

**TALBOT COUNTY PUBLIC NOTICE  
INVITATION TO BIDDERS**

**TITLE:       REQUEST FOR PROPOSALS: REVISE AND UPDATE CHAPTER  
190 OF THE TALBOT COUNTY CODE; ZONING, SUBDIVISION  
AND LAND DEVELOPMENT ORDINANCE TO COMPLEMENT  
THE RECENTLY ADOPTED COMPREHENSIVE PLAN**

**BID NO.:     16-13**

**A. Introduction**

Talbot County, Maryland is requesting proposals for planning services to update, revise and/or reorganize the current Zoning, Subdivision and Land Development Regulations. The final product should be compact, user-friendly and support the goals and action strategies articulated in the County's newly adopted Comprehensive Plan.

The recently adopted Comprehensive Plan emphasizes objectives such as the need for improved development standards and overall higher quality design standards. Talbot County wishes to create a body of modern, flexible, and user-friendly land development regulations that implement the goals and policies set forth in the Plan.

Plan objectives must be translated into appropriate regulatory language and/or properly integrated into the various Department of Planning and Zoning review and approval procedures. The current Ordinance is considered difficult for enforcement by planning professionals, lacking in specific land uses and in need of State and federal updates, and may contain conflicting and unclear provisions.

While many standards and processes outlined in the Ordinance and Regulations may be adequate, other content weaknesses or inadequacies include the following:

- Outdated regulations;
- Inadequate definitions;
- Lack of graphics, tables and illustrations;
- New village zoning and land use districts;
- Lack of incentives and performance-based standards;
- Inability to address modern or evolving land-uses (e.g. mixed-use, live-work, etc.);
- Incorporation of critical area buffer and other regulation amendments;
- Integration of State and federal regulations as applicable;
- Need for regulations that are easily applied and enforced.

The planning area of Talbot County encompasses inland and shoreline districts including 22 unincorporated villages. The County does not exercise planning authority for the Towns of Easton, Oxford, Queen Anne, St. Michaels or Trappe.

## **B. Services Sought**

Talbot County seeks highly qualified professional planning firms with broad experience in the following tasks:

**Regulatory Expectations** - Create regulatory expectations for the development community including incentives for development that complements County goals and objectives in the Plan, and disincentives for development that fails to meet the County's goals and objectives;

**Process Delineation** - Identify opportunities to simplify project and permit reviews and create efficiencies, clarify and delineate processes and procedures, disincentives and/or eliminate the ability to circumvent processes;

Develop a wider range of administrative approvals, especially if consistent with County goals and objectives;

Identify conflicting, unclear and/or confusing provisions and rewrite to clarify same;

Clarify and illustrate definitions; replace text with examples, graphics, tables, and illustrations where applicable and appropriate;

Provide general legal review for consistency with Maryland law;

Provide regulatory standards that produce high quality design and development;

Enhance regulations to promote open space and strengthen environmental protections;

Produce a compact and customer-friendly Ordinance that minimizes the need for formal code interpretation;

Organize the Ordinance into an "easy access, easy look-up" digital code format;

Create regulations that are easy to understand, interpret, and enforce;

Replace verbose wording with illustrations, graphics, examples, commentaries, etc.

**C. Public Input**

Talbot County encourages and anticipates substantial public input and involvement. All proposals must include a strategy that allows for considerable public input to revise, update, and adopt the new Ordinance and Regulations.

**D. Firm Profile**

Professional planning agencies that wish to be considered should submit proposals including the following:

- Contact Information: Name, address, and phone number.
- Form of Organization: Type of firm, organization, names of principals, officers and directors.
- Key Personnel: Names of key personnel, including those most likely to be involved in the project, their respective titles, experiences, and periods of service with the firm.
- Statement of Qualifications: A statement of qualifications regarding the firm’s ability to undertake and satisfactorily complete the proposed update.
- Availability: A description and schedule regarding the availability of key personnel of the firm to undertake and complete the proposed project and the extent of their availability to County staff.
- Project List: A list of similar projects completed by the firm.
- References: Names and telephone numbers of persons whom the County can contact for references regarding the firm’s past performance with similar projects.
- Public Input: A public outreach strategy to be employed by the firm, including creation, makeup, purpose, agenda and schedule of a task force if deemed appropriate.

**E. County Information**

The Talbot County Comprehensive Plan, Zoning, Subdivision and Land Development Regulations are available to all firms interested in responding to this request for proposals. The information can also be accessed via the County website at [www.talbotcountymd.gov](http://www.talbotcountymd.gov).

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**BID NO.:       16-13**

**Sealed bids** for this project shall be accepted by the County Manager of Talbot County, Maryland, Talbot County Courthouse, 11 N. Washington Street, Easton, Maryland, 21601 until **3:00 p.m.** local time on **Thursday, August 4, 2016** at which time they shall be opened and read aloud.

**The Scope of Work** consists of services to be rendered as necessary to revise Chapter 190, Zoning, Subdivision and Land Development Ordinance of the Talbot County Code such that the finished product will complement the recently adopted Talbot County Comprehensive Plan. Work shall be performed as described in the bid specifications package and as directed by the Talbot County Planning Officer. Any questions regarding the Scope of Work or other items contained within this bid package shall be directed to the Talbot County Department of Planning and Zoning.

**Request for Proposal and Other Contract Documents** may be obtained from the Talbot County Department of Planning and Zoning, 215 Bay Street, Suite 2, Easton, Maryland, 21601 (410.770.8030).

**The County Council of Talbot County, Maryland** reserves the right to reject any and all bids or to accept any bid, or portions thereof, when in their judgment, the public will be better served.

**TALBOT COUNTY DEPARTMENT OF PLANNING AND ZONING**

**GENERAL CONDITIONS  
REQUEST FOR PROPOSALS  
BID NO. 16-13**

Sealed proposals addressed to the County Manager of Talbot County for furnishing and delivering:

**TITLE: REQUEST FOR PROPOSALS: REVISE AND UPDATE CHAPTER 190 OF THE TALBOT COUNTY CODE; ZONING, SUBDIVISION AND LAND DEVELOPMENT ORDINANCE TO COMPLEMENT THE RECENTLY ADOPTED COMPREHENSIVE PLAN**

Proposals will be accepted by the Office of the Talbot County Manager, Talbot County Courthouse, 11 N. Washington Street, Easton, Maryland, 21601 until **3:00 p.m.** local time on **Thursday, August 4, 2016** at which time they will be opened and read aloud.

**1. INSTRUCTIONS, FORMS AND SPECIFICATIONS**

Instructions, forms and specifications may be obtained in person or by mail from the Talbot County Department of Planning and Zoning, 215 Bay Street, Suite 2, Easton, Maryland, 21601.

- a. All proposals are to be submitted on, and in accordance with, bid forms for this purpose, which are attached hereto. Sealed proposals shall be addressed to the County Manager of Talbot County, Maryland, Talbot County Courthouse, 11 North Washington Street, Easton, Maryland 21601 and shall be mailed or hand-delivered at any time before the scheduled opening. Hand-delivered proposals shall be submitted directly to the County Manager, Talbot County Courthouse, 11 N. Washington Street, Easton, Maryland, by **3:00 p.m.** local time on **Thursday, August 4, 2016**.
- b. All proposals shall be submitted in sealed, plainly marked envelopes supplied by Respondent. Envelopes shall clearly state Project Title, Bid Number, Bid Date and Time, and Name of Respondent.
- c. Each proposal shall be accompanied by a notarized affidavit (Non-Collusion Oath) executed by the Respondent, or in case the Respondent is a corporation, by a duly authorized representative of said corporation.
- d. Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Department of Planning and Zoning.

- e. Any Respondent finding any discrepancy, ambiguity, or omission in the RFP, or who is in doubt as to their meaning, intent, or effect, shall notify the Talbot County Planning Officer in writing immediately, but not later than five (5) days prior to the scheduled opening of proposals. Exceptions, as taken, in no way obligate the County to change the specifications. The County Planning Officer shall notify all Respondents in writing by a duly issued addendum, of any interpretations made of specifications or instructions.
- f. The County assumes no responsibility for oral instructions or suggestions. All official correspondence in regard to the RFP shall be directed to, and shall be issued by, the County Planning Officer or her designee.

## **2. TALBOT COUNTY CONSULTANT EVALUATION AND SELECTION PROCESS**

- a. The County shall review and evaluate the qualifications of Respondents in a uniform manner by an objective process. Said process may include the appointment of a review committee, which, to the extent practical, should include persons with appropriate knowledge, training, background and experience. Criteria to be considered in the evaluation of proposals shall include:
  - i. Specialized experience and professional competence;
  - ii. Past record of performance on contracts with the County or with other entities;
  - iii. Capacity of the Respondent to perform the work;
  - iv. Avoidance of personal and organizational conflicts of interest prohibited under State and local laws.
- b. Information obtained in these evaluations shall be treated as confidential except when federal, State or local laws require disclosure.
- c. At no time during the entire procurement process shall information, which would provide an unfair competitive advantage, be conveyed to any candidate.
- d. The County's evaluation shall be made solely on the basis of the technical and other evaluation criteria stated in the solicitation. These evaluating factors shall include, as appropriate, the following factors:
  - i. The quality of the work (or items) proposed;
  - ii. Professional and other fees quoted, and consideration of other proposals for the same or similar items or work;

- iii. The business reputations, capabilities, responsibilities, and past performance of the respective persons or firms who submitted proposals and their key personnel;
- iv. Delivery requirements;
- v. Capacity to perform the work within required time limits;
- vi. Requirements for avoidance of personal and organizational conflicts of interest.

### **3. AWARD OF CONTRACT**

- a. The County Council of Talbot County, Maryland shall award all contracts using their own reasoned judgment based upon the recommendations of the County Manager, the County Planning Officer and the review committee (if applicable) pursuant to the review process described above.
- b. Any other considerations for the award will be stated on the specifications and proposal.

### **4. RESERVATIONS**

- a. The County Council reserves the right to reject any and all proposals or portions thereof, when in their reasoned judgment, the public interest will be better served thereby.
- b. The County Planning Officer, with the approval of the County Manager, may waive formalities or technicalities in proposals as the interest of the County may require.
- c. The County Planning Officer may waive differences in specifications provided these differences do not violate the specification's intent nor materially affect the services rendered.

### **5. DISPUTES**

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Planning Officer, or authorized representatives, shall be final and binding on both parties.

## **6. AUTHORITY**

Instructions, specifications, and proposals are issued, and all bids, quotations, orders and purchases are made, pursuant and subject to the authority of the Talbot County Council.

## **7. EXCEPTION**

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents unless specifically noted otherwise in the proposal.

## **8. SCOPE OF WORK**

The Consultant shall furnish all labor, material, equipment and appurtenances as necessary to revise Chapter 190, Talbot County Zoning, Subdivision and Land Development Regulations as described in this RFP and to the overall direction and control of the Talbot County Planning Officer.

## **9. GENERAL WORK**

The intent of these specifications is to prescribe a complete Scope of Work, which the Consultant is to perform to fulfill the contract.

## **10. JOB DESCRIPTION**

The Scope of the Work consists of services to be rendered as necessary to revise the Talbot County Zoning, Subdivision and Land Development Regulations as described in this RFP and as directed by the Talbot County Planning Officer.

## **11. PUBLIC CONVENIENCE AND SAFETY**

The Consultant shall at all times conduct the work in a professional and timely manner. The convenience, availability, and service provided to the general public shall be in an adequate and satisfactory manner.

## **12. REVIEW**

- a. All work performed by the Consultant shall be subject to review and approval by the Talbot County Department of Planning and Zoning.

- b. Any failure or omission by the County to identify or note inadequate or unacceptable work-product or discrepancies shall not relieve the Consultant of the responsibility for correction and resubmittal.
- c. Any and all changes required as result of County review, shall be at no additional cost to the County.

### **13. TIME FOR COMPLETION**

- a. Work shall commence immediately upon execution of a Notice to Proceed for a period not to exceed twelve (12) months. A one-time, three (3) month extension may be granted at the discretion of the County Council.
- b. The Consultant will proceed with the work at such rate of progress to insure full completion within the specified timeframe. It is expressly understood and agreed, by and between the Consultant and Talbot County that the time for the completion of the work described herein is a reasonable time and that time is of the essence.
- c. The County reserves the right to terminate the contract with the consultant upon seven (7) days notice in writing, if in the opinion of the County, the work performed under the contract is not satisfactory and/or County funds become unavailable. The Consultant shall be paid for his/her services for the work performed prior to termination up to this point consistent with the bid schedule.

### **14. PRICING**

Prices quoted on the Bid Form shall remain firm for the duration of contract period and shall not be subject to escalation.

### **15. INDEMNIFICATION**

The Consultant shall indemnify and hold harmless Talbot County, Maryland and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the County or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with any act, omission, or default of the Consultant, its employees or subcontractors/subconsultants, in the performance of or in connection with, any work required, contemplated or performed under the contract.

## **16. METHOD OF AWARD**

The County Council of Talbot County, Maryland intends, but is not limited to, award of the contract to the lowest responsible bidder. The County Council reserves the right to reject any and all bids when in their reasoned judgment the general public will be better served thereby.

## **17. METHOD OF PAYMENT**

- a. Payments to the Consultant shall be made in the manner identified by the bidder on **Bid Form 2**. The Consultant shall submit to the Talbot County Department of Planning and Zoning an invoice completed and signed by the Consultant covering the work performed during the period identified and supported by a description of the work performed and the deliverables provided. The Talbot County Finance Office will pay the Consultant within thirty (30) days of presentation of the approved invoice.
- b. Payment for services furnished and work done under this contract will be made for the actual amount of service supplied and work done by authorization of the Talbot County Planning Officer and in accordance with the bid proposal. The Consultant shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as may be required by written order of the Planning Officer.
- c. All services required to complete the terms of this bid package shall be listed in the proposal. The absence of any specific category of work shall be interpreted as meaning that the costs of such work, accomplished as defined by the RFP and proposal, shall be included in the prices bid for items which are listed in the proposal.

## **18. NOTICE TO PROCEED**

Notice to proceed shall be given to the selected Consultant by the Talbot County Department of Planning and Zoning upon execution of a contract with Talbot County, Maryland.

## **19. GENERAL SPECIFICATIONS**

- a. The professional services and all other work to be done under the Contract includes, but is not limited to, furnishing professional, technical, support staff, and other personnel, expertise, materials, transportation and all other goods, services and materials to provide the services and deliver the products and results sought by this RFP.

- b. The work shall be done under contract with Talbot County, Maryland and the supervision of the Talbot County Department of Planning and Zoning or their assignee.
- c. The work shall be completed, in all its parts, in general accordance with the terms and conditions of the Contract. Any deviation shall be subject to the approval of the County Council and/or County Planning Officer.
- d. The Consultant shall assume all responsibility for services rendered in strict accordance with the RFP.
- e. The Consultant shall provide services in all particulars required by the RFP and contract way without any extra charge, unless specifically provided for within the contract.
- f. Should there be any discrepancies regarding the Scope of Work after bidding and prior to the beginning of work, the Contractor shall bring such discrepancies to the attention of the County Planning Officer at the work initiation conference.
- g. Talbot County reserves the right to enter into other contracts with third parties in connection with this project.
- h. The Consultant, before submitting a proposal for this project, shall thoroughly familiarize himself/herself with all requirements, conditions, and the scope of work related to the revision of the Talbot County Zoning, Subdivision and Land Development Regulations.
- i. The Consultant shall satisfy himself/herself as to the accuracy and completeness of the RFP regarding the nature and extent of all work described.

## **20. PROJECT SITE**

All lands within Talbot County, Maryland, excluding the Towns of Easton, Oxford, Queen Anne, St. Michaels and Trappe.

## **21. CONTRACT DOCUMENTS**

The Contract Documents consist of these Specifications and/or Scope of Work, the PROFESSIONAL SERVICES AGREEMENT, and any and all subsequent addenda or additions thereto.

## 22. SCOPE DETAILED

Introduction: Talbot County, Maryland is requesting proposals for planning services to update, revise and/or reorganize the current County Zoning, Subdivision and Land Development Regulations. This effort is intended to complement the recently adopted Talbot County Comprehensive Plan by emphasizing and implementing articulated land-use goals and objectives through County codified ordinances. Objectives and Scope of Work are as follows:

**Regulatory Expectations** - Create regulatory expectations for the development community including incentives for development that complements County goals and objectives in the Plan, and disincentives for development that fails to meet the County's goals and objectives;

**Process Delineation** - Identify opportunities to simplify project and permit reviews and create efficiencies, clarify and delineate processes and procedures, disincentives and/or eliminate the ability to circumvent processes;

Develop a wider range of administrative approvals, especially if consistent with County goals and objectives;

Identify conflicting, unclear and/or confusing provisions and rewrite to clarify same;

Clarify and illustrate definitions; replace text with examples, graphics, tables, and illustrations where applicable and appropriate;

Provide general legal review for consistency with Maryland law;

Provide regulatory standards that produce high quality design and development;

Enhance regulations to promote open space and strengthen environmental protections;

Produce a compact and customer-friendly Ordinance that minimizes the need for formal code interpretation;

Organize the Ordinance into an "easy access, easy look-up" digital code format;

Create regulations that are easy to understand, interpret, and enforce;

Replace verbose wording with illustrations, graphics, examples, commentaries, etc.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between Talbot County, Maryland a political subdivision of the State of Maryland (“County”), and \_\_\_\_\_ (“Consultant”).

### RECITALS

WHEREAS, the County intends to have professional planning services performed by the Consultant for the Talbot County Zoning Ordinance Revision/Update pursuant to the County's Request for Proposal dated \_\_\_\_\_ and the Consultant's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference (“Project”); and

WHEREAS, the Consultant has represented to the County that it has the necessary expertise to perform such services for the County and has expressed its willingness to furnish its services for the Project, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

#### 1. RECITALS INCORPORATED.

1.1. The above recitals are incorporated herein as though fully set forth.

#### 2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform all of the services as more completely set forth in the Consultant's Proposal dated \_\_\_\_\_, attached hereto (“Services”). After written authorization by the County, the Consultant shall provide the Services for the Project. The County shall have the right to approve the use of all sub-consultants by Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the County all reports, documents, data, and information set forth in the Consultant's Proposal in a format customarily used in the industry or as specified by the County. The County shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement, this Agreement shall control to the extent of such conflict.

2.4. County Authorized Representative. The County's Department of Planning & Zoning Director or the Director's designee shall be deemed the County's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates,

requests, demands, approvals, consents notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the County and with the effect of binding the County as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the County as having been properly and legally given by the County. The County shall have the right to change its Authorized County Representative by providing the Consultant with written notice of such change which notice shall be served in accordance with Section 18 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The County is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the County with written notice of such change which notice shall be served in accordance with Section 18 of this Agreement.

### 3. COMPENSATION FOR SERVICES.

3.1. The County shall compensate the Consultant for the Services in an amount not to exceed \$\_\_\_\_\_ (**"Contract Price"**). The Consultant shall be paid installments consistent with the Consultant's Proposals, but in no event not more frequently than once each month (**"Progress Payments"**). Payments shall be made within thirty (30) days of receipt by the County of a pay request/invoice from the Consultant.

3.2. The County may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the County.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the County an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate

phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the County's rights or remedies, the County shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the County for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of sub-consultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the County, including staff time and attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the County's remedies set forth in this Agreement. The County must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The County shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the County. The County shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the County and chargeable to the Consultant under this Agreement.

3.6. The Consultant's Services shall be considered complete on the date of final written acceptance by the County, which acceptance shall not be unreasonably withheld or delayed. As soon as practicable after final acceptance, the County shall pay to the Consultant the balance of any amount due and owing under this Agreement, after deducting there from all charges against the Consultant as provided for in this Agreement ("**Final Payment**"). The acceptance by Consultant of Final Payment with respect to the Services shall operate as a full and complete release of the County of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to the Consultant for anything done, furnished for, arising out of, relating to, or in connection with the Services, except for such claims as the Consultant reserved in writing at the time of submitting its invoice for final payment.

#### 4. TERMINATION.

4.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The County may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating

party gives the other party (1) not less than ten (10) calendar day's written notice pursuant to Section 14 below of its intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination.

4.2. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the County shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

## 5. INDEMNIFICATION.

5.1. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the County or Consultant, indemnify, save harmless, and defend the County against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Consultant, but only to the extent caused by the negligence of the Consultant or its sub-consultants or their respective employees.

## 6. INSURANCE.

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the County before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Maryland and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the County. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the Consultant shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its sub-consultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the County, its officers, employees, attorneys and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law: (A) Commercial General Liability: i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury. ii. Limits: General Aggregate \$ 2,000,000.00 Each Occurrence \$ 1,000,000.00 Personal Injury \$ 1,000,000.00 iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant. (B) Professional Liability: i. Limits: General Aggregate \$2,000,000.00 Per

Claim \$2,000,000.00 ii. Coverage for all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant, and the Consultant's obligations under the indemnification provisions of this Agreement to the extent same are covered. (C) Worker's Compensation: i. Worker's compensation insurance shall be in accordance with the provisions of the laws of the State of Maryland, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each sub-consultant similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Maryland Worker's Compensation Act, the Consultant shall provide, and shall cause each sub-consultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided. (D) Comprehensive Automobile Liability: i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage. ii. Limits: Combined Single Limit \$1,000,000.00 (E) Umbrella: i. Limits: Each Occurrence/Aggregate \$2,000,000.00 (F) The County, its officers, employees, agents and volunteers shall be named as an additional insured on all insurance policies identified herein except worker's compensation and professional liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, employees, agents, and volunteers.

6.3. The County and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that, except as to Professional Liability, any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County as herein provided.

## 7. SUCCESSORS AND ASSIGNS.

7.1. The County and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the County and the Consultant.

## 8. FORCE MAJEURE.

8.1. Neither the Consultant nor the County shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of

nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## 9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the County and the authorized representative of the Consultant.

## 10. STANDARD OF CARE.

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other professional Services furnished or required under this Agreement, and shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated planning professionals.

10.2. The Consultant shall be responsible for the accuracy of its professional Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The County's acceptance of any of Consultant's professional Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the County notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the County's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the County's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the County, or by actual hand delivery of written notice by the County to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Maryland Human Relations Act. The

Consultant shall also comply with all conditions of any federal, state, or local grant received by the County or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its sub-consultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## 11. DRAWINGS, DOCUMENTS AND BOOKS AND RECORDS.

11.1. Drawings, plans, specifications, photos, reports, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("**Documents**") shall be and remain the property of the County upon completion of the Project and payment to the Consultant all amounts then due under this Agreement. At the County's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the County. The Consultant shall have the right to retain copies of the Documents for its files. The Consultant shall maintain files of all Documents unless the County shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of Project Services under this Agreement and for three (3) years after completion of the Project. The Consultant shall give notice to the County of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The County shall have ninety (90) days after receipt of any such notice to give notice to the Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the County, at the County's expense. The Consultant and any sub-consultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the County and the federal funding entity, if applicable, and the Consultant agrees to cooperate fully with any audit conducted by the County and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the County for recovery of any funds paid by the County under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Consultant shall make the Documents available for the County's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein.

11.3. The Consultant shall furnish all records related to this Agreement and any documentation related to the County required under a Maryland Public Information Act (“**PIA**”) request within five (5) business days after the County issues notice of such request to the Consultant. The Consultant shall not apply any costs or charge any fees to the County regarding the procurement of records required pursuant to a PIA request. The Consultant shall defend, indemnify, and hold harmless the County, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees, and any other expenses) for the County to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant’s actual or alleged violation of the PIA, or the Consultant’s failure to furnish all documentation related to a request within five (5) days after the County issues notice of a request. Furthermore, should the Consultant request that the County utilize a lawful exemption under PIA in relation to any PIA request thereby denying that request, the Consultant agrees to pay all costs connected therewith (such as reasonable attorney’s and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of PIA requests to either the Maryland Ombudsman or a court of competent jurisdiction. The Consultant shall defend, indemnify, and hold harmless the County, and agrees to pay all costs connected therewith (such as reasonable attorney’s and witness fees, filing fees and any other expenses) to defend any denial of a PIA request by the Consultant’s request to utilize a lawful exemption to the County.

11.4. The Consultant shall have the right to include among the Consultant’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Consultant pursuant to this Agreement (collectively “**Work Products**”). The County shall provide professional credit to the Consultant in the County’s development, promotional and other materials which include the Consultant’s Work Products.

## 12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

## 13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the County, at its sole discretion, may

determine that such Services conflict with a service to be provided to the County by Consultant, and the County may select another entity to provide such Services as the County deems appropriate.

#### 14. THE COUNTY'S REMEDIES.

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("**Event of Default**"), and has failed to cure or reasonably commence to cure any such Event of Default within fifteen business days after Consultant's receipt of written notice of such Event of Default, then the County shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.2. The County may require the Consultant, within such reasonable time as may be fixed by the County, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.3. The County may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.4. The County may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.5. The County may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the County as the result of any Event of Default or as a result of actions taken by the County in response to any Event of Default; or

14.6. The County may recover any damages suffered by the County as a result of the Consultant's Event of Default.

#### 15. NO COLLUSION.

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Maryland Comptroller's Office unless Consultant is contesting, in accordance with the procedures established by the

appropriate revenue Act, its liability for the tax or the amount of the tax. The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the County prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the County for all loss or damage that the County may suffer thereby, and this Agreement shall, at the County's option, be null and void and subject to termination by the County.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW.

17.1. This Agreement shall be governed by the laws of the State of Maryland both as to interpretation and performance without regard to conflicts of laws principles.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, by facsimile or by email to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the County:

Mary Kay Verdery, Planning Officer  
Talbot County Department of Planning & Zoning  
215 Bay St. Suite 2  
Easton, MD 21601  
Fax: 410-770-8043  
[mverdery@talbotcountymd.gov](mailto:mverdery@talbotcountymd.gov)

If to the Consultant: \_\_\_\_\_

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by facsimile or email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days

during business hours (8:30 a.m. to 5:00 p.m. Eastern Standard Time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

#### 19. BINDING AUTHORITY.

19.1. The individuals executing this Agreement on behalf of the Consultant and the County represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

#### 20. HEADINGS AND TITLES.

20.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

#### 21. COUNTERPARTS.

21.1. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

#### 22. EFFECTIVE DATE.

22.1. The Effective Date of this Agreement shall be the date that the County Manager of Talbot County executes this Agreement as set forth below.

#### 23. AUTHORIZATIONS.

23.1 The Consultant's authorized representative who has executed this Agreement warrants that he or she has been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The County Manager warrants that he is lawfully authorized to execute this Agreement. The Consultant and the County shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

#### 24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Consultant is an equal opportunity employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed under seal by their duly authorized representatives on the day and date first written above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Attest:

TALBOT COUNTY, MARYLAND

\_\_\_\_\_

\_\_\_\_\_( SEAL)  
By: R Andrew Hollis, County Manager

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

CONSULTANT

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
By:

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



**TALBOT COUNTY BID FORM  
Bid No. 16-13**

County Manager of Talbot County, Maryland  
Talbot County Courthouse  
11 N. Washington Street  
Easton, Maryland 21601

**PAYMENT SCHEDULE**  
-Choose One Option Only-

OPTION A \_\_\_\_\_  
(Quarterly Payments)

OPTION B \_\_\_\_\_  
(Semi-Annual Payments)

OPTION C \_\_\_\_\_  
(Per Hour Payment)

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
(Sign for Identification)

\_\_\_\_\_  
(Date)

**TALBOT COUNTY BID FORM  
Bid No. 16-13**

County Manager of Talbot County, Maryland  
Talbot County Courthouse  
11 N. Washington Street  
Easton, Maryland 21601

**SUBCONTRACTORS LISTING**

The following represents a complete listing of subcontractors and/or sub-consultants to be employed and/or utilized by the Consultant:

<b>Type of Work Performed</b>	<b>Subcontractor Address/Phone</b>	<b>Percent of Work</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List all subcontractors/subconsultants whose percentage of work is 2% or greater. Provide additional pages as necessary. Types of work not listed indicate that the Consultant intends to perform the work with his own personnel. The Consultant shall not award work to subcontractor(s) or sub-consultant(s) in excess of fifty (50%) percent of the total contract price, without written approval of the County. Failure to list subcontractors and sub-consultants may result in disqualification of bid.

The Consultant shall ensure that all work will be carried out as required by this contract and will further be responsible for all work performed by the subcontractor or sub-consultant.

**TALBOT COUNTY BID FORM**  
**Bid No. 16-13**

County Manager of Talbot County, Maryland  
Talbot County Courthouse  
11 N. Washington Street  
Easton, Maryland 21601

**AFFIDAVIT 1**

**NON-COLLUSION CERTIFICATE**

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, TO WIT:

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared \_\_\_\_\_ and made oath in due form of law that the Consultant herein, his/her agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for or on behalf of the Consultant, or themselves, or obtained information that would give the Consultant an unfair advantage over others, nor have they colluded with anyone for or on behalf of the Consultant, or themselves, to gain any favoritism in the award of the Contract herein.

The individual noted above and identified as \_\_\_\_\_ has sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

**Bid Form 4**

**TALBOT COUNTY BID FORM**  
**Bid No. 16-13**

County Manager of Talbot County, Maryland  
Talbot County Courthouse  
11 N. Washington Street  
Easton, Maryland 21601

**AFFIDAVIT II**

**DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH TALBOT COUNTY**

The undersigned does hereby declare that no officer or employee of Talbot County, whether elected or appointed, has in any manner whatsoever any interest in, or has received prior to, hereto, or will receive subsequent hereto, any benefit, monetary or material 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, directly or indirectly, any part of any fee, commission or other compensation paid, or payable, by the County in connection with this contract, job, work, or service for the County, excepting, however, to the extent applicable, if at all, the receipt of dividends declared to all shareholders on publicly traded corporation stock.

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

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Sign for Identification)

\_\_\_\_\_  
(Date)

**Bid Form 5**