligence or omission of the Consultant.

- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, County shall indemnify and hold harmless Consultant and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate County to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of County, Consultant, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, County and Consultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Specific Project, but only to the extent such damages and claims are not the result of any gross negligence of the Consultant.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, at the later date of either i) Substantial Completion of Task Order work or ii) the accrual provisions under the applicable statutes of limitation and/or repose.
- F. *Applicability to Task Orders.* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement.* Nothing herein shall establish an exclusive relationship between County and Consultant. County may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Consultant may enter into similar or different agreements with other counties for the same or different services contemplated hereunder.

## **ARTICLE 7 – DEFINITIONS**

### **7.01 *Defined Terms***

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following provisions:
  - 1. *Addenda* – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.
  - 2. *Additional Services* – Services to be performed for or furnished to County by Consultant in accordance with a Task Order which are not included in Basic Services for that Task Order.
  - 3. *Agreement* – This "Standard Form of Agreement between County and Consultant for Professional Services On an On-call/Task Order Basis" including those Exhibits listed in Article 8 and any duly executed Task Order.

4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Basic Services* – Specified services to be performed for or furnished to County by Consultant in accordance with a Task Order.
6. *Bid* – The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
7. *Claim* -- is defined as a written request by either party for additional or reduction of compensation under a Task Order, payment of damages (inclusive of costs, fines, penalties, or other expenses), an extension, acceleration, or reduction of the contract time, or other relief or disputes that exist among them, made by written request to the other party.
8. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Consultants* – Individuals or entities having a contract with Consultant to furnish services with respect to a Specific Project as Consultant's independent professional associates, consultants, subcontractors, or vendors. The term Consultant includes Consultant's Consultants.
10. *Contract Documents* – Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between County and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as



the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Consultant's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

11. *Contract Price* – The moneys payable by County to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.
12. *Contract Times* – The numbers of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by Consultant's written recommendation of final payment.
13. *Contractor* – An individual or entity with whom County enters into a Construction Agreement for a Specific Project.
14. *Correction Period* – The time after Substantial Completion during which a Contractor must correct, at no cost to County, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.
15. *Defective* – An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Consultant's recommendation of final payment.
16. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Consultant to County pursuant to this Agreement.
17. *Drawings* – That part of the Contract Documents prepared or approved by Consultant which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.
18. *Effective Date of the Construction Agreement* – The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order* – The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Field Order* – A written order issued by Consultant which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
22. *General Conditions* – That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.
23. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *PCBs* – Polychlorinated biphenyls.
26. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
27. *Radioactive Materials* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
28. *Record Drawings* – The Drawings as issued for construction on which Consultant, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which Consultant considers significant based on record documents furnished by Contractor to Consultant and which were annotated by Contractor to show changes made during construction.

29. *Reimbursable Expenses* – The expenses incurred directly by Consultant in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which County shall pay Consultant as indicated in Exhibit C.
30. *Site* – Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by County upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by County which are designated for use of a Contractor.
31. *Specifications* – That part of the Contract Documents prepared by Consultant consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.
32. *Specific Project* – An undertaking of County as set forth in a Task Order.
33. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Consultant, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplementary Conditions* – That part of the Contract Documents which amends or supplements the General Conditions.
35. *Task Order* – A document executed by County and Consultant, including amendments if any, stating the scope of services, Consultant's compensation, times for performance of services and other relevant information for a Specific Project.
36. *Written Amendment* – A written amendment of the Contract Documents signed by County and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-Consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

## **ARTICLE 8 – DOCUMENTS FORMING AGREEMENT**

### **8.01 *Standard Forms as Exhibits to this Agreement:***

- A. The following Exhibits are made a part of this Agreement and shall form the basis of any Task Orders issued under this Agreement:

<b>Exhibit Letter</b>	<b>Exhibit Title</b>
Att. 1	Standard Form of Task Order Form
A	Schedule of Consultant's Services
B	Schedule of County's Responsibilities
C	Payments to Consultant for Services and Reimbursable Expenses
D	Not used.
E	Insurance
F	Not used.
G	Amendment to Task Order (form)

### 8.02 *Complete Agreement*

This Agreement, together with the Exhibits above and any Task Order(s) issued by the County for specific Task Orders, and each resulting Task Order, County and the terms and conditions on the reverse side of the County Purchase Order constitutes the entire agreement between County and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Amendments to Task Orders shall be in writing, based upon the format provided in Exhibit G, "Amendment to Task Order."

### 8.03 *Designated Representatives*

With the execution of this Agreement, Consultant and County shall designate specific individuals to act as Consultant's and County's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of County under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party. Each Task Order may likewise designate representatives of the two parties for each specific Task Order, if appropriate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CECIL COUNTY, MARYLAND A BODY CORPORAT AND POLITIC:		CONSULTANT:	
By:		By:	
Name:	Alfred C. Wein Jr.	Name:	
Title:	Director of Administration	Title:	
		Consultant License or Firm's Certificate No. (if required by law)	
		State of : <a href="#">Maryland</a>	
Date Signed:		Date Signed:	
Address for giving notices:		Address for giving notices:	
Cecil County Department of Public Works			
200 Chesapeake Boulevard, Suite 2400-A			
Elkton, MD 21921			
DESIGNATED REPRESENTATIVE		DESIGNATED REPRESENTATIVE	
Philip H. Muzik			
Title:	Chief, Engineering and Construction Division	Title:	
Phone Number:	410-996-5268	Phone Number:	
Facsimile Number:	410-996-8414	Facsimile Number:	
E-Mail Address:	pmuzik@ccgov.org	E-Mail Address:	