Master Agreement

Baltimore County, Maryland
Office of Budget and Finance

Vendor: VC0000012386
Earn Contractors Inc
26 N Summit Avenue Suite 102
Gaithersburg, MD 20877

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

Contract Approved Date: 12/16/19
Not to Exceed: $1,550,563.04 Current Renewal Period: 0

Reason for Modification:

Extended Description:
RFB #B-1341, opened 5/1/2019. Incorporating the Baltimore County Solicitation #B-1341 dated 5/1/2019, as amended by Amendments 1 & 2, including, but not limited to, the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents, and Insurance, as applicable. This was issued as a BRCPC (Baltimore Regional Cooperative Purchasing Committee) solicitation, with Baltimore County as the lead agency; each participating entity is responsible for its own contract award.

This was a Tiered bid, resulting in three (3) awards: two (2) Tier 1 awards and one (1) Tier 2 award. This contract is a Tier 1 award. All are primary contractors. Tier 1 awards are defined as task assignments up to $10,000 and do not require MBE/WBE participation. See also Master Agreement numbers 4260 and 4262. The maximum compensation for all three (3) contractors together for the entire term of the agreement, including all renewals and/or extensions, may not exceed $4,651,689.14. For administrative purposes, the initial Not to Exceed amount assigned to each contractor will be one-third of the maximum compensation allowed for the entire term, including all renewals and/or extensions. Adjustments to these amounts may be needed but the aggregate cost of assigned work may not exceed the maximum compensation noted.

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.
<table>
<thead>
<tr>
<th>Line No.</th>
<th>Commodity</th>
<th>UoM</th>
<th>Unit Price</th>
<th>Discount % Off Catalog $</th>
<th>Contract Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>91461</td>
<td>HOUR</td>
<td>$28.0000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Labor, skilled painter, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications, Tier 1

| 2       | 91461     | HOUR| $25.0000   | 0.0000                   | $0.00           |

Labor, unskilled painter, regular time, 8:00 a.m. - 5:00 p.m. M-F, as per specifications, Tier 1

| 3       | 91461     | HOUR| $38.0000   | 0.0000                   | $0.00           |

Labor, skilled painter, overtime, weekends, & holidays, as per specifications, Tier 1

| 4       | 91461     | HOUR| $37.0000   | 0.0000                   | $0.00           |

Labor, unskilled painter, overtime, weekends, & holidays, as per specifications, Tier 1

| 5       | 91461     | EA   | $1.0900    | 0.0000                   | $0.00           |

Materials, incorporated in the work, cost X unit price multiplier, as per specifications, Tier 1

| 6       | 91461     | EACH | $1.0900    | 0.0000                   | $0.00           |

Lift equipment & scaffolding, rental cost X unit price multiplier, as per specifications

Renewal Period No: 1  
Renewal Begin Date: 12/16/20  
Renewal End Date: 12/15/21

Renewal Period No: 2  
Renewal Begin Date: 12/16/21  
Renewal End Date: 12/15/22

Renewal Period No: 3  
Renewal Begin Date: 12/16/22  
Renewal End Date: 12/15/23

Renewal Period No: 4  
Renewal Begin Date: 12/16/23  
Renewal End Date: 12/15/24
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 21204-4685. 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, costs, 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 hereunder 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 hereunder, 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: All products 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 21204-4685. 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 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 proceeding, whether specific performance or any other legal or equitable remedy, in the event of any breach of this agreement, or if damages or other relief are ordered by a court of competent jurisdiction.

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 be responsible for acts of gross negligence or willful misconduct committed by the County.

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 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 in any suit or from any other proceeding in which the County is a party to any suit or proceeding. The contractor shall defend, at the expense of the contractor, any suit or proceeding or any claim, demand, or cause of action against, the contractor for the benefit of the County, and the contractor shall cooperate with the County in all respects in connection thereof. All filing, 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:

Baltimore County, Maryland

By:
County Administrative Officer

Director of Budget and Finance or Director's designee

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