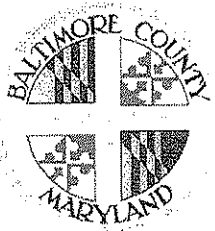


**MASTER AGREEMENT**

**BALTIMORE COUNTY, MARYLAND**  
**Office of Budget and Finance**



Document ID: **00000293**

Fiscal Year: 2009

Version: **3**      **Modification**

Buyer: **Dennis Owings**

Buyer Phone: **410-887-3243**

Effective Date: **03/26/09**      Expiration Date: **03/25/10**

Date Printed: **March 26, 2009**

Vendor ID: VC0000010011      Phone: 301-369-3401

Lighting Maintenance Inc

5193 Raynor Avenue

Linthicum

MD 21061

Document Description:      Field Lighting Construction

Approved by County Council:

Not to Exceed:              1927950.20

Reason for Modification:      Agreement Renewal

Supersedes Contract No. 43301 Contact: Hilary Yoder (301) 279-7373 x202 Approved by County Administrative Office on 03/26/08

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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1	98854	HOUR	50.000000	0.0000	\$ 0.00
Labor, equipment operator, field lighting, regular time (Mon. - Fri., 8:00 A.M. - 5:00 P.M.) as per specifications					
2	98854	HOUR	55.000000	0.0000	\$ 0.00
Labor, equipment operator, field lighting, overtime (Mon. - Fri., 5:00 P.M. - 8:00 A.M., weekends and holidays) as per specifications					
3	98854	HOUR	45.000000	0.0000	\$ 0.00
Labor, journeyman electrician, field lighting, regular time (Mon. - Fri., 8:00 A.M. - 5:00 P.M.) as per specifications					
4	98854	HOUR	55.000000	0.0000	\$ 0.00
Labor, journeyman electrician, field lighting, overtime (Mon. - Fri., 5:00 P.M. - 8:00 A.M., weekends and holidays) as per specifications					
5	98854	HOUR	24.000000	0.0000	\$ 0.00
Backhoe loader, field lighting, as per specifications					
6	98854	EACH	1000.000000	0.0000	\$ 0.00
Mobilization, backhoe loader, field lighting, as per specifications					
7	98854	EACH	510.000000	0.0000	\$ 0.00
Container, roll-off, 30 cubic yard, field lighting, including all labor, transportation and landfill charges, as per specifications					
8	98854	MULT	1.200000	0.0000	\$ 0.00
Materials, field lighting, cost x unit price multiplier (overhead and profit), incorporated in the work, as per specifications					
9	98854	LNFT	8.000000	0.0000	\$ 0.00
Trenching and backfilling, field lighting, all labor and equipment, 8" wide trench 24" depth, as per specifications					
10	98854	LNFT	9.000000	0.0000	\$ 0.00
Trenching and backfilling, field lighting, all labor and equipment, 16" wide trench 24" depth, as per specifications					
11	98854	LNFT	1.500000	0.0000	\$ 0.00
Duct, PVC, 3/4", field lighting, furnish and install, as per specifications					
12	98854	LNFT	1.500000	0.0000	\$ 0.00
Duct, PVC, 1", field lighting, furnish and install, as per specifications					
13	98854	LNFT	1.500000	0.0000	\$ 0.00
Duct, PVC, 1-1/4", field lighting, furnish and install, as per specifications					

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
14	98854	LNFT	2.000000	0.0000	\$ 0.00
Duct, PVC, 1-1/2", field lighting, furnish and install, as per specifications					
15	98854	LNFT	2.000000	0.0000	\$ 0.00
Duct, PVC, 2", field lighting, furnish and install, as per specifications					
16	98854	LNFT	2.250000	0.0000	\$ 0.00
Duct, PVC, 2-1/2", field lighting, furnish and install, as per specifications					
17	98854	LNFT	2.750000	0.0000	\$ 0.00
Duct, PVC, 3", field lighting, furnish and install, as per specifications					
18	98854	LNFT	4.000000	0.0000	\$ 0.00
Duct, PVC, 4", field lighting, furnish and install, as per specifications					
19	98854	EACH	500.000000	0.0000	\$ 0.00
Quazite handhole, 11" x 18" x 18", heavy duty, field lighting, furnish and install, as per specifications					
20	98854	EACH	625.000000	0.0000	\$ 0.00
Quazite handhole, 17" x 30" x 18", heavy duty, field lighting, furnish and install, as per specifications					
21	98854	EACH	1200.000000	0.0000	\$ 0.00
Quazite handhole, 24" x 36" x 30", heavy duty, field lighting, furnish and install, as per specifications					
22	98854	LNFT	10.000000	0.0000	\$ 0.00
Duct bank, two 4" conduits, without concrete, field lighting, furnish and install, as per specifications					
23	98854	LNFT	15.000000	0.0000	\$ 0.00
Duct bank, four 4" conduits, without concrete, field lighting, furnish and install, as per specifications					
24	98854	LNFT	25.000000	0.0000	\$ 0.00
Duct bank, six 4" conduits, without concrete, field lighting, furnish and install, as per specifications					
25	98854	CUYD	130.000000	0.0000	\$ 0.00
Concrete, 4000 PSI, field lighting, furnish and install, as per specifications					
26	98854	EACH	75.880000	0.0000	\$ 0.00
Heater, baseboard, 2", 500 W, field lighting, furnish and install, as per specifications					

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
27	98854	EACH	66.100000	0.0000	\$ 0.00
Exhaust fan, cabinet, field lighting, furnish and install, as per specifications					
28	98854	EACH	90.250000	0.0000	\$ 0.00
Light fixture, flourescent, two lamp strip, 4', field lighting, furnish and install, as per specifications					
29	98854	EACH	66.390000	0.0000	\$ 0.00
Thermostat, cabinet, field lighting, furnish and install, as per specifications					
30	98854	EACH	79.900000	0.0000	\$ 0.00
Groundrod, 3/4" x 10', field lighting, furnish and install, as per specifications					
31	98854	EACH	45.000000	0.0000	\$ 0.00
Grounding, exothermic welding, field lighting, as per specifications					
32	98854	EACH	20.000000	0.0000	\$ 0.00
Grounding, mechanical bolted connections, field lighting, as per specifications					
33	98854	LNFT	2.500000	0.0000	\$ 0.00
Ground conductor, #2 bare copper, field lighting, furnish and install, as per specifications					
34	98854	LNFT	2.750000	0.0000	\$ 0.00
Ground conductor, #1 bare copper, field lighting, furnish and install, as per specifications					
35	98854	LNFT	2.750000	0.0000	\$ 0.00
Ground conductor, #1/0 bare copper, field lighting, furnish and install, as per specifications					
36	98854	LNFT	0.120000	0.0000	\$ 0.00
Wire, #14THHN, solid copper, field lighting, furnish and install, as per specifications					
37	98854	LNFT	0.150000	0.0000	\$ 0.00
Wire, #12THHN, solid copper, field lighting, furnish and install, as per specifications					
38	98854	LNFT	0.410000	0.0000	\$ 0.00
Wire, #10THHN, solid copper, field lighting, furnish and install, as per specifications					
39	98854	LNFT	1.000000	0.0000	\$ 0.00
Wire, #8THHN, stranded copper, field lighting, furnish and install, as per specifications					

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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40	98854	LNFT	1.290000	0.0000	\$ 0.00
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Wire, #6THHN, stranded copper, field lighting, furnish and install, as per specifications

41	98854	LNFT	1.500000	0.0000	\$ 0.00
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Wire, #4THHN, stranded copper, field lighting, furnish and install, as per specifications

42	98854	LNFT	1.600000	0.0000	\$ 0.00
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Wire, #3THHN, stranded copper, field lighting, furnish and install, as per specifications

43	98854	LNFT	1.600000	0.0000	\$ 0.00
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Wire, #2THHN, stranded copper, field lighting, furnish and install, as per specifications

44	98854	LNFT	2.500000	0.0000	\$ 0.00
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Wire, #1THHN, stranded copper, field lighting, furnish and install, as per specifications

45	98854	LNFT	3.000000	0.0000	\$ 0.00
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Wire, #1/0THHN, stranded copper, field lighting, furnish and install, as per specifications

46	98854	LNFT	3.500000	0.0000	\$ 0.00
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Wire, #2/0THHN, stranded copper, field lighting, furnish and install, as per specifications

47	98854	LNFT	4.000000	0.0000	\$ 0.00
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Wire, #3/0THHN, stranded copper, field lighting, furnish and install, as per specifications

48	98854	LNFT	5.000000	0.0000	\$ 0.00
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Wire, #4/0THHN, stranded copper, field lighting, furnish and install, as per specifications

49	98854	LNFT	5.500000	0.0000	\$ 0.00
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Wire, #250KCMIL, THHN, stranded copper, field lighting, furnish and install, as per specifications

50	98854	LNFT	6.000000	0.0000	\$ 0.00
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Wire, #300KCMIL, THHN, stranded copper, field lighting, furnish and install, as per specifications

51	98854	LNFT	7.250000	0.0000	\$ 0.00
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Wire, #350KCMIL, THHN, stranded copper, field lighting, furnish and install, as per specifications

52	98854	LNFT	4.000000	0.0000	\$ 0.00
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Wire, #400KCMIL, THHN, stranded copper, field lighting, furnish and install, as per specifications

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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53	98854	LNFT	10.250000	0.0000	\$ 0.00
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Wire, #500KCMIL, THHN, stranded copper, field lighting, furnish and install, as per specifications

54	98854	LNFT	4.170000	0.0000	\$ 0.00
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Conduit, rigid, 3/4", field lighting, furnish and install, as per specifications

55	98854	LNFT	5.310000	0.0000	\$ 0.00
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Conduit, rigid, 1", field lighting, furnish and install, as per specifications

56	98854	LNFT	7.000000	0.0000	\$ 0.00
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Conduit, rigid, 1-1/2", field lighting, furnish and install, as per specifications

57	98854	LNFT	9.100000	0.0000	\$ 0.00
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Conduit, rigid, 2", field lighting, furnish and install, as per specifications

58	98854	LNFT	18.300000	0.0000	\$ 0.00
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Conduit, rigid, 3", field lighting, furnish and install, as per specifications

59	98854	LNFT	22.500000	0.0000	\$ 0.00
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Conduit, rigid, 3-1/2", field lighting, furnish and install, as per specifications

60	98854	LNFT	25.600000	0.0000	\$ 0.00
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Conduit, rigid, 4", field lighting, furnish and install, as per specifications

61	98854	LNFT	2.900000	0.0000	\$ 0.00
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Conduit, EMT, 3/4", field lighting, furnish and install, as per specifications

62	98854	LNFT	3.600000	0.0000	\$ 0.00
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Conduit, EMT, 1", field lighting, furnish and install, as per specifications

63	98854	LNFT	4.660000	0.0000	\$ 0.00
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Conduit, EMT, 1-1/2", field lighting, furnish and install, as per specifications

64	98854	LNFT	5.400000	0.0000	\$ 0.00
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Conduit, EMT, 2", field lighting, furnish and install, as per specifications

65	98854	LNFT	8.300000	0.0000	\$ 0.00
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Conduit, EMT, 3", field lighting, furnish and install, as per specifications

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
66	98854	LNFT	10.500000	0.0000	\$ 0.00
Conduit, EMT, 3-1/2", field lighting, furnish and install, as per specifications					
67	98854	LNFT	12.000000	0.0000	\$ 0.00
Conduit, EMT, 4", field lighting, furnish and install, as per specifications					
68	98854	LNFT	3.000000	0.0000	\$ 0.00
Conduit, FMC, 3/4", field lighting, furnish and install, as per specifications					
69	98854	LNFT	4.000000	0.0000	\$ 0.00
Conduit, FMC, 1", field lighting, furnish and install, as per specifications					
70	98854	LNFT	4.500000	0.0000	\$ 0.00
Conduit, FMC, 1-1/4", field lighting, furnish and install, as per specifications					
71	98854	LNFT	5.800000	0.0000	\$ 0.00
Conduit, FMC, 1-1/2", field lighting, furnish and install, as per specifications					
72	98854	LNFT	7.000000	0.0000	\$ 0.00
Conduit, FMC, 2", field lighting, furnish and install, as per specifications					
73	98854	EACH	1300.000000	0.0000	\$ 0.00
Cabinet, double door, NEMA 12, 54" x 42" x 8" deep, field lighting, furnish and install, as per specifications					
74	98854	EACH	1800.000000	0.0000	\$ 0.00
Cabinet, double door, NEMA 12, 60" x 60" x 10", deep, field lighting, furnish and install, as per specifications					
75	98854	EACH	2300.000000	0.0000	\$ 0.00
Cabinet, double door, NEMA 12, 72" x 72" x 12", deep, field lighting, furnish and install, as per specifications					
76	98854	EACH	165.000000	0.0000	\$ 0.00
Trough, wiring, 4" x 4" x 12', field lighting, furnish and install, as per specifications					
77	98854	EACH	165.000000	0.0000	\$ 0.00
Trough, wiring, 6" x 6" x 12', field lighting, furnish and install, as per specifications					
78	98854	EACH	450.000000	0.0000	\$ 0.00
Transformer, 240/480V PRIM/120/240V SEC 15KVA, single phase, field lighting, furnish and install, as per specifications					

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
79	98854	EACH	725.000000	0.0000	\$ 0.00
Transformer, 240/480V PRIM/120/240V SEC 7.5KVA, single phase, field lighting, furnish and install, as per specifications					
80	98854	EACH	2600.000000	0.0000	\$ 0.00
Transformer, 240/480V PRIM/120/240V SEC 37.5KVA, single phase, field lighting, furnish and install, as per specifications					
81	98854	EACH	940.000000	0.0000	\$ 0.00
Transformer, 480V PRIM/120/208V SEC 15KVA, three phase, field lighting, furnish and install, as per specifications					
82	98854	EACH	400.000000	0.0000	\$ 0.00
Circuit breaker, enclosed, 3 pole, NEMA 1, 100A, field lighting, furnish and install, as per specifications					
83	98854	EACH	920.000000	0.0000	\$ 0.00
Circuit breaker, enclosed, 3 pole, NEMA 1, 225A, field lighting, furnish and install, as per specifications					
84	98854	EACH	50.000000	0.0000	\$ 0.00
Wiring device, receptacle, 5-20R, GFI type, 125V, field lighting, furnish and install, as per specifications					
85	98854	EACH	30.000000	0.0000	\$ 0.00
Wiring device, switch, 20A-1P-125/277V, field lighting, furnish and install, as per specifications					
86	98854	EACH	200.000000	0.0000	\$ 0.00
Wiring device, key opp selector switch in WP enclosure, field lighting, furnish and install, as per specifications					
87	98854	EACH	250.000000	0.0000	\$ 0.00
Wiring device, push button, on-off switch, in WP enclosure, field lighting, furnish and install, as per specifications					
88	98854	EACH	250.000000	0.0000	\$ 0.00
Single pole, double throw, 24 hour dial switch, field lighting, furnish and install, as per specifications					
89	98854	EACH	60.000000	0.0000	\$ 0.00
Photo cell, field lighting, furnish and install, as per specifications					
90	98854	EACH	350.000000	0.0000	\$ 0.00
Socket, 200 amperer meter, field lighting, furnish and install, as per specifications					
91	98854	EACH	1200.000000	0.0000	\$ 0.00
Cabinet, C/T, and socket, 400 amperer meter, field lighting, furnish and install, as per specifications					

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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92	98854	EACH	175.000000	0.0000	\$ 0.00
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Load center, 100A, main lug, indoor, 12 circuits, 3 wire, field lighting, furnish and install, as per specifications

93	98854	EACH	400.000000	0.0000	\$ 0.00
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Load center, 100A, NQOD, main circuit, 20 circuits, 3 wire, field lighting, furnish and install, as per specifications

94	98854	EACH	800.000000	0.0000	\$ 0.00
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Load center, 225A, NQOD, main circuit, 30 circuits, 3 wire, field lighting, furnish and install, as per specifications

95	98854	EACH	7400.000000	0.0000	\$ 0.00
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Lighting panel, 225A, NF powerlink, MCB 120/208, 42 circuits, 4, field lighting, furnish and install, Square D Powerlink, Sky Logic, Musco, or approved equal, as per specifications

96	98854	EACH	10000.000000	0.0000	\$ 0.00
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Lighting panel, 225A, NF powerlink, MCB 277/480, 30 circuits, 4, field lighting, furnish and install, Square D Powerlink, Sky Logic, Musco, or approved equal, as per specifications

97	98854	EACH	10000.000000	0.0000	\$ 0.00
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Lighting panel, 400A, NF powerlink, MCB 277/480, 42 circuits, 4, field lighting, furnish and install, Square D Powerlink, Sky Logic, Musco, or approved equal, as per specifications

98	98854	EACH	8000.000000	0.0000	\$ 0.00
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Lighting panel, 400A, NF powerlink, MLO 277/480, 42 circuits, 4, field lighting, furnish and install, Square D Powerlink, Sky Logic, Musco, or approved equal, as per specifications

99	98854	EACH	1.000000	0.0000	\$ 0.00
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Power link panel board, programming and testing, field lighting, for Square D Powerlink, Sky Logic, Musco, or approved equal, as per specifications

100	98854	EACH	650.000000	0.0000	\$ 0.00
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Night light level measurements and report per field, field lighting, as per specifications

101	98854	EACH	565.000000	0.0000	\$ 0.00
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Fixture, 1000W MH, without pole, with full glare control, field lighting, furnish and install, as per specifications

102	98854	EACH	565.000000	0.0000	\$ 0.00
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Fixture, 1500W MH, without pole, with full glare control, field lighting, furnish and install, as per specifications

103	98854	EACH	3000.000000	0.0000	\$ 0.00
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Pole, 40', without concrete base, for tennis courts, field lighting, furnish and install, as per specifications

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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104 98854 EACH 4000.000000 0.0000 \$ 0.00

Pole, 50', without concrete base, for tennis courts, field lighting, furnish and install, as per specifications

105 98854 EACH 7100.000000 0.0000 \$ 0.00

Pole, 60', with six fixture platform, without concrete base, field lighting, furnish and install, as per specifications

106 98854 EACH 9100.000000 0.0000 \$ 0.00

Pole, 60', with twelve fixture platform, without concrete base, field lighting, furnish and install, as per specifications

107 98854 EACH 9000.000000 0.0000 \$ 0.00

Pole, 70', with six fixture platform, without concrete base, field lighting, furnish and install, as per specifications

108 98854 EACH 10700.000000 0.0000 \$ 0.00

Pole, 70', with twelve fixture platform, without concrete base, field lighting, furnish and install, as per specifications

109 98854 EACH 13000.000000 0.0000 \$ 0.00

Pole, 70', with eighteen fixture platform, without concrete base, field lighting, furnish and install, as per specifications

110 98854 EACH 10000.000000 0.0000 \$ 0.00

Pole, 80', with six fixture platform, without concrete base, field lighting, furnish and install, as per specifications

111 98854 EACH 12200.000000 0.0000 \$ 0.00

Pole, 80', with twelve fixture platform, without concrete base, field lighting, furnish and install, as per specifications

112 98854 EACH 14000.000000 0.0000 \$ 0.00

Pole, 80', with eighteen fixture platform, without concrete base, field lighting, furnish and install, as per specifications

113 98854 EACH 13500.000000 0.0000 \$ 0.00

Pole, 90', with twelve fixture platform, without concrete base, field lighting, furnish and install, as per specifications

114 98854 EACH 16200.000000 0.0000 \$ 0.00

Pole, 90', with eighteen fixture platform, without concrete base, field lighting, furnish and install, as per specifications

115 98854 EACH 15000.000000 0.0000 \$ 0.00

Pole, 100', with twelve fixture platform, without concrete base, field lighting, furnish and install, as per specifications

116 98854 EACH 18200.000000 0.0000 \$ 0.00

Pole, 100', with eighteen fixture platform, without concrete base, field lighting, furnish and install, as per specifications

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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117 98854 EACH 21400.000000 0.0000 \$ 0.00  
Pole, 100', with twenty-four fixture platform, without concrete base, field lighting, furnish and install, as per specifications

118 98854 EACH 500.000000 0.0000 \$ 0.00  
Bracket, mounting, for two fixtures, for 20', 30', 35', and 40' pole, field lighting, furnish and install, as per specifications

119 98854 EACH 500.000000 0.0000 \$ 0.00  
Bracket, mounting, for three fixtures, for 20', 30', 35', and 40' pole, field lighting, furnish and install, as per specifications

120 98854 EACH 500.000000 0.0000 \$ 0.00  
Bracket, mounting, for four fixtures, for 20', 30', 35', and 40' pole, field lighting, furnish and install, as per specifications

121 98854 HOUR 250.000000 0.0000 \$ 0.00  
Crane, 30 ton, field lighting, as per specifications

122 98854 EACH 2000.000000 0.0000 \$ 0.00  
Mobilization, 30 ton crane, field lighting, as per specifications

123 98854 HOUR 250.000000 0.0000 \$ 0.00  
Crane, 60 ton, field lighting, as per specifications

124 98854 EACH 2000.000000 0.0000 \$ 0.00  
Mobilization, 60 ton crane, field lighting, as per specifications

125 98854 HOUR 20.000000 0.0000 \$ 0.00  
Burning, rig, field lighting, as per specifications

126 98854 EACH 25.000000 0.0000 \$ 0.00  
Mobilization, burning rig, field lighting, as per specifications

127 98854 MULT 1.000000 0.0000 \$ 0.00  
Boring equipment, "Rental Rate Blue Book for Construction Equipment, Volume 2", latest edition, field lighting, as per specifications

128 98854 EACH 1000.000000 0.0000 \$ 0.00  
Mobilization, boring, field lighting, as per specifications

129 98854 SQFT 0.250000 0.0000 \$ 0.00  
Grounds restoration, seeding and mulching, field lighting, as per specifications

Renewal Period No:	2	Renewal Begin Date:	03/26/10	Renewal End Date:	03/25/11
Renewal Period No:	3	Renewal Begin Date:	03/26/11	Renewal End Date:	03/25/12
Renewal Period No:	4	Renewal Begin Date:	03/26/12	Renewal End Date:	03/25/13

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
  2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
  3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
  4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
  5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
  6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
  7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
  8. 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, hold harmless, and defend the County from all such claims, suits, or demands.
  9. Discrimination Prohibited: 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 discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
  10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
  11. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
  12. Material Safety Data Sheet: If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet (MSDS) must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
  13. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene). Additionally, any materials used in packing to cushion, protect and ship are to be made of recycled, recyclable or biodegradable materials.
  14. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. 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 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. The contractor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.
  15. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part; 2) To suspend the contractor's authority to receive any undisbursed funds; and/or 3) 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 or any covenant, term or condition set forth in the contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered 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.
  16. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs 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 the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs 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 agreement.
17. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials and in doing so the contractor shall allow the County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.
  18. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved  
 By: Deborah Preecher  
 Director of Budget and Finance  
 or Director's designee

Baltimore County, Maryland  
 By: \_\_\_\_\_  
 County Administrative Officer

Reviewed for Legal Sufficiency  
 (based upon typeset document)  
 By: \_\_\_\_\_  
 Baltimore County Office of Law  
 (approval does not convey approval or disapproval of substantive nature of the transaction)