



**REQUEST FOR PROPOSALS (RFP):  
UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN**

**BID OPENING DATE:** 11:00 a.m., Friday, September 13, 2024

**BID NUMBER:** 24-12

**LOCATION:** Office of the Talbot County Manager  
Courthouse, South Wing  
11 North Washington Street, Suite #13  
Easton, MD 21601

Envelope **MUST** be marked: “**Bid No. 24-12, Request for Proposals – Update of the Talbot County, Maryland Comprehensive Plan**” in the lower left corner.

*\*Proposals not received by the time and at the place indicated will not be considered. E-mailed or faxed bids will not be accepted.*

**INQUIRIES CONCERNING THIS PROPOSAL:**

Please direct any questions or comments to:

Brennan Tarleton, Planning Director  
Talbot County Department of Planning and Zoning  
215 Bay Street, Suite #2  
Easton, MD 21601  
Email: [btarleton@talbotcountymd.gov](mailto:btarleton@talbotcountymd.gov)  
Telephone: 410-770-8030

This document can be downloaded from our web site:

Issue Date: July 12, 2024

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DEPARTMENT AS SOON AS POSSIBLE.



## TALBOT COUNTY PUBLIC NOTICE

**TITLE: REQUEST FOR PROPOSALS: UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN**

**BID NO.: 24-12**

**Sealed bids** for this project shall be accepted by the Office of the Talbot County Manager, South Wing, Talbot County Courthouse, 11 N. Washington Street, Suite #13, Easton, Maryland, 21601 until **Friday, September 13, 2024, at 11:00 a.m.**, at which time they will be opened and read aloud. E-mailed or faxed proposals will not be accepted.

**The Scope of Work** under this contract consists of services to be rendered as necessary by an experienced consultant to develop an update to the Talbot County, Maryland Comprehensive Plan. Any questions regarding the Scope of Work or other items contained within this bid package shall be directed to Brennan Tarleton, Director, Talbot County Department of Planning and Zoning.

**Request for Proposal** specification packages may be obtained from the Talbot County Department of Planning and Zoning, 215 Bay Street, Suite 2, Easton, Maryland, 21601 (410-770-8030).

Please direct any questions or comments to:

Brennan Tarleton, Planning Director  
Talbot County Department of Planning and Zoning  
215 Bay Street, Suite #2  
Easton, MD 21601  
Email: [btarleton@talbotcountymd.gov](mailto:btarleton@talbotcountymd.gov)  
Telephone: 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**



**TALBOT COUNTY BID FORM  
BID NO. 24-12**

County Council of Talbot County  
South Wing, Talbot County Courthouse  
11 N. Washington Street, Suite #13,  
Easton, Maryland 21601

**TITLE: UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN**

**OPENING: FRIDAY, SEPTEMBER 13, 2024 @ 11:00 A.M. LOCAL TIME**

Proposal of \_\_\_\_\_ (hereinafter called “**Bidder**”, organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*. (**Insert “a corporation”, “a partnership”, “a joint venture”, or “an individual”, as applicable.**)

**Bidder** hereby submits proposal for the above titled project. Having carefully examined the specifications and drawings for the named project and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby agree(s) to furnish all labor, material and equipment required for completion of work in strict accordance with the contract documents. **Bidder** also understands that the Talbot County Planning Director or his assignee has the right to delete any portion of the work herein described and **Bidder** shall perform other approved items of the contract accordingly.

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

Bidder hereby agrees to perform all the work described in the specifications and shown on the plans for the stipulated sum of:

**TOTAL BASE BID:**

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
Written \_\_\_\_\_ Figures

\_\_\_\_\_  
Sign for Identification

It is agreed that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date and that the undersigned will, if notified of the acceptance of this proposal within this time period, execute a contract for the above stated compensation. The undersigned further agrees to supply all required bonds, insurance forms, workers' compensation and related documents within ten (10) calendar days of the notification of acceptance of the proposal, and to guarantee the completion of the specified work in 90 calendar days [not to exceed ninety (90) calendar days] after execution of a contract and receipt of the Notice to Proceed.

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Sign for Identification

Affidavit I and Affidavit II are to be submitted by all bidders with the Special Form of Proposal. All alternatives called for in the contract documents must be submitted herewith.

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(Construction Firm  
License Number)

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(Date Issued)

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(Place of Issuance)

Federal Employer I.D. Number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Or if not an employer,

Social Security Number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

## SUBCONTRACTOR LISTING

The following subcontractors will be employed by this contract:

No.	Type of Work	Subcontractors Address / Phone	Percent of Work
_____	_____	_____ _____ _____	_____
_____	_____	_____ _____ _____	_____

Type of Work not listed indicates that the Contractor intends to perform the work with his own force.

The Contractor shall not award work to subcontractor(s) in excess of fifty (50%) percent of the total contract price, without written approval of Talbot County.

\_\_\_\_\_  
Sign for Identification

**AFFIDAVIT I**

**BID NO.:**     **24-12**

**TITLE:**       **UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN**

**NON-COLLUSION CERTIFICATE**

**COUNTY OF:**     \_\_\_\_\_

**STATE OF:**     \_\_\_\_\_

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 Respondent herein, his Agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract herein.

\_\_\_\_\_  
(NOTARY PUBLIC)

## **AFFIDAVIT II**

**BID NO.:** 24-12

**TITLE:** UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN

### **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 the contract, job, work, or service for the County, excepting, however, the receipt of dividend or 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 knowledge, information and belief.

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

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

**FIRM NAME AND ADDRESS**

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

**TELEPHONE NUMBER**

\_\_\_\_\_

**FAX NUMBER**

\_\_\_\_\_

## **BID SPECIFICATIONS**

### **BID NO. 24-12**

#### **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain professional consultant services, as described in the Scope of Services below, to update the Comprehensive Plan for Talbot County, Maryland.

#### **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than fifteen (15) days prior to the date set for acceptance of proposals.

#### **3.0 BACKGROUND INFORMATION**

The Talbot County Department of Planning and Zoning in Easton, Maryland, seeks the services of an experienced consultant to assist the County in the completion of an implementable update to the County's Comprehensive Plan. The County is proposing a targeted update to the Comprehensive Plan which balances the previously established goals, objectives, and policies that maintain relevancy with any significant present day – or newly developed – goals, objectives, and policies.

Talbot County ("the County") is centrally located on Maryland's Eastern Shore with a land mass of 267 square miles. The predominantly rural county has a population of approximately 38,000 people with half of the population residing within the five (5) incorporated towns of Easton, Oxford, Queen Anne, St. Michaels, and Trappe. In addition to its incorporated towns, the county also contains 22 unincorporated villages of varying sizes. The historic settlement patterns throughout the county have created a unique and diversified layout to include large tracts of farmland, estates, subdivisions, villages, and towns. The western half of the county is almost entirely surrounded by the Chesapeake Bay and its tributaries; thirty percent of the county's land mass is in the Critical Area and includes over 600 miles of shoreline.

The County's proximity to major markets in the mid-Atlantic and its adjacency to tidal waters of the United States are assets that have supported the traditional seafood and shipbuilding industries in the county for over 300 years. The location of historic ferry landings and working waterfronts were important junctions for the transport of goods and people. It was these locations that grew into the water-oriented village settlements of present-day Talbot County including the villages of Bellevue, Claiborne, Neavitt, Newcomb, Tilghman and Wittman. Accompanying the growing seafood and packing industries were water-related industries such as shipbuilding along with small retail and



hospitality enterprises that supported these major water-dependent businesses, their populations and the visitors and seasonal homeowners that arrived from the west.

In the early 1900s the County saw a loss of population as families relocated to more urban areas. The opening of the Chesapeake Bay Bridge in 1952 began the reversal of this population trend which led to substantial changes to the County, as well as other Eastern Shore counties, as they became more accessible and less isolated. The second half of the 20<sup>th</sup> century also saw a shift in the County's economy, as it transitioned from agriculture and seafood production to a more diversified economy including areas of construction, real estate, light manufacturing, trade, tourism and service-related industries. The county is still recognized for its open rural landscapes, woodlands, rivers, streams and wetlands and abundance of wildlife.

The county's proximity and accessibility to the Baltimore-Washington metropolitan area and the mid-Atlantic corridor, its scenic location and the appeal of its working waterfront, rural character, and unique heritage continues to bring second homeowners and retirees into the County. The continued influx of newcomers has the effect of increasing the desirability of waterfront properties for non-water-dependent uses, potentially increasing property values and real estate taxes on existing commercial waterfront properties.

The County's undeveloped and working agricultural lands are precious resources that are critical to the rural character and quality of life that is so valued by the visitors and residents of the County. Agricultural conservation and preservation have been long standing goals of the County throughout its history. Currently the County participates in several agricultural land preservation initiatives with other organizations to include the Maryland Agricultural Land Preservation Foundation (MALPF), Maryland Environmental Trust (MET), and Eastern Shore Land Conservancy (ESLC). As of 2023, roughly 35,000 acres have been protected with some type of conservation easement. Other more localized efforts such as farm produce stands, farm-based recreation, and farm-based education have grown in popularity and help to support local farmers.

The County provides residents with a variety of recreational opportunities through various parks, public landings and areas of dedicated open space. The County's system of parks includes four regional parks, six County owned community parks, and several other unique public recreation sites and amenities. The flagship of the County parks system is the Talbot County Community Center which is centrally located within the County and easily accessible from U.S. Route 50. The indoor facility includes an ice rink, multipurpose space and a newly constructed gymnasium. Directly across U.S. Route 50 from the Community Center is Hog Neck Golf Course, which is owned and operated by Talbot County and offers an 18-hole championship course together with a 9-hole executive course along with other ancillary golf-related amenities.

#### **4.0 PROJECT DESCRIPTION**

The County seeks to obtain services from a qualified and experienced consultant to prepare and complete an update of the Talbot County Comprehensive Plan.

The updated Plan shall conform to the requirements of the Land Use Article of the Annotated Code of Maryland and shall include visions, goals and objectives, and policies to guide the County's development and redevelopment for the next 10-20 years.

The Plan shall integrate all aspects of development/redevelopment including, but not limited to, demographics, land use recommendations, public facilities, transportation, housing, sensitive areas, natural resources, economic development, conservation, and other elements required by law. One critical component of the Plan will be the need to analyze existing and future infrastructure needs and the role technology will play in meeting these needs.

The County strives to provide high quality services, foster local opportunities, encourage public participation in the decision-making process, and embrace future growth while preserving the County's natural environment, rich heritage, and rural character. The Plan must reflect these attributes so it will be important for the Contractor to be innovative in the approach to reviewing and assessing the needs of the community and seeking public input.

## **5.0 SCOPE OF SERVICES**

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. The Scope of Services for Project Orientation and all phases are expected to cover an implementation period of approximately twelve (12) months.

The selected Consultant shall have the overall responsibility for the creation of the update. The Contractor will also work under the general direction of Talbot County's Director of Planning and Zoning, or his designee, but is expected to interact frequently with the Project Team which will include representatives from County departments and agencies.

The Contractor will provide project management, public outreach, and coordinate with the following: County and State agencies, key stakeholders, and residents.

### **5.1 Project Orientation**

At the outset of the project, the Consultant shall facilitate a project orientation meeting with a Comprehensive Plan Steering Committee (the "Steering Committee") comprised of County Staff from the Departments of Planning and Zoning, Parks and Recreation, Public Works, Economic Development and Tourism, and Emergency Services, as well as members of the County Council, Planning Commission, Board of Appeals and Public Works Advisory Board. The Steering Committee will be coordinated by the Project Manager. The Consultant will gain an understanding of the history and current planning issues and concerns facing the County; project objectives; project schedule; and other important background information. Prior to the meeting, the Consultant will review pertinent County and regional policy and background documents (See Section 5.5). In coordination with County Staff, the Consultant shall also conduct a field visit(s) to the County.

Project Orientation Meeting: The Consultant, with coordination from the County's Project Manager, shall prepare the meeting agenda, presentation materials and any other supporting documents. The Consultant shall also be responsible for facilitating the meeting.

Presentation materials for the Project Orientation Meeting: The materials will be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy) and internet posting. All materials produced shall be submitted to the Project Manager for review a minimum of one (1) week prior to the meeting.

## **5.2 Comprehensive Plan Discovery Process**

The Consultant shall perform a thorough review of plans, studies, and other information provided by the County deemed to be pertinent to this project (see Section 5.5). This shall include a Trends (population, households, employment, transportation, water resources) and Development Capacity Analysis/Buildout Analysis. The Consultant shall also create a process, in cooperation with the Project Manager to solicit comments from relevant stakeholders, including key County staff, the County Council, Planning Commission, Board of Appeals and other relevant County advisory boards, committees and commissions.

The Consultant, with coordination from the County's Project Manager, shall prepare agendas, presentation materials and supporting documents for any meetings that may be scheduled. The Consultant shall also be responsible for facilitating such meetings. Any materials produced shall be submitted to the County Project Manager for review a minimum of one (1) week prior to any scheduled meeting or event. All materials shall be submitted to the County Project Manager in a format suitable for distribution (digital and hard copy).

The Consultant shall prepare a report of the research findings in a format suitable for distribution (digital and hard copy) and consisting of a summary of stakeholder input.

## **5.3 Community Outreach & Engagement**

Public involvement in the planning process and acceptance of the final Plan is critical to the success of this effort. The Consultant shall design a Community Involvement Plan to incorporate citizen participation designed to engage the public and stakeholders in envisioning the future of Talbot County. The Consultant is encouraged to propose a process that is both creative and interactive for soliciting input from a diverse participant pool with the goal of channeling this input into realistic new strategies or amendments to existing strategies for consideration by the Planning Commission and County Council.

It is anticipated that the main responsibility of the Plan update, review, and feedback will fall to the Planning Commission. This will be conducted during regularly scheduled work sessions that will be open to the public. These Comprehensive Plan work sessions may be

held in addition to the regular monthly Planning Commission meetings.

It is also anticipated that a number of community outreach meetings will be held in order to seek the opinions and views of the public at large, report on progress as the Plan develops, solicit comments on specific ideas or concepts, and identify challenges or barriers that must be acknowledged and overcome. In addition to public meetings, the approach may include other avenues for stakeholder engagement such as surveys. The County envisions several facilitated community public meetings, in addition to the aforementioned Planning Commission work-session meetings.

### **5.3.1 Community Outreach & Engagement:**

- 1) The Consultant shall develop and implement a Community Involvement Plan to solicit broad-based input from stakeholders and the public. The Plan will show the timeline and methods for public outreach;
- 2) Create and maintain a user-friendly project website that is easy to navigate and relies heavily on graphics to share information and encourage engagement;
- 3) Generate materials that will be used to inform the public and obtain input (such as displays, pamphlets, online surveys, etc.), to be distributed at community meetings and/or Planning Commission work sessions;
- 4) Coordinate and/or attend events and venues to actively encourage engagement and seek public input (e.g., lead focus groups, administer surveys, etc.);
- 5) Compile survey results and present findings to the Steering Committee; and
- 6) Attend quarterly meetings (in-person or virtual, as determined collaboratively by Contractor and Steering Committee) with the Planning Commission to provide project updates.

## **5.4 Drafting the Comprehensive Plan Update**

The Consultant shall prepare an initial draft of the Comprehensive Plan that will include text and graphics, policies, and strategies, along with any amendments to Chapter 190, based on the final Executive Summary (see 5.5.1 below) and Comprehensive Plan Discovery Report. The Consultant shall submit initial and subsequent revised drafts to the Steering Committee, Project Manager, and County Office of Law. The Consultant shall conduct a legal audit of the proposed draft to identify and address any issues and concerns. In accordance with the Community Involvement Plan, the Consultant shall also collect public comments on the draft. The Consultant shall then prepare a final draft.

### **5.4.1 Collaboration with the Steering Committee**

- 1) The Consultant shall attend monthly status meetings with the Steering Committee (in-person or virtual, as agreed) to discuss progress, ensure that all milestones are being met, and the project is on budget.
- 2) The Consultant shall be responsible for providing progress reports, draft documents for review/discussion, and the creation of meeting agendas and meeting minutes following the meeting.

## **5.5. Public Review and Adoption**

Task 5 is the presentation of the final draft through the legislative review and adoption process. In coordination with the Project Manager, the Consultant shall prepare and present a legislative package that will include the final draft of the Comprehensive Plan and background materials, including the Comprehensive Plan Discovery Report, Executive Summary and Annotated Outline. The Consultant shall present these items at the Talbot County Planning Commission and County Council Public Hearings and attend any proceedings and subsequent work sessions. The Consultant shall incorporate mark-ups recommended by the Planning Commission into the draft presented to the County Council as well as the final draft as approved and adopted by the County Council.

### **5.5.1 Final Plan Requirements:**

- 1) Executive Summary, including an overview of how the Plan was created;
- 2) Comprehensive Planning Discovery Report, highlighted in Section 5.2 above;
- 3) Visions and Elements required by State law;
- 4) Careful consideration of issues and recommendations for sustainability, climate change and resiliency, and affordable and workforce housing together with diversity, equity, and inclusion; and
- 5) Implementation Schedule.

### **5.5.2 Approval & Adoption:**

- 1) The Contractor shall attend, in-person, all public hearings of the Planning Commission and the County Council during which time the draft Plan is reviewed and/or discussed; and
- 2) The Contractor shall be responsible for updating the draft Plan based upon comments and/or recommendations from the Planning Commission and County Council, as appropriate.

### **5.5.3 Deliverables**

- 1) All items listed below shall be provided in paper format and electronic format (e.g., Microsoft Word, PowerPoint, Adobe pdf, etc.). Access to all third-party websites used for this Project, such as Doodle or Survey Monkey, will be provided to the Project Team.
- 2) All studies conducted in conjunction with and/or referenced with the Plan.
- 3) Materials prepared and used to gather community input together with information and data obtained as a result of community outreach and engagement events and activities.
- 4) Materials prepared and distributed at, or in advance of, the monthly status meetings.
- 5) Provide digital copies of GIS maps associated with the Comprehensive Plan that are compatible with the County's GIS.
- 6) All drafts of the Plan and the final version upon adoption by the Talbot County Council.

## 5.5 Reference Documents and Plans

- 1) Talbot County Comprehensive Plan: [2016 Comprehensive Plan](#)
- 2) Emergency Operations Plan: [2024 Emergency Ops Plan](#)
- 3) Hazard Mitigation & Community Resilience Plan: [2022 Hazard Mitigation Plan](#)
- 4) Talbot County Zoning, Subdivision and Land Development Code: [Chapter 190](#)
- 5) Land Preservation, Parks & Recreation Plan: [2022 LPPRP Plan](#)
- 6) Bellevue Village Master Plan: [2017 Bellevue Master Plan](#)
- 7) Cordova Village Master Plan: [2020 Cordova Master Plan](#)
- 8) Tilghman Village Master Plan: [2017 Tilghman Master Plan](#)
- 9) Talbot County Interactive Map System including zoning map: [County Interactive Map](#)
- 10) Comprehensive Water and Sewer Plan: [Comprehensive Water and Sewer Plan](#)
- 11) Floodplain Ordinance: [Chapter 70 Floodplain Management](#)
- 12) Neighborhood Service Center, Community Needs Assessment: [2023-2026 Community Needs Assessment](#)
- 13) Neighborhood Service Center FY 23 Annual Report: [2023 Annual Report](#)
- 14) Community Needs and Health Assessment (FY 23-25): [2023-2025 Health Assessment](#)
- 15) Community Health Implementation Plan (FY 23-25): [2023-2025 Implementation Plan](#)

## **6.0 PROPOSAL SUBMISSION FORMAT**

Bidders are to make written proposals that present the bidder's qualifications and understanding of the work to be performed. Bidders shall address each of the specific evaluation criteria listed below. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

### **6.1 Experience & References**

- The bidder must summarize its proven experience in evaluating and writing comprehensive plans that reflect current best practices and future trends in areas such as sustainable development; climate change and resiliency; infill development; diversity, equity and inclusion; affordable housing; and the Visions and Elements that State law requires to be included in the Comprehensive Plan. Experience of the Consultant or Consultant team must be indicated by providing a list of prior successful completion of similar projects, including projects in communities with populations similar in size to Talbot County.
- Provide a detailed narrative description (maximum of one (1) page per project) of at least three (3) projects of similar size and scope of services to those contained in this RFP within the past eight (8) years. These should include the month and year the project started and completion date, client name and location, role of the firm and the responsibilities, budget, description of project, and if the project was completed on time and within budget.
- The narrative shall address the project approach, salient features, how the client's objectives were satisfied, and whether the projects were brought to successful completion within the constraints of time and budget. Include sample plans and ordinances, project costs, and owner's contact information.
- Include in the narrative description any representative projects managed and staffed by the team of key individuals who will be assigned to this project. Indicate the other major project commitments (current and projected) of the team members involved, the anticipated completion dates for current projects, and the anticipated start to finish dates for projected projects. Indicate the percentage of time key staff will be spending on this project versus other projects.
- Provide at least three (3) current references for which comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the



work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

- Provide a list of awards and letters of commendation received.
- List the key personnel to be assigned to this project and their related experience. Identify the Project Manager and any senior level staff to be assigned to the project, as well as any sub-consultants and their role on the project, their titles, experience, and period of service with the team. If using sub-consultants, describe any projects of similar scope that team members have worked on together in the past and the team's overall management approach. If helpful, provide an organizational chart showing the relationship of each individual to the overall project work plan.

## **6.2 Cost of Services.**

- Provide a detailed cost breakdown by task, including number of hours and percentages by each staff, including key personnel. Include the respective hours, tasks, and percentages of sub-consultant's involvement in each phase of work.

## **6.3 Proposed project approach and methodology.**

- Describe in detail your understanding of the project and your overall ability to meet/exceed the scope of work contained herein.
- Demonstrate any familiarity with Talbot County and/or Maryland policy, regulatory and other requirements.
- Provide a summary of the overall approach and strategies intended to complete the necessary tasks and deliverables included in this contract.
- Provide a detailed scope of work including activities, tasks, deliverables and duration (schedule). At a minimum, the tasks and deliverables contained within this RFP are required and must be contained with this schedule of work. Include a concise narrative as to how the consultant team proposes to engage community stakeholder groups and the applicable reviewing agencies through the process.
- Develop a robust and comprehensive Public Outreach and Engagement Plan that creates opportunities for public participation while keeping the proposed project on schedule. This Plan must reflect a strategy to reach as many of the segments of the population as possible, including those that may not have reliable internet access. The bidder should expect to work with the Project

Team and other members of County staff to ensure that the Plan promotes diversity, equity, and inclusion.

- It is expected that the project contract period for the completion of all scope of services tasks and deliverables shall be approximately twelve (12) months. The Consultant shall provide a proposed project timeline that indicates the approximate schedule for completing each of the project tasks and deliverables described in the scope of services.
- Describe the method and frequency of communication and coordination with County Staff.

**6.4 Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input.**

- Describe the overall approach for stakeholder participation and public input taken on projects of similar scope of services contained in this RFP.
- Provide a narrative (maximum of one (1) page per project) of at least three (3) projects of similar scope of services to those contained in this RFP that describes the methods employed for stakeholder and broader public input. Include the number and diversity of people reached.

**6.5 Compliance with Contract Terms and Conditions.**

- Specifically state your firm's compliance with the Contract Terms and Conditions as stated in Section 20 of the General Conditions which incorporates the Professional Services Agreement.
- Specifically list any deviations and justification for each.

**6.6 Additional Information**

- Any additional information that the Consultant deems relevant to the evaluation of the Technical Proposal Package.
- One (1) original and five (5) copies shall be submitted

**GENERAL CONDITIONS  
REQUEST FOR PROPOSALS  
BID NO. 24-12**

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

**TITLE: REQUEST FOR PROPOSALS: UPDATE OF THE TALBOT COUNTY, MARYLAND COMPREHENSIVE PLAN**

Proposals will be accepted by the Office of the Talbot County Manager, South Wing, Talbot County Courthouse, 11 N. Washington Street, Suite #13, Easton, Maryland, 21601 until **11:00 a.m. on Friday, September 13, 2024.**

**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, South Wing, Talbot County Courthouse, 11 North Washington Street, Suite #13, 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, South Wing, Talbot County Courthouse, 11 N. Washington Street, Suite #13, Easton, Maryland, by **Friday, September 13, 2024, at 11:00 a.m.** E-mailed or faxed proposals will not be accepted. Bids received after the scheduled bid opening date and time will be deemed non-responsive and will be returned unopened.
- 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. One (1) original and five (5) copies shall be submitted.
- 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 Director 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 Director 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 Director or his 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. Experience of the Consultant or Consultant team as indicated by prior successful completion of similar projects, including projects in communities with a scale similar to Talbot County, as well as relevant experience of the key individuals who will be assigned to this project.
  - ii. Cost of services.
  - iii. Proposed project approach and methodology to meet the project objectives/scope of services and an understanding of the project and project issues.

- iv. Demonstrated ability to work effectively on a complex public project with the participation of multiple stakeholders and broad-based public input, and to bring such projects to successful completion within the constraints of time and budget.
- v. Demonstrated ability to successfully resolve complex regulatory issues and considerations.
- vi. Compliance with Contract Terms and Conditions.
- vii. Capacity to perform the work within required time limits.
- viii. 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 Director and the review committee (if applicable) pursuant to the review process described above.
- b. Any other considerations for the award will be stated in 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 Director, 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 Director 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 Director, 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 develop the Comprehensive Plan update, including any amendments to the Talbot County Code at the overall direction and control of the Talbot County Planning Director, as further stated in the Bid Documents.

## **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. 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.

## **11. 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.

## **12. 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 shall 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 ten (10) 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.

### **13. PRICING**

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

### **14. 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.

### **15. METHOD OF AWARD**

The County Council of Talbot County, Maryland intends, but is not limited to, award of the Contract to the lowest responsive and 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.

### **16. METHOD OF PAYMENT**

- a. Payments to the Consultant shall be made in the manner identified by the bidder on the Bid Form included in this package. 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 services supplied and work done by authorization of the Talbot County Planning Director 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 Director.
- 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.

## **17. 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.

## **18. GENERAL SPECIFICATIONS**

- a. The professional services and all other work to be done under the Contract include, but are 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 Director.
- 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 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 Director at the project orientation meeting.
- 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 Comprehensive Plan.
- 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.

## **19. SUBCONTRACTORS**

Bidders shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the



successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval of such Consultant by the County. Any such replacement shall be at no expense to the County, nor shall it result in an extension of time without County approval.

## **20. DEBARMENT**

By submitting a proposal, the bidder is certifying that the bidder is not currently debarred by the County, or by the State or Federal Government.

## **21. PROJECT SITE**

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

## **22. CONTRACT DOCUMENTS**

The Contract Documents consist of these Conditions, the Invitation to Bid, the Professional Services Agreement, and any and all subsequent addenda or additions thereto.

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Talbot County, Maryland a political subdivision of the State of Maryland (“**County**”), and \_\_\_\_\_ (“**Consultant**”), a \_\_\_\_\_.

### RECITALS

**WHEREAS**, the County intends to have professional planning services performed by the Consultant for the development of an update to the Talbot County Comprehensive Plan pursuant to the County's Invitation for Bid and General Conditions dated \_\_\_\_\_, 2024 (“**RFP**”), and the Consultant’s Proposal dated \_\_\_\_\_, 2024 (“**Proposal**”) both of which are 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 the Project 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 not merely prefatory but are a substantive part of this Agreement.

#### 2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall perform all of the services as more completely set forth in the RFP and the Proposal (“**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 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 RFP and the Proposal, the RFP shall control. In case of a conflict between the provisions of the RFP and this Agreement, this Agreement shall control.

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 County Council of Talbot County or other designated County officials, 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 on 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 effectuated unless the terminating party gives the other party (1) not less than ten (10) calendar days' 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, whichever 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) Workers' Compensation: i. Workers' 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 Workers' Compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under Maryland Workers' 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 Workers' 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 off 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 an electronic (e-mail, facsimile, or similar means) confirmation 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 consents 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 timeframe defined by the laws of the State of Maryland 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 the timeframe defined by the laws of the State of Maryland for PIA requests. 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 attorneys' 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, whether to a State agency or a court of competent jurisdiction in the state of Maryland. The Consultant shall defend, indemnify, and hold harmless the County, and agrees to pay all costs connected therewith (such as reasonable attorneys' 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 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 applicable laws or regulations, 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, regarding 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. Any disputes arising out of this Agreement shall be litigated in the Courts of Talbot County, Maryland.

## 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, or by facsimile 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:

Brennan Tarleton, Planning Director  
Talbot County Department of Planning & Zoning  
215 Bay St., Suite #2,  
Easton, MD 21601  
Fax: 410-770-8043

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 transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (8:00 a.m. to 4:30 p.m. Eastern Standard Time). In the event facsimile 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]