

OFFICE OF PURCHASING 6751 Columbia Gateway Drive, Suite 501

Columbia, MD 21046 (410) 313-6370 Tax Exemption No. 30001219

BOULEVARD CONTRACTORS CORP 10451 MILL RUN CIRCLE STE 1005 OWINGS MILLS MD 21117 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002916

	Service Contract
Contract Number:	4400002916
Vendor Number:	1109277
Date:	12/03/2015
Contract Term:	12/02/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 06-2016, Job Order Contracting

Contract Change No. 1, 08/14/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 1-Each task order shall not exceed \$250,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 7%, Profit Rate shall be 10%.

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 10%. 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: Javed Patel, Boulevard Contractors Corp., 410-356-8060, jpatel@blvbcontractors.com



Page: 2 / 4 Contract Number: 4400002916

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Item NIGP Code Description Unit Price 1 90922 Building Constrn Svc, JOC, Project Mgr Price(Contract/Bid) 1 HR 40.00 USD Material Text: Building Construction Services, Job Order Contracting, Project Manager. Each Task Order shall not exceed \$250,000.00 Performance and payment bonds will be requested on each job in excess of \$50,000.00 A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task. 2 90922 Building Constrn Svc, JOC, Superntdnt Price(Contract/Bid) 1 HR 35.00 USD Material Text: Building Construction Services, Job Order Contracting, Superintendent. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task. 3 Building Constrn Svc, JOC, Admin 90922 Support Price(Contract/Bid) 1 HR 13.00 USD Material Text: Building Construction Services, Job Order Contracting, Administrative Support. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task. 90922 Building Constrn Svc, JOC, Carpenter 4 Price(Contract/Bid) 1 HR 25.00 USD Material Text: Building Construction Services, Job Order Contracting, Carpenter. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair. replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials,



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ltem	NIGP Code	Description	Unit	Price
equip	ment and enginee	ring support for each task.	i	
5	90922	Building Constrn Svc, JOC, Labo	orer	
		Price(Contract/Bid)	1 HR	17.00 USD
replac	cement, alteration	for the performance of both minor and/ and maintenance projects. Contractor ring support for each task.		
6	90922	Bldg Const JOC Task w/Overhe Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD
Mater	ial Text:			
	•	ervices, Job Order Contracting, Task C payment bonds will be requested on		•

Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$250,000.00. Overhead Rate shall be 7%, Profit Rate shall be 10%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



OFFICE OF PURCHASING

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

- 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 44XXXXXXXXXX/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 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.

Buyer

Am C. A

rized Signature J. P. HA



OFFICE OF PURCHASING

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

GARCETE CONSTRUCTION COMPANY INC 4321 BALTIMORE AVENUE SUITE 101 BLADENSBURG MD 20710 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002900

	Service Contract
Contract Number:	4400002900
Vendor Number:	1111172
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 08-2016, Job Order Contracting

Contract Change No. 2, 08/09/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 2-Each task order shall not exceed \$750,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 3%, Profit Rate shall be 3%.

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 10%. 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.

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Vendor Contact: Laura S. Garcete, Garcete Construction, 301-209-2916, info@garceteconstruction.com



	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc, JOC, Proj	ect Mgr	
		Price(Contract/Bid)	1 HR	96.00 USD
	rial Text: ng Construction S	ervices, Job Order Contracting, Projec	et Manager.	
Each	Task Order shall	not exceed \$750,000.00		
^{>} erfo	rmance and paym	ent bonds will be requested on each jo	b in excess of \$	50,000.00
repla	cement, alteration	for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.		
2	90922	Building Constrn Svc,JOC,Sup	erntdnt	
		Price(Contract/Bid)	1 HR	59.00 USD
A 101 U	i fixed flouring rate i	or the performance of both minor and/	or building const	
epla		and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	r will furnish man	agement, labor, materials,
epla equip	ment and enginee	ring support for each task. Building Constrn Svc,JOC,Adm Support	r will furnish man nin	-
replac equip 3	ment and enginee 90922	ring support for each task. Building Constrn Svc,JOC,Adm	r will furnish man	agement, labor, materials, 37.00 USD
replac equip 3 Mater Buildi A firm replac	ment and enginee 90922 ial Text: ng Construction S i fixed hourly rate for cement, alteration	ring support for each task. Building Constrn Svc,JOC,Adm Support	n will furnish man nin 1 HR istrative Support ′or building const	37.00 USD ruction renovation, repair,
replac equip 3 Mater Buildi A firm replac	ment and enginee 90922 ial Text: ng Construction S i fixed hourly rate for cement, alteration	ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Carp	nin 1 HR istrative Support or building const r will furnish man	37.00 USD ruction renovation, repair,
replac equip 3 Mater Buildi A firm replac equip	ment and enginee 90922 ial Text: ng Construction S fixed hourly rate f cement, alteration ment and enginee	ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	nin 1 HR istrative Support or building const r will furnish man	37.00 USD ruction renovation, repair,



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tem	NIGP Code	Description	Unit	Price
quip	ment and enginee	ring support for each task.		
	90922	Building Constrn Svc, JOC, Labo	orer	
		Price(Contract/Bid)	1 HR	23.00 USD
eplac	cement, alteration	for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.		
	90922	Bldg Const JOC Task w/Overho Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD
	ial Text:			
Suildi	ng Construction Se	ervices, Job Order Contracting, Task C	Order Total Overa	II Price including Overhead a

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$750,000.00. Overhead Rate shall be 3%, Profit Rate shall be 3%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



Page: 4 / 4 Contract Number: 4400002900

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

- 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 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.

Buyer

Sun C.

rized Signature 1. 1. HA



OFFICE OF PURCHASING

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

HARIS DESIGN AND CONSTRUCTION CO 12410 MILESTONE CENTER DRIVE SUITE 175 GERMANTOWN MD 20876 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002922

	Service Contract
Contract Number:	4400002922
Vendor Number:	1111171
Date:	12/08/2015
Contract Term:	11/19/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 10-2016, Job Order Contracting

Contract Change No. 3, 08/21/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 2-Each task order shall not exceed \$750,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 5%, Profit Rate shall be 3%.

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 10%. 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: Paul White, Project Director, 301-294-6390, pwhite@harisdesign.com



Page: 2 / 4 Contract Number: 4400002922

	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc,JOC,Proj	ect Mgr	
		Price(Contract/Bid)	1 HR	83.33 USD
	rial Text: ing Construction S	ervices, Job Order Contracting, Projec	t Manager.	
Each	Task Order shall r	not exceed \$750,000.00		
Perfo	rmance and paym	ent bonds will be requested on each jo	b in excess of \$	50,000.00
replac	cement, alteration	for the performance of both minor and/ and maintenance projects. Contractor ring support for each task.		
2	90922	Building Constrn Svc, JOC, Supe	erntdnt	
Buildi A firm	n fixed hourly rate f	Price(Contract/Bid) ervices, Job Order Contracting, Superi for the performance of both minor and/o	or building const	
Buildi A firm replac	ng Construction Son fixed hourly rate for a fixed hourly rate for a fixed hourly rate for a fixed hourly rate f	ervices, Job Order Contracting, Superi	ntendent. or building consi will furnish man	truction renovation, repair,
Buildi A firm replac equip 3	ng Construction So fixed hourly rate f cement, alteration ment and enginee 90922	ervices, Job Order Contracting, Superi for the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm	ntendent. or building consi will furnish man	truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac	ing Construction Se n fixed hourly rate f cement, alteration ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Superi for the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support	ntendent. or building consi will furnish man in 1 HR strative Support or building consi	truction renovation, repair, nagement, labor, materials 41.26 USD t. truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac	ing Construction Se n fixed hourly rate f cement, alteration ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Superi for the performance of both minor and/o and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admini for the performance of both minor and/o and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Carp	ntendent. or building const will furnish man in 1 HR strative Support or building const will furnish man	truction renovation, repair, nagement, labor, materials 41.26 USD t. truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac equip	ng Construction Se n fixed hourly rate f cement, alteration ment and engineer 90922 ial Text: ng Construction Se n fixed hourly rate f cement, alteration ment and engineer	ervices, Job Order Contracting, Superi for the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admini for the performance of both minor and/ and maintenance projects. Contractor ring support for each task.	ntendent. or building const will furnish man in 1 HR strative Support or building const will furnish man	truction renovation, repair, nagement, labor, materials 41.26 USD t. truction renovation, repair,



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quipment and engineerin	ng support for each task.		<u></u>
90922	Building Constrn Svc, JOC, Labo	orer	
	Price(Contract/Bid)	1 HR	40.07 USD
-	the performance of both minor and/ ad maintenance projects. Contractor ag support for each task.	-	· · · ·
90922	Bldg Const JOC Task w/Overhe Profit	ead &	
	Dulas (Osustas st/Dist)	1 EA	1.00 USD
	Price(Contract/Bid)		1.00 000

Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$750,000.00. Overhead Rate shall be 5%, Profit Rate shall be 3%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

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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.

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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.



OFFICE OF PURCHASING

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

- 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 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 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.

Buver

Jun C.

rized Signature

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Contract Number: 4400002922



OFFICE OF PURCHASING

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

HARKINS BUILDERS INC 2201 WARWICK WAY MARRIOTTSVILLE MD 21104 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002895

	Service Contract
Contract Number:	1
Vendor Number:	1102653
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$18,000,000.00
Ceiling Value:	33,153,787.50 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 13-2016, Job Order Contracting

Contract Change No. 2, 08/21/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 3-Each task order shall not exceed \$1,500,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 5%, Profit Rate shall be 5%.

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 10%. 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 Drummond, Harkins Builders, Inc., 410-750-2600, mdrummond@harkinsbuilders.com



Page: 2 / 4 Contract Number: 4400002895

	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc, JOC, Pro	ect Mgr	
		Price(Contract/Bid)	1 HR	90.00 USD
	rial Text: ing Construction Se	ervices, Job Order Contracting, Projec	t Manager.	
Each	Task Order shall r	not exceed \$1,500,000.00		
Perfo	rmance and payme	ent bonds will be requested on each jo	b in excess of \$	50,000.00
repla	cement, alteration	for the performance of both minor and, and maintenance projects. Contracto ring support for each task.		
2	90922	Building Constrn Svc, JOC, Sup	erntdnt	
Buildi		Price(Contract/Bid) ervices, Job Order Contracting, Super for the performance of both minor and/		75.00 USD truction renovation, repair,
Buildi A firm replae	ng Construction Se i fixed hourly rate f cement, alteration a	ervices, Job Order Contracting, Super for the performance of both minor and, and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	intendent. ′or building consi r will furnish man	truction renovation, repair,
Buildi A firm replac equip	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer	ervices, Job Order Contracting, Super or the performance of both minor and, and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm Support	intendent. ′or building consi r will furnish man	truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate fo cement, alteration a	ervices, Job Order Contracting, Super for the performance of both minor and, and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	intendent. 'or building consi r will furnish man nin 1 HR istrative Support or building const	truction renovation, repair, nagement, labor, materials 45.00 USD t. truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate fo cement, alteration a	ervices, Job Order Contracting, Super for the performance of both minor and, and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin for the performance of both minor and/ and maintenance projects. Contractor	intendent. /or building consi r will furnish man nin 1 HR istrative Support or building consi r will furnish man	truction renovation, repair, nagement, labor, materials 45.00 USD t. truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac equip	ng Construction Se n fixed hourly rate for cement, alteration a ment and engineer 90922 nal Text: ng Construction Se n fixed hourly rate for cement, alteration a ment and engineer	ervices, Job Order Contracting, Super for the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin for the performance of both minor and/ and maintenance projects. Contractor ring support for each task.	intendent. /or building consi r will furnish man nin 1 HR istrative Support or building consi r will furnish man	truction renovation, repair, nagement, labor, materials 45.00 USD t. truction renovation, repair,
Buildi A firm replac equip 3 Mater Buildi A firm replac equip 4 Mater	ing Construction Se n fixed hourly rate for cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate for cement, alteration a ment and engineer 90922 rial Text:	ervices, Job Order Contracting, Super for the performance of both minor and, and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin for the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Carp	intendent. for building const r will furnish man 1 HR istrative Support or building const r will furnish man penter 1 HR	truction renovation, repair, hagement, labor, materials 45.00 USD t. truction renovation, repair, hagement, labor, materials



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ltem	NIGP Code	Description	Unit	Price
equip	oment and enginee	ring support for each task.		
5	90922	Building Constrn Svc, JOC, Labo	orer	
		Price(Contract/Bid)	1 HR	30.00 USD
Build A firr repla	n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Labore for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	or building const	
6	90922	Bldg Const JOC Task w/Overhe Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$1,500,000.00. Overhead Rate shall be 5%, Profit Rate shall be 5%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



OFFICE OF PURCHASING

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

- 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 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 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.

Buyer

Sm C.

rized Signature

Page: 4 / 4 Contract Number: 4400002895



OFFICE OF PURCHASING

9017 MENDENHALL COURT SUITE D

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

PREVIEW

Page: 1 / 4 Contract Number: 4400002906

	Service Contract
Contract Number:	4400002906
Vendor Number:	1111170
Date:	11/09/2015
Contract Term:	11/10/2015 to 08/31/2018
Header Target:	\$16,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

HASCON LLC

USA

COLUMBIA MD 21045

Invitation for Bid No. 2015-60 and Agreement CA 12-2016, Job Order Contracting

Contract Change No. 3, 08/25/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Each task order shall not exceed \$1,500,000.00

Overhead Rate shall be 3%, Profit Rate shall be 2%

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 10%. 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: Hasan Askari, PE, Hascon, LLC, haaskari@thehascon.com, 410-964-5438



	NIGP Code	Description	Unit	Price	
1	90922	Building Constrn Svc, JOC, Pr	oject Mgr		
		Price(Contract/Bid)	1 HR	71.25 USD	
	rial Text: ing Construction S	ervices, Job Order Contracting, Proj	ect Manager.		
Each	Task Order shall r	not exceed \$1,500,000.00			
Perfo	rmance and paym	ent bonds will be requested on each	job in excess of \$5	50,000.00	
repla	cement, alteration	for the performance of both minor ar and maintenance projects. Contrac ring support for each task.			
2	90922	Building Constrn Svc, JOC, St	uperntdnt	-	
		Price(Contract/Bid)	1 HR	63.75 USD	
Buildi A firm	n fixed hourly rate f	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contrac	erintendent. Id/or building constr		
Buildi A firm replae equip	ng Construction Son fixed hourly rate f	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contrac ring support for each task. Building Constrn Svc,JOC,Ac	erintendent. d/or building constr tor will furnish mana		
Buildi A firm repla	ng Construction Son fixed hourly rate f cement, alteration ment and enginee	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contrac ring support for each task. Building Constrn Svc,JOC,Ac Support	erintendent. d/or building constr tor will furnish mana		
Buildi A firm replace equip 3 3 Matei Buildi A firm replace	ing Construction So n fixed hourly rate f cement, alteration ment and enginee 90922 rial Text: ing Construction So n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contrac ring support for each task. Building Constrn Svc,JOC,Ac	erintendent. Id/or building constr stor will furnish mana Imin 1 HR inistrative Support. Id/or building constr	agement, labor, mate 26.25 USD uction renovation, rep	rials, bair,
Buildi A firm replace equip 3 3 Matei Buildi A firm replace	ing Construction So n fixed hourly rate f cement, alteration ment and enginee 90922 rial Text: ing Construction So n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contract ring support for each task. Building Constrn Svc,JOC,Ac Support Price(Contract/Bid) ervices, Job Order Contracting, Adm for the performance of both minor ar and maintenance projects. Contract ring support for each task. Building Constrn Svc,JOC,Ca	erintendent. Id/or building constr stor will furnish mana dmin 1 HR inistrative Support. Id/or building constr stor will furnish mana	agement, labor, mate 26.25 USD ruction renovation, rep agement, labor, mate	rials, bair,
Buildi A firm replac equip 3 Matei Buildi A firm replac equip	ing Construction Se n fixed hourly rate f cement, alteration ment and enginee 90922 rial Text: ing Construction Se n fixed hourly rate f cement, alteration ment and enginee	ervices, Job Order Contracting, Sup for the performance of both minor ar and maintenance projects. Contract ring support for each task. Building Constrn Svc,JOC,Ac Support Price(Contract/Bid) ervices, Job Order Contracting, Adm for the performance of both minor ar and maintenance projects. Contract ring support for each task.	erintendent. nd/or building constr stor will furnish mana amin 1 HR ninistrative Support. nd/or building constr stor will furnish mana	agement, labor, mate 26.25 USD uction renovation, rep	rials, bair,



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tem	NIGP Code	Description	Unit	Price
əquip	ment and enginee	ring support for each task.		
5	90922	Building Constrn Svc, JOC, Labo	orer	
		Price(Contract/Bid)	1 HR	48.75 USD
A firn epla	n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Labore for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	or building constr	•
6	90922	Bldg Const JOC Task w/Overho Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$1,500,000.00. Overhead Rate shall be 3%, Profit Rate shall be 2%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



OFFICE OF PURCHASING

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

- 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 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 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.

Buver

rized Signature

Page: 4 / 4

Contract Number: 4400002906



OFFICE OF PURCHASING

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

HAYES CONSTRUCTION COMPANY PO BOX 368 PHOENIX MD 21131 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002896

	Service Contract
Contract Number:	4400002896
Vendor Number:	1111173
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 04-2016, Job Order Contracting

Contract Change No. 4, 08/21/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 1-Each task order shall not exceed \$250,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 5%, Profit Rate shall be 9%.

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 10%. 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: William Hayes, Hayes Construction, 410-628-7900, bhayes@hayesconstruction.net



	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc, JOC, Proj	ect Mgr	
		Price(Contract/Bid)	1 HR	35.42 USD
	rial Text: ing Construction S	ervices, Job Order Contracting, Project	t Manager.	
Each	ı Task Order shall r	not exceed \$250,000.00		
Perfo	ormance and paym	ent bonds will be requested on each jo	b in excess of \$	50,000.00
repla	cement, alteration	or the performance of both minor and, and maintenance projects. Contractor ring support for each task.		
2	90922	Building Constrn Svc, JOC, Sup	erntdnt	
-	OUCLE	Price(Contract/Bid)	1 HR	53.13 USD
Build A firn	n fixed hourly rate f	ervices, Job Order Contracting, Super or the performance of both minor and and maintenance projects. Contracto	or building cons	
Build A firn repla equip	ing Construction Sen n fixed hourly rate f cement, alteration	or the performance of both minor and and maintenance projects. Contractor ring support for each task.	or building cons r will furnish mar	
Build A firn repla	ing Construction Se n fixed hourly rate f cement, alteration oment and engineer	or the performance of both minor and and maintenance projects. Contracto	or building cons r will furnish mar	
Build A firn repla equip 3	ing Construction Se n fixed hourly rate f cement, alteration oment and engineer 90922	or the performance of both minor and, and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	or building cons r will furnish mar	
Build A firn repla equip 3 Mate Build A firn repla	rial Text: ing Construction Se n fixed hourly rate f cement, alteration oment and engineer 90922 rial Text: ing Construction Se n fixed hourly rate f cement, alteration a	or the performance of both minor and, and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support	or building cons r will furnish mar in 1 HR istrative Support or building cons	15.18 USD 15.18 repair, repair,
Build A firn repla equip 3 Mate Build A firn repla	rial Text: ing Construction Se n fixed hourly rate f cement, alteration oment and engineer 90922 rial Text: ing Construction Se n fixed hourly rate f cement, alteration a	or the performance of both minor and, and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto	or building cons r will furnish mar in 1 HR istrative Support or building cons r will furnish mar	15.18 USD 15.18 repair, repair,
Build A firn repla equip 3 Mate Build A firn repla equip	rial Text: n fixed hourly rate f cement, alteration 90922 rial Text: ing Construction Se n fixed hourly rate f cement, alteration a pment and engineer	or the performance of both minor and/ and maintenance projects. Contractor ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contractor ring support for each task.	or building cons r will furnish mar in 1 HR istrative Support or building cons r will furnish mar	15.18 USD 15.18 repair, repair,



Page: 3 / 4 Contract Number: 4400002896

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

equipment and engineering	ng support for each task.		······
5 90922	Building Constrn Svc, JOC, Laborer	,	
	Price(Contract/Bid)	1 HR	25.30 USD

A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

6	90922	Bldg Prof) Const JOC Task w/Overhead & it		
			Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$250,000.00. Overhead Rate shall be 5%, Profit Rate shall be 9%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.

The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
Invoices for release Purchase Orders against this Contract must include:



OFFICE OF PURCHASING

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

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 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.

Jun C.

rized Signature

Page: 4 / 4

Contract Number: 4400002896



OFFICE OF PURCHASING

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

KANE CONSTRUCTION INC 438 N FREDERICK ROAD SUITE 420 GAITHERSBURG MD 20877 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002881

	Service Contract
Contract Number:	4400002881
Vendor Number:	1109594
Date:	10/20/2015
Contract Term:	10/20/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 07-2016, Job Order Contracting

Contract Change No. 2, 08/09/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Each task order shall not exceed \$750,000.00

Overhead Rate shall be 2%, Profit Rate shall be 2%

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 10%. 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: Mike Murtaugh, Kane Construction, 240-720-6852, mmurtaugh@kaneconstruction.com



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
1 90922 Building Constrn Svc, JOC, Project Mgr		00000			

Price(Contract/Bid) 1 HR 57.25 USD

Material Text:

Building Construction Services, Job Order Contracting, Project Manager.

Each Task Order shall not exceed \$750,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

2	90922	Building Constrn Svc, JOC, Superntdr	nt	
		Price(Contract/Bid)	1 HR	55.65 USD

Material Text:

Building Construction Services, Job Order Contracting, Superintendent.

A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

3	90922	Building Constrn Svc,JOC,Admin Support		
		Price(Contract/Bid)	1 HR	39.65 USD

Material Text:

Building Construction Services, Job Order Contracting, Administrative Support. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

4	90922	Building Constrn Svc, JOC, Carpenter	r	
		Price(Contract/Bid)	1 HR	50.75 USD

Material Text:

Building Construction Services, Job Order Contracting, Carpenter.

A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials,



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
equip	ment and enginee	ring support for each task.		
5	90922	Building Constrn Svc, JOC, Lab	oorer	
		Price(Contract/Bid)	1 HR	16.00 USD
A firm	fixed hourly rate coment, alteration	ervices, Job Order Contracting, Labo for the performance of both minor and and maintenance projects. Contract ring support for each task.	d/or building const	
6	90922	Bldg Const JOC Task w/Overl Profit	head &	
		Price(Contract/Bid)	1 EA	1.00 USD
		1 100(001112001014)		

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$750,000.00. Overhead Rate shall be 2%, Profit Rate shall be 2%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



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

- 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 44XXXXXXX/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 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.

Buver

Jun C.

rized Signature

Page: 4 / 4

Contract Number: 4400002881



OFFICE OF PURCHASING

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

NORTH POINT BUILDERS INC 4210 NORTH POINT BLVD BALTIMORE MD 21222 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002898

	Service Contract
Contract Number:	4400002898
Vendor Number:	1104514
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 11-2016, Job Order Contracting

Contract Change No. 2, 08/10/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 2-Each task order shall not exceed \$750,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 5%, Profit Rate shall be 5%.

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 10%. 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: Kenneth W. Wingate, North Point Builders Inc., 410-477-8541, kwingate@npbinc.com



Page: 2 / 4 Contract Number: 4400002898

ltem	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc,JOC,Proj	ect Mgr	
		Price(Contract/Bid)	1 HR	60.00 USD
	ial Text: ng Construction Se	ervices, Job Order Contracting, Projec	t Manager.	•
Each	Task Order shall n	ot exceed \$750,000.00		
Perfo	rmance and payme	ent bonds will be requested on each jo	b in excess of \$5	0,000.00
replac	cement, alteration a	or the performance of both minor and/ and maintenance projects. Contracto ing support for each task.		
2	90922	Building Constrn Svc, JOC, Sup	erntdnt	
		Price(Contract/Bid)	1 HR	48.00 USD
replac	cement, alteration a	or the performance of both minor and/ and maintenance projects. Contracto ing support for each task. Building Constrn Svc,JOC,Adm	r will furnish mana	
		Support		
Buildiı A firm replac	fixed hourly rate for cement, alteration a	Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto ing support for each task.	or building constr	
4	90922	Building Constrn Svc, JOC, Carp	enter	
		Price(Contract/Bid)	1 HR	45.00 USD
Buildir A firm	fixed hourly rate for	ervices, Job Order Contracting, Carper or the performance of both minor and/ and maintenance projects. Contracto	or building constru	



Page: 3 / 4 Contract Number: 4400002898

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
equip	ment and enginee	ring support for each task.		
5	90922	Building Constrn Svc, JOC, Labo	orer	
		Price(Contract/Bid)	1 HR	26.00 USD
Buildi A firm repla	n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Labore or the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	or building constr	
6	90922	Bldg Const JOC Task w/Overh Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$750,000.00. Overhead Rate shall be 5%, Profit Rate shall be 5%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



Page: 4 / 4 Contract Number: 4400002898

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

- 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 44XXXXXXX/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 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.

In C.

rized Signature



OFFICE OF PURCHASING

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

PLANO COUDON LLC 2101 WASHINGTON BLVD BALTIMORE MD 21230 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002899

	Service Contract
Contract Number:	4400002899
Vendor Number:	1111169
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 05-2016, Job Order Contracting

Contract Change No. 2, 08/21/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 1-Each task order shall not exceed \$250,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 5%, Profit Rate shall be 9%.

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 10%. 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: Ryan Coudon, Plano-Coudon, LLC, 410-837-2570, rcoudon@plano-coudon.com



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	NIGP Code	Description	Unit	Price
1	90922	Building Constrn Svc,JOC,Proj	ect Mgr	· · · · · · · · · · · · · · · · · · ·
		Price(Contract/Bid)	1 HR	70.00 USD
	rial Text: ing Construction S	ervices, Job Order Contracting, Projec	t Manager.	
Each	Task Order shall r	not exceed \$250,000.00		
Perfo	rmance and paym	ent bonds will be requested on each jo	b in excess of \$	50,000.00
repla	cement, alteration	for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.		
2	90922	Building Constrn Svc, JOC, Sup	erntdnt	
		Price(Contract/Bid)	1 HR	58.00 USD
	cement, alteration	for the performance of both minor and/ and maintenance projects. Contracto		
equip	ment and enginee 90922	Building Constrn Svc, JOC, Adm	in	
equip	-	Building Constrn Svc,JOC,Adm Support		
equip 3	90922	Building Constrn Svc, JOC, Adm	in 1 HR	45.00 USD
equip 3 Mate Buildi A firn repla	90922 rial Text: ing Construction S n fixed hourly rate f cement, alteration	Building Constrn Svc,JOC,Adm Support	1 HR istrative Support or building cons	t. truction renovation, repair,
equip 3 Mate Buildi A firn repla	90922 rial Text: ing Construction S n fixed hourly rate f cement, alteration	Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin for the performance of both minor and/ and maintenance projects. Contracto	1 HR istrative Support or building cons r will furnish mar	t. truction renovation, repair,
equip 3 Mate Buildi A firm repla equip	90922 rial Text: ing Construction S n fixed hourly rate f cement, alteration ment and enginee	Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	1 HR istrative Support or building cons r will furnish mar	t. truction renovation, repair,



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
equip	ment and enginee	ring support for each task.		
5	90922	Building Constrn Svc,JOC,Lab	orer	
		Price(Contract/Bid)	1 HR	35.00 USD
A firm repla	n fixed hourly rate f cement, alteration	ervices, Job Order Contracting, Labore for the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	or building constr	
6	90922	Bldg Const JOC Task w/Overh Profit	ead &	
		Price(Contract/Bid)	1 EA	1.00 USD
Mate	rial Text:		н. 	•

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$250,000.00. Overhead Rate shall be 5%, Profit Rate shall be 9%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



Page: 4 / 4 Contract Number: 4400002899

OFFICE OF PURCHASING

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

- 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 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.

Buyer

Sm C.

rized Signature



OFFICE OF PURCHASING

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

SHADE CONSTRUCTION CO INC 1730 EAST JOPPA ROAD BALTIMORE MD 21234 USA

PREVIEW

Page: 1 / 4 Contract Number: 4400002897

	Service Contract
Contract Number:	4400002897
Vendor Number:	1111174
Date:	10/30/2015
Contract Term:	10/30/2015 to 08/31/2018
Header Target:	\$9,000,000.00
Ceiling Value:	\$16,576,893.75 Over 5 Years
Buyer:	Anna Anuszewski
Telephone:	410-313-6378
Fax Number:	410-313-6388
Email:	aanuszewski@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2015-60 and Agreement CA 09-2016, Job Order Contracting

Contract Change No. 2, 08/03/2017. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 09/01/2017 to 08/31/2018. All other terms and conditions remain unchanged.

Tier 2-Each task order shall not exceed \$750,000.00

Performance and payment bonds will be requested on each job in excess of \$50,000.00

Overhead Rate shall be 3%, Profit Rate shall be 5%.

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 10%. 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: William J. Shade, Shade Construction Co., Inc., 410-665-5300, wjs@shadeconstruction.net



	NIGP Code	Description	Unit	Price	
1	90922	Building Constrn Svc, JOC, Proj	ect Mgr		·
		Price(Contract/Bid)	1 HR	85.00 USD	
	rial Text: ing Construction Se	ervices, Job Order Contracting, Projec	t Manager.		
Each	Task Order shall r	not exceed \$750,000.00			
Perfo	rmance and payme	ent bonds will be requested on each jo	b in excess of \$	50,000.00	
repla	cement, alteration	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task.			
2	90922	Building Constrn Svc, JOC, Sup	erntdnt		
		Price(Contract/Bid)	1 HR	75.00 USD	
Buildi		ervices, Job Order Contracting, Superi or the performance of both minor and/		truction renovation rer	pair
Buildi A firm replae	ng Construction Se n fixed hourly rate f cement, alteration a	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	or building const r will furnish man		
Buildi A firm replac equip	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm Support	or building const r will furnish man		
Buildi A firm replac equip 3 Mater Buildi A firm replac	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate fo cement, alteration a	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm	or building const r will furnish man in 1 HR istrative Support or building const	agement, labor, mate 37.00 USD t. truction renovation, rep	rials, bair,
Buildi A firm replac equip 3 Mater Buildi A firm replac	ng Construction Se n fixed hourly rate f cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate fo cement, alteration a	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto	or building const r will furnish man in 1 HR istrative Support or building const r will furnish man	agement, labor, mate 37.00 USD t. truction renovation, rep	rials, bair,
Buildi A firm replac equip 3 Mater Buildi A firm replac equip	ng Construction Se n fixed hourly rate for cement, alteration a ment and engineer 90922 rial Text: ng Construction Se n fixed hourly rate for cement, alteration a ment and engineer	or the performance of both minor and/ and maintenance projects. Contracto ring support for each task. Building Constrn Svc,JOC,Adm Support Price(Contract/Bid) ervices, Job Order Contracting, Admin or the performance of both minor and/ and maintenance projects. Contracto ring support for each task.	or building const r will furnish man in 1 HR istrative Support or building const r will furnish man	agement, labor, mate 37.00 USD t. truction renovation, rep	rials, bair,



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
equip	ment and engineering	support for each task.		
5	90922	Building Constrn Svc, JOC, Labor	er	
		Price(Contract/Bid)	1 HR	35.00 USD
A firm repla	n fixed hourly rate for t cement, alteration and	ces, Job Order Contracting, Laborer he performance of both minor and/or maintenance projects. Contractor support for each task.	r building constr	· · · ·
6	90922	Bldg Const JOC Task w/Overhea Profit	ad &	
		Price(Contract/Bid)	1 EA	1.00 USD
	rial Text: ing Construction Servi	ces, Job Order Contracting, Task Or	der Total Overa	all Price including Overhead ar

Building Construction Services, Job Order Contracting, Task Order Total Overall Price including Overhead and Profit. Performance and payment bonds will be requested on each task in excess of \$50,000.00. Each task order shall not exceed \$750,000.00. Overhead Rate shall be 3%, Profit Rate shall be 5%. A firm fixed hourly rate for the performance of both minor and/or building construction renovation, repair, replacement, alteration and maintenance projects. Contractor will furnish management, labor, materials, equipment and engineering support for each task.

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.



OFFICE OF PURCHASING

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

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 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.

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Buyer

rized Signature