Howard County, Maryland OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

COSSENTINO CONTRACTING CO INC 8505 CONTRACTORS ROAD BALTIMORE MD 21237 USA

PREVIEW

Page: 1 / 7 Contract Number: 4400003628

Service Contract

Contract Number: 4400003628

Vendor Number: 1101458

Date:

07/17/2018

Contract Term:

07/19/2018 to 07/18/2019

Header Target:

\$2,000,000.00

Ceiling Value:

11,051,262.50 Over 5 Years

Buyer:

Robert Bowins

Telephone:

410-313-6375

Fax Number:

410-313-6388

Email:

rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2018-52 and Agreement CA 036-2018, On-Call Water and Sewer Construction

Performance and Payment Bond No. 100397153

This is a multiple award contract and represents one of four awarded contracts.

This contract is for more than one year, but is a requirements-type contract that does not require the payment of funds from appropriations of a later fiscal year.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/19/2018 to 07/18/2019 with 4 one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Michael Abbott, 410-574-5800, mabbott@cossentino.net

Agency Contact: Daniel Davis, Bureau of Engineering - Utility Design, 410-313-6123,



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OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

ddaniel@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price	
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1 HR	1.00 USD	
	rial Text: truction, On-Call V	Vater and Sewer, Project Manager/Estim	ator/Superinte	ndent	
2	91345	Construction, SHA Cert. Traf. Cnti Mger	1		
		Price(Contract/Bid)	1 HR	36.50 USD	
	rial Text: truction, On-Call V	Vater and Sewer, SHA Certified Traffic Co	ontrol Manage	er	
3	91345	Construction, Foreman Price(Contract/Bid)	1 HR	87.50 USD	
	rial Text: truction, On-Call V	Vater and Sewer, Foreman			
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1 HR	57.50 USD	
	rial Text: truction, On-Call V	Vater and Sewer, Backhoe Operator			
5	91345	Construction, Truck Driver Price(Contract/Bid)	1 HR	37.50 USD	
	rial Text: truction, On-Call V	Vater and Sewer, Truck Driver			
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1 HR	47.50 USD	
	rial Text: truction, On-Call V	Vater and Sewer, Laborer 1			
	91345	Construction, Laborer 2			



Page: 3 / 7 Contract Number: 4400003628

OFFICE OF PURCHASING

	NIGP Code	Description	Unit	Price	1 7
	erial Text:				
Con	struction, On-Ca	all Water and Sewer, Laborer 2			
8	91345	Construction, Laborer 3			
		Price(Contract/Bid)	1 HR	37.50 USD	
	erial Text:				
Con	struction, On-Ca	all Water and Sewer, Laborer 3			
9	91345	Construction, Mobilization, LS, per J	ob		
		Price(Contract/Bid)	1 EA	4,000.00 USD	
	erial Text:				
Con	struction, On-Ca	all Water and Sewer, Mobilization, Lump Sum C	nly, Per	Job	
10	91345	Construction, Cpcty Pck-up Trck, 3/4	ton		
		Price(Contract/Bid)	1 HR	20.00 USD	
	erial Text: struction, On-Ca	all Water and Sewer, Capacity Pick Up Truck, 3	/4 Ton Ca	apacity.	
11	91345				
1.1	91343	Construction, Dump Trck, 8 Cubic Yo	ds		
11	91343	Construction, Dump Trck, 8 Gubic Yo	ds 1 HR	40.00 USD	
Mate	erial Text:	Price(Contract/Bid)	1 HR	40.00 USD	
	erial Text:	· · · · · · · · · · · · · · · · · · ·	1 HR	40.00 USD	
Mate Con	erial Text:	Price(Contract/Bid)	1 HR	40.00 USD	
Mate	erial Text: struction, On-Ca	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar	1 HR	40.00 USD	
Mate Con 12 Mate	erial Text: struction, On-Ca 91345 erial Text:	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader Price(Contract/Bid)	1 HR ds.	40.00 USD	
Mate Con 12 Mate	erial Text: struction, On-Ca 91345 erial Text:	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader	1 HR ds.	40.00 USD	
Mate Con 12 Mate Con	erial Text: struction, On-Ca 91345 erial Text:	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader Price(Contract/Bid) all Water and Sewer, Backhoe/Loader, Rubber	1 HR ds.	40.00 USD	
Mate Con 12 Mate Con	erial Text: struction, On-Ca 91345 erial Text: struction, On-Ca	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader Price(Contract/Bid)	1 HR ds.	40.00 USD	
Mate Con 12 Mate Con 13	erial Text: struction, On-Ca 91345 erial Text: struction, On-Ca 91345 erial Text:	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader Price(Contract/Bid) all Water and Sewer, Backhoe/Loader, Rubber Construction, Trench Sheild	1 HR ds. 1 HR Fired, 1C	40.00 USD Y, 60 HP, 17 ft Reach. 5.00 USD	
Mate Con 12 Mate Con 13	erial Text: struction, On-Ca 91345 erial Text: struction, On-Ca 91345 erial Text:	Price(Contract/Bid) all Water and Sewer, Dump Truck , 8 Cubic Yar Construction, Backhoe/Loader Price(Contract/Bid) all Water and Sewer, Backhoe/Loader, Rubber Construction, Trench Sheild Price(Contract/Bid)	1 HR ds. 1 HR Fired, 1C	40.00 USD Y, 60 HP, 17 ft Reach. 5.00 USD	



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OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370

Tax Exemption No. 30001219

ltem	NIGP Code	Description	Unit	Price
	rial Text: truction, On-Call W	/ater and Sewer, Tamper (suitable for hy	draulic attachm	nent to Backhoe/Loader).
00110	ardonom, on oan vi	ration and content, rumper (editable let my	<u></u>	,
15	91345	Construction, Wtr Mn Tapping Ma	chine	
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: truction, On-Call W	ater and Sewer, Water Main Tapping Ma	achine, 3/4 inch	n to 1 inch
16	91345	Construction, Air Missile		
		Price(Contract/Bid)	1 HR	2.00 USD
	rial Text: truction, On-Call W	/ater and Sewer, Air Missile, minimum 2	inch.	
17	91345	Construction, Sewer Manhole Cor Mchne	re	
		Price(Contract/Bid)	1 HR	5.00 USD
	rial Text: truction, On-Call W	/ater and Sewer, Sewer Manhole Core M	lachine, 4,6, ar	nd 8 inch Capacity.
18	91345	Construction, Road Saw		
		Price(Contract/Bid)	1 HR	5.00 USD
	rial Text: truction, On-Call W	/ater and Sewer, Self Propelled Road Sa	w for Concrete	e / Asphalt.
19	91345	Construction, Rock Drill		
		Price(Contract/Bid)	1 HR	55.00 USD
	rial Text: struction, On-Call W	later and Sewer, Rock Drill, 2 inch Bit		
20	91345	Construction, Air Compressor (12 CFM)	5	
		Price(Contract/Bid)	1 HR	15.00 USD
	rial Text: struction, On-Call W	/ater and Sewer, Air Compressor (125 C	FM).	
21	91345	Construction, Directional Drilling		
	5 15 15			



27 91345

Material Text:

Howard County, Maryland

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OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370

Tax Exemption No. 30001219

ltem	NIGP Code	Description	Unit	Price	
		Price(Contract/Bid)	1 HR	55.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Directional Drilling Un	nit. services up to	2 inch.	
		· · · · · · · · · · · · · · · · · · ·	i i i i i i i i i i i i i i i i i i i		
22	91345	Construction, Steel Plate	4 UD	5.00 LIOD	
Nata	wiel Teat	Price(Contract/Bid)	1 HR	5.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Steel			
		size 8' X 6' X 3/4".			
	, i j 11	1 (c)			
23	91345	Construction, Hydrlc Rock Brea			
		Price(Contract/Bid)	1 HR	20.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Hydraulic Rock Break	er - Backhoe atts	ached (suitable for	
	khoe/Loader).	ii Water and Gewer, Hydradiie Rook Break	co - Backine atte	derica (Sultable for	
24	91345	Const. Crawler Mntd. Hydra Exc			
		Price(Contract/Bid)	1 HR	140.00 USD	
	erial Text:	ll Water and Sewer, Crawler Mounted (tra	ok) Hydraulia Eve	povetor 66 000 lba C	`anaoitu
JUI 1.	struction, On-Ga	ii water and Sewer, Crawler Mounted (tra-	ck) Hydraulic Ext	cavalor, 66,000 lbs C	capacity.
25	91345	Construction, Material Mark-Up			
		Price(Contract/Bid)	1 EA	0.10 USD	
	erial Text:				
		Il Water and Sewer, Materials Mark-Up (S		ragraph 20). In no c	ase shall
uie (John actor's Man	k-up percentage for materials exceed 10%	6.		
26	91345	Construction, Subcontractor Ma	rk-Up		
		Price(Contract/Bid)	1 EA	0.10 USD	
	erial Text:	,			
		Il Water and Sewer, Subcontractor Mark-L		A, Paragraph 21). In	no case
snal	the Contractor I	Mark-up percentage for subcontracted wo	ork exceed 15%.		

Const. Performance and Payment Bond

Price(Contract/Bid) 1 EA

0.02 USD



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OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

ItemNIGP CodeDescriptionUnitPriceConstruction, On-Call Water and Sewer, Performance and Payment Bond (See Section A, Paragraph 22). In no case shall the Contractor Mark-up percentage for Performance and Payment Bonds exceed 2%.2891345Construction, Defined Scope Price(Contract/Bid)1 EA1.00 USD

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

- 1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
- 2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
- 3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
- 4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
- 5. The Contractor must supply actual goods and services ordered at the Contract price.
- 6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;
- b. Address:
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- 9. Termination
- a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any



OFFICE OF PURCHASING

Page: 7 / 7 Contract Number: 4400003628

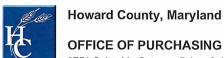
6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

- 10. Remedies for Default
- a. The County shall have the right upon the happening of any default, without providing notice to the Contractor;
- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 11. Remedies Cumulative and Concurrent

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

1. 1. H.f horized Signature



6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

HIGHLAND TURF INC DBA HTI CONTRACTORS 4539 SYKESVILLE ROAD FINKSBURG MD 21048

PREVIEW

Page: 1 / 7 Contract Number: 4400003631

Service Contract

Contract Number: 4400003631

Vendor Number: 1102757

Date: 07/20/2018

Contract Term: 07/19/2018 to 07/18/2019

Header Target: \$2,000,000.00

Ceiling Value: 11,051,262.50 Over 5 Years

Buyer: Robert Bowins Telephone: 410-313-6375 Fax Number: 410-313-6388

Email: rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination **Payment Terms:** Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2018-52 and Agreement CA 034-2018, On-Call Water and Sewer Construction

Performance Bond No MDC53550 and Payment Bond No. NVA1432.

This is a multiple award contract and represents one of four awarded contracts.

This contract is for more than one year, but is a requirements-type contract that does not require the payment of funds from appropriations of a later fiscal year.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/19/2018 to 07/18/2019 with 4 one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: JB McNichol, 410-781-0155, jbmcnichol@hticontractors.net



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OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

Agency Contact: Daniel Davis, Bureau of Engineering - Utility Design, 410-313-6123, ddaniel@howardcountymd.gov

Item	NIGP Code	Description		Unit	Price		
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1	HR	40.00 USD		
	rial Text: truction, On-Call Water	and Sewer, Project Manager/Estimato	or/S	uperintend	ent		
2	91345	Construction, SHA Cert. Traf. Cntrl Mger					
		Price(Contract/Bid)	1	HR	1.00 USD		
	rial Text: truction, On-Call Water	and Sewer, SHA Certified Traffic Cont	rol	Manager			
3	91345	Construction, Foreman Price(Contract/Bid)	1	HR	85.00 USD		
	rial Text: struction, On-Call Water	and Sewer, Foreman					
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1	HR	65.00 USD		
	rial Text: struction, On-Call Water	and Sewer, Backhoe Operator					
5	91345	Construction, Truck Driver Price(Contract/Bid)	1	HR	40.00 USD		
	rial Text: struction, On-Call Water	and Sewer, Truck Driver					
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1	HR	32.00 USD		
	Material Text: Construction, On-Call Water and Sewer, Laborer 1						
7	91345	Construction, Laborer 2					



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Item	NIGP Code	Description	Unit Price
		Price(Contract/Bid)	1 HR 32.00 USD
	rial Text:		
Cons	truction, On-Cal	ll Water and Sewer, Laborer 2	
8	91345	Construction, Laborer 3	
		Price(Contract/Bid)	1 HR 32.00 USD
Mate	rial Text:		
Cons	truction, On-Cal	ll Water and Sewer, Laborer 3	
9	91345	Construction, Mobilization, LS, pe	er Job
		Price(Contract/Bid)	1 EA 750.00 USD
Mate	rial Text:		
Cons	truction, On-Cal	ll Water and Sewer, Mobilization, Lump Sui	m Only, Per Job
10	91345	Construction, Cpcty Pck-up Trck,	, 3/4ton
		Price(Contract/Bid)	1 HR 1.00 USD
	rial Text:	r de la companya de	
Cons	truction, On-Cal	Water and Sewer, Capacity Pick Up Truc	k, 3/4 Ton Capacity.
11	91345	Construction, Dump Trck, 8 Cubi	c Yds
		Price(Contract/Bid)	1 HR 20.00 USD
Mate	rial Text:		
Cons	truction, On-Cal	Water and Sewer, Dump Truck , 8 Cubic	Yards.
12	91345	Construction, Backhoe/Loader	
		Price(Contract/Bid)	1 HR 40.00 USD
Mate	rial Text:		
Cons	truction, On-Cal	Water and Sewer, Backhoe/Loader, Rubb	per Tired, 1CY, 60 HP, 17 ft Reach.
13	91345	Construction, Trench Sheild	
		Price(Contract/Bid)	1 HR 1.00 USD
Mate	rial Text:	,	
Cons	truction, On-Cal	l Water and Sewer, Trench Shield (Box), 6	'X8', 4-inch Double Wall.
14	91345	Construction, Tamper	
		constitution, rumpor	



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tem	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	1.00 USD
Mate Cons	rial Text: truction, On-Call W	/ater and Sewer, Tamper (suitable for hy	/draulic attachm	nent to Backhoe/Loader).
15	91345	Construction, Wtr Mn Tapping Ma	achine	
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: truction, On-Call W	/ater and Sewer, Water Main Tapping M	lachine, 3/4 inch	n to 1 inch
16	91345	Construction, Air Missile		
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: truction, On-Call W	ater and Sewer, Air Missile, minimum 2	inch.	
17	91345	Construction, Sewer Manhole Co	ore	
		Price(Contract/Bid)	1 HR	1.00 USD
Mate Cons	rial Text: truction, On-Call V	√ater and Sewer, Sewer Manhole Core №	Machine, 4,6, ar	nd 8 inch Capacity.
18	91345	Construction, Road Saw		
		Price(Contract/Bid)	1 HR	10.00 USD
	rial Text: truction, On-Call V	Vater and Sewer, Self Propelled Road S	aw for Concrete	e / Asphalt.
19	91345	Construction, Rock Drill		
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: truction, On-Call V	Vater and Sewer, Rock Drill, 2 inch Bit		
20	91345	Construction, Air Compressor (1: CFM)	25	
		Price(Contract/Bid)	1 HR	20.00 USD
	rial Text: truction, On-Call V	Vater and Sewer, Air Compressor (125 0	CFM).	



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item	NIGP Code	Description	Unit	Price	
 21	91345	Construction, Directional Drilling	9		- 1 15 3
		Price(Contract/Bid)	1 HR	75.00 USD	
Mate	erial Text:				
Cons	struction, On-Call	Water and Sewer, Directional Drilling Un	nit, services up to	2 inch.	
22	91345	Construction, Steel Plate			
		Price(Contract/Bid)	1 HR	1.00 USD	
Cons	rial Text: struction, On-Call es (2), minimum s	Water and Sewer, Steel ize 8' X 6' X 3/4".			
23	91345	Construction, Hydrlc Rock Brea	kor		
_0	31040		1 HR	15.00 LICD	
\/oto	rial Text:	Price(Contract/Bid)	INK	15.00 USD	
Cons		Water and Sewer, Hydraulic Rock Break	ker - Backhoe att	ached (suitable for	
24	91345	Const. Crawler Mntd. Hydra Exc	cavator		
		Price(Contract/Bid)	1 HR	60.00 USD	
Mate	rial Text:	9.45 A.E. 10 C.A.		712	
Cons	struction, On-Call	Water and Sewer, Crawler Mounted (trac	ck) Hydraulic Ex	cavator, 66,000 lbs	Capacity.
25	91345	Construction, Material Mark-Up			
		Price(Contract/Bid)	1 EA	0.10 USD	
Cons		Water and Sewer, Materials Mark-Up (Soup percentage for materials exceed 10%)		aragraph 20). In no	case shall
26	91345	Construction, Subcontractor Ma	rk-l In		
_0	01010	Price(Contract/Bid)	1 EA	0.15 USD	
	rial Text:	Trice(Contract/Bid)	I LA	0.15 05D	
Mate					
Cons	truction, On-Call	Water and Sewer, Subcontractor Mark-L ark-up percentage for subcontracted wo		A, Paragraph 21). I	n no case
Cons	truction, On-Call		ork exceed 15%.	A, Paragraph 21). I	n no case



OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219 Page: 6 / 7 Contract Number: 4400003631

Item	NIGP Code	Description	Unit	Price
Con		and Sewer, Performance and Payment Mark-up percentage for Performance a		
28	91345	Construction, Defined Scope Price(Contract/Bid)	1 EA	1.00 USD

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

- 1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
- 2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
- 3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
- 4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
- 5. The Contractor must supply actual goods and services ordered at the Contract price.
- 6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- 9. Termination
- a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination



OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219 Page: 7 / 7 Contract Number: 4400003631

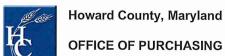
of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

- 10. Remedies for Default
- a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:
- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 11. Remedies Cumulative and Concurrent

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

ver Mt no

horized Signature



6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

UTILITIES UNLIMITED INC 1771 UNDERWOOD RD SYKESVILLE MD 21784 USA

PREVIEW

Page: 1 / 7 Contract Number: 4400003632

Service Contract

Contract Number: 4400003632

Vendor Number: 1106367

Date:

07/20/2018

Contract Term:

07/19/2018 to 07/18/2019

Header Target:

\$2,000,000,00

Ceiling Value:

11,051,262.50 Over 5 Years

Buyer:

Robert Bowins

Telephone:

410-313-6375

Fax Number:

410-313-6388

Email:

rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2018-52 and Agreement CA 035-2018, On-Call Water and Sewer Construction

Performance and Payment Bond No. B1200513

This is a multiple award contract and represents one of four awarded contracts.

This contract is for more than one year, but is a requirements-type contract that does not require the payment of funds from appropriations of a later fiscal year.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/19/2018 to 07/18/2019 with 4 one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Andrew Farina, 410-442-1770, andrew@utilitiesunlimitedinc.com Agency Contact: Daniel Davis, Bureau of Engineering - Utility Design, 410-313-6123,



Page: 2 / 7 Contract Number: 4400003632

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

ddaniel@howardcountymd.gov

Item	NIGP Code	Description		Unit	Price		
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1	HR	75.00 USD		
	rial Text: truction, On-Call Water a	and Sewer, Project Manager/Estimator	/S	Superintende	ent		
2	91345	Construction, SHA Cert. Traf. Cntrl Mger					
		Price(Contract/Bid)	1	HR	75.00 USD		
	rial Text: truction, On-Call Water a	and Sewer, SHA Certified Traffic Contro	ol	Manager			
3	91345	Construction, Foreman Price(Contract/Bid)	1	HR	110.00 USD		
	rial Text: truction, On-Call Water a	and Sewer, Foreman					
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1	HR	59.00 USD		
	rial Text: truction, On-Call Water a	and Sewer, Backhoe Operator					
5	91345	Construction, Truck Driver Price(Contract/Bid)	1	HR	63.00 USD		
	Material Text: Construction, On-Call Water and Sewer, Truck Driver						
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1	HR	39.00 USD		
	rial Text: truction, On-Call Water	,					
7	91345	Construction, Laborer 2 Price(Contract/Bid)	1	HR	39.00 USD		



Page: 3 / 7 Contract Number: 4400003632

OFFICE OF PURCHASING

Item	NIGP Code	Description	Unit	Price	get e
	erial Text:				ř.,
Con	struction, On-Ca	II Water and Sewer, Laborer 2			
8	91345	Construction, Laborer 3			
		Price(Contract/Bid)	1 HR	39.00 USD	
	erial Text: struction, On-Ca	II Water and Sewer, Laborer 3			
	,				
9	91345	Construction, Mobilization, LS, per Jo			
N / - 4 -	mial Tarete	Price(Contract/Bid)	1 EA	5,000.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Mobilization, Lump Sum O	nly, Per Job		
10	91345	Construction, Cpcty Pck-up Trck, 3/4	ton		
		Price(Contract/Bid)	1 HR	1.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Capacity Pick Up Truck, 3,	/4 Ton Capac	ity.	
11	91345	Construction, Dump Trck, 8 Cubic Yo	ds		
		Price(Contract/Bid)	1 HR	20.00 USD	
	erial Text:	II Water and Sewer, Dump Truck , 8 Cubic Yan	do		
COII	struction, On-Ca	iii watei and Sewer, bump Truck , o Cubic Tan	us.		
12	91345	Construction, Backhoe/Loader			
		Price(Contract/Bid)	1 HR	20.00 USD	
	erial Text: struction, On-Ca	II Water and Sewer, Backhoe/Loader, Rubber ⁻	Tired, 1CY, 60) HP, 17 ft Reach	
13	91345	Construction, Trench Sheild			
		Price(Contract/Bid)	1 HR	2.00 USD	
	erial Text: struction, On-Ca	ll Water and Sewer, Trench Shield (Box), 6'X8'	, 4-inch Doub	le Wall.	
1.4	04045	Construction Terror			
14	91345	Construction, Tamper Price(Contract/Bid)	1 HR	5.00 USD	



Page: 4 / 7 Contract Number: 4400003632

OFFICE OF PURCHASING

Item	NIGP Code	Description	ι	Unit	Price			
	Material Text: Construction, On-Call Water and Sewer, Tamper (suitable for hydraulic attachment to Backhoe/Loader).							
15	91345	Construction, Wtr Mn Tapping Machi Price(Contract/Bid)	ne 1 F	HR	2.00 USD			
	rial Text: truction, On-Call Water	and Sewer, Water Main Tapping Mach	ine,	3/4 inch t	o 1 inch			
16	91345	Construction, Air Missile Price(Contract/Bid)	1 F	HR	2.00 USD			
	rial Text: truction, On-Call Water	and Sewer, Air Missile, minimum 2 inc	h.					
17	91345	Construction, Sewer Manhole Core Mchne						
	rial Text: truction, On-Call Water	Price(Contract/Bid) and Sewer, Sewer Manhole Core Mac	1 H hine,	-	2.00 USD 8 inch Capacity.			
18	91345	Construction, Road Saw Price(Contract/Bid)	1 F	HR	20.00 USD			
	rial Text: truction, On-Call Water	and Sewer, Self Propelled Road Saw f	or C	Concrete /	Asphalt.			
19	91345	Construction, Rock Drill Price(Contract/Bid)	1 H	HR	6.00 USD			
	rial Text: truction, On-Call Water	and Sewer, Rock Drill, 2 inch Bit						
20 .	91345	Construction, Air Compressor (125 CFM)						
	rial Text: truction, On-Call Water	Price(Contract/Bid) and Sewer, Air Compressor (125 CFM	1 H).	HR	5.00 USD			
21	91345	Construction, Directional Drilling						



Material Text:

Howard County, Maryland

Page: 5 / 7 Contract Number: 4400003632

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

Item NIGP Code	Description	Unit	Price	
Material Text:	Price(Contract/Bid)	1 HR	160.00 USD	- 15 m
Construction, On-C	all Water and Sewer, Directional Drilling Un	nit, services up to	2 inch.	
22 91345	Construction, Steel Plate			
	Price(Contract/Bid)	1 HR	2.00 USD	
	call Water and Sewer, Steel n size 8' X 6' X 3/4".			
23 91345	Construction, Hydrlc Rock Brea	ker		
	Price(Contract/Bid)	1 HR	50.00 USD	
Material Text: Construction, On-C Backhoe/Loader).	all Water and Sewer, Hydraulic Rock Break	ker - Backhoe att	ached (suitable for	
24 91345	Const. Crawler Mntd. Hydra Exc	cavator		
	Price(Contract/Bid)	1 HR	65.00 USD	
Material Text: Construction, On-C	all Water and Sewer, Crawler Mounted (tra	ck) Hydraulic Ex	cavator, 66,000 lbs C	apacity.
25 91345	Construction, Material Mark-Up			
	Price(Contract/Bid)	1 EA	0.07 USD	
	call Water and Sewer, Materials Mark-Up (S ark-up percentage for materials exceed 10%		aragraph 20). In no c	ase shall
26 91345	Construction, Subcontractor Ma	rk-Up		
	Price(Contract/Bid)	1 EA	0.05 USD	
Material Text: Construction, On-C shall the Contracto	all Water and Sewer, Subcontractor Mark-L r Mark-up percentage for subcontracted wo	Jp (See Section ork exceed 15%.	A, Paragraph 21). In	no case
27 91345	Const. Performance and Payme	ont Bond		
21 31040	Const. Ferrormance and Payme	in Bond		

Price(Contract/Bid)

1 EA

0.02 USD



Material Text:

Howard County, Maryland

Page: 6 / 7 Contract Number: 4400003632

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

ItemNIGP CodeDescriptionUnitPriceConstruction, On-Call Water and Sewer, Performance and Payment Bond (See Section A, Paragraph 22). In no case shall the Contractor Mark-up percentage for Performance and Payment Bonds exceed 2%.2891345Construction, Defined Scope
Price(Contract/Bid)1 EA1.00 USD

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

Construction, On-Call Water and Sewer, Defined Scope

- 1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
- 2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
- 3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
- 4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
- 5. The Contractor must supply actual goods and services ordered at the Contract price.
- 6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;
- b. Address:
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- 9. Termination
- a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the



OFFICE OF PURCHASING

Page: 7 / 7 Contract Number: 4400003632

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

- 10. Remedies for Default
- a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:
- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 11. Remedies Cumulative and Concurrent

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

P. P. H. horized Signature

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Howard County, Maryland OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

W. F. WILSON & SONS, INC. 6586 MEADOWRIDGE ROAD ELKRIDGE MD 21075 USA

PREVIEW

Page: 1 / 7 Contract Number: 4400003630

Service Contract

Contract Number: 4400003630

Vendor Number: 1106510

Date:

07/19/2018

Contract Term:

07/19/2018 to 07/18/2019

Header Target:

\$2,000,000.00

Ceiling Value:

11,051,262.50 Over 5 Years

Buyer:

Robert Bowins

Telephone:

410-313-6375

Fax Number:

410-313-6388

Email:

rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2018-52 and Agreement CA037-2018, On-Call Water and Sewer Construction

Performance and Payment Bond No. 30041064

This is a multiple award contract and represents one of four awarded contracts.

This contract is for more than one year, but is a requirements-type contract that does not require the payment of funds from appropriations of a later fiscal year.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/19/2018 to 07/18/2019 with 4 one-year renewal options.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

This contract contains an EBO subcontracting goal. Based on the EBO Schedule of Participation submitted to the County, the subcontracting goal on this contract is 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Name: James Thompson, 443-755-8720, jthompson@wfwilson.net Agency Contact: Daniel Davis, Bureau of Engineering - Utility Design, 410-313-6123,



Page: 2 / 7 Contract Number: 4400003630

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

ddaniel@howardcountymd.gov

ltem	NIGP Code	Description		Unit	Price	
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1	HR	141.75 USD	
	rial Text: truction, On-Call W	ater and Sewer, Project Manager/Estima	itor/Su	uperinter	ndent	
2	91345	Construction, SHA Cert. Traf. Cntrl Mger				
		Price(Contract/Bid)	1	HR	105.00 USD	
	rial Text: truction, On-Call W	ater and Sewer, SHA Certified Traffic Co	ntrol l	Manage	r	
3	91345	Construction, Foreman Price(Contract/Bid)	1	HR	102.25 USD	
	rial Text: truction, On-Call W	ater and Sewer, Foreman				
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1	HR	49.50 USD	
	rial Text: truction, On-Call W	/ater and Sewer, Backhoe Operator				
5	91345	Construction, Truck Driver Price(Contract/Bid)	1	HR	49.75 USD	
	rial Text: truction, On-Call W	later and Sewer, Truck Driver				
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1	HR	40.50 USD	
	rial Text: truction, On-Call W	/ater and Sewer, Laborer 1				
7	91345	Construction, Laborer 2 Price(Contract/Bid)	4	HR	40.50 USD	



Page: 3 / 7 Contract Number: 4400003630

OFFICE OF PURCHASING

	NIGP Code	Description	Unit	Price	-1 1
	erial Text:				
Con	struction, On-Ca	ll Water and Sewer, Laborer 2			
8	91345	Construction, Laborer 3			
		Price(Contract/Bid)	1 HR	40.50 USD	
	erial Text:	III Water and Owner Labour 0			
Jon	struction, On-Ca	Il Water and Sewer, Laborer 3			
9	91345	Construction, Mobilization, LS, per	Job		
		Price(Contract/Bid)	1 EA	3,200.00 USD	
	erial Text:	II Water and Course Makilination I was Course	O-1 D 1-1		
ווסכ	struction, On-Ca	ll Water and Sewer, Mobilization, Lump Sum (Only, Per Job		
10	91345	Construction, Cpcty Pck-up Trck, 3/	4ton		
		Price(Contract/Bid)	1 HR	25.00 USD	
	erial Text:		erio. An		
onر	struction, On-Ca	ll Water and Sewer, Capacity Pick Up Truck, 3	3/4 Ton Capac	city.	
11	91345	Construction, Dump Trck, 8 Cubic Y	⁄ds		
		Price(Contract/Bid)	1 HR	25.00 USD	
	erial Text:	II.W-ton and October Down Trust - O.O. Lin Ve			
onر	struction, On-Ca	ll Water and Sewer, Dump Truck , 8 Cubic Ya	rds.		
12	91345	Construction, Backhoe/Loader			
		Price(Contract/Bid)	1 HR	28.00 USD	
	erial Text:				
	struction, On-Ca	ll Water and Sewer, Backhoe/Loader, Rubber	Tired, 1CY, 6	0 HP, 17 ft Reach.	
Con	struction, On-Cal	Construction, Trench Sheild	Tired, 1CY, 6	0 HP, 17 ft Reach.	
Con			Tired, 1CY, 6	0 HP, 17 ft Reach.	
Con 13 Mate	91345 erial Text:	Construction, Trench Sheild	A 1 HR	2.00 USD	
Con 13 Mate	91345 erial Text:	Construction, Trench Sheild Price(Contract/Bid)	A 1 HR	2.00 USD	



Page: 4 / 7 Contract Number: 4400003630

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370

Tax Exemption No. 30001219

Item	NIGP Code	Description	Unit	Price
	ial Text:	ater and Sewer, Tamper (suitable for hy	vdraulic attachn	pent to Backhoe/Loader)
Cons	ruction, On-Call vi	rater and Sewer, Tamper (Suitable for my	diadiic attaciii	nent to backhoe/Loader).
15	91345	Construction, Wtr Mn Tapping Ma	achine	
		Price(Contract/Bid)	1 HR	1.00 USD
	ial Text: truction, On-Call W	ater and Sewer, Water Main Tapping M	achine, 3/4 incl	h to 1 inch
16	91345	Construction, Air Missile		
		Price(Contract/Bid)	1 HR	1.00 USD
	ial Text: truction, On-Call W	ater and Sewer, Air Missile, minimum 2	inch.	
17	91345	Construction, Sewer Manhole Co Mchne	re	
		Price(Contract/Bid)	1 HR	7.50 USD
	rial Text: truction, On-Call W	ater and Sewer, Sewer Manhole Core N	/lachine, 4,6, ar	nd 8 inch Capacity.
18	91345	Construction, Road Saw		
		Price(Contract/Bid)	1 HR	7.50 USD
	ial Text: truction, On-Call W	ater and Sewer, Self Propelled Road Sa	aw for Concrete	e / Asphalt.
19	91345	Construction, Rock Drill		
		Price(Contract/Bid)	1 HR	7.50 USD
	rial Text: truction, On-Call W	ater and Sewer, Rock Drill, 2 inch Bit		
20	91345	Construction, Air Compressor (12 CFM)	25	
		Price(Contract/Bid)	1 HR	11.00 USD
	rial Text: truction, On-Call W	ater and Sewer, Air Compressor (125 C	FM).	
21	91345	Construction, Directional Drilling		



Material Text:

Howard County, Maryland

Page: 5 / 7 Contract Number: 4400003630

OFFICE OF PURCHASING

ltem	NIGP Code	Description	Unit a	Price	
		Price(Contract/Bid)	1 HR	24.00 USD	
	rial Text:				
Cons	struction, On-Call	Water and Sewer, Directional Drilling Uni	t, services up to	2 inch.	
22	91345	Construction, Steel Plate			
		Price(Contract/Bid)	1 HR	1.00 USD	
Mate	rial Text:	× 14 × 14		1100 002	
	struction, On-Call es (2), minimum si	Water and Sewer, Steel ize 8' X 6' X 3/4".			
23	91345	Construction, Hydrlc Rock Break	705-1		
20	91040	Price(Contract/Bid)	tei 1 HR	EE 00 110D	
/loto	rial Toytu	Frice(Contract/Bid)	I FIX	55.00 USD	
Cons	rial Text: struction, On-Call hoe/Loader).	Water and Sewer, Hydraulic Rock Breake	er - Backhoe atta	ached (suitable for	
24	91345	Const. Crawler Mntd. Hydra Exc	avator		
		Price(Contract/Bid)	1 HR	92.00 USD	
Mate	rial Text:				
Cons	truction, On-Call	Water and Sewer, Crawler Mounted (trac	k) Hydraulic Exc	cavator, 66,000 lbs	Capacity.
25	91345	Construction, Material Mark-Up			
	01010	Price(Contract/Bid)	1 EA	0.08 USD	
Mata	rial Text:	r nee(Gontrace Bla)	LA	0.00 03D	
Cons	struction, On-Call	Water and Sewer, Materials Mark-Up (Seup percentage for materials exceed 10%)		ragraph 20). In no	case shal
26	91345	Construction, Subcontractor Mar	k-Up		
		Price(Contract/Bid)	1 EA	0.08 USD	
Cons		Water and Sewer, Subcontractor Mark-U ark-up percentage for subcontracted wor		A, Paragraph 21). Iı	n no case
27	91345	Const. Performance and Paymer	nt Bond		
		Price(Contract/Bid)	1 EA	0.01 USD	
	1 1	. mod(odmiddabld)	. –, .	5.01 GGD	



С

Page: 6 / 7

Contract Number: 4400003630

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

Item	NIGP Code	Description	Unit	Price		
Construction, On-Call Water and Sewer, Performance and Payment Bond (See Section A, Paragraph 22). In no case shall the Contractor Mark-up percentage for Performance and Payment Bonds exceed 2%.						
28	91345	Construction, Defined Scope Price(Contract/Bid)	1 EA	1.00 USD		
Material Text: Construction, On-Call Water and Sewer, Defined Scope						

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

- 1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
- 2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
- 3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
- 4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
- 5. The Contractor must supply actual goods and services ordered at the Contract price.
- 6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- 9. Termination
- a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the



OFFICE OF PURCHASING

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6751 Columbia Gateway Drive, Suite 501 Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

- 10. Remedies for Default
- a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:
- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
- 11. Remedies Cumulative and Concurrent

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

12 P. H.J horized Signature