

TOWN OF BLADENSBURG

REQUEST FOR PROPOSALS
ON-CALL CIVIL AND SITE ENGINEERING
SERVICES



Issued by:

TOWN OF BLADENSBURG
4229 Edmonston Road
Bladensburg, Maryland 20710

Tel: 301-927-7048

RFP 001 - 2025

Issue Date: May 20, 2024
Proposal Due Date: June 28, 2024, at 3:00 p.m.

Advertisement

TOWN OF BLADENSBURG REQUEST FOR PROPOSALS – ON-CALL CIVIL ENGINEERING SERVICES

The Town of Bladensburg is seeking proposals from qualified consultants to provide on-call civil and site engineering services. The selected consultant will provide services as requested by the Town for a period of three years, with the possibility of two one-year extensions at the Town's discretion. The services will be performed on a task-by-task basis, with each task defined by a scope of work and a not-to-exceed cost based on the consultant's hourly and unit rates.

Services Required

The engineering services required by the Town include standard municipal projects such as:

- Roadway Engineering
- Sidewalk Engineering
- Storm Drainage Systems
- Stormwater Management
- Lighting Engineering
- Surveying
- Other Civil Projects: This includes new facilities development and construction and other municipal civil engineering tasks as needed.
- The on-call contractor will function as the Town's Engineer on an as-needed basis.

Electronic copies of the bid proposal must be submitted on the specified forms, in full compliance with the requirements specified in the Bid Documents, titled **On-Call Civil and Site Engineering Services, and emailed no later than June 28, 2024, at 3:00 p.m. EST.**

The RFP Documents may be copied from the Town's website at <https://bladensburgmd.gov>. Requests for printed copies should be directed to the Town of Bladensburg, 4229 Edmonston Road, Bladensburg, Maryland 20710, Monday through Friday, 8:00 a.m. to 5:00 p.m. (telephone 301-927-7048).

The Town of Bladensburg is an Equal Opportunity Employer. Unlawful discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation, or other unlawful basis is expressly prohibited.

The Town reserves the right to reject any and all bids based on the best interest of the Town. The Project Manager for this contract is Michelle Bailey Hedgepeth, Town Administrator, telephone 301-927-7048; e-mail: admin@bladensburgmd.gov

TOWN OF BLADENSBURG REQUEST FOR PROPOSALS – ON-CALL CIVIL AND SITE ENGINEERING – RFP 001- 2025

SECTION 1: SCOPE OF WORK

The Town of Bladensburg is seeking proposals from qualified consultants to provide on-call civil and site engineering services. The selected consultant will provide services as requested by the Town for a period of three years, with the possibility of two one-year extensions at the Town's discretion. The services will be performed on a task-by-task basis, with each task defined by a scope of work and a not-to-exceed cost based on the consultant's hourly and unit rates.

Services Required

The engineering services required by the Town include standard municipal projects such as:

- Roadway Engineering
- Sidewalk Engineering
- Storm Drainage Systems
- Stormwater Management
- Lighting Engineering
- Surveying
- Other Civil Projects: This includes new facilities development and construction, as well as other municipal civil engineering tasks as needed.
- The on-call contractor will function as the Town's Engineer as needed.

Qualifications

Prospective firms must have:

- Experience in developing plans and scopes of work for grant-related projects, including Community Development Block Grants (CDBG) and State Funding opportunities specific to municipalities in Maryland.
- Personnel who are licensed Civil Engineers in the State of Maryland.
- Proven expertise in the required service areas, including roadway and sidewalk engineering, storm drainage systems, stormwater management, lighting engineering, and surveying.

SECTION 2: RFP AND BID SUBMITTAL PROCESS

2.1 RFP Issuance

Upon issuance, the RFP will be posted to the Town's website at <https://bladensburgmd.gov> and other RFP distribution websites. The Town may notify certain potential bidders of the issuance of the on-call civil and site engineering services RFP. This notification does not in any way indicate the prequalification of said bidders. No pre-bid meeting is scheduled. Potential bidders with questions about the RFP or its process may contact Michelle Bailey Hedgpeth, Project Manager; contact information is 301-927-7048; e-mail: admin@bladensburgmd.gov.

2.2 RFP Addenda (if any)

In the event that the Town must amend the RFP, either in response to submitted bidder questions (see section 3.1 above) or to clarify provisions in the RFP, any addenda issued will be posted on the Town's website. It is the bidder's responsibility to check whether any addenda have been issued and to comply with any provisions or changes contained in the addenda. Bidder will be asked to acknowledge receipt of any addenda on their bid submittal form.

2.3 Bid Submittal Requirements

Bidders may bid only on the entire contract. In order to be considered complete, all bid submittals must include the specified number of copies of the various forms in the Bid Documents, listed as follows:

All Submissions should be sent electronically to the Town to admin@bladensburgmd.gov and clerk@bladensburgmd.gov

The submittal shall include the specified documents, organized in the following manner to facilitate review:

- a. Bid Proposal Form and supplemental documents
Each bidder shall provide unit and hourly pricing for specific tasks and personnel. Hourly rates is one aspect of this. A unit price should be bid for tasks that your company provides by unit pricing. (example: Rates by Category are acceptable)
- b. Information Regarding the Bidder
NOTE: The information requested on this form may be submitted in a separate document as long as it is provided and numbered according to the form.
- c. Affidavits

SECTION 3: BID EVALUATION

3.1 Evaluation Criteria

The Town will evaluate the RFP responses received from each bidder. Prior to the selection of the apparent successful bidder, bidders shall be available to meet with the Town to discuss their responses to the RFP, inclusion of required criteria, and other items deemed appropriate by the Town. If an award is made as a result of this RFP, it shall be awarded to the bidder whose proposal is most advantageous to the Town. In determining which proposal is best, the Town will take into consideration the bid price and the experience, qualifications, references, responsibility, and currently available facilities of the Bidder to perform the work.

a. Responsiveness.

The successful bidder must demonstrate the ability to respond to the town's needs and be receptive to its requests. Attention will be given to firms that demonstrate this with a concise, informative response to this request.

b. Qualifications of the Bidder

The successful bidder must demonstrate the skill and resources required to provide the engineering services. Attention will be given to the staff members assigned to this project and the manner in which they will be supervised. Must have licensed PE as project manager.

c. Relevant Experience

The successful bidder must demonstrate a proven record of capability based on past and current performance relevant to this project. Firms are asked to provide references and examples from similar municipal projects, highlighting experience with on-call contracts and successful completion of engineering tasks and surveying work.

3.2 Right to Cancel

The Town reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process, and/or the program outlined within it at any time, and notice shall be given in a timely manner thereafter. The Town reserves the right to reject any or all proposals and to exercise its sole discretion to best serve the interests of the Town.

3.3 Other Provisions

- a. Responses to this RFP will become the property of the Town, and will form the basis of negotiations of an agreement between the Town and the apparent selected bidder.
- b. The Town is not liable and will not be responsible for any costs incurred by any bidder(s) for the preparation and delivery of the RFP responses, nor will the Town be liable for any costs incurred prior to the execution of an agreement, including, but not limited to, presentations by RFP finalists to the Town.
- c. The Town reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
- d. The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the bidder can offer.
- e. Bidder may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Project Manager. The bidder may submit another proposal at any time up to the RFP closing date and time. Bidders will be held to the terms of the bid for 90 days.
- f. As a result of the selection of a bidder to supply products and/or services, the Town is neither endorsing nor suggesting that the bidder's product or services are the best or only solution. The bidder agrees to make no reference to the Town in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the Town.

- g. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored.
- h. A bid bond is not required.
- i. A performance bond is not required.
- j. A payment bond is not required.
- k. Throughout this RFP, associated documents, and sample consultant agreement, the title “bidder,” “bidder,” and/or “consultant” may be used interchangeably. Each of these terms refers to the individual or firm submitting a bid proposal to the Town of Bladensburg in response to this RFP.
- l. The Town’s payment terms are net 30 days. It is anticipated that progress payments under the contract will be made based on measurable milestones.

3.4 Contract Award

Following a staff recommendation, the Mayor and Council of the Town of Bladensburg will make a contract award at the earliest possible date after the date set for receipt of proposals. It is anticipated that the contract will be awarded on a lump sum basis, in the best interest of the Town.

The successful bidder shall be required to execute a contract in a form satisfactory to the Town, in substantially the same form as attached hereto, within 10 days of the award of the contract. The Town reserves the right to cancel the award of the contract at any time prior to execution of the contract without liability on the part of the Town.

If the successful bidder shall fail to execute the contract as required, the award may be annulled and the contract awarded to the second lowest responsible bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made, or the Town may reject all of the bids, as its interest may require.

TO BE SUBMITTED WITH BID

**TOWN OF BLADENSBURG
ON-CALL CIVIL AND SITE ENGINEERING SERVICES
Bid Proposal Form**

TOWN OF BLADENSBURG
4229 Edmonston Road
Bladensburg, MD 20710

BID DUE: June 28, 2024
TIME: 3:00 p.m. EST

(Name of Bidder)

hereby submits the following proposal for ON-CALL CIVIL ENGINEERING SERVICES. Having carefully examined the Request for Proposals, related documentation, the proposed Consultant Agreement and **Addenda Numbered** _____ (indicate numbers or N/A if none issued), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required by the documents for the entire work, all in strict accordance with the contract documents.

Provide unit and hourly pricing for specific tasks and personnel.

SPECIAL TERMS AND CONDITIONS

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. In addition to completing this Bid Proposal Form with bid price, Bidder should provide an estimate of budget and resources required.
- C. It is understood that the proposal price will be firm for a period of 90 calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.

Name of Bidder

Signature

Date

Name and Title of Individual Authorized to Bind Bidder

TO BE SUBMITTED WITH PROPOSAL

Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the Proposal; that no officer of the said Corporation has nor has any person, firm or corporation acting on its behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Proposal being submitted herewith; and that the said Corporation has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Proposal Price of the Proposer herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the Proposal is submitted; that in making this Affidavit, the affiant represents that she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of her knowledge and information.

To be signed by a duly authorized Officer.

_____(SEAL)
Name

Title _____

Date: _____

TO BE SUBMITTED WITH PROPOSAL

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of _____ (Name of Business Entity) whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information, and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the Town, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved, and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the Town of Bladensburg under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town of Bladensburg may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the Town.

I further affirm that the business entity is properly registered to do business in the State of Maryland, or is not required to be registered.

I do solemnly declare and affirm under the penalties of perjury that the contents of the affidavit are true and correct.

Date

Signature

Printed Name

TO BE SUBMITTED WITH BID

**TOWN OF BLADENSBURG
ON-CALL CIVIL AND SITE ENGINEERING SERVICES
Information Regarding the Bidder**

NOTE: The information requested on this form may be submitted in a separate document as long as all requested information is provided and numbered according to this form.

1. Name of Bidder: _____
(Individual/Firm/Corporation)
Business Address: _____

Telephone Number: (____) _____
E-mail address: _____

2. Is the business incorporated? _____ Yes _____ No

Non-Corporation Business

3. If response to item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Corporate Business Entities - Please answer items 4 and 5

4. List the names of all officers of the corporation, their business and residence addresses and the date on which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Residence and Business Address</u>	<u>Date Office Assumed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the names of all members of the current Board of Directors, and their business and residence addresses.

<u>Name</u>	<u>Business Address</u>	<u>Residence Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Please provide the following information concerning work that you have done within the last 5 years which is similar to the Bid work.

FOR WHOM PERFORMED	CONTRACT AMOUNT	DATE COMPLETED	CONTACT'S NAME/ TELEPHONE NUMBER
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

7. Bidders will answer the following questions: (The word "you" refers to any individual, partnership, partner and/or corporation and its officers.)

a. Have you ever failed to complete any work awarded to you? _____

If yes, state where and why: _____

b. Have you ever been affiliated with some other organization that failed to complete a contract? _____

If yes, state name of individual and reason therefor. _____

c. With what other businesses are you affiliated? _____

d. Please list all persons who will supervise the work under the Contract? _____

e. Identify all personnel who will be employed to prosecute the work described in the Contract Documents and list their hourly rate(s). _____

f. Please provide at least 3 references, including any Maryland governmental units or agencies for which you have worked on a similar project. Include the name and telephone number of your contact with each. _____

g. Identify all unsuccessful bidders, materialmen, and suppliers that you intend to use in performing the work under the Contract, and specify the work each is expected to perform.

Dated this _____ day of _____, 2024.

Name of Bidder

By: _____

Printed Name: _____

Title: _____

DRAFT ENGINEERING CONSULTANT AGREEMENT

THIS ENGINEERING CONSULTANT’S AGREEMENT (the “Agreement”) is

effective this _____ day of _____, 2024, by and between the TOWN OF BLADENSBURG (the “Town”), a municipal corporation of the State of Maryland, whose address is 4229 Edmonston Road, Bladensburg, Maryland 20710 and _____ a Maryland corporation hereinafter referred to as “Consultant,” whose address is _____ each individually a party and, collectively, the parties.

WHEREAS, Consultant desires to provide ty engineering services on an as requested basis; and

WHEREAS, the Town desires that Consultant provide such services; and

NOW, THEREFORE, in consideration of the forgoing, the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The Town hereby engages Consultant, as an independent professional contractor and not as an agent or employee of the Town, to provide engineering consulting services as requested by the Town and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in accordance with the

standards in the industry. Consultant services included as part of this Agreement will include, upon request of the Town, provision of services with respect to civil and site engineering. All services shall be described in a per task scope of work approved by the Town describing the services and a not-to-exceed cost, therefore, based on hourly rates stated in this Agreement.

3. **Term.** The term of this Agreement is one year from the effective date, with two additional, consecutive option years if approved by the Town. All work shall be performed at the request of the Town. It is understood by the parties hereto that time is of the essence in the completion of the approved services under this Agreement.

4. **Contract Price.** The Town agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of specific tasks approved by the Town, based on the hourly rates contained in the Consultant's proposal, as is more particularly shown in attached Exhibit A, which is incorporated herein by reference. Any increase in price after the first year of the term shall be negotiated by the parties.

The not-to-exceed contract price for each project or task shall be included in a town-approved per-task scope of work. The parties recognize that a specific project may require the Consultant to retain subcontractors. Fees for subcontractors must be pre-approved by the Town.

All out-of-pocket expenses by the Consultant, such as postage, reproduction, diagrams, photographs, blueprinting, courier service, etc., are included in the hourly billable rate. The Town shall pay the Consultant for approved tasks on a project or monthly basis, subject to receipt and approval of an invoice by the Town's Treasurer. All services related to this Agreement will be

provided by the Consultant on an as-requested basis as directed by the Town in writing. Such services shall be billed to the Town at hourly rates referenced herein.

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the Agreement and are termed the Contract Documents:

- RFP for On-Call Engineering Consultant Services
- Exhibit A – Consultant’s proposal
- Required affidavits and certifications
- Approved task scope of work and not to exceed cost
- Certificate(s) of Insurance and additional insured endorsement

6. **Other Payments; Expenses; Taxes.** The Town will not be responsible for any cost or expenses of operation of any kind associated with Consultant’s provision of services pursuant to this Agreement, except as set out herein. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of obligations under this Agreement except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an independent contractor of the Town, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses

whatsoever. In the event that Consultant is deemed not to be an independent contractor by any local, state, or federal governmental agency, Consultant agrees to indemnify and hold harmless the Town for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.

7. Insurance. Consultant will purchase and maintain during the entire term of this Agreement, general liability insurance, professional errors and omissions insurance, automobile, and workers' compensation insurance, if applicable, with limits of not less than those set forth below. On each policy, with the exception of the errors and omissions and Worker's Compensation, the Consultant will name the Town of Bladensburg as an additional insured and will provide an additional insured endorsement for all coverages except workers' compensation and professional errors and omissions.

A. Comprehensive General Liability Insurance

- (1) Personal injury liability insurance with a limit of \$2,000,000 each occurrence/aggregate;
- (2) Property damage liability insurance with limits of \$500,000.00 each occurrence/aggregate.

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage. Automobile insurance for personal injury and property damage \$1,000,000 each occurrence/ aggregate

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance, if applicable. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

D. Professional errors and omissions. \$2,000,000 each occurrence/ aggregate.

Consultant covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Consultant on behalf of the Town under this Agreement. The Town shall be provided

with thirty days prior notice of changes that would reduce the coverage available. Copies of certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Town prior to beginning work.

Provision of any insurance required herein does not relieve Consultant of any of the responsibilities or obligations assumed by the Consultant in the contract awarded, or for which the Consultant may be liable by law or otherwise. The provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

8. Indemnification. The Consultant shall indemnify and save harmless the Town, its officers, employees, and agents, from all suits, actions and damages or costs of every kind and description, including attorneys' fees, arising directly or indirectly out of the performance of the Agreement, whether caused by the negligent or intentional act or omission on the part of the Consultant, its agents, servants, employees and subcontractors.

9. Permits, Licenses, Applicable Laws. Consultant will be responsible for obtaining any and all licenses pertaining to the performance of work under the Agreement. All services and materials provided by Consultant shall conform to all applicable laws and regulations. Requirements for obtaining permits shall be determined in each task order.

10. Materials and Standard of Work. All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry.

11. **Subcontracting.** The Consultant may not subcontract any work approved under this Agreement without the consent of the Town. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, telephone numbers, and a description of the work to be done. The Consultant is not relieved of primary responsibility for the full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the Town and the subcontractors.

12. **Accurate Information.** The Consultant certifies that all information provided in response to requests for information is true and correct. Any false or misleading information is grounds for the Town to terminate this Agreement.

13. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

14. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the Town. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

15. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the Town, and further recognizes that in such event monetary damages may be available to the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the Town's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting

and fully enforcing the Town's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

16. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the Town may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the Town may terminate this Agreement. This provision shall not limit the Town in exercising any other rights or remedies it may have.

17. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the Town determines that such termination is in its best interest. The Town will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

18. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

To the Town:

Michelle Bailey Hedgepeth, Town Administrator
Town of Bladensburg
4229 Edmonston Road

Bladensburg, MD 20710
mbaileyhedgepeth@bladensburgmd.gov

To the Consultant:

19. Attorneys' Fees and Costs.

The prevailing party, as determined by a court of competent jurisdiction, shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this Agreement or for damages hereunder.

20. Enforcement Provisions. The failure of the Town or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

21. Governing Law. This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

22. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. Materials.

· A. Materials produced under or by reason of this Agreement shall be considered Official Products of Work owned by the Town of Bladensburg.

· B. Materials independently developed and owned by the Consultant or by other authors and third parties, and which may be used by Consultant in the fulfillment of this Agreement, remain the property of their authors or owners. Subsequent use of such materials by the Town shall require written permission of the Consultant or other author(s) thereof.

C. Information contained in records that may be given to the Consultant for review remain the property of the Town and may not be duplicated or distributed or otherwise published without its express consent. Material provided to the Consultant for review shall be returned to the Town upon completion of the task.

D. The Consultant understands that information and records provided to or made available about participants and clients or services during the performance of this Agreement are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Consultant agrees that it, and any of its employees and sub-contractors, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the Town. Any copies of such records made during performance of this Agreement shall be returned to the Town upon the expiration of the Agreement.

24. **Counterparts**. The parties may execute this Agreement in counterparts, which each such document shall, in the aggregate and when signed by both parties, constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as

against any party who has signed it. This Agreement shall not be valid or enforceable unless and until duly executed by a duly authorized officer of each party.

25. **Interpretation.** Any questions concerning conditions and specifications shall be directed to the Project Manager in writing. No interpretation shall be considered binding unless provided in writing to Contractor by the Project Manager. By execution of this Agreement, the Contractor certifies that it understands the terms and specifications as set forth in the Contract Documents.

26. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, the Contractor shall not assign any right or obligation under this Agreement without the Town's express written consent, which may be withheld in the Town's sole discretion.

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

ATTEST:

TOWN OF BLADENSBURG

By:

Takisha D. James, Mayor

WITNESS:

CONSULTANT

By:

Name:

Title:

APPROVED AS TO LEGAL SUFFICIENCY:

Suellen M. Ferguson
Town Attorney