



SAMPLE AGREEMENT

AUDIT SERVICES

BETWEEN

MARYLAND STADIUM AUTHORITY

AND

CONTRACTOR

MSA CONTRACT No. 22-002

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MARYLAND STADIUM AUTHORITY
CONTRACT NO. MSA 22-002
AUDIT SERVICES

THIS AGREEMENT (this "**Agreement**") is entered into as of this day of _____ by and between the MARYLAND STADIUM AUTHORITY, a body politic and corporate and an instrumentality of the State of Maryland ("**MSA**"), and CONTRACTOR ("**Contractor**").

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 Relationship

Contractor accepts the relationship of trust and confidence established with MSA by this Agreement, and covenants to provide Contractor's best skill and judgment and to cooperate with MSA in furthering the interests of MSA in connection with this Agreement.

Section 1.2 Compliance with Laws

The Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation) pursuant to § 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, and that it will take such action as, from time to time hereafter may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

(c) EPA compliance. Materials, supplies, equipment and other services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable;

(d) Occupational Safety and Health (OSHA). All materials, equipment, supplies or services shall comply with the applicable U.S. and the Maryland Occupational Safety and Health Act Standards and related regulations;

(e) All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in this Agreement; and

(f) Contractor shall obtain at its own expense (except as provided in this Agreement), and comply with federal, State, and local permits, licenses, certifications, inspections, insurance, and governmental approvals, required in connection with the Services required under this Agreement.

Section 1.3 Quality of Work & Standard of Care

In performing its duties hereunder, Contractor shall use a level of skill and exhibit a standard of care that is appropriate for a Contractor providing the requisite services similar in scope and complexity. Contractor understands and acknowledges that MSA's decision to award this contract is based upon the experience, qualifications, and other materials submitted in response to the RFP. Contractor further represents and warrants that such materials are, as of the date that they were submitted and as of the date hereof, accurate in all material respects and fairly represent the capabilities of Contractor and its subcontractors.

Section 1.4 Representations

Contractor represents that it is thoroughly familiar with, and understand the requirements of the work and is experienced in providing the requisite services. It represents to MSA that it has all of the necessary accounting and certification, education, skill, knowledge and experience required for the work.

Section 1.5 Contract Documents

1.5.1 Contract Document Priority. The Contract Documents consist of this Agreement, the Contract Affidavit, exhibits and addenda, the Contractor's Technical Proposal and Financial Proposal (as amended by a best and final offer if applicable). The Technical Proposal and Financial Proposal are together the "**Proposal**".

If there is any conflict among the Contract Documents, then the following order of precedence will govern:

- a. This Agreement, including all exhibits and any amendments thereto,
- b. The Contract Affidavit;
- c. The Contractor's Proposal;

1.5.2 The order of priority in section 1.5.1 notwithstanding, it is the Contractor's responsibility to inform MSA of any material inconsistencies and confirm any information necessary for the complete, successful prosecution of the Services.

1.5.3 Nothing in the Proposal or other submissions from the Contractor shall prevail over any Contract Document unless expressly agreed to in writing by MSA with a properly approved Change Order (*see* Article 9) or modification to the Agreement.

1.5.4 Inconsistent Terms or Requirements. Any provisions herein to the contrary notwithstanding, all Contract Documents shall be construed consistently to the extent possible.

1.5.5 Interpretation of the Contract Documents. MSA's Project Manager shall be the final interpreter of the Contract Documents; and it will furnish with reasonable promptness such clarifications as it may deem necessary for the proper execution of the Services.

1.5.6 Unless otherwise stated in the Contract Documents, words which have well-known technical industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.5.7 Contract Representatives. Contractor's Project Manager identified in its Technical Proposal, shall be deemed to have authority to render any decision or take any action required under this Agreement. MSA's Project Manager identified in Section 14.18 is the Contractor's MSA contact for the purpose of communicating routine information, requesting assistance, or making routine inquiries regarding this Agreement. This subsection 1.5.8 notwithstanding, only an authorized MSA official acting in the capacity of Contract Representative is authorized to make changes to the scope of Services or to consent to modifications to this Agreement. The Contract Representative may also be MSA's Project Executive.

1.5.8 Entire Agreement. This Agreement represents the entire and integrated agreement between MSA and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

1.5.9 References to Articles and Sections. As used in this Agreement, any reference to an Article or Section number refers to Articles and Sections in this Agreement unless otherwise stated.

Section 1.6 Period of Performance

The period of performance (the "**Term**") shall commence on the date of this Agreement, and unless terminated sooner pursuant to this Agreement, terminate three (3) years from the effective date. MSA shall have the option to renew this Agreement for two (2) one (1) year periods at its sole discretion at the prices quoted and accepted in the Contractor's Proposal.

ARTICLE 2
CONTRACTOR SERVICES

Section 2.1 RESERVED

Section 2.2 RESERVED

Section 2.3 Ownership of Materials

2.3.1 Any work product, whether written or in electronic format, prepared by Contractor during the term of this Agreement for MSA shall become the sole and exclusive property of MSA. MSA shall have the right to use the same without restriction and without compensation to the Contractor other than as specifically provided for herein.

2.3.2 In the event MSA reuses any of the final work product provided in connection with Contractor's services hereunder for the auditing of another project by MSA the Contractor shall have no liability or responsibility arising from such reuse.

2.3.3 Contractor agrees that at all times during the term of this Agreement and thereafter, work created under this Agreement, and services performed under this Agreement shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any materials created under this Agreement are not works made for hire for MSA, the Contractor hereby relinquishes, transfers, and assigns to the MSA all of its rights, title, and interest, (including all intellectual property rights) to all such products created under the Agreement.

Section 2.4 Patents, Copyrights, Trade Secrets and Protected Matters

2.4.1 The Contractor assumes the risk that any materials, equipment, processes, or other items required under this Agreement or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by MSA. Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall hold harmless MSA, the State, and the Baltimore City Public Schools Construction and Revitalization Program and the Sports and Entertainment Corporation of Maryland from loss or expense on account thereof.

Section 2.5 MSA's Responsibilities

MSA shall provide Contractor with all information regarding its requirements for the Project.

ARTICLE 3
STAFFING

Section 3.1 The Project Team

3.1.1 The Contractor shall not make any changes in the composition of its project team (the “**Project Team**”) identified in its Proposal, or as otherwise consented to in writing by MSA. Any change to the Project Team without MSA’s written consent shall be cause for Termination.

3.1.2 If required by applicable State or federal law, Contractor’s personnel – including members of the Project Team and any subcontractors, shall be subject to a security and/or criminal background check. Before or after award of the contract, at the sole discretion of MSA, those persons found to be unfit to work on State contracts may be excluded from work on the Project at no additional cost to MSA.

3.1.3 Only personnel thoroughly trained and skilled in the tasks assigned them may be employed for any portion of the Services. Any Contractor employee, Project Team member, or subcontractor found to be unskilled or untrained shall be removed.

3.1.4 When municipal, county, State or federal laws require that certain personnel (auditor, accountant, etc.) be licensed, then all such personnel, including subcontractors, employed by, or under contract with, the Contractor for this Agreement shall be so licensed.

3.1.5 If the MSA in its sole discretion determines that any employee, including a Project Team member or Contractor subcontractor is not performing satisfactorily, MSA shall have the right to direct that Contractor to replace the individual(s). The Contractor shall provide MSA with resumes of possible replacements and MSA shall have the opportunity, but not the obligation to interview replacement candidates.

ARTICLE 4
SUBCONTRACTORS

Section 4.1 Contractual Responsibility

4.1.1 Except as specified in the Proposal, Contractor shall not subcontract any of the Services to be performed under this Agreement without the prior written consent of MSA.

4.1.2 The Contractor is fully responsible to MSA and the State for the acts and omissions of its subcontractors at any tier, and persons either directly or indirectly employed by them, as well as for the acts and omissions of itself and persons directly employed by it.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relationship between a subcontractor at any tier and MSA and/or the State, and nothing in the Contract Documents is intended to make any such entity a beneficiary of the contract between MSA and Contractor. No subcontractor at any tier shall have or make any claim or cause of action directly against MSA and/or the State.

Section 4.2 Prompt Payment of Subcontractors

4.2.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

(a) Not process further payments to the Contractor until payment to the subcontractor is verified;

(b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;

(c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;

(d) Place a payment for an undisputed amount in an interest-bearing, escrow account; or

(e) Take other or further actions as appropriate to resolve the withheld payment.

4.2.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute, Such "undisputed amounts" include, without limitation;

(a) Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and

(b) An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

4.2.3 An act, failure to act, or decision of a Procurement Officer or a representative of MSA, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

(a) Affect the rights of the contracting parties under any other provision of law;

(b) Be used as evidence on the merits of a dispute between MSA and the contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the MSA and/or State.

Section 4.3 RESERVED

Section 4.4 Subcontract – Contract Provisions

4.4.1 In addition to any other required term or provision contained herein, the Contractor must bind every subcontractor - and will see that every subcontractor agrees to be bound - by the terms of the Contract Documents, as far as applicable to its work, unless specifically noted to the contrary in a subcontract approved by MSA. Contractor must include in any subcontracts the following provisions:

4.4.2 Subcontractor agrees to be bound to the Contractor by the terms of the Contract Document between the Contractor and MSA, and to assume toward it all obligations and responsibilities that the Contractor, by those documents assumes towards MSA.

4.4.3 Subcontractor agrees to submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment under Article 6.

4.4.4 The provisions required by Sections 4.2 and 4.4.

4.4.5 Each contract shall be assignable to MSA at MSA's election in the event the Contractor is terminated or fails to perform its obligations under the Contract Documents. MSA may assign its rights under those documents and this Agreement to any other unit or instrumentality of the State without notice to the subcontractor.

4.4.6 The Contractor shall have the right to require the subcontractor to accelerate performance of its work at its own cost (and not as a cost to MSA) as necessary to satisfy the time requirements set forth in the Agreement.

4.4.7 The provisions of this Section 4.4 notwithstanding, unless there is an assignment of contract pursuant to this Section, the Contractor shall be solely responsible for all subcontractors and MSA shall not have privity of contract with, or, obligations or liabilities to the subcontractors.

ARTICLE 5
PREVAILING WAGE REQUIREMENTS

Not applicable.

ARTICLE 6
COMPENSATION AND PAYMENT PROVISIONS

Section 6.1 Compensation and Method of Payment

6.1.1 Contract Price. For performing the Services specified in the Contract Documents, MSA shall pay Contractor an amount not to exceed _____ Dollars (\$) as set forth in Contractor's Financial Proposal attached hereto as Exhibit 3.

6.1.2 Additional Services. Additional Services performed pursuant to subsection 2.2 shall be paid for in accordance with this Article 6. Compensation for Additional Services shall be based on actual time spent at hourly rates mutually agreed upon by Contractor and MSA.

6.1.3 Invoices. Contractor shall submit detailed invoices (“**Invoice**”), setting forth (i) the name of the employee or subcontractor performing services; (ii) the date(s) of service(s); (iii) a complete description of services performed; (iv) the agreed upon rates charged for said services; and (v) the hours - or fractional hours expended.

6.1.4 Payment Contractor’s compensation will be based upon a reasonable number of actual hours expended by Contractor's employees and subcontractors in the performance of Services, as approved by MSA, multiplied by the agreed upon rates for such Services.

Section 6.2 State Payment Provisions

6.2.1 Invoices are reviewed and approved by MSA. Payment is made by the Maryland State Treasurer subject to the following:

(a) In addition to any other information required by the Procurement Officer, the Contractor’s invoices shall include a taxpayer identification number and contract identification number and MSA's Blanket Purchase Order Number (to be provided by MSA).

(b) Payments to the Contractor pursuant to this Agreement and which are not in dispute shall be made no later than thirty (30) days after MSA’s receipt of a proper invoice from the Contractor.

(c) Charges for late payment of invoices, other than as prescribed by SF Title 15, Subtitle 1, or by the Public Service Commission of Maryland with respect to regulated public utilities as applicable, are prohibited.

6.2.2 Contractor shall be paid by Electronic Funds Transfer as required by the RFP unless it has requested and been granted an exemption.

6.2.3 Taxes. The State nor MSA shall not withhold federal, State, local or FICA taxes, if any, from payments made pursuant to this Agreement.

Section 6.3 Reimbursable Expenses

6.3.1 Unless otherwise approved in advance by MSA, Contractor shall not be entitled to reimbursement for any expenses under this Agreement. Contractor acknowledges that anticipated reimbursable expenses were included its lump sum fee proposal.

ARTICLE 7 **MINORITY BUSINESS ENTERPRISE**

Not applicable

ARTICLE 8 **INSURANCE**

During the Term of this Agreement, including any extension, Contractor shall obtain, maintain, and provide satisfactory evidence of insurance coverage satisfying at least the minimum requirements set forth in Exhibit 8 of this agreement.

ARTICLE 9
CHANGES TO SERVICES OR AGREEMENT

Section 9.1 Change Directives

9.1.1 MSA may, without invalidating the Agreement, and without notice to or approval of any surety, order changes in the Services required under the Agreement, including additions, deletions or modifications. Any such change must be conveyed by MSA to Contractor via an executed written change directive (a “**Change Directive**”).

Subject to provision of prompt notice set forth in subsection 9.1.2, Contractor may be entitled to a Change Directive extending the time for performance, or increasing the price for Services, upon discovery of conditions or events (together “**Conditions**”) having a material impact on the schedule or the cost.

9.1.2 Prompt Notice. If Contractor encounters or discovers Conditions which it reasonably believes may have a material impact on the Services to be provided it shall promptly notify MSA in writing of such Conditions, and the possible effect on cost and schedule. Any notice shall be given as soon as possible, but in no event more than five (5) calendar days following the earlier of when Contractor knew or should have known of the Conditions. Contractor acknowledges that failure to provide timely notice may limit or eliminate MSA's ability to investigate, verify or mitigate such Conditions. Any adjustment to Contractor's price shall be determined by MSA after its review and consideration of the Conditions. Contractor shall include provisions similar to this provision in all of its subcontracts.

9.1.3 Failure to Agree. In the event of a dispute between MSA and the Contractor as to whether any Services are included in the scope of the Agreement such that the Contractor would be obligated to provide that Service at no additional cost to MSA, the Project Manager may order the Contractor under this Section 9.1 to perform the Service with issuance of a Change Directive. Contractor shall proceed with the work and MSA's Change Directive, without interruption or delay, and may make a claim as provided in Section 10 of this Agreement. Failure to proceed due to a dispute over a Change Directive shall constitute a material breach of this Agreement and entitle MSA to all available remedies for such breach, including, without limitation, termination for default.

ARTICLE 10
DISPUTES

Section 10.1 Dispute Resolution

Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this Section.

10.1.1 As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this Agreement. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this Article. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this Article.

10.1.2 A claim shall be made in writing and submitted to the Project Manager for decision within thirty days of when the basis of the claim was known or should have been known, whichever is earlier.

10.1.3 When a claim cannot be resolved by mutual agreement, the Contractor shall submit a written request for final decision to the Project Administrator. The written request shall set forth all the facts surrounding the controversy.

10.1.4 The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its claim.

10.1.5 The Project Administrator shall render a written decision on all claims within 90 days of receipt of the Contractor's written claim, unless the Project Administrator determines that a longer period is necessary to resolve the claim. If a decision is not issued within 90 days, the Project Administrator shall notify the Contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the Contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The Project Administrator's decision shall be deemed the final action of the MSA.

10.1.6 The Project Administrator's decision shall be final and conclusive without prejudice to the rights of the Contractor to institute suit after completion of the Services in a court of competent jurisdiction for losses incurred by Contractor as a result of the Project Administrator's decision. Contractor hereby waives any rights that it may have at any time to institute suit or file other claims or causes of action, at law or in equity, prior to completing all of the Services under the Contract Documents.

10.1.7 Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the Project Administrator's decision.

ARTICLE 11
INDEMNIFICATION AND RESPONSIBILITY
FOR CLAIMS AND LIABILITY

Section 11.1 Indemnification

(a) Contractor agrees to indemnify, defend, protect and hold harmless MSA, the State, and their respective officers, agents, members and employees from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including reasonable attorney fees, arising out of, caused by, or resulting from Contractor's negligence or misconduct.

(b) Contractor shall not be responsible for the acts or omissions of MSA, or any contractor or subcontractor hired or engaged directly by MSA with respect to the Services.

(c) Neither Contractor nor MSA shall be liable to the other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable controls and/or without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake and epidemic, atmospheric condition of unusual severity, war, and strikes.

(d) The above indemnity shall survive expiration or termination of this Agreement.

Section 11.2 Responsibility for Claims and Liability

The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the Services required under the Agreement. Further, it is expressly understood that Contractor shall indemnify and save harmless MSA, the State, and their respective officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees and litigation expenses arising out of or resulting from the performance of the Services of the Contractor under this Agreement.

ARTICLE 12

RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this Agreement for *three* years after final payment by MSA or the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MSA, including the procurement officer or designee, at all reasonable times.

ARTICLE 13
DISSEMINATION OF INFORMATION

Unless Contractor has obtained the prior written consent of MSA, Contractor shall not (a) release, disseminate, publish, distribute, or circulate, in any manner whatsoever, any information, data, document or materials related to the Services or performance of the Services under this Agreement, or (b) publish any final reports or documents.

ARTICLE 14
STATE TERMS

Section 14.1 General State Terms

14.1.1 Governing Law. The provisions of this Agreement shall be governed by the laws of the State of Maryland and the parties hereto expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

14.1.2 Amendment. This Agreement may be amended by and only by an instrument executed and delivered by each party hereto.

14.1.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part without the written consent of the other; provided however, that MSA may assign any or all of its rights under this Contract to the State of Maryland, or any agency or department thereof. The Contractor shall notify the MSA immediately in writing of any significant changes in its ownership or organization or in the ownership or organization of any of the joint venturers comprising the Contractor.

14.1.4 Incorporation by Reference. All terms and conditions and any changes thereto, are made a part of this Agreement.

14.1.5 Non-Hiring of Employees. No official or employee of the State as defined in State Government Article § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement shall, during the pendency or term of this Agreement and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Agreement.

14.1.6 Articles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or provision thereof.

14.1.7 Personal Liability of Public Officials. In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to them by or within the scope of this Agreement, there shall be no personal liability upon the members of MSA, either personally or as officials of the State, it being understood that in all such matters the act solely as agents and representation of MSA.

Section 14.2 Non-Discrimination Provisions

14.2.1 Nondiscrimination in Employment. Contractor agrees not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental

handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

14.2.2 Commercial Nondiscrimination. As a condition of entering into this Agreement, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the company agrees to: provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the company has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the contractor on each subcontract or supply contract. The company further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland; and to provide any documents relevant to any investigation that is requested by the State. The company understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Section 14.3 Disclosures and Ethics

14.3.1 Financial Disclosure. Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every

business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

14.3.2 Statement of Political Contributions. Contractor shall comply with the Election Law Article, Title 14 Subtitle 1, Md. Code Ann., which requires that a person doing public business with the State, shall file a statement with the State Board of Elections as provided in section 14.

14.3.3. Generally, this applies to every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Election a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

14.3.4 Anti-Bribery. Contractor warrants that neither it nor any of its officers, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

14.3.5 Contingent Fees. Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Contractor, to solicit or secure this agreement, and that it 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 any other consideration contingent on the making of this Agreement.

14.3.6 Appropriation of Funds. If funds are not appropriated or otherwise made available to MSA to support continuation of this Agreement, this Agreement shall terminate automatically as of the beginning of the fiscal year for which funds are not available; provided, however, that this will not affect either party's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both Contractor and MSA from future performance of this Agreement, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of this Agreement. MSA shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first. Contractor may not recover anticipatory profits or costs incurred after termination.

14.3.7 False Statements. Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to MSA in connection with this Agreement.

Section 14.4 Drug and Alcohol Free Workplace

The Contractor warrants that it shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that it shall remain in compliance throughout the term of this Agreement.

Section 14.5 Tax Exemption

MSA is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Where a Contractor (or the Contractor) is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply.

Section 14.6 Governmental Immunities

Nothing in the preceding provision, or in any other term or provision in this Agreement, shall waive, limit, or otherwise affect in any way the limitations, immunities or notice requirements applicable to claims against MSA as unit of the State of Maryland.

Section 14.7 Tort Claims Acts

Contractor agrees for itself and for its insurers, that neither Contractor nor its insurers may raise or use any governmental immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) in the adjustment of claims or in the defense of suits against MSA, the State or the Ravens, unless requested by MSA.

Section 14.8 Independent Contractor Status

The Contractor is an independent Contractor and neither the Contractor nor its employees, agents or representatives shall be considered employees, agents or representative of the State or of MSA. Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners, joint venturers or an association between the State or MSA or the Contractor.

Section 14.9 No Arbitration

No Arbitration: No dispute or controversy under this Agreement shall be subject to binding arbitration.

Section 14.10 Approvals

This Agreement shall not be effective until all required approvals of the Maryland Stadium Authority Board have been obtained. No work shall be commenced hereunder until MSA notifies the Contractor that such approvals have been obtained.

Section 14.11 No Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MSA or the Contractor. There are no intended third party beneficiaries of this Agreement.

Section 14.12 Time of the Essence

Time is of the essence in the performance of the obligations of the Contractor under this Agreement.

Section 14.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 14.14 Termination

14.14.1 Termination for Default. If the Contractor fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, MSA may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at MSA's option, become MSA's property. The State / MSA shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and MSA or the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

14.14.2 Termination for Convenience. The performance of work under this Agreement may be terminated by MSA in accordance with this clause in whole, or from time to time in part, whenever MSA or the State shall determine that such termination is in the best interest of the State. The State /MSA will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the

determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

Section 14.15 Severability

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

Section 14.16 Contract Affidavit

Simultaneously with the execution of this Agreement, Contractor shall execute, seal and deliver to MSA the signed contract affidavit attached hereto as Exhibit 5.

Section 14.17 Authority to Execute

The individual signing this Agreement on behalf of Contractor represents and warrants that (i) Contractor is duly organized and authorized to do business in the State of Maryland; and (ii) this Agreement has been duly authorized and is validly executed by an authorized officer of the Contractor.

Section 14.18 Contract Representatives

The following individuals are designated as representatives for the purposes of the routine management of the Agreement and communication between the parties.

MSA Contract Representatives:

Project Manager:

Project Administrator:

Contractor's Representative:

Project Manager:

Section 14.19 Notices

All notices required or permitted hereunder shall be in writing and delivered personally or by registered or certified mail (restricted delivery) return receipt requested, postage prepaid to the addresses set forth below:

If to MSA:

Maryland Stadium Authority
351 West Camden Street, Suite 300
Baltimore, MD 21201-2435
Attn: David Raith,
Associate Chief Financial Officer

With copy to:

Office of the Attorney General
Attn: Cynthia Hahn, Counsel / MSA
200 St. Paul Place, 20th Floor
Baltimore, MD 21202

If to Contractor:

Attn:

Any party may designate another addressee or change its address by notice given to the other party pursuant to this Section. All notices shall be deemed given upon receipt thereof or at the time delivery is refused.

The effective date (the “**Effective Date**”) of this Agreement shall be the last date that this Agreement is executed either by the Contractor or the Maryland Stadium Authority.

MARYLAND STADIUM AUTHORITY

By: _____ (SEAL)

Michael J. Frenz, Executive Director

CONTRACTOR

By: _____ (SEAL)

Name and Title

*Audit Services
Maryland Stadium Authority |*

CONTRACTOR AGREEMENT

LIST OF EXHIBITS

Exhibit 1	RESERVED
Exhibit 2	Contractor's Proposal
Exhibit 3	RESERVED
Exhibit 4	RESERVED
Exhibit 5	Contract Affidavit/Disclosure
Exhibit 6	RESERVED
Exhibit 7	Conflict-of-Interest Information and Disclosure Affidavit
Exhibit 8	Insurance Requirements

Exhibit 1
RESERVED

Exhibit 2
Contractor's Proposal

Exhibit 3
RESERVED

Exhibit 4
RESERVED

Exhibit 5
Contract Affidavit

Exhibit 6
MDOT-Certified MBE Utilization and Fair Solicitation Affidavit

Not applicable

Exhibit 7
Conflict-of-Interest Information and Disclosure Affidavit

Exhibit 8 Insurance Requirements

Insurance coverage shall include:

A. Professional Liability (PL) Insurance

The Contractor shall obtain and maintain, from and after the date of the Contract, Professional Liability (PL) Insurance to protect MSA from damages arising from, and against liability for, errors and omissions in design work performed by the Contractor or any member of the Contractor's team. A minimum coverage limit of \$1,000,000 Aggregate is required.

Additional PL insurance requirements:

1. The Contractor shall furnish evidence demonstrating that the limits of coverage stated above are available and unencumbered by previous losses on the policy. During the Contract term, if the available limits in aggregate fall below 50%, the Contractor shall notify the Procurement Officer and take action promptly to restore the limits to the required level.
2. Deductible shall be the responsibility of the Contractor and may not exceed \$25,000 without prior approval by the Procurement Officer.
3. There shall be no exclusion for environmental claims arising out of the performance of the professional services.
4. Firms performing work under a joint venture agreement must furnish evidence in the form of an endorsement by the issuer that the joint venture is insured under the policy.

B. Commercial General Liability Insurance

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for general liability claims (including, but not limited to, claims for bodily injury and property damage, including loss of use) arising from the operations of the Contractor, subcontractors, and suppliers that satisfies the following requirements:

1. Commercial General Liability ("CGL") insurance to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent.
2. Minimum coverage limits of: \$1,000,000 as a per occurrence limit; \$2,000,000 as a general aggregate limit (applied separately to claims arising from the Contractor's performance under the Contract); and

\$2,000,000 as a products/completed operations limit.

3. The State of Maryland shall be added as Additional Insured by additional insured endorsements ISO CG-20-10 and CG-20-37 or their equivalents. As Additional Insured, the Additional Insured shall have coverage for liability arising out of the Contractor's ongoing and completed operations performed for MSA.
4. The CGL insurance policy shall include waivers of subrogation in favor of the Additional Insured.
5. The CGL insurance policy shall be primary and noncontributory with respect to the coverage afforded to the Additional Insured.
6. The CGL insurance policy shall not contain any exclusion for: X, C and/or U hazards; third party actions over claims; or punitive damages.
7. The CGL insurance policy shall include Blanket Written Contractual Liability covering all contractual liabilities and indemnities assumed by the Contractor pursuant to the Contract.
8. The CGL insurance policy shall also include the following extensions:
 - a. The general aggregate limit shall apply separately to the Contract;
 - b. Premises/Operations;
 - c. Actions of Independent Contractors;
 - d. Products/Completed Operations to be maintained for at least two (2) years after the expiration or termination of the Contract;
 - e. Personal injury liability including coverage for offenses related to employment and for offenses assumed under the Contract (including deletion of any standard employment and/or contractual exclusions if contained in the personal injury coverage section); and
 - f. If a Program encroaches within fifty (50) feet of the centerline of a railroad, the CGL insurance policy shall include ISO Endorsement CG-24-17 or its equivalent prior to the Contractor beginning any work on such Project.

C. Automobile Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims arising from bodily injury and/or damage to property of others resulting from the ownership, maintenance, or use of any motor vehicle (whether owned, hired, or not owned), both on-site and off-site. Such Business Automobile Liability (“BAL”) insurance shall also include coverage against uninsured motorists and automobile contractual liability. The BAL insurance shall satisfy the following requirements:

1. Minimum \$1,000,000 combined single limit on coverage.
2. The BAL insurance policy shall include waivers of subrogation in favor of the Additional Parties.
3. The BAL insurance policy shall name the Additional Parties as Additional Insureds.
4. If a Project encroaches within fifty (50) feet of the centerline of a railroad, the BAL insurance policy shall include ISO Endorsement CA- 20-70 or its equivalent prior to the Contractor beginning any work on such Project.

D. Workers Compensation and Employers Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for claims arising from Workers Compensation statutes and from Employer’s Liability or other third party legal liability claims arising from bodily injury, disease, or death of the Contractor’s employees. Such insurance shall satisfy the following requirements:

1. The Contractor shall provide Workers Compensation coverage for all employees and require that their subcontractors provide Workers Compensation coverage for all their employees in accordance with the statutory requirements of the jurisdiction in which the work is being performed.
2. The policy shall provide for both Workers Compensation coverage (“Part A”) and Employers Liability coverage (“Part B”).
3. The minimum limits of coverage for Part A (Workers Compensation) shall be in accordance with the statutory requirements of the jurisdiction in which the work is being performed. The minimum limits of coverage for Part B (Employers Liability) shall be \$1,000,000 for each accident, \$1,000,000 for each employee, and a \$1,000,000 aggregate policy limit for disease.

4. Part B (Employers Liability) of such insurance policy shall include waivers of subrogation in favor of the Additional Parties. The Additional Parties shall be named as Additional Insureds with respect to Part B (Employers Liability).

E. Excess Liability / Umbrella Liability

The Contractor shall obtain and maintain, from and after the date of the Contract, insurance coverage for third party legal liability claims against the Contractor that exceed the per occurrence or general aggregate limits of the CGL insurance policy, the BAL insurance policy, and Part B (Employer's Liability) of the Workers' Compensation and Employer's Liability insurance policy. Such excess/umbrella insurance shall satisfy the following requirements:

1. Unless otherwise specified by the Procurement Officer, the required minimum coverage limits for such insurance is \$2,000,000 per occurrence.
2. The Additional Parties shall be named as Additional Insureds with respect to such excess/umbrella liability insurance.
3. The excess/umbrella liability insurance policy shall include waivers of subrogation in favor of the Additional Parties.
4. The excess/umbrella liability insurance shall be primary and noncontributory with respect to the coverage afforded to the Additional Parties.

F. Additional insurance requirements

1. The amount of insurance coverage specified herein shall be the minimum amount of insurance available to satisfy claims. The Contractor shall purchase and maintain such insurance with a minimum of the limits of liability as specified herein, as otherwise specified by the Procurement Officer with respect to a particular project, or as required by law, whichever is greatest.
2. A policy is not acceptable if it allows the costs associated with investigating, managing, or defending against any claim or any other costs incurred by the insured or the insurer to be deducted from the policy limits.
3. Required insurance shall be purchased from and maintained with a company or companies lawfully authorized to do business in the State of Maryland. Insurance companies providing coverage as required herein shall have an AM Best rating of A-VII or better. All policies must be on a primary basis. All policies, except Professional Liability and Workers'

Compensation, shall name the Additional Parties as “Additional Insured.”

4. Contractor shall be responsible for the maintenance of this insurance regardless of whether the work is performed directly by Contractor, by any subcontractor, by any person employed by the Contractor or any subcontractor, or by anyone for whose acts the Contractor may be liable.
5. The Contractor agrees, for itself and for its insurers, that neither Contractor nor its insurers may raise or use in the adjustment of claims or in the defense of suits against the Additional Parties, any immunity from or limitation of liability for torts (including under the Maryland Tort Claims Act and/or the Maryland Local Government Tort Claims Act) unless requested by MSA.
6. MSA prefers that all liability insurance policies (whether for professional liability, commercial general liability, business automobile liability, excess and/or umbrella liability, employer liability, or otherwise) be written on an “occurrence basis.” However, if any liability insurance policy is on a “claims made” basis, the insurance must be maintained for a period of no less than ten (10) years after the end of the term of the Contract and the retroactive date must be listed as prior to or on the date on which the Contract is executed. If the policy is scheduled to be cancelled, not renewed, or not replaced prior to the expiration of such ten (10) year period, then prior to such cancellation, nonrenewal, or non- replacement, the Contractor must purchase an Extended Reporting Coverage (Tail) to cover the exposures past the cancellation, termination, or expiration date, as applicable.
7. No acceptance and/or approval of any insurance by MSA shall be construed as relieving the Contractor, or the surety or bond, if any, from any liability or obligation imposed upon any of them by the Contract.