

Attachment D

CONTRACT FOR REAL ESTATE LEGAL SERVICES

This Contract is between Montgomery County, Maryland, through its Office of the County Attorney, 101 Monroe Street, 3rd Floor, Rockville, Maryland (the "County") and _____, (the "Contractor").

BACKGROUND

1. The County, through its Office of the County Attorney, periodically requires the services of outside counsel to perform real estate settlement functions, on behalf of the County, including providing title searches, title reports, and settlement ("closing") services.
2. The County, through its Office of the County Attorney issued a Request for Proposals (RFP) seeking qualified attorneys who are able and willing to perform the services described in the RFP and this Contract.
3. The Contractor was selected by the County in accordance with the evaluation criteria described in the RFP to provide the services required by the County as described in the RFP and this Contract.
4. Contractor will be retained as special counsel to Montgomery County under Charter Section 213.

I. Contract Documents and Order of Priority:

The following documents are incorporated by reference into and made a part of this Contract and are listed in the following order of precedence in the event of a conflict in their terms:

1. This Contract Document;
2. The General Conditions of Contract Between County and Contractor for Real Estate Legal Services (Attachment B) and the Mandatory Insurance Requirements (Attachment C);
3. The Specifications and Procedures for Real Estate Legal Services Contract (Attachment A); and

II. SCOPE OF WORK

- A. Upon the request of the Office of the County Attorney, the Contractor must perform all services and provide all goods in connection with real estate functions that will be described in a letter to be issued by the Office of the County Attorney to the Contractor requesting and describing the work to be performed (the "Work Request") and the property in question. The Work Request will also set forth the maximum compensation amounts for the work to be performed by the Contractor and the Contractor's abstractor. The Contractor must perform all work and provide all goods and services in accordance with the terms of the Work Request, and the Specifications and Procedures for Real Estate Legal Services Contract (Attachment A)..

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- B. The County makes no guarantee that the Contractor will receive any minimum number, or any, assignments under this Contract. Work will be assigned to the Contractor in accordance with Section 2., Schedule, Paragraph c. of Attachment A. Re-assignment of work to another contract attorney, if necessary, as determined by the Office of the County Attorney, will be accomplished in accordance with Section 2., Schedule, Paragraph d. of Attachment A.
- C. If the Contractor is a law firm of two or more attorneys, the attorney who submitted the proposal and was interviewed by the County (the “Responsible Attorney”) must perform all work requested by the County. The Office of the County Attorney, may, in its sole discretion, approve the substitution of another attorney of the firm in the event of extraordinary circumstances.

III. COMPENSATION

For all work requested by the Office of the County Attorney that is performed by the Contractor in a manner that is satisfactory to and accepted by the Office of the County Attorney, and upon the Office of the County Attorney’s receipt of an invoice from the Contractor in a form and format approved by the Office of the County Attorney, the Contractor will be compensated at the hourly rate of \$250.00 per hour for work performed by the Responsible Attorney and at the hourly rate of \$125.00 per hour for the work performed by the Responsible Attorney’s paralegal, legal assistant, or law clerk, subject to the maximum amount stated in the Work Request.

Reimbursement to the Contractor for abstractor fees are subject to the maximum amount stated in the Work Request for abstractor charges. Reimbursement for any costs incurred by the Contractor, including abstractor fees, in performing the work described in the Work Request, are reimbursable to the Contractor in accordance with Section 8., Cost Reimbursement of Attachment A.

In the event of extraordinary circumstances that result in the necessity of the Contractor or the Contractor’s abstractor to perform additional work that will result in a higher fee than the maximum amount stated in the Work Request, the Contractor must notify the Office of the County Attorney, in writing, as soon as the Contractor is aware of the circumstance or condition that will result in the higher fee. The Contractor’s written request must specify the reasons for the higher fee and the approximate amount of the increase. The Office of the County Attorney, upon being notified by the Contractor of the circumstances that will result in a higher fee, may, but is not required to, adjust the maximum compensation amount stated in the Work Request. If the higher fee is approved, the Office of the County Attorney will issue a notice in writing to the Contractor approving the higher fee.

The hourly rates and abstractor rates set forth in this Contract, including the Attachments, are set for a period of two (2) years following execution of this Contract. Price Increases may be approved by the Office of the County Attorney as set forth in Section 2., Schedule, Paragraph b. of Attachment A.

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IV. INVOICES

The Contractor must submit invoices to the Office of the County Attorney in accordance with the following schedule:

- a. At the time the title report is delivered to the County and after settlement has occurred; or
- b. Monthly, if settlement is delayed for more than ninety (90) days.

The Contractor's invoice, at a minimum must contain separate entries and details as to the nature of the task(s) performed, the person performing the task(s), and the time attributable to the task(s). The time increments are not to exceed 1/10th of an hour. At the end of the Contractor's invoice there must be a summary of the total time expended with the billing rate of each person performing the work and all other approved costs, including abstractor fees, with reasonable details included. The abstractor's bill must accompany the Contractor's invoice. The Contractor must submit separate invoices for each property and each invoice must state the name of the property owner and the name and number (if applicable) of the County's project. **THE CONTRACTOR MUST NOT INCLUDE CHARGES FOR ATTORNEY'S FEES, ABTRACTOR COSTS, OR OTHER COSTS ON THE SETTLEMENT SHEET.** The Contractor must abide by all other specifications regarding billing and cost reimbursements as described in Attachments A.

V. TERM

The term of this Contract, commences on the date of signature by the County Attorney. Either party may terminate this Contract upon providing thirty (30) days written notice to the other party. Work assignments issued under this Contract are at the discretion of the County Attorney and are contingent upon the appropriation and encumbrance of funds.

VI. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between County and Contractor for Real Estate Legal Services (the "General Conditions") are incorporated by reference into and made a part of this Contract as Attachment B. The Mandatory Insurance provisions which are incorporated by reference into and made a part of this Contract as Attachment C supercede the insurance requirements set forth in Paragraph 17., Insurance of Attachment B.

SIGNATURE PAGE TO FOLLOW

Attachment D

(CONTRACTOR)

MONTGOMERY COUNTY, MARYLAND

By: _____

Marc P. Hansen
County Attorney

Printed: _____

Title: _____

Date: _____

Date: _____