

**ORIGINAL**

**BALTIMORE COUNTY, MARYLAND  
CAPITAL IMPROVEMENT CONTRACT**

THIS AGREEMENT made this 23<sup>rd</sup> day of December, 2021, (the "Agreement") is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, (hereinafter "County") and **LARDNER/KLEIN LANDSCAPE ARCHITECTS, PC, 815 NORTH ROYAL STREET, SUITE 200, ALEXANDRIA, VIRGINIA 22314** (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 Purchase Order subsequently issued and the Montgomery County Department of Parks, Maryland-National Capital Park & Planning Commission **Request for Proposal, No. P38-160, dated July 24, 2018 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** entitled "Services and/or Scope of Work to be performed", **Attachment B** entitled "Insurance", **Attachment C** entitled "Fee Schedule" and **Attachment D** entitled "Contract Affidavit") and if applicable, the Bid and Purchase Order 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 professional 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 **Attachment C** entitled "Fee Schedule".

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 or provided by email to [disbursement@baltimorecountymd.gov](mailto:disbursement@baltimorecountymd.gov). 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 Four Hundred Seventy Thousand Dollars (\$470,000.00) during the entire term of this Agreement.

3. **Term.**

3.1 This Agreement shall be effective when executed by the County and shall remain in full force and effect until the earlier of the date upon which (a) the Contractor has fully performed the Services and/or Scope of Work as defined by **Attachment A** of this Agreement or (b) the County terminates this Agreement in accordance with Paragraphs 5 or 7 of this Agreement.

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

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

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The Contractor and the person executing this Agreement for the Contractor each warrant that she is the person set forth in the Procurement Affidavit with the authority to execute and seal this Agreement on the Contractor's behalf.

4.4 The professional 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 Contract Affidavit, attached hereto as Attachment D and incorporated herein, and this Agreement remain true and correct in all respects throughout the term of this Agreement.

5. **Termination for Convenience.**

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

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

6. **Insurance.** The Contractor's evidence of insurance is attached hereto as Attachment B, as required by the County pursuant to the insurance requirements attached to the Bid, in form and amounts acceptable to the County. The Contractor shall maintain the insurance coverages required by the County while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the attached insurance requirements set forth in the solicitation and this Agreement, the provisions of this Agreement shall prevail.

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

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

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

Agreement.

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

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

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

**8. Remedies for Default.**

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

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

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

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

expedient by the County.

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

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

12. **Assignment.**

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

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

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

14. **Indemnification.**

14.1 The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

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

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

by the County and the Contractor shall cooperate with County in all aspects in connection therewith.

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

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

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

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

19. **Recitals and Conflicting Terms.**

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

19.2 In the event of a conflict between the Bid (including standard specifications) and this Agreement, the provisions of this Agreement (without the conflicting terms in the Bid) shall prevail.

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

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

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

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

23. **Counterparts.** This Agreement may be executed in any number of counterparts and by the

parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

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

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

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

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

25. **Discrimination Prohibited.**

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

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

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity or expression, genetic information, status as a veteran, political affiliation or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

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

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

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

26.1 Reports produced for the County under this Agreement should be on recycled and recyclable paper printed on both sides.

26.2 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.

26.3 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.]

26.4 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](http://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. **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:**

**Roslyn J. Johnson, Director  
Department of Recreation and Parks  
9831 Van Buren Lane  
Cockeysville, Maryland 21030  
Telephone: 410-887-3806  
Email: rjohnson1@baltimorecountymd.gov**

**FOR THE CONTRACTOR:**

**Elisabeth Lardner, AICP, ASLA, President  
815 North Royal Street, Suite 200  
Alexandria, Virginia 22314  
Telephone: 703-739-0972  
Fax: 703-739-0973  
Email: elardner@lardnerklein.com**



28. **Recycled and Recyclable Products.** Any goods delivered under this Agreement that require packaging must be packed in recycled and recyclable materials.

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) and 26 (Reports/Information/and Audits), shall survive the termination of this Agreement.

32. **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.

33. **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.

34. **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 unreasonably 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.

35. **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:

[Redacted Signature]

**LARDNER/KLEIN LANDSCAPE ARCHITECTS, PC**  
Federal Identification No. 54-1465555

By: [Redacted Signature] (SEAL)  
Elisabeth Lardner AICP, ASLA  
President

WITNESS:

[Redacted Signature]

**BALTIMORE COUNTY, MARYLAND**, a body corporate and politic

By: [Redacted Signature] 12/23/21 Date  
Stacy L. Rodgers  
County Administrative Officer

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

**OFFICE OF BUDGET AND FINANCE:**

[Redacted Signature]

OFFICE OF THE COUNTY ATTORNEY v/w 112421 /122121  
\*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typecast Document. All Modifications Require Re-Approval.

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

**REVIEWED AND APPROVED:**

[Redacted Signature]

YUSEF RAHIM (Dec 20, 2021 11:58 EST)

Office of Budget and Finance Date

Roslyn J. Johnson, Director  
Department of Recreation and Parks

**REVIEWED AND APPROVED:**

[Redacted Signature]

Purchasing Division

## **ATTACHMENT A**

### **SERVICES AND/OR SCOPE OF WORK TO BE PERFORMED**

The Contractor shall provide all time, material, labor and incidentals necessary to develop a master plan, which will serve as a blueprint for improvements (both capital and operational) to Oregon Ridge Park, located at 13555 Beaver Dam Road, Cockeysville, Maryland 21030, in accordance with the Contractor's Best and Final Technical Proposal dated October 28, 2021.

Scope of work and fee schedule have been modified to reflect the full inclusion of the 5 Bid Alternates submitted in October 28, 2021 as noted on 12/13/21.

THE ABOVE ARE IN ADDITION TO ANY OTHER SERVICES AS SET FORTH IN THE REQUEST FOR PROPOSAL # P38-160 AND THE PROPOSAL RESPONSE.

**ATTACHMENT C**

**FEE SCHEDULE**

**Piggyback RFP No. P38-160 Oregon Ridge Park**

Lardner/Klein Landscape Architects, P.C.

10.29.21 BAFO and 4 Additional Items

**PRICE PROPOSAL**

10.29.21 updated: BAFO + Items 1, 2, 3, and 4 adjustments noted in red

12/13/21 - inclusion of all Bid Alts into Grand Total

**BALTIMORE COUNTY, M**  
**PROJECT NAME: Planning and Landscape**  
**Due Date: 06/28/2021, Time: 2:15 P.M.**

PRICE SHEET PAGE 1 OF 1			REQUEST FOR PROPOSAL
LINE NO.	COMMODITY/SERVICE DESCRIPTION	Unit of Measure	All - Inclusive Proposed Costs
1	COMMODITY CODE: 91832 Task - Inventory and Assessment of Existing Conditions	Lump Sum	10.29.21 revised figure to include Item 3 (signs) \$ <del>90,665.39</del> = \$93,724.08
2	COMMODITY CODE: 91832 Task - Recreation Opportunities Assessment	Lump Sum	10.29.21 revised figure to include Item 1 (Market assess) = \$39,818.62 \$ <del>25,118.62</del>
3	COMMODITY CODE: 91832 Task - User and Staff Engagement and Input	Lump Sum	10.29.21 \$ <del>42,446.45</del> = \$42,446.45
4	COMMODITY CODE: 91832 Task - Preparation of a Draft Master Plan	Lump Sum	10.29.21 revised figure to include Item 2 (schematics) \$ <del>93,303.24</del> = \$143,563.68
5	COMMODITY CODE: 91832 Task - Preparation of the Final Master Plan	Lump Sum	10.29.21 \$ <del>48,121.95</del> = \$48,121.95
Item 1	Market Research and Cost-Benefit Analysis for three facilities incurring capital cost of \$1 million or more	Lump Sum	Included in 2. Recreation Opportunities Assessment above - see task hour sheet - red type for detailed amounts
Item 2	Sketches, Schematics for three renovated and one new building at concept alt and final stage	Lump Sum	Included in 4. (fee includes 5 too - Final Plan) Preparation of a Draft Master Plan - see task hour sheet - red type for detailed comments
Item 3	Sketches for entry signs	Lump Sum	Included in 1. Inventory and Assessment - see task hour sheet - red type for detailed comments
Item 4	Additional fees to identify and understand underserved comm.	Lump Sum + Bid-Alternates	Noted as separate Line Item - 10.29.21 = \$28,742.72 (exclusive of inclusion of 5 Bid Alternates detailed and proposed on task hour sheet)
Item 5	All 5 Bid Alts as noted in Task Hour sheet	Lump Sum (all 5 Bid Alts included in total)	\$72,042.36

10/29/21 Scope Additions

12/13/21 Final Contract #s

**GRAND TOTAL** ~~\$299,655.65~~ BAFO 10.29.21 revised figure to include Items 1, 2, 3 and 4 (without 5 Bid Alternates) - \$396,417.50  
 Grand Total \$488,459.86

**COMPANY NAME:** Lardner/Klein Landscape Architects, P.C.

**FED ID OR SOCIAL SECURITY NO.** 54-1465555

*Note: The cost for each of the Tasks listed above should be inclusive of direct costs. If proposal includes subcontracting for part of the work, please provide a breakdown of the prime costs and the subcontractor costs by Task. All costs must include hourly rates.*

**ATTACHMENT D**  
**CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the President and the duly authorized representative of Lardner/Klein Landscape Architects, P.C. (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 June 29, 2021, and executed by me 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: 12/13/21

By:



Name: Elisabeth Lardner, AICP, ASLA  
Title: President  
(Authorized Representative and Affiant)

**BALTIMORE COUNTY, MARYLAND**  
**PROJECT NAME: Planning and Landscape Architecture for Oregon Ridge Park**  
**Due Date: 06/28/2021, Time: 2:15 P.M.**

**PROPOSAL SIGNATURE COVER PAGE**

**SUBMISSION OF A BID/PROPOSAL IN RESPONSE TO THIS SOLICITATION EVIDENCES THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS THEREIN. THIS PAGE MUST BE PROPERLY SIGNED BY AN AUTHORIZED OFFICIAL IN THE FIRM WHO REPRESENTS AND WARRANTS ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THE REQUEST FOR BID/ REQUEST FOR PROPOSAL. THE PERSON SIGNING THE BID/PROPOSAL MUST INITIAL ANY ALTERATIONS IN FIGURES ON THIS FORM IN INK.**

Lardner/Klein Landscape Architects, P.C.  
COMPANY NAME: \_\_\_\_\_  
ADDRESS: 815 North Royal Street, Suite 200  
Alexandria VA 22314  
(City) (State) (Zip Code)  
TELEPHONE: 703 739 0972 FAX: 703 730 0973  
SIGNED: Elisabeth Lardner DATE: \_\_\_\_\_  
PRINT NAME: Elisabeth Lardner TITLE: President  
TAX ID NUMBER (FIN/SS#) 54-146555 EMAIL: elardner@lardnerklein.com

Is your company a certified Minority Business Enterprise? Bidders must complete the applicable Minority Participation Affidavit attached. No

Initial to confirm that a complete electronic version of the bid proposal response is included in the bid package. EBL

Is your firm in compliance with all applicable laws and regulations relating to the employment of undocumented worker? If YES, check here X

NOTICE: A notice required to be delivered shall be deemed to have been received when such notice has been sent to the following address and individual:

Elisabeth Lardner  
Lardner/Klein Landscape Architects, P.C.  
815 North Royal Street, Suite 200  
Alexandria, VA 22314

F.O.B. Destination (unless otherwise stated herein).

Delivery shall be made within 30 calendar days after receipt of order.

Payment Terms: upon receipt, 30 days Cash discounts for less than 30 days will not be considered in determining awards. However, should that bidder obtain award by consideration of the gross price, the County should make every effort to obtain the discount. The County will not accept payment terms with a period of less than (30) days.

If your firm is not already receiving email notification of new solicitations and amendments, you may register for email notification on the County's web site at <http://www.baltimorecountymd.gov/purchasing>.

## 2. Baltimore County, Maryland Procurement Affidavit

### BALTIMORE COUNTY, MARYLAND PROCUREMENT AFFIDAVIT

#### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] President and I am duly authorized to represent and bind [business name] Lardner/Klein Landscape Architects, P.C. (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. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 8-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

N/A

#### C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;
- (6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition



of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

N/A

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

N/A

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

1987, James Klein Landscape Architect, sole proprietor closed when L/KLA organized in  
1988.

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**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair advantage over others.

**H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE**

I FURTHER AFFIRM THAT:

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, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$200,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

**I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of *(Insert State Name)*: Virginia

(2) The Business is a *(please select one)*:

- Corporation
- Partnership
- Limited Liability Company
- Limited Liability Partnership
- Sole Proprietor
- Other: \_\_\_\_\_

*(If sole proprietor #3 below does not apply, continue to #4.)*

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

Yes    No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees?  Yes    No

b. Registered Agent as shown in SDAT:

Name: CT Corporation  
Address: 2405 York Road, Suite 201.  
Lutherville Timonium, MD 21093-2264

c. If not, is the business in good standing in the formed in State of origination?  Yes    No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

Yes    No

**J. CONTINGENT FEES**

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

**K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT**

**I FURTHER AFFIRM THAT:**

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, 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. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, 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 genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, 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.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

**L. FOREIGN CONTRACTS DISCLOSURES**

**I FURTHER AFFIRM THAT:**

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10, Finance, Title 2 - Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:
  - a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and

- b. If the services under the contract are anticipated to be performed outside the United States;
- c. Where the services will be performed; and
- d. The reasons why it is necessary or advantageous to perform the services outside the United States.

- (3) Indicate below whether or not the Business has information to disclose. (You must check one of these)
- The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
  - The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
    - i. The services will be performed in the following location:
    - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): \_\_\_\_\_

**M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

**N. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

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, AFTER DILIGENT INQUIRY.

Date: June 29, 2021

By: Elisabeth Lardner, President

Name:  
Title:  
(Authorized Representative and Affiant)

