

ORIGINAL

BALTIMORE COUNTY, MARYLAND
CAPITAL IMPROVEMENT CONTRACT

THIS AGREEMENT made this 22nd day of JUNE, 2018, (the "Agreement") is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, (hereinafter "County") and **THOMPSON ELECTRIC, INC.** 1060 Hardees Drive, Unit E, Aberdeen, MD 21001 (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-1223, 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 Seven Million One Hundred Thirteen Thousand One Hundred Fifteen Dollars and Eighty-Two Cents (\$7,113,115.82) during the entire term of this Agreement including renewals thereof.

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 Delaware 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 he 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, including but not limited to, time frames specified or the completion schedule which is described in **Attachment A**.

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.

19.4 In the event of a conflict between this Agreement, the Baltimore County Department of Public Works "Standard Specifications For Construction And Materials," the Baltimore County Department of Public Works February 2000 "Standard Details For Construction," and the supplemental specifications known as Addendum 3 and General Conditions Building Projects, as applicable and as further described in Section 32 of this Agreement, the parties hereby agree that this Agreement shall control.

19.5 In the event of a conflict between the Baltimore County Department of Public Works February 2000 "Standard Specifications For Construction And Materials" and the Baltimore County Department of Public Works "Standard Details For Construction" and the supplemental specifications known as Addendum 3 and General Conditions Building Projects, as applicable and as further described in Section 32 of this Agreement, then the parties agree the supplemental specifications known as Addendum 3 and General Conditions Building Projects, as applicable, shall control.

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:
Steve Walsh, Director
111 W. Chesapeake Avenue, Towson, MD 21204
Phone No. 410-887-3306
Fax No. 410-887-3406

FOR THE CONTRACTOR:
James O'Doherty, President
1060 Hardees Drive, Unit E, Aberdeen, MD 21001
Phone No. 410-272-3535
Fax No. 410-272-5517
Email: thompstonelectric@comcast.net

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).

32. **Applicable Laws, Codes, Ordinances, and Regulations.**

32.1 The services and/or scope of work under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, codes, ordinances, regulations, and executive orders and in strict compliance with (i) the Bid, (ii) the Baltimore County Department of Public Works February

2000 "Standard Specifications for Construction and Materials" and "Standard Details for Construction" (iii) and any and all revisions thereto as of the date of advertisement, including but not limited to the supplemental specification known as Addendum 3 and General Conditions Building Projects, as applicable, and all of which (i-iii) are made a part hereof and incorporated herein (collectively, the "Specifications"). The Contractor understands and agrees it is the Contractor's responsibility and obligation to obtain a copy of the Specifications and agrees the Specifications are incorporated into this Agreement. Copies of the revisions known as Addendum 3 and General Conditions Building Projects are on file and available at the Division of Construction Contracts Administration, County Office Building, 111 West Chesapeake Avenue, Towson, Maryland, and are on the County's website at

<http://www.baltimorecountymd.gov/Agencies/publicworks/standardsandspecs/specsanddetails.html>.

32.2 For any and all capital improvement contracts and/or projects administered and overseen by the County Office of Budget and Finance, the parties hereby agree that the "Engineer" as defined in the Baltimore County Department of Public Works February 2000 "Standard Specifications for Construction and Materials" shall include the Property Management Division of the County Office of Budget and Finance and its staff, employees and agents.

33. **Liquidated Damages.**

There are no liquidated damages for this Agreement and THE CONTRACTOR UNDERSTANDS AND AGREES THE CONTRACTOR IS RESPONSIBLE FOR ALL ACTUAL DAMAGES INCURRED AND/OR ASSERTED AGAINST THE COUNTY IN CONNECTION WITH THIS AGREEMENT AND THE SCOPE OF WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR.

34. The Contractor shall review government issued identification and badge all employees of the Contractor and its subcontractors. The Contractor shall also review all federal forms, including but not limited to I-9's, for compliance as well as copies of all employment eligibility and identity documentation maintained to the extent required by law.

35. The payment and performance bonds, given by the Contractor in a sum equal to the total contract price of the services and/or scope of work rendered in compliance with the terms and provisions of this Agreement, are hereby attached and incorporated herein.

36. **Cooperation between Contractors.** The Contractor Agrees that it will cooperate with other contractors on adjoining, related, or overlapping work and shall adhere to the timeliness stated in the Agreement and any Contract Attachments hereunder.

37. **Legal Updates.** The Contractor shall provide any legislative updates, modifications, or changes, as required pursuant to federal or state law or mandates, or a law passed at a local level, at no cost, on an on-going basis, to the County. This includes updates and modifications to templates, forms and other reporting documents required by government entities receiving data generated by the County for submittals required by these government entities.

38. **Advertising and Public Disclosure.** Neither party shall issue any press release which mentions the other Party or the transactions contemplated by this Agreement without the prior consent of the other Party, which consent shall not be unreasonable withheld. Any oral or written materials related to services

performed under this Agreement shall include only services that have been accepted by the County. Each party shall notify the other in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the County, including without limitation the County Executive, the Director of Information Technology, the County Council or the County Auditor.

39. **Marketing Support.** Contractor may not use County's name or seal without County's written consent.

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:

Kathleen L. Miller

THOMPSON ELECTRIC, INC.

Federal Identification No 52-1448980

By: James O'Doherty (SEAL)
James O'Doherty
President

WITNESS:

BALTIMORE COUNTY, MARYLAND, a body corporate and politic

Margaret M. Saunders By:

Fred Homan Date
Administrative Officer

APPROVED FOR FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

Michael W. Batterson 5/14/18 cmp
OFFICE OF THE COUNTY ATTORNEY 3/23/18

*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**

John Nichols 6/6/18
Office of Budget and Finance Date DA

REVIEWED AND APPROVED:

Steve Walsh
Steve Walsh, Director
Department of Public Works

ATTACHMENT A

SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED

The Contractor shall provide all labor, materials, supervision, equipment, services, incidentals, and related items necessary to furnish and install traffic control signals and devices in accordance with the specifications in the bid and the Maryland Department of Transportation, State Highway Administration "Standard Specification for Construction and Materials" (2017) and any subsequent addenda, most current version, and the State of Maryland, Department of Transportation, State Highway Administration "Book of Standards, Highway and Incidental Structures" including any subsequent revisions, addenda, amendments and/or supplements, and interpretations, which are incorporated by reference.

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE REQUEST FOR BID # B-1223 AND THE BID RESPONSE.

ATTACHMENT B

INSURANCE

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2018

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 Murray Securus P. O. Box 1728 Lancaster PA 17608	CONTACT NAME: 	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: areinhart@murrayins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Western Group	
	INSURER B: Allied Eastern Indemnity Company	
INSURED Thompson Electric, Inc. 1060 Hardees Drive Unit E Aberdeen MD 21001	NAIC # 10804	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 237850807** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded. \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA0116515	11/14/2017	11/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPA0116515	11/14/2017	11/14/2018	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA0116515	11/14/2017	11/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	030000104613	11/14/2017	11/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The attached additional insured provisions apply.
The following are additional insured per the attached endorsement: Baltimore County, Maryland

CERTIFICATE HOLDER

Baltimore County, Maryland
c/o Department of Public Works
111 Chesapeake Avenue, Rm300B
Towson MD 21204

CANCELLATION

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

Aimee Reunov

© 1988-2015 ACORD CORPORATION. All rights reserved.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph A.1.:

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

(2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

(3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are

not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.
- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(2) is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph B.5. does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -
OWNERS, LESSEES, OR CONTRACTORS -
COMPLETED OPERATIONS COVERAGE -
AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an additional insured any person or organization, but only when:

1. You have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy except for a contractor/project manager or owner of a construction project in which you are involved that is included in a "consolidated (wrap-up) insurance program"; and
2. Such written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

B. The insurance provided to the additional insured by this endorsement is further limited as follows:

1. That person or organization is an additional insured only for liability for "bodily injury" or "property damage":
 - a. Due to your negligence and specifically caused by "your work" for the additional insured which is the subject of the written contract or agreement; and
 - b. Included within the "products-completed operations hazard".
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement, or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under **DEFINITIONS (Section V)**, as amended by this endorsement, does not apply to "bodily injury" or "property damage" beyond:

- a. The effective date of any deletion of, any removal of, or any non-continuance of, this additional insured endorsement from this policy; or
- b. The period of time required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's having rendered or having failed to render any professional services, including, but not limited to:

- a. The preparation, approval or the failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

As a condition precedent to coverage and/or defense, an additional Insured under this endorsement must give us as soon as practicable notice of an "occurrence" which may result in a claim or "suit" under this insurance.

D. With respect to the coverage provided under this endorsement, **SECTION V - DEFINITIONS**: is changed as follows:

1. The definition of "insured contract" is changed by replacing paragraph f. of that definition with the following:

"Insured contract" means:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is specifically caused by "your work" and included in the "products-completed operations hazard". Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

2. The following definition is added:

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.)

- E. This endorsement does not provide coverage for liability resulting from the sole negligence of the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ATTACHMENT C
CONTRACT AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the President and the duly authorized representative of Thompson Electric, 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 April 30, 2018, and executed by James O'Doherty 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: 5/26/18

By: 
Name: James O'Doherty
Title: President
(Authorized Representative and Affiant)