MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

Document ID: 00004262
Fiscal Year: 2022
Version: 3
Modification
Buyer: Gabrielle Johnson
Buyer Phone: 410-887-3272
Effective Date: 12/16/19
Expiration Date: 12/15/22
Date Printed: December 15, 2021

Vendor: VC000014004
Total Contracting Inc
4700 Walden Lane Suite D
Lanham, MD 20706

Document Description: Painting Services, On-Call, Term Contract
Contract Approved Date: 12/16/19
Not to Exceed: $1,550,563.04
Current Renewal Period: 2

Reason for Modification:
Modified Master Agreement to exercise the second of four one year renewal options from 12/16/2021 to 12/15/2022. 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-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 2 award. All are primary contractors. A Tier 2 award is defined as task assignments of $10,001 and up; task assignments of $25,000 and up require 25% MBE/WBE participation per task. See also Master Agreement numbers 4260 and 4261. 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>91461</td>
<td>HOUR</td>
<td>$32.0000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Labor, skilled painter, regular time, 8:00 AM - 5:00 PM, M-F, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>91461</td>
<td>HOUR</td>
<td>$23.0000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Labor, unskilled painter, regular time, 8:00 a.m. - 5:00 p.m. M-F, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>91461</td>
<td>HOUR</td>
<td>$32.0000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Labor, skilled painter, overtime, weekends, &amp; holidays, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>91461</td>
<td>HOUR</td>
<td>$23.0000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Labor, unskilled painter, overtime, weekends, &amp; holidays, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>91461</td>
<td>EA</td>
<td>$1.1000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Materials, incorporated in the work, cost X unit price multiplier, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>91461</td>
<td>EACH</td>
<td>$1.1000</td>
<td>0.0000</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Lift equipment &amp; scaffolding, rental cost X unit price multiplier, as per specifications, Tier 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 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 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 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. 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.

15. For the County, to the extent 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 Budget and Finance or his designee as allowed for in the County Code.

16. By: James H. Stevenson
Director of Budget and Finance or Director's designee

Reviewed and Approved: Baltimore County, Maryland
By: 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)