



COORDINATING COMMITTEE

**PUR-1604
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE PROPOSALS
AND PRICE PROPOSALS
FOR
REAL PROPERTY SERVICES
REQUIREMENTS CONTRACT**

March 8, 2023

The Board of County Commissioners of Washington County is requesting Qualifications and Experience Proposals as well as Price Proposals from outside consultants to provide Real Property Services on an as-needed basis for a variety of projects throughout Washington County, Maryland.

The Washington County Coordinating Committee shall be evaluating submissions to this request and select a firm judged to be responsible and responsive to the request. The Committee reserves the right to interview some or all prospective firms to discuss Qualifications and Experience Proposals as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the Committee is available from the Washington County website by accessing: <https://www.washco-md.net/purchasing-department/purch-open-invites/>, for assistance you may contact the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740, telephone 240-313-2330.

A Pre-Proposal Conference/Teleconference will be held on **Wednesday, March 15, 2023, at 9:30 A.M. (EDT/EST)** at the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3000, Hagerstown, Maryland. All interested proposers are requested to be present. Attendance at this conference is not mandatory but is strongly encouraged. Bidders who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

Interested parties shall submit one (1) original and five (5) copies of the Qualifications and Experience Proposal, enclosed in a sealed opaque envelope marked **“PUR-1604 Q & E - Real Property Acquisition Services”** along with the firm’s name and address, and one (1) original and five (5) copies of the Price Proposal enclosed in a separately sealed opaque envelope marked **“PUR-1604 Price Proposal - Real Property Services”** along with the firm’s name and address due into the Office of Brandi J. Naugle, CPPB - Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland 21740, no later

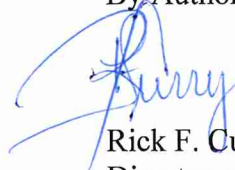
than 4:00 P.M., (EDT/EST), Wednesday, April 5, 2023. The Washington County Coordinating Committee shall evaluate the proposals. Failure to comply with providing the above-required information for the Committee's review may result in disqualification of that firm. ***Facsimile Bids or any electronic bid submission will not be accepted.***

NOTE: All Bidders must enter the Washington County Administrative Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition, and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County, Maryland will make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age, and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Conference/Teleconference.

Inquiries regarding this request should be directed to Brandi J. Naugle, CPPB – Buyer at 240-313-2330. The Board of County Commissioners of Washington County, Maryland reserves the right to reject the proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities, and technicalities in the best interest of Washington County, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

RFC/Ilb

cc: Coordinating Committee

Request for Proposals

Real Property Services

PUR-1604

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COORDINATING COMMITTEE

**PUR-1604
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS AND EXPERIENCE
PROPOSALS AND PRICE PROPOSALS
FOR
REAL PROPERTY SERVICES
REQUIREMENTS CONTRACT**

March 8, 2023

Your firm is hereby invited to submit a proposal to provide Real Property Services on an as-needed basis for a variety of projects throughout Washington County, Maryland. The duration of the contract shall be for a period of one (1) year from the execution of a contract, with a provision for renewals.

Interested firms are required to provide Qualifications and Experience (Q&E) Proposals concurrently with Price Proposals in separately sealed envelopes. It is the County's intent to open and review each firm's Q & E to evaluate qualifications and experience. If the Q&E is deemed acceptable, the envelope containing the firm's Price Proposal shall then be opened. For those Q&Es considered non-responsive, the envelope containing the related Price Proposal shall be returned unopened to the respective firm.

I. PROJECT

As a result of the Division of Engineering's ongoing workload, it is anticipated that the Division of Engineering shall require right-of-way related support from outside consultant(s). To this end, the Division of Engineering shall enter into a "Requirements Contract" with a consultant(s) to provide the necessary assistance on an as-needed basis.

The contract shall be for a twelve (12) month period, with a provision for three (3) consecutive twelve-month renewals and shall not have a fixed contract price. An upset limit shall be established on a project-by-project basis as described elsewhere in this request although the actual value shall be dependent upon the amount of work performed. The specific projects to be covered under this contract are not known at this time. There are no guarantees as to the minimum or maximum value of this contract.

II. SCOPE OF WORK

A. Projects assigned to the Consultant under this contract may include, but are not limited to:

1. Negotiate real property acquisitions with landowners, corporations and/or public utility companies. Negotiate for fee, easements, and temporary requirements. Explain the rights to be acquired and the impact of the acquisition. Following negotiations make

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331 | TDD: 711

- recommendations for settlements and agreements. When needed, prepare option agreements, settlement worksheets, and IRS standard forms and complete other related documentation.
2. Develop and maintain comprehensive right-of-way documentation and files.
 3. Testify regarding real property and right-of-way issues before the Board of County Commissioners, at public hearings and in a court of law.
 4. Read and interpret civil/public works construction plans, right-of-way plats, subdivision plats, legal descriptions, and other related documents; Read and interpret zoning maps and zoning classifications; Assist with land records research; Assist the County in meetings with landowners and County agencies.
 5. Provide monthly project status reports to the Real Property Administrator and/or the Director of Engineering and Construction Management.
- B. Projects shall meet all applicable codes and standards such as, but not limited to, Maryland Department of Transportation, State Highway Administration, Federal Highway Administration, etc.
- C. Generally, office space in any County building shall not be provided to the Consultant. The County may, depending on availability, provide a small worktable while performing research and reviewing county documents or provide a conference room to conduct negotiations with property owners as necessary.
- D. Project assignments shall be awarded on a case-by-case basis as the need arises. Prior to issuing a notice to proceed, the Consultant and County shall agree in writing to a scope of work, schedule, and fee structure (including a not-to-exceed value).
- E. The Consultant shall be responsible for all research and coordination.
- F. While at any site or project assignment, the Consultant shall be required to observe all applicable safety requirements, including the wearing of the proper safety equipment such as, but not necessarily limited to, hard hat, reflective vest, adequate shoes or work boots, ear plugs, safety glasses.
- G. All reports, drawings, data, etc., developed or obtained by the Consultant as a result of this contract shall become the property of the County upon completion or termination of this contract.
- H. Consultant shall obtain permission from the property owners involved for access to any public or private property for the purpose of the operations under this contract. The Consultant shall not enter upon, or occupy, property for any purpose until permission has been granted. The Consultant shall protect and preserve all public and private property, including trees, bushes, turf, monuments, highway signs, fences, etc., on and adjacent to the site of the work; and shall use every precaution necessary to prevent damage thereto. He shall also be responsible for injury or damage to public or private property resulting directly or indirectly from the execution or non-execution of the work.

- I. The Consultant may be asked to provide employees on a resident basis. Any employee assigned through the resident program, depending on availability, will have access to a small worktable while performing research and reviewing county documents to conduct negotiations with property owners as necessary, for the designated period (min. 1 week assignment). The resident employee shall receive immediate supervision from the appropriate County Staff with responsible charge of the given work assignment and supported by the Division of Engineering in general including staff, services such as clerical, word processing and drafting and materials such as computers, paper, writing utensils, etc. Transportation means shall not be provided by the County. The resident employee shall work the same operating hours of the Washington County Division of Engineering. Evenings, weekends, holidays may be required to meet with property owners. The resident employees time will be charged at the same rate as Senior Real Property Agent
- J. Costs incurred for the preparation of the scope of work and fee estimates for individual assignments are reimbursable.

III. USE OF EXISTING DOCUMENTS

The County shall cooperate to the fullest extent in making available to the Consultant for their use any plans and legal documents or reports pertaining to this assignment currently in the County's possession.

IV. PROJECT SUBMITTALS AND SCHEDULES

Due to the wide variety of projects anticipated under this contract, specific submittal and schedule requirements cannot be established at this time. Such requirements shall be established for each project prior to issuing the notice to proceed.

V. COMPENSATION

- A. The Consultant shall be compensated on an hourly basis in accordance with the Price Proposal Form, with an established not-to-exceed (NTE) cost established for each individual project assignment. The proposed staff estimated hours and any additional costs shall be established through mutual effort between the Consultant and the County prior to issuing a notice to proceed for each project.
- B. Once the notice to proceed is issued, the Consultant shall proceed with the assignment and invoice the County on a monthly basis based on the actual man-hours charged to the project. Submitted along with the invoice shall be a breakdown of all man-hours charged and a description of project progress. **Failure to include this material with the invoice shall result in rejection of the invoice.**
- C. Consultants shall be reimbursed for mileage traveled to and from the job site and between job sites. Washington County, Maryland will employ a mileage rate based on the most recent U.S. Federal Government reimbursement rate. The present effective rate as of January 1, 2023, is \$0.655 per mile. The allowed maximum mileage to and from the job site shall be fifty (50) miles each way, per day. Reimbursement for travel between sites shall be made at the same rate. However, mileage between sites will not be limited. All mileage will be subject to County review and approval. See the attached *Consultant's Mileage Expense Report*, to be completed by the Consultant, signed by the County, and processed for payment.

- D. The County's policy of withholding a retainage of 10% of all fees due to the Consultant shall be applied to this Agreement. This retainage shall be paid in full within thirty (30) calendar days of satisfactory completion of each specific assignment to which retainage was assigned.
- E. Employee classification and associated hourly rates for all work performed under this Contract shall be as shown on the Price Proposal Form. All hourly rates shall be considered as straight time and no overtime rates shall be permitted for this agreement.
- F. Except for the resident employee option, all hourly fees are intended to be all inclusive and shall include supervision, support, travel, printing, and out-of-pocket costs necessary to accomplish the required tasks. Computer time is not a specific separate billable charge under this contract. Resident employee rates shall be inclusive to the extent to cover all direct employee cost, less supervision, printing, out-of-pocket costs, office overhead, etc., being provided by the County. Overtime rates shall apply only to an employee assigned to resident status who exceeds forty (40) hours in any given work week (Monday-Friday).

VI. QUALIFICATIONS

The following employee classifications are to be assigned to the various projects performed under this contract depending upon the project scope. Not all classifications shall be required for all project assignments. Required classifications shall be determined prior to issuing the notice to proceed.

- A. Senior Real Property Agent: This staff member shall be the County's point of contact with the consultant. More than one Senior Real Property Agent may be approved under this contract although only one shall be assigned to a specific assignment. Hourly rates for Senior Real Property Agent shall not change between staff members of the same designation.

This individual shall be qualified to oversee all aspects of an assigned project.

Their qualifications shall be:

1. Minimum of ten (10) years of real property and partial acquisition public right-of-way experience in local, county, state, or federal government.
2. Designation as Senior Right-of-Way Agent from the International Right-of-Way Association and/or additional experience in local government right-of-way projects and administration.
3. Current Notary Public, State of Maryland.
4. Demonstrated experience with public right-of-way projects and representation of a local government in the State of Maryland.

- B. Real Property Agent: This staff member shall assist the Senior Real Property Agent in completing assigned projects. Typical areas of responsibility include records research, negotiations, preparation of various documents and reports, etc.

Their qualifications shall be:

1. Minimum five (5) years of real property and partial acquisition public right-of-way experience in local, county, state, or federal government.
2. Current Notary Public, State of Maryland.
3. Demonstrated experience with public right-of-way projects and representation of a local government in the State of Maryland.

If in the preparation of the response to this request for proposals, the Consultant believes additional employee classifications are necessary, such information should be specifically addressed in the Qualifications and Experience Submittal. Cost information for same shall be added to the Price Proposal on a separate sheet. **DO NOT MODIFY PRICE PROPOSAL FORM.**

Subcontractors may not be used to assure adequate coverage of the various areas of technical expertise required under this Contract. The successful consultant shall identify a minimum of one (1) staff member for each classification requested. Failure to do so shall disqualify the proposal.

VII. INSURANCE REQUIRED

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the Agreement, evidence of appropriate Insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors.
- B. Professional Liability - the successful Consultant must also show prior to the execution of the Agreement evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

VIII. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Professional/Technical Services Selection that can be viewed at <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. No proposal preparation expense shall be paid by the County relative to any response to this solicitation. All work shall be done in accordance with Washington County, Maryland Standards and those of any State or Federal agencies having jurisdiction. The Coordinating Committee shall be comprised of the Director of the Division of Engineering (Committee Chairman Designee), County Director of Purchasing, Chief of Design, Director of the Division of Environmental Management, and the County Real Property Administrator.
- B. **Two separate proposals shall be submitted. One shall be the Qualifications and Experience (Q & E) Submittal of the firm. The other shall be the Price Proposal. The Price Proposal shall be opened only if the firm is considered qualified, experienced, and responsive to this request after detailed review of the Q & E Proposal by the Coordinating Committee. (DO NOT INCLUDE ANY PRICE INFORMATION IN ANY TRANSMITTAL LETTER NOR IN THE Q & E SUBMITTAL OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.)**

- C. As a minimum, your ***Qualifications and Experience Submittal*** shall include the following:
1. Detailed summary of previous work assignments specifically related to acquisition and partial acquisition of land for public purposes and civil works construction in the past five (5) years. References from previous clients, including size and scope of services, name, and telephone number of contact person;
 2. Name and current resume for each employee proposed under each employee classification.
 3. Statement by the Consultant of their ability both in experience and available manpower to meet the requirements contained herein.
 4. An organizational chart containing all assigned staff.
 5. Conclusions, remarks and/or supplemental information pertinent to this request.
- D. As a minimum, your ***Price Proposal*** shall include the following:
1. The Price Proposal Form contained herein.
 2. The proposal must be accompanied by a fully executed Affidavit executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the Consultant, on the form provided.
 3. Conclusions, remarks and/or supplemental information pertinent to this request.
- E. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
- F. Price Proposals that accompany Qualifications and Experience Submittals that are determined to be non-responsive to the Coordinating Committee shall be returned unopened to the Consultant.
- G. Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall not be considered in the evaluation process and shall be returned unopened.
- H. It is expected that the contract award shall be made within sixty (60) calendar days after the receipt of proposals. The Contract shall be awarded to the Consultant(s) whose proposal, conforming to this request, shall be the most advantageous to the County. Failure to meet this award schedule shall in no way invalidate the proposals or any of the conditions contained in this RFP.
- I. Proposals must give the full name and address of proposer, and the person signing the proposal shall indicate his/her title and/or authority to bind the firm in a contract.
- J. Proposals cannot be altered or amended after they are opened.

- K. Contractors are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to State Gov't § 10-618(d), the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed commercial information shall be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- L. Effective October 1, 1993, in compliance with Section 1-106(b) (3) of the Code of Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- M. Notice of Political Contributions: The Consultant agrees, in accordance with Md. Code Ann., State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Article 33, Md. Code Ann., Subtitle 30, as amended from time to time, to which the Consultant may be subject.

IX. CONSULTANT SELECTION PROCESS

- A. The Washington County Coordinating Committee will evaluate responses to this request. The County will not accept and will determine respondents who do not properly respond to this request and are unable to meet the qualifications and experience requirements as being non-responsive, non-responsible to the RFP. If the Coordinating Committee determines that a firm has satisfactory Q&E, the envelope containing the firm's Price Proposal will then be opened. If the Coordinating Committee determines a firm's Q&E Proposal to be non-responsive, non-responsible, the envelope containing the firm's Price Proposal will then be returned unopened.
- B. The County will evaluate past performance of the firm including timely completion of projects, compliance with scope of work performed within budgetary limitations, and user satisfaction. The Coordinating Committee will take into consideration the firm's familiarity with Washington County, Maryland including the City of Hagerstown.
- C. The Washington County Coordinating Committee reserves the right to schedule oral presentations to take place within ten (10) business days following notification.

X. METHOD OF AWARD AND TERMINATION

- A. The County reserves the right to award two (2) contracts, one each to the first and second lowest responsive, responsible proposers. During the course of the contract should the lowest responsive, responsible proposer, be incapable of providing the appropriate staff, the County will call upon the subsequent lowest responsive, responsible proposer. The County will take such action on a case-by-case basis only after contacting the lowest responsive, responsible proposer first and only when necessary to adequately staff County projects. Such action shall not diminish the responsibilities of either successful proposer to satisfy their contract.
- B. The County reserves the right to request specific staff. The Consultant shall make every

reasonable effort to accommodate such requests. Repeated failure to accommodate such requests is cause to terminate the contract.

- C. The successful Consultant shall be required to enter into a contract agreement with the County; this exact form shall be used. No differing form types shall be permitted.
- D. Since this is a requirements contract, there is no guaranteed minimum or maximum number of hours or staff for this effort.
- E. Individuals assigned to a project by the Consultant and as approved by the County (mandatory), shall remain on the project for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Consultant, the following shall be required:
 - 1. Written notice shall be given to the Division of Engineering at least fourteen (14) calendar days in advance, if possible, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel shall not meet the approval of the County.
 - 2. The substitute personnel shall, as a minimum, meet the same required qualifications as the original personnel to be replaced, and their resume of prior experience and training shall be submitted for review and approval by the Division of Engineering.
 - 3. For any approved change of personnel, the original unit contract cost shall remain fixed and shall not be revised.
 - 4. Repeated requests of this nature are cause for the County to terminate the contract.
- F. Should the Consultant remove or attempt to replace personnel without written approval by the Division of Engineering, the County may terminate the Contract. The Consultant shall be liable to the County for any cost incurred resulting from such action. Such cost shall be reimbursed to the County or deducted from the Consultant's fee as applicable.
- G. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

XI. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County, Maryland. The County reserves the right to not hold discussions after award of the Contract.

XII. PRE-PROPOSAL CONFERENCE/TELECONFERENCE

A Pre-Proposal Conference/Teleconference shall be held at **9:30 A.M., (EDT/EST) Wednesday, March 15, 2023**, at the Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3000, Hagerstown,

Maryland. Attendance at this meeting is not mandatory, but it is strongly encouraged. Consultants who wish to participate in the teleconference, please call prior to the teleconference 240-313-2330 for further instructions.

XIII. INTERPRETATION, DISCREPANCIES, OMISSIONS:

- A. It is the Proposer's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a proposal. Should any consultant find discrepancies in, or omissions from the documents or be in doubt of their meaning, he/she should at once request in writing an interpretation from: Brandi J. Naugle, CPPB, Buyer, Washington County Purchasing Department, FAX: 240-313-2331; or send questions in Microsoft Word platform via e-mail to: purchasingquestions@washco-md.net.
- B. All necessary interpretations shall be issued to all proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. An exception as taken in no way obligates the County to change the specifications. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his bid as submitted. The County shall assume no responsibility for oral instructions or suggestions. ORAL ANSWERS SHALL NOT BE BINDING ON THE COUNTY. Requests received after **4:00 P.M., (EDT/EST) Wednesday, March 22, 2023**, may not be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be issued by the Director of Purchasing to all interested parties.

XIV. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- C. The Consultant shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Washington County Director of the Division of Engineering.
- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Director of the Division of Engineering.
- E. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request, that he fully understands his obligations.
- F. The Consultant shall abide by and comply with the true intent of this RFP and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.

XV. RENEWAL/EXTENSION

The County, at its sole discretion, may renew this contract for up to three (3) consecutive twelve (12) month periods. Each twelve (12) month renewal shall be considered individually by the County. It shall be the Consultant's responsibility to initiate a request for renewing the contract at least one hundred twenty (120) calendar days prior to the contract expiration date. If the contract is renewed, all terms and conditions of the original contract shall apply and continue to be a binding agreement between the County and Consultant.

If your firm is interested in performing the above services, please send one (1) original and five (5) copies of your Qualifications and Experience Proposal, enclosed in a sealed opaque envelope marked "**PUR-1604 Q & E – Real Property Services**" along with the firm's name and address, and one (1) original and five (5) copies of your Price Proposal in a separately sealed opaque envelope marked "**PUR-1604 Price Proposal – Real Property Services**" along with the firm's name and address no later than **4:00 P.M. (EDT/EST) Wednesday, April 5, 2023**. Proposals are due in the office of Brandi J. Naugle, CPPB, Buyer, Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, MD 21740. If an emergency or unanticipated event interrupts normal County processes so as to cause postponement of the scheduled deadline for receipt of proposals, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County processes resume or to such other date and time as may be provided by the Purchasing Department in a written notice to consultants.

XVI. REGISTRATION WITH MARYLAND DEPARTMENT OF ASSESSMENTS AND TAXATION

Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and good standing shall be maintained for the duration of the contract. The website for the State Department of Assessments and Taxation is: <http://dat.maryland.gov/Pages/sdatforms.aspx#BNE>, email address is sdat.charterhelp@maryland.gov, and phone numbers are: **(410) 767-1340** or **(888) 246-5941**.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/llb

cc: Coordinating Committee

**PUR-1604
PRICE PROPOSAL FORM**

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

**REAL PROPERTY SERVICES
REQUIREMENTS CONTRACT**

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____ for the following amounts. Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Item No.	Description (Written Unit Price)	Unit	Estimated Annual Quantity	Unit Price (Figures)	Total Price (Figures)
A	Senior Real Property Agent – Hourly Rate @ _____ Dollars _____ Cents per _____	Each	1000	\$ _____ (Figures)	\$ _____ (Figures)
B	Real Property Agent – Hourly Rate @ _____ Dollars _____ Cents per _____	Each	500	\$ _____ (Figures)	\$ _____ (Figures)

Item No.	Description (Written Unit Price)	Unit	Estimated Annual Quantity	Unit Price (Figures)	Total Price (Figures)
C	Court Testimony – Hourly Rate @ _____ Dollars _____ Cents per	Each	8	\$ _____ (Figures)	\$ _____ (Figures)
Sum Total - Items A thru C @ _____ Dollars _____ Cents Per \$ _____ (Figures)					

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the request for proposals and understands it.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____ Federal Employer Identification No. _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

For Informational Purposes Only: Has your firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below)

_____ Yes _____ No

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland against liability, loss, or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name the Board of County Commissioners of Washington County, Maryland on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure, and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

**PUR-1604
WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT**

AFFIDAVIT

(Must be completed, signed, and submitted with the Price Proposal.)

Contractor _____

Address _____

Telephone _____

I, _____, the undersigned, _____ of the above
named (Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in
(Month) (Year)
the above-named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, Maryland, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County, Maryland have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information, and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

Affidavit

Real Property Services

PUR-1604

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PUR-1604
(PRIMARY / STAND-BY) AGREEMENT

BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

AND

I. PARTIES

This *(Primary/Stand-by)* Agreement is made and entered into by and between **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and the firm of _____ (the "Consultant").

(Note: This Paragraph shall be included in the Primary Agreement)

The Consultant agrees and acknowledges that this Agreement is the Primary Agreement relating to the County's Request for Proposal (PUR-1604) dated March 8, 2023, and Consultant will perform all services requested. The Consultant is fully aware that the County has contemporaneously entered into a Stand-By Agreement with _____ in the event Consultant is unable to perform any of the services requested at any time.

(Note: This Paragraph shall be included in the Stand-by Agreement)

The Consultant agrees and acknowledges that this Agreement is a stand-by agreement and not the primary agreement relating to the County's Request for Proposal (PUR-1604) dated March 8, 2023. The Consultant is fully aware that the County has contemporaneously entered into an agreement with _____ who will perform all services contemplated under PUR-1604. In the event _____ is unable to perform any of the services requested at any time, then the Consultant agrees that it will perform the services requested.

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated March 8, 2023, and all addenda, (collectively the "RFP") and the Consultant's Proposal dated _____ (the "Proposal"), the contents of said "RFP" and "Proposal" are incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable Federal, State, and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within five business days (5) days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County. The specific service and schedule requirements shall be established prior to issuing the Notice to Proceed.

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment, or deviation from the schedule.

IV. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the "RFP" within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine, in its sole discretion, that termination is in the best interest of the County the County may terminate the Agreement, in whole or in part, at any time during the term of this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated, and the effective date of such termination. If this Agreement is terminated as provided for in this paragraph, the Consultant shall be entitled to compensation only for satisfactory work completed up to the effective date of termination.

If after termination of this Agreement or any part thereof for default under "A.1" or "A.2" above it is determined that the Consultant was not in default pursuant to "A.1" or "A.2", or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph "B" above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and will furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting therefrom and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Consultant shall maintain books, records, documents, and other evidence directly pertinent to the performance under this Agreement and any Federal, State, or local law, rule, or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate, or defective work shall be remedied by the Consultant on demand, within a reasonable time, and at no cost to the County. "Defective work" includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Consultant.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as are existing and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County will not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of consultant-produced data or documentation. However, County employees are free to participate in consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated "Proposal" and/or SCOPE OF EFFORT, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the results of this study or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and Federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot be distributed for profit.

The Consultant may publish information pertaining only to its services rendered under this Agreement but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the County Project Manager or the Director of the Department of Engineering (the "Department"), selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations, and others concerned with the services to be rendered.

XIV. PAYMENT

The Consultant hereby agrees to undertake the services to be provided at the following Hourly Rates as set forth in the Proposal:

Senior Real Property Agent	-	Hourly Rate: \$
Real Property Agent	-	Hourly Rate: \$

County-directed adjustments in direction or emphasis of the work effort will not be considered as adequate justification for re-negotiation of the prices or hourly rates provided for herein, provided such adjustments do not constitute change in the general scope of the services to be provided.

Consultant shall be reimbursed for mileage traveled to and from the job site and between job sites at a mileage rate based on the most recent U.S. Federal Government reimbursement rate. The effective rate as of January 1, 2023, is \$0.655 per mile. The allowed maximum mileage to and from the job site shall be fifty (50) miles each way, per day. Reimbursement for travel between sites shall be made at the same rate. However, mileage between sites will not be limited. All mileage shall be subject to review and approval by the County.

XV. METHOD OF PAYMENT

The Consultant will be compensated on an hourly basis for hours actually worked. The Consultant shall submit on its standard form a monthly invoice for its services rendered. The invoices should indicate a breakdown of all man-hours charged and a description of assignment/project progress and the total amount due for the billing period. Failure to include this material with the invoice shall result in rejection of the invoice. For mileage reimbursement, the Consultant shall complete the *Consultant's Mileage Expense Report*, a copy of which is attached to the RFP, and submit it to the County for payment.

The Consultant will submit the original and two (2) copies of the invoice directly to the Division of Engineering, Washington County Administration Annex, 747 Northern Avenue, Hagerstown, Maryland 21742. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule (Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Office of Budget & Finance for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement.

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant shall not:

(1)... fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

(2)... limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

In addition, the Consultant further certifies that it now complies and will continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.
- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

- A. Professional Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, its

servants or agents, under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents (other than that arising out of Consultant's professional services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

C. The Consultant shall not hold the County liable for any injuries to employees, servants, agents, subcontractors, or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

D. The Consultant shall provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of \$1,000,000 for the liabilities arising out of those matters mentioned in subparagraph (A) and (B) of this section (i.e., \$1,000,000 for Professional Liability and \$1,000,000 for General Liability).

XXI. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Consultant, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration, or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order is issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services contemplated herein. The County shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval of the County.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, members, or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or

termination of this Agreement, the Consultant shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications, and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV and the terms and conditions of this Agreement.
- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.
- C. The parties agree that any legal proceedings arising out of this Agreement shall be litigated in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all Federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Election Law Article, Title 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF; The parties have caused this Agreement **PUR-1604** to be executed on _____, 2023, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

Secretary

BY: _____ (SEAL)

Address _____ Title _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Name:

BY: _____
John F. Barr, President

Recommended for approval:

Scott Hobbs, P.E., Director
Division of Engineering

Approved as to form and content:

Kirk C. Downey
County Attorney