

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered by and between the County Commissioners of Caroline County, Maryland, (hereinafter referred to as the “County”), a body corporate and politic and a political subdivision of the State of Maryland and \_\_\_\_\_, a sole proprietorship/LLC/Inc. (circle one) licensed to do business in the State of Maryland as a Maryland / Foreign (circle one) entity with a principal address of \_\_\_\_\_ hereinafter referred to as the “Contractor”).

**RECITALS**

**WHEREAS**, the County desires to retain Contractor to perform certain professional services throughout the County as needed on a job-specific basis; and

**WHEREAS**, the Contractor desires to be retained by the County on a job-specific basis as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**AGREEMENT**

**Section 1. Scope of Work**

Contractor shall perform work to be described upon request by the County. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Projects deliveries is immediately upon completion of the Project. The County shall provide written acceptance of each Scope of Work submitted by the Contractor prior to the initiation of professional services contemplated by this Agreement.

Each Scope of Work completed pursuant to the Agreement shall be attached as **ATTACHMENT “A”** and incorporated as is fully set forth herein. Scope of Work shall include standard hourly rates for the performance of services by Contractor.

**Section 2. Period of Performance**

The terms of this Agreement shall commence on \_\_\_\_\_20\_\_\_\_, for a period of \_\_\_\_year(s) / month(s) (*circle one*), with annual renewals upon written agreement of the parties unless earlier terminated as described in the Standard Conditions of Contract set forth in Attachment C. Renewals are subject to annual appropriation by the County.

**Section 3. Compensation**

- (A) Basic Services: This is a professional service agreement as authorized by Section §51 of the Code of Local Laws of Caroline County, Maryland for the provision of \_\_\_\_\_ services to the County Commissioners of Caroline County. The County shall not be obligated to pay Contractor for any services, expenses, reimbursables, or other costs in excess of the amounts specified in the Scope of Work unless Contractor has obtained the express, written consent of the County prior to the commencement of services, expenses, reimbursables, or other costs in excess of the amounts specified in the Scope of Work unless Contractor has obtained the express, written consent of the County prior to the commencement of services or incurring the expenses claimed. County shall issue a Purchase Order for the job undertaken by Contract pursuant to this Agreement. Contractor shall not proceed with work on a job until the Purchase Order has been authorized in writing.
- (B) Billing Period: The Contractor may submit monthly an invoice for payment. Payment is due within thirty (30) days of the County’s receipt of the Contractor’s invoice.
- (C) Reimbursable Expenses: County agrees to pay the actual, necessary, and reasonable expenses incurred by Contractor in performing services under this Agreement, or to reimburse Contractor for such expenses, as the case may be, for those expenses that the County has given prior approval such as long distance telephone and fax, postage and courier costs, copying costs, out-of-area travel, and related business (such expenses not to exceed \$100.00 in a particular event without the prior approval of the County).
- (D) Special Services: Compensation for “special services” shall be based on the Contractor’s established hourly rates which shall be stated in or attached to the Scope of Work for each job undertaken by the Contractor. Special Services approved in advance by the County will be reimbursable expenses. Statements for special services may only be submitted on a monthly basis.

For Special Services not set forth in the Scope of Work, the Contractor shall advise the County in advance if the Contractor contends that a particular service falls into the “special services” category. No Service shall be compensated as a special service unless and until approved by the County. The County shall promptly determine whether a service constitutes a special service so that work shall not be unreasonably delayed. As used in the Agreement, the term “special services” means:

- (1) Preparation of any special reports required for the marketing of bonds or certificates of obligation.
- (2) Appearances before regulatory agencies other than the County.
- (3) Assistance to the County as an expert witness in any litigation with third parties arising from the development or construction of the Project and not involving the alleged fault of the Contractor.

- (4) Special investigations involving detailed consideration of operation, maintenance, and overhead expenses; preparation of rate schedules, earnings, and expense statements; preparation of special feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the County.
  - (5) Additional copies of reports and specifications (over the agreed number specified in the Scope of Work).
- (E) Records of Expenses: The contractor shall maintain reasonably detailed records of all work done on behalf of the County under this Agreement and of all expenses incurred for which the Contractor seeks payment or reimbursement. The contractor shall promptly provide such record to Contractor and seeks payment or reimbursement. The contractor shall promptly provide such record to the County upon request for inspection, copying, and audit.

**Section 4. Changes to the Project Work; Additional Work**

- (A) Changes to Work: The contractor shall make such revisions to any work that has been completed as necessary to correct any errors or omissions as may appear in such work. If the County finds it necessary to make changes to previously satisfactory completed work or parts thereof, the Contractor shall make such revisions if requested and as directed by the County, and such services will be considered as additional work and paid for as specified under the following paragraph.
- (B) Additional Work: Work that is clearly not within the general description of the Scope of Work and does not otherwise constitute special services under this Agreement must be approved in writing by the County by supplemental agreement before the additional work is undertaken by the Contractor. If the Contractor is of the opinion that any work is beyond that contemplated in the Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Contractor shall promptly notify the County of that opinion, in writing. If the County agrees that such work does constitute additional work, then the County and the Contractor shall execute a supplemental agreement for the additional work and the County shall compensate the Contractor for the additional work on the basis of the rates contained in the Scope of Work. The not-to-exceed fee shall be adjusted if additional work is approved by the County and performed by the Contractor.

**Section 5. Insurance Requirements**

Before commencing work under this Agreement, and unless modified by the County, Contractor shall obtain and furnish evidence of liability insurance coverage requirements set forth in Section 7 below. The County shall be issued a certificate of coverage, with the following coverage,

- A. General Liability – Minimum \$2,000,000
- B. Workers’ Compensation Insurance as required by law.
- C. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.

D. The vendor will furnish the County with any up-to-date certificates of insurance stating the requirements listed above at contract implementation

**Section 6. Notices**

How Provided. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (1) delivered in person to the address set forth below; (2) deposited in an official depository under the regular care and custody of the United State Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (3) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party’s address for notice.

**ADDRESSES FOR NOTICE:**

**COUNTY**

**CONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COPIES OF THIS CONTRACT SHALL BE FORWARDED TO THE OFFICE OF LAW AND DEPARTMENT OF FINANCE.**

**Section 7. Standard County Conditions of Contract**

CONTRACTOR SHALL BE BOUND BY THE COUNTY STANDARD CONDITIONS OF CONTRACT, ATTACHED HERETO AS **ATTACHMENT “B”**.

**Section 8. Miscellaneous Provisions**

(A) Contractor’s Standards. The Contractor shall follow generally accepted professional standards associated with the Contractor’s area of expertise. For example, accountants shall follow the generally accepted accounting principles (GAAP) standards of accounting and financial reporting developed by the Governmental Accounting Standards Board (GASB). When required, the Contractor shall furnish the County with satisfactory proof of compliance.

(B) Non-Collusion. Contractor represents and warrants that Contractor has not given, made, promised, or paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or in order to obtain the work to be provided to the County under this Agreement. Contractor further agrees that Contractor shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the County pursuant to this Agreement) for any services performed by Contractor under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is

received by or offered to Contractor, Contractor shall immediately report that fact to the County and, at the sole option of the County, the County may elect to accept the consideration for itself or take the value of such consideration as a credit against the compensation otherwise owing to Contractor under or pursuant to this Agreement. The County shall at all times act in accordance with the County's Ethics laws as may be amended from time to time.

(C) Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and no provision of this Agreement shall be construed by any court or other judicial authority against either party hereto by reason of such party's being deemed to have drafted or structured such provision.

(D) Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors, and assigns.

(E) Attachments. All Attachments to this Agreement are incorporated herein as if fully set forth herein.

(F) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of a joint venture or of any association whatsoever between the parties, it is expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first-tier subcontracts.

#### **Section 10. Inconsistent Provisions**

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, this Contract document supersedes the Contractor's terms and conditions supplied by the Contractor, in the event of any inconsistency. If this Agreement and the terms of Attachment C conflict, the more restrictive term will apply.

[Balance intentionally blank. Signatures follow.]

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

COUNTY COMMISSIONERS OF  
CAROLINE COUNTY, MARYLAND

\_\_\_\_\_  
Kaleigh Leager  
Executive Assistant

\_\_\_\_\_  
J. Travis Breeding, President

CONTRACTOR

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for legal sufficiency:

\_\_\_\_\_  
Stewart Barroll  
County Attorney for Caroline County

Mark as attached:

- Attachment A - Scope of Work
- Attachment B – Signed Standard Terms and Conditions

*Revised February 2023*