

MASTER AGREEMENT

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance



Document ID: 00003897 Fiscal Year: 2019
Version: 2 Modification
Buyer: Kathy Madary *KM*
Buyer Phone: 410-887-3888
Effective Date: 06/04/18 Expiration Date: 06/03/20
Date Printed: June 03, 2019

Vendor: VC008483
PHOENIX CONTRACTING SVCS INC

6540 HOLABIRD AVE

BALTIMORE, MD 21224

Document Description: Roofing Services, On-Call, Term Contract

Contract Approved Date: 6/4/18

Not to Exceed: \$1,417,600.69 Current Renewal Period: 1

Reason for Modification:

Modified Master Agreement to exercise the first of four one-year renewal options from 06/04/2019 to 06/03/2020. Vendor must maintain the insurance coverages required under the terms and conditions while this contract is in effect, including all renewal terms. All prices, terms, and conditions remain the same.

Extended Description:

RFB #B-1211, opened 12/06/2017. Incorporating the Baltimore County Solicitation #B-1211 dated 12/06/2017, as amended by Amendment 1, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable.

This Request for Bids resulted in two Tier 2 awards and the County may award to either contractor as per bid specifications. This contract is a Tier 2 contract. Tier 2 tasks are \$25,000 and higher, with a 20% MBE subcontracting requirement. The total compensation for both contractors together may not exceed \$2,835,201.39 for the entire term of the contract, including all renewals and/or extensions. In the event of non-renewal, cancellation, or other default by the other contractor, the compensation paid to this Contractor may not exceed \$2,835,201.39 for the entire term of the contract, including all renewals and/or extensions. For administrative purposes, the Not to Exceed amount for each contractor will be one-half the maximum compensation allowed for the entire term, including all renewals and/or extensions. Adjustments may be made if needed. Work site locations should be noted on the Delivery Orders.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

PURCHASING

MASTER AGREEMENT		Document ID: 00003897		Version: 2	
		Vendor: VC008483			
Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
1	91066	hour	\$42.0000	0.0000	\$0.00
Labor, low-slope roofer, foreman, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
2	91066	hour	\$35.0000	0.0000	\$0.00
Labor, low-slope roofer, skilled mechanic, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
3	91066	hour	\$35.0000	0.0000	\$0.00
Labor, low-slope roofer, unskilled laborer, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
4	91066	hour	\$42.0000	0.0000	\$0.00
Labor, low-slope roofer, foreman, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays, as per specifications					
5	91066	hour	\$35.0000	0.0000	\$0.00
Labor, low-slope roofer, skilled mechanic, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays as per specifications					
6	91066	hour	\$35.0000	0.0000	\$0.00
Labor, low-slope roofer, unskilled laborer, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays as per specifications					
Labor, low-slope roofer, unskilled laborer, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays as per specifications					
7	91066	hour	\$42.0000	0.0000	\$0.00
Labor, steep-slope roofer, foreman, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
8	91066	hour	\$35.0000	0.0000	\$0.00
Labor, steep-slope roofer, skilled mechanic, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
9	91066	hour	\$35.0000	0.0000	\$0.00
Labor, steep-slope roofer, unskilled laborer, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
10	91066	hour	\$42.0000	0.0000	\$0.00
Labor, steep-slope roofer, foreman, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays, as per specifications					
11	91066	hour	\$35.0000	0.0000	\$0.00
Labor, steep-slope roofer, skilled mechanic, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays, as per specifications					
12	91066	hour	\$35.0000	0.0000	\$0.00
Labor, steep-slope roofer, unskilled laborer, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays, as per specifications					
13	91066	hour	\$40.0000	0.0000	\$0.00
Labor, mechanic, sheet metal, skilled, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
14	91066	hour	\$40.0000	0.0000	\$0.00
Labor, sheet metal, unskilled laborer, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications					
15	91066	hour	\$35.0000	0.0000	\$0.00
Labor, mechanic, sheet metal, skilled, overtime, 5:00 PM - 8:00 AM, M-F, weekends, & holidays, as per specifications					

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Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
16	91066	HOUR	\$35.0000	0.0000	\$0.00
Labor, sheet metal, unskilled laborer, overtime, 5:00 PM - 8:00 AM , M-F, weekends, & holidays, as per specifications					
17	91066	EACH	\$1.1000	0.0000	\$0.00
Materials, incorporated in the work, cost X markup					
18	91066	MULT	\$1.0000	0.0000	\$0.00
Sub-contracting services, roofing, as per specifications					
19	91066	MULT	\$1.0000	0.0000	\$0.00
Rentals, equipment, roofing					
Renewal Period No:	1	Renewal Begin Date: 06/04/19		Renewal End Date: 06/03/20	
Renewal Period No:	2	Renewal Begin Date: 06/04/20		Renewal End Date: 06/03/21	
Renewal Period No:	3	Renewal Begin Date: 06/04/21		Renewal End Date: 06/03/22	
Renewal Period No:	4	Renewal Begin Date: 06/04/22		Renewal End Date: 06/03/23	

- 1 Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
 - 2 If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
 - 3 The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
 - 4 The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
 - 5 Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
 - 6 Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
 - 7 County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
 - 8 Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
 - 9 Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the Contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
 - 10 Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
 - 11 Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.
 - 12 Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
 - 13 Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 - 14 Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
 - 15 Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
 - 16 Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and of work to be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
 - 17 Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
 - 18 Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.
- 19 Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
 - 20 Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: *[Signature]*
Director of Budget and Finance
or Director's designee

Baltimore County, Maryland

By: *[Signature]*
County Administrative Office

Reviewed for Legal Sufficiency
(based upon typeset document)

By: _____

Baltimore County Office of Law
(approval does not convey approval or disapproval of substantive nature of the transaction)

ORIGINAL

BALTIMORE COUNTY, MARYLAND
CONTRACT

THIS AGREEMENT made this 4th day of JUNE, 2018 (the "Agreement") is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, (hereinafter "County") and **PHOENIX CONTRACTING SERVICES, INC.** 6540 Holabird Avenue, Baltimore, MD 21224(hereinafter the "Contractor").

WHEREAS, the said Contractor, hereby covenants and agrees to perform all services, in strict and entire conformity with the Attachment A entitled, "Services and/or Scope of Work to be Performed", and any Master Agreement subsequently issued and the Request for Bid, No. B-1211, as amended, and the Contractor's response and any amendments or revisions thereto (collectively, the "Bid").

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor an amount as set forth herein for services and/or scope of work rendered in accordance with this Agreement, the other attachments hereto (Attachment A, Services and/or Scope of work to be Performed, Attachment B, Insurance, and Attachment C, Contract Affidavit) and if applicable, the Bid and the Master Agreement all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the United States Congress, the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.** The Contractor shall be an independent contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services outlined in Attachment A hereto. The Contractor's services and/or scope of work to be performed with due care and in a manner satisfactory to the County and in accordance with all applicable standards.

2. **Compensation.**

2.1 In consideration of the services and/or scope of work to be performed by the Contractor, the County shall pay the Contractor in accordance with the unit prices set forth in the Bid.

2.2 The Contractor shall submit invoices to the County monthly. The Contractor's invoices shall reflect the:

- **Contractor's name**
- **Address**
- **Federal tax identification number**
- **Order number and line number(s) that correspond with resulting orders**
- **Services and/or scope of work performed during the preceding billing period**

Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington

Avenue, Room 148, Towson, Maryland 21204. Under no circumstances will interest, shipping and related delivery costs, late fees, penalties, handling charges, restocking fees, transportation fees or freight be paid, unless mutually agreed upon in writing by the parties. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

2.3 In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of Two Million Eight Hundred Thirty-Five Thousand Two Hundred One Dollars and Thirty-Nine Cent (\$2,835,201.39) during the entire term of this Agreement including renewals thereof. In no event shall the compensation paid to the Contractor under this agreement for the entire term, including any and all renewals and/or extensions, and together with all other contractors also awarded a contract pursuant to the Request for Bid, exceed Two Million Eight Hundred Thirty-Five Thousand Two Hundred One Dollars and Thirty-Nine Cent (\$2,835,201.39).

3. **Term.**

3.1 This Agreement shall be effective when executed by the County. In the event the County Council approves this Agreement, the term of this Agreement shall continue through one year (the "Initial Term"), at which time the County may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to this Agreement.

3.2 The County reserves the right to renew this Agreement for four (4) additional one-year renewals on the same terms and conditions set forth herein. The County will automatically renew this Agreement at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation, and manner of payment set forth in Paragraph 2 shall remain unchanged, including but not limited to, the maximum amount of compensation available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required. The County shall have the option of extending this Agreement at the end of the Initial Term or any renewal term for an additional 120 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Agreement, the Contractor shall continue to submit invoices for services and/or scope of work rendered in the manner prescribed in Paragraph 2 hereof. Any compensation paid during the extension period shall, when added to sums already disbursed hereunder, not exceed the maximum amount set forth in Paragraph 2 of this Agreement. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a corporation duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and

responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that she is duly authorized by the Contractor to execute and seal this Agreement on the Contractor's behalf.

4.4 The services and/or scope of work to be provided under this Agreement shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Agreement may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Agreement that is pertaining to or for goods. The parties understand and agree that the County shall rely upon all express warranties contained in this Agreement, including but not limited to the Bid, and any sample or model presented by the Contractor and expressly accepted by the County.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Agreement, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of the Contractor. Such documentation fairly and accurately represents the financial condition of the Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit, the Bid response, the Contract Affidavit, attached hereto as Attachment C and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

5. Termination for Convenience.

5.1 The County may terminate this Agreement, in whole or in part, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.** The Contractor's evidence of insurance is attached hereto as Attachment B, as required by the County pursuant to the insurance requirements attached to the Bid, in form and amounts

acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the attached insurance requirements set forth in the solicitation and this Agreement, the provisions of this Agreement shall prevail.

7. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Agreement shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Agreement.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Agreement.

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

7.5 **Bankruptcy.** If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

8. **Remedies for Default.**

8.1 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

- a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
- b. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under this Agreement, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

8.2 Upon termination of this Agreement for default, the County may elect to pay the Contractor for services and/or scope of work provided up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder, and the Contractor agrees to remit any sums due and owing to the County within thirty (30) days of receipt of an invoice therefor.

9. **Remedies Cumulative and Concurrent.** No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

10. **Confidential Information.** The Contractor shall not disclose any documentation and information of any kind or nature disclosed to the Contractor in the course of its performance of duties hereunder without the express prior written consent of the County.

11. **Conflict of Interest.** The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Agreement and its engagement or involvement in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Agreement, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

12. **Assignment.**

12.1 Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

12.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.** The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

14. **Indemnification.**

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees which may

be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

14.2 The Contractor shall also defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the Contractor's work under this Agreement.

14.3 Unless notified by the County in writing to the contrary, Contractor shall provide defense for County, its employees, agents and officials in accordance with this Article 14. Contractor shall allow County to participate in said defense of County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

15. **Integration and Modification.** This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Fee Prohibition.** The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Agreement. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

17. **No Partnership.** Nothing contained in this Agreement shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Agreement.

18. **Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland. The parties consent to the jurisdiction of and agree that venue shall be proper in the District or Circuit Court of Baltimore County, Maryland.

19. **Recitals and Conflicting Terms.**

19.1 The Recitals are hereby incorporated into this Agreement. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is also hereby incorporated and made a part of this Agreement, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Agreement that are in addition to or inconsistent with the terms and conditions of the Agreement, shall not be binding on the Contractor and shall not be deemed to modify this Agreement.

19.2 In the event of a conflict between the Bid (including standard specifications) and this

Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

19.3 If a conflict arises between the provisions of this Agreement and any Purchase Order, the provisions of this Agreement shall prevail.

20. **Severability.** If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

21. **Time is of the Essence.** TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

22. **Funding.** The failure of the County to appropriate sufficient funds in any future fiscal year to provide funds for this Agreement shall entitle the County to terminate this Agreement without prior notice to the Contractor.

23. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

24. **Ownership of Work; County Information.**

24.1 All finished or unfinished work or work product, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the County.

24.2 The County is, will be, and shall remain at all times the owner of all of the County's information. The Contractor expressly acknowledges that the County has all right, title, or other ownership interest in the County's information and the Contractor shall not possess or assert any lien or other right against the County's information.

24.3 Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by the County hereunder for incorporation into or delivery through the application(s) described herein shall remain the property of the County, and Contractor shall cease use of, and return to the County all such material upon termination of this Agreement.

25. **Discrimination Prohibited.**

25.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Agreement, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, political affiliation, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national

origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, political affiliation or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

25.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

26. **Reports / Information/Inspections / and Audits.**

26.1 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits. Contractor shall retain all records, information, and documentation of the Contractor related to this Agreement, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Agreement.

26.2 The County may request the Contractor, at the expense of the Contractor, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the County.

26.3 All prime Contractors and MBE/WBE subcontractors are required to report monthly to the County through an online system called PRISM at www.baltimorecountymd.gov/go/mwbe under MWBE directory/Vendor Compliance. If the Contractor cannot submit this report on time, the Contractor must notify the County MBE/WBE office and request additional time to submit the report. Failure of the Contractor to report in a timely manner may result in a finding of noncompliance. The County, in its sole discretion, may require additional reports regarding MBE/WBE. Questions regarding the use of this system can be directed to the MBE/WBE Officer/Liaison at 410-887-3119 or 410-887-3407.

27. **Regional Cooperative Purchasing.** The Contractors must submit semi-annual statistical reports via email in an Excel format prescribed by the County for the periods of January to June and July to December each year. Reports are due, without notice, to the County on August 1 and February 1, respectively, following the end of each six- month period. Failure of the County to remind the Contractor that the reports are due does not relieve the Contractor of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this Agreement by the participating entities and may show other reporting categories mutually agreed upon by the County and Contractor. Failure to submit the reports on time constitute unsatisfactory performance under the terms of the Agreement.

28. **Notice.** Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify

in writing to the other party:

FOR THE COUNTY:
Keith Dorsey, Director
Office of Budget and Finance,
400 Washington Ave., Mezzanine Level, Towson, MD 21204
Phone No. 410-887-3313
Fax No. 410-887-3097

FOR THE CONTRACTOR:
Sofia Xouri, President
6540 Holabird Avenue, Baltimore, MD 21224
Phone No. 410-631-0105
Fax No. 410-631-0107

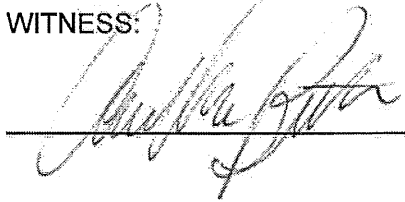
29. **Political Contribution Disclosure Affirmation.** The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, that a person making or having a single contract with a single governmental entity involving cumulative consideration of at least \$200,000 shall file an initial statement, and semi-annual statements as applicable, with the State Board of Election disclosing applicable contributions of \$500 or more, or the lack thereof.

30. **No Waiver, Etc.** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

31. **Survival.** Those sections in this Agreement which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 10 (Confidential Information), 14 (Indemnification), 26 (Reports/Information/and Audits), shall survive the termination of this Agreement.


IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Agreement under seal and further, that the parties have executed this Agreement the day and year first written above.

WITNESS:



PHOENIX CONTRACTING SERVICES, INC.

Federal Identification No. 52-1924282

By:  (SEAL)

Sofia Xouri
President

WITNESS:

BALTIMORE COUNTY, MARYLAND, a body
corporate and politic

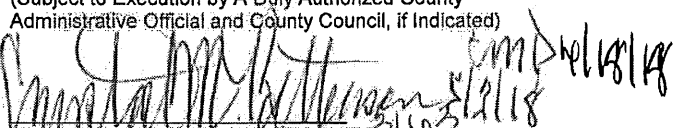


By:


Fred Homan
Administrative Officer


6/6/18
Date

APPROVED FOR FORM AND LEGAL SUFFICIENCY*
(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)


OFFICE OF THE COUNTY ATTORNEY
*Approval of Form and Legal Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval Is Based Upon Typeset Document.
All Modifications Require Re-Approval.


OFFICE OF BUDGET AND FINANCE:

**MASTER AGREEMENT ONLY
ENCUMBRANCES ARE BY DELIVERY ORDER**


Office of Budget and Finance

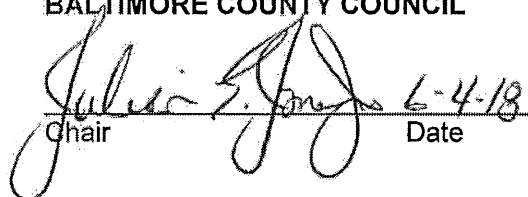
5/1/18
Date UH-12

REVIEWED AND APPROVED:


Keith Dorsey, Director
Office of Budget & Finance

BALTIMORE COUNTY COUNCIL

By:


Chair

6-4-18
Date

ATTACHMENT A

SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED

The Contractor shall furnish all labor, materials, tools, equipment, supervision, and incidentals needed to complete the work to provide roofing services for all low slope and steep slope roofing, including but not limited to built-up asphalt, modified bitumen; EPDM, fiberglass shingle, slate, tile, wood shake, and metal (roofing, flashing, and counter flashing); gutters and downspouts; vents; drains; skylights; insulation, and roof decking of all types, as per specifications.

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE REQUEST FOR BID # B-1211 AND THE BID RESPONSE.

ATTACHMENT B

INSURANCE



PHOECON-01

LSELBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sandy Spring Insurance Corporation 170 Jennifer Road, Suite 200 Annapolis, MD 21401	CONTACT NAME: PHONE (A/C, No, Ext): (410) 897-5800 E-MAIL ADDRESS: info@sandyspringinsurance.com		FAX (A/C, No): (301) 260-3667
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Phoenix Contracting Services 6540 Holabird Ave Baltimore, MD 21224	INSURER A: PENN NATIONAL MUTUAL INSURANCE		
	INSURER B: HARTFORD INSURANCE COMPANY		34690
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		CL90086764	04/19/2018	04/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AU90086764	04/19/2018	04/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UL90086764	04/19/2018	04/19/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	30WECCS6735	12/08/2017	12/08/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

Baltimore County
400 Washington Ave.
Towson, MD 21204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

CL90086764

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
BALTIMORE COUNTY	AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

CL90086764

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
BALTIMORE COUNTY	AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the President and the duly authorized representative of Phoenix Contracting Services, Inc. (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. BID/PROPOSAL AFFIDAVIT AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Procurement Affidavit dated December 6, 2017, and executed by me Sofia Xouri for the purpose of obtaining the contract to which this Affidavit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 4/23/18

By: Sofia Xouri
Name: Sofia Xouri
Title: President
(Authorized Representative and Affiant)