



Howard County, Maryland

OFFICE OF PURCHASING

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

PREVIEW

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Contract Number: 4400003628

COSENTINO CONTRACTING CO INC
8505 CONTRACTORS ROAD
BALTIMORE MD 21237
USA

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,

**Howard County, Maryland****OFFICE OF PURCHASING**

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Contract Number: 4400003628

ddaniel@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Project Manager/Estimator/Superintendent				
2	91345	Construction, SHA Cert. Traf. Cntrl Mger Price(Contract/Bid)	1 HR	36.50 USD
Material Text: Construction, On-Call Water and Sewer, SHA Certified Traffic Control Manager				
3	91345	Construction, Foreman Price(Contract/Bid)	1 HR	87.50 USD
Material Text: Construction, On-Call Water and Sewer, Foreman				
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1 HR	57.50 USD
Material Text: Construction, On-Call Water and Sewer, Backhoe Operator				
5	91345	Construction, Truck Driver Price(Contract/Bid)	1 HR	37.50 USD
Material Text: Construction, On-Call Water and Sewer, Truck Driver				
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1 HR	47.50 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 1				
7	91345	Construction, Laborer 2 Price(Contract/Bid)	1 HR	37.50 USD

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Contract Number: 4400003628

Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Laborer 2				
8	91345	Construction, Laborer 3 Price(Contract/Bid)	1 HR	37.50 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 3				
9	91345	Construction, Mobilization, LS, per Job Price(Contract/Bid)	1 EA	4,000.00 USD
Material Text: Construction, On-Call Water and Sewer, Mobilization, Lump Sum Only, Per Job				
10	91345	Construction, Cpcty Pck-up Trck, 3/4ton Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Capacity Pick Up Truck, 3/4 Ton Capacity.				
11	91345	Construction, Dump Trck, 8 Cubic Yds Price(Contract/Bid)	1 HR	40.00 USD
Material Text: Construction, On-Call Water and Sewer, Dump Truck , 8 Cubic Yards.				
12	91345	Construction, Backhoe/Loader Price(Contract/Bid)	1 HR	40.00 USD
Material Text: Construction, On-Call Water and Sewer, Backhoe/Loader, Rubber Tired, 1CY, 60 HP, 17 ft Reach.				
13	91345	Construction, Trench Sheild Price(Contract/Bid)	1 HR	5.00 USD
Material Text: Construction, On-Call Water and Sewer, Trench Shield (Box), 6'X8', 4-inch Double Wall.				
14	91345	Construction, Tamper Price(Contract/Bid)	1 HR	1.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Tamper (suitable for hydraulic attachment to Backhoe/Loader).				
15	91345	Construction, Wtr Mn Tapping Machine Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Water Main Tapping Machine, 3/4 inch to 1 inch				
16	91345	Construction, Air Missile Price(Contract/Bid)	1 HR	2.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Missile, minimum 2 inch.				
17	91345	Construction, Sewer Manhole Core Mchne Price(Contract/Bid)	1 HR	5.00 USD
Material Text: Construction, On-Call Water and Sewer, Sewer Manhole Core Machine, 4,6, and 8 inch Capacity.				
18	91345	Construction, Road Saw Price(Contract/Bid)	1 HR	5.00 USD
Material Text: Construction, On-Call Water and Sewer, Self Propelled Road Saw for Concrete / Asphalt.				
19	91345	Construction, Rock Drill Price(Contract/Bid)	1 HR	55.00 USD
Material Text: Construction, On-Call Water and Sewer, Rock Drill, 2 inch Bit				
20	91345	Construction, Air Compressor (125 CFM) Price(Contract/Bid)	1 HR	15.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Compressor (125 CFM).				
21	91345	Construction, Directional Drilling		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	55.00 USD
Material Text: Construction, On-Call Water and Sewer, Directional Drilling Unit, services up to 2 inch.				
22	91345	Construction, Steel Plate		
		Price(Contract/Bid)	1 HR	5.00 USD
Material Text: Construction, On-Call Water and Sewer, Steel Plates (2), minimum size 8' X 6' X 3/4".				
23	91345	Construction, Hydrlic Rock Breaker		
		Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Hydraulic Rock Breaker - Backhoe attached (suitable for Backhoe/Loader).				
24	91345	Const. Crawler Mntd. Hydra Excavator		
		Price(Contract/Bid)	1 HR	140.00 USD
Material Text: Construction, On-Call Water and Sewer, Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity.				
25	91345	Construction, Material Mark-Up		
		Price(Contract/Bid)	1 EA	0.10 USD
Material Text: Construction, On-Call Water and Sewer, Materials Mark-Up (See Section A, Paragraph 20). In no case shall the Contractor's Mark-up percentage for materials exceed 10%.				
26	91345	Construction, Subcontractor Mark-Up		
		Price(Contract/Bid)	1 EA	0.10 USD
Material Text: Construction, On-Call Water and Sewer, Subcontractor Mark-Up (See Section A, Paragraph 21). In no case shall the Contractor Mark-up percentage for subcontracted work exceed 15%.				
27	91345	Const. Performance and Payment Bond		
		Price(Contract/Bid)	1 EA	0.02 USD
Material Text:				



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Contract Number: 4400003628

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

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 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/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 of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any



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further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring 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.

Buyer

Authorized Signature



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Contract Number: 4400003631

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

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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Contract Number: 4400003631

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
Material Text: Construction, On-Call Water and Sewer, Project Manager/Estimator/Superintendent				
2	91345	Construction, SHA Cert. Traf. Cntrl Mger Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, SHA Certified Traffic Control Manager				
3	91345	Construction, Foreman Price(Contract/Bid)	1 HR	85.00 USD
Material Text: Construction, On-Call Water and Sewer, Foreman				
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1 HR	65.00 USD
Material Text: Construction, On-Call Water and Sewer, Backhoe Operator				
5	91345	Construction, Truck Driver Price(Contract/Bid)	1 HR	40.00 USD
Material Text: Construction, 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
Material Text: Construction, On-Call Water and Sewer, Laborer 2				
8	91345	Construction, Laborer 3		
		Price(Contract/Bid)	1 HR	32.00 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 3				
9	91345	Construction, Mobilization, LS, per Job		
		Price(Contract/Bid)	1 EA	750.00 USD
Material Text: Construction, On-Call Water and Sewer, Mobilization, Lump Sum Only, Per Job				
10	91345	Construction, Cpcty Pck-up Trck, 3/4ton		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Capacity Pick Up Truck, 3/4 Ton Capacity.				
11	91345	Construction, Dump Trck, 8 Cubic Yds		
		Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Dump Truck , 8 Cubic Yards.				
12	91345	Construction, Backhoe/Loader		
		Price(Contract/Bid)	1 HR	40.00 USD
Material Text: Construction, On-Call Water and Sewer, Backhoe/Loader, Rubber Tired, 1CY, 60 HP, 17 ft Reach.				
13	91345	Construction, Trench Sheild		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Trench Shield (Box), 6'X8', 4-inch Double Wall.				
14	91345	Construction, Tamper		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Tamper (suitable for hydraulic attachment to Backhoe/Loader).				
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		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Water Main Tapping Machine, 3/4 inch to 1 inch				
16	91345	Construction, Air Missile		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Missile, minimum 2 inch.				
17	91345	Construction, Sewer Manhole Core Mchne		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Sewer Manhole Core Machine, 4,6, and 8 inch Capacity.				
18	91345	Construction, Road Saw		
		Price(Contract/Bid)	1 HR	10.00 USD
Material Text: Construction, On-Call Water and Sewer, Self Propelled Road Saw for Concrete / Asphalt.				
19	91345	Construction, Rock Drill		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Rock Drill, 2 inch Bit				
20	91345	Construction, Air Compressor (125 CFM)		
		Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Compressor (125 CFM).				

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Item	NIGP Code	Description	Unit	Price
21	91345	Construction, Directional Drilling Price(Contract/Bid)	1 HR	75.00 USD
Material Text: Construction, On-Call Water and Sewer, Directional Drilling Unit, services up to 2 inch.				
22	91345	Construction, Steel Plate Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Steel Plates (2), minimum size 8' X 6' X 3/4".				
23	91345	Construction, Hydrlic Rock Breaker Price(Contract/Bid)	1 HR	15.00 USD
Material Text: Construction, On-Call Water and Sewer, Hydraulic Rock Breaker - Backhoe attached (suitable for Backhoe/Loader).				
24	91345	Const. Crawler Mntd. Hydra Excavator Price(Contract/Bid)	1 HR	60.00 USD
Material Text: Construction, On-Call Water and Sewer, Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity.				
25	91345	Construction, Material Mark-Up Price(Contract/Bid)	1 EA	0.10 USD
Material Text: Construction, On-Call Water and Sewer, Materials Mark-Up (See Section A, Paragraph 20). In no case shall the Contractor's Mark-up percentage for materials exceed 10%.				
26	91345	Construction, Subcontractor Mark-Up Price(Contract/Bid)	1 EA	0.15 USD
Material Text: Construction, On-Call Water and Sewer, Subcontractor Mark-Up (See Section A, Paragraph 21). In no case shall the Contractor Mark-up percentage for subcontracted work exceed 15%.				
27	91345	Const. Performance and Payment Bond Price(Contract/Bid)	1 EA	0.02 USD



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Item	NIGP Code	Description	Unit	Price
Material Text: 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

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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 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/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



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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 reprocurring 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.

Buyer

Authorized Signature



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Contract Number: 4400003632

UTILITIES UNLIMITED INC
1771 UNDERWOOD RD
SYKESVILLE MD 21784
USA

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,

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046
(410) 313-6370
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Contract Number: 4400003632

ddaniel@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1 HR	75.00 USD
Material Text: Construction, On-Call Water and Sewer, Project Manager/Estimator/Superintendent				
2	91345	Construction, SHA Cert. Traf. Cntrl Mger Price(Contract/Bid)	1 HR	75.00 USD
Material Text: Construction, On-Call Water and Sewer, SHA Certified Traffic Control Manager				
3	91345	Construction, Foreman Price(Contract/Bid)	1 HR	110.00 USD
Material Text: Construction, On-Call Water and Sewer, Foreman				
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1 HR	59.00 USD
Material Text: Construction, On-Call Water 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
Material Text: Construction, On-Call Water and Sewer, Laborer 1				
7	91345	Construction, Laborer 2 Price(Contract/Bid)	1 HR	39.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Laborer 2				
8	91345	Construction, Laborer 3 Price(Contract/Bid)	1 HR	39.00 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 3				
9	91345	Construction, Mobilization, LS, per Job Price(Contract/Bid)	1 EA	5,000.00 USD
Material Text: Construction, On-Call Water and Sewer, Mobilization, Lump Sum Only, Per Job				
10	91345	Construction, Cpcty Pck-up Trck, 3/4ton Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Capacity Pick Up Truck, 3/4 Ton Capacity.				
11	91345	Construction, Dump Trck, 8 Cubic Yds Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Dump Truck , 8 Cubic Yards.				
12	91345	Construction, Backhoe/Loader Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call 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
Material Text: Construction, On-Call Water and Sewer, Trench Shield (Box), 6'X8', 4-inch Double Wall.				
14	91345	Construction, Tamper Price(Contract/Bid)	1 HR	5.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Tamper (suitable for hydraulic attachment to Backhoe/Loader).				
15	91345	Construction, Wtr Mn Tapping Machine Price(Contract/Bid)	1 HR	2.00 USD
Material Text: Construction, On-Call Water and Sewer, Water Main Tapping Machine, 3/4 inch to 1 inch				
16	91345	Construction, Air Missile Price(Contract/Bid)	1 HR	2.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Missile, minimum 2 inch.				
17	91345	Construction, Sewer Manhole Core Mchne Price(Contract/Bid)	1 HR	2.00 USD
Material Text: Construction, On-Call Water and Sewer, Sewer Manhole Core Machine, 4,6, and 8 inch Capacity.				
18	91345	Construction, Road Saw Price(Contract/Bid)	1 HR	20.00 USD
Material Text: Construction, On-Call Water and Sewer, Self Propelled Road Saw for Concrete / Asphalt.				
19	91345	Construction, Rock Drill Price(Contract/Bid)	1 HR	6.00 USD
Material Text: Construction, On-Call Water and Sewer, Rock Drill, 2 inch Bit				
20	91345	Construction, Air Compressor (125 CFM) Price(Contract/Bid)	1 HR	5.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Compressor (125 CFM).				
21	91345	Construction, Directional Drilling		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	160.00 USD
Material Text: Construction, On-Call Water and Sewer, Directional Drilling Unit, services up to 2 inch.				
22	91345	Construction, Steel Plate		
		Price(Contract/Bid)	1 HR	2.00 USD
Material Text: Construction, On-Call Water and Sewer, Steel Plates (2), minimum size 8' X 6' X 3/4".				
23	91345	Construction, Hydrlic Rock Breaker		
		Price(Contract/Bid)	1 HR	50.00 USD
Material Text: Construction, On-Call Water and Sewer, Hydraulic Rock Breaker - Backhoe attached (suitable for Backhoe/Loader).				
24	91345	Const. Crawler Mntd. Hydra Excavator		
		Price(Contract/Bid)	1 HR	65.00 USD
Material Text: Construction, On-Call Water and Sewer, Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity.				
25	91345	Construction, Material Mark-Up		
		Price(Contract/Bid)	1 EA	0.07 USD
Material Text: Construction, On-Call Water and Sewer, Materials Mark-Up (See Section A, Paragraph 20). In no case shall the Contractor's Mark-up percentage for materials exceed 10%.				
26	91345	Construction, Subcontractor Mark-Up		
		Price(Contract/Bid)	1 EA	0.05 USD
Material Text: Construction, On-Call Water and Sewer, Subcontractor Mark-Up (See Section A, Paragraph 21). In no case shall the Contractor Mark-up percentage for subcontracted work exceed 15%.				
27	91345	Const. Performance and Payment Bond		
		Price(Contract/Bid)	1 EA	0.02 USD
Material Text:				



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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 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/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



Howard County, Maryland

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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 reprocurring 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.

Buyer

Authorized Signature



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226

Columbia, MD 21046

(410) 313-6370

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PREVIEW

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Contract Number: 4400003630

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

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,

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6751 Columbia Gateway Drive, Suite 501
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(410) 313-6370
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Contract Number: 4400003630

ddaniel@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	91345	Construction, Proj. Mngr/est/Sup Price(Contract/Bid)	1 HR	141.75 USD
Material Text: Construction, On-Call Water and Sewer, Project Manager/Estimator/Superintendent				
2	91345	Construction, SHA Cert. Traf. Cntrl Mger Price(Contract/Bid)	1 HR	105.00 USD
Material Text: Construction, On-Call Water and Sewer, SHA Certified Traffic Control Manager				
3	91345	Construction, Foreman Price(Contract/Bid)	1 HR	102.25 USD
Material Text: Construction, On-Call Water and Sewer, Foreman				
4	91345	Construction, Backhoe Operator Price(Contract/Bid)	1 HR	49.50 USD
Material Text: Construction, On-Call Water and Sewer, Backhoe Operator				
5	91345	Construction, Truck Driver Price(Contract/Bid)	1 HR	49.75 USD
Material Text: Construction, On-Call Water and Sewer, Truck Driver				
6	91345	Construction, Laborer 1 Price(Contract/Bid)	1 HR	40.50 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 1				
7	91345	Construction, Laborer 2 Price(Contract/Bid)	1 HR	40.50 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Laborer 2				
8	91345	Construction, Laborer 3		
		Price(Contract/Bid)	1 HR	40.50 USD
Material Text: Construction, On-Call Water and Sewer, Laborer 3				
9	91345	Construction, Mobilization, LS, per Job		
		Price(Contract/Bid)	1 EA	3,200.00 USD
Material Text: Construction, On-Call 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
Material Text: Construction, On-Call Water and Sewer, Capacity Pick Up Truck, 3/4 Ton Capacity.				
11	91345	Construction, Dump Trck, 8 Cubic Yds		
		Price(Contract/Bid)	1 HR	25.00 USD
Material Text: Construction, On-Call Water and Sewer, Dump Truck , 8 Cubic Yards.				
12	91345	Construction, Backhoe/Loader		
		Price(Contract/Bid)	1 HR	28.00 USD
Material Text: Construction, On-Call 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
Material Text: Construction, On-Call Water and Sewer, Trench Shield (Box), 6'X8', 4-inch Double Wall.				
14	91345	Construction, Tamper		
		Price(Contract/Bid)	1 HR	1.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Construction, On-Call Water and Sewer, Tamper (suitable for hydraulic attachment to Backhoe/Loader).				
15	91345	Construction, Wtr Mn Tapping Machine Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Water Main Tapping Machine, 3/4 inch to 1 inch				
16	91345	Construction, Air Missile Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Missile, minimum 2 inch.				
17	91345	Construction, Sewer Manhole Core Mchne Price(Contract/Bid)	1 HR	7.50 USD
Material Text: Construction, On-Call Water and Sewer, Sewer Manhole Core Machine, 4,6, and 8 inch Capacity.				
18	91345	Construction, Road Saw Price(Contract/Bid)	1 HR	7.50 USD
Material Text: Construction, On-Call Water and Sewer, Self Propelled Road Saw for Concrete / Asphalt.				
19	91345	Construction, Rock Drill Price(Contract/Bid)	1 HR	7.50 USD
Material Text: Construction, On-Call Water and Sewer, Rock Drill, 2 inch Bit				
20	91345	Construction, Air Compressor (125 CFM) Price(Contract/Bid)	1 HR	11.00 USD
Material Text: Construction, On-Call Water and Sewer, Air Compressor (125 CFM).				
21	91345	Construction, Directional Drilling		

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Contract Number: 4400003630

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 HR	24.00 USD
Material Text: Construction, On-Call Water and Sewer, Directional Drilling Unit, services up to 2 inch.				
22	91345	Construction, Steel Plate		
		Price(Contract/Bid)	1 HR	1.00 USD
Material Text: Construction, On-Call Water and Sewer, Steel Plates (2), minimum size 8' X 6' X 3/4".				
23	91345	Construction, Hydrlic Rock Breaker		
		Price(Contract/Bid)	1 HR	55.00 USD
Material Text: Construction, On-Call Water and Sewer, Hydraulic Rock Breaker - Backhoe attached (suitable for Backhoe/Loader).				
24	91345	Const. Crawler Mntd. Hydra Excavator		
		Price(Contract/Bid)	1 HR	92.00 USD
Material Text: Construction, On-Call Water and Sewer, Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs Capacity.				
25	91345	Construction, Material Mark-Up		
		Price(Contract/Bid)	1 EA	0.08 USD
Material Text: Construction, On-Call Water and Sewer, Materials Mark-Up (See Section A, Paragraph 20). In no case shall the Contractor's Mark-up percentage for materials exceed 10%.				
26	91345	Construction, Subcontractor Mark-Up		
		Price(Contract/Bid)	1 EA	0.08 USD
Material Text: Construction, On-Call Water and Sewer, Subcontractor Mark-Up (See Section A, Paragraph 21). In no case shall the Contractor Mark-up percentage for subcontracted work exceed 15%.				
27	91345	Const. Performance and Payment Bond		
		Price(Contract/Bid)	1 EA	0.01 USD
Material Text:				



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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 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/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



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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 reprocurring 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.

Buyer

Authorized Signature

