



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

PREVIEW

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Contract Number: 4400003035

E&R SERVICES INC
6222 SEABROOK ROAD
LANHAM MD 20706
USA

Service Contract	
Contract Number:	4400003035
Vendor Number:	1111047
Date:	04/20/2016
Contract Term:	04/20/2016 to 03/31/2019
Header Target:	\$1,105,126.25
Ceiling Value:	1,105,126.25 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 29-2016, Roadway Utility Patching

Tier 1 - Individual task orders shall not exceed \$30,000.00

Performance and Payment Bonds No. HSA-MA-1335 \$100,000.00

Contract Change No. 4, 03/29/2018. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 04/01/2018 to 03/31/2019. All other terms and conditions remain unchanged.

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

Vendor Contact: Emilio Rodriguez, E & R Services, Inc., 301-805-1731, erservicesinc@comcast.net

Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization		
		Price(Contract/Bid)	1 DAY	2,800.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface,Superpave Surface		

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Item	NIGP Code	Description	Unit	Price
		9.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	200.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	300.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch 19.5mm		
		Price(Contract/Bid)	1 TON	300.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	400.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes		
		Price(Contract/Bid)	1 EA	400.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class 2 Excavation		
		Price(Contract/Bid)	1 YD3	60.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class 2 Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb		
		Price(Contract/Bid)	1 FT	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface, Blacktop Curb Placement		
		Price(Contract/Bid)	1 FT	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text:				

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Item	NIGP Code	Description	Unit	Price
Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	40.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	126.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	126.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	4.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				

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Contract Number: 4400003035

Item	NIGP Code	Description	Unit	Price
22	91396	Paving/Resurface,Permanent Markng Symbls		
		Price(Contract/Bid)	1 FT2	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	2,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

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



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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 reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

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

Buyer

Authorized Signature



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Contract Number: 4400003030

GENERAL PAVING & CONTRACTING
PO BOX 18202
BALTIMORE MD 21227
USA

Service Contract	
Contract Number:	4400003030
Vendor Number:	1102436
Date:	04/12/2016
Contract Term:	04/01/2016 to 03/31/2019
Header Target:	\$1,105,126.25
Ceiling Value:	1,105,126.25 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 31-2016, Roadway Utility Patching

Tier 1 - Individual task orders shall not exceed \$30,000.00

Performance and Payment Bonds No. 9214006 \$100,000.00

Contract Change No. 3, 03/29/2018. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 04/01/2018 to 03/31/2019. All other terms and conditions remain unchanged.

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

Vendor Contact: Robert Quinn, General Paving & Contracting, 410-247-7428, bob@generalpavinginc.com
Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization Price(Contract/Bid)	1 DAY	2,750.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface,Superpave Surface 9.5mm		

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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 TON	98.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	112.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	95.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	93.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	173.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch 19.5mm		
		Price(Contract/Bid)	1 TON	173.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		
		Price(Contract/Bid)	1 EA	245.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes		
		Price(Contract/Bid)	1 EA	100.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class 2 Excavation		
		Price(Contract/Bid)	1 YD3	66.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class 2 Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb		
		Price(Contract/Bid)	1 FT	28.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface, Blacktop Curb Placement		
		Price(Contract/Bid)	1 FT	22.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				



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Item	NIGP Code	Description	Unit	Price
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	55.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	275.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	178.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	0.75 USD
Material Text: Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	1.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				
22	91396	Paving/Resurface, Permanent Markng		



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Item	NIGP Code	Description	Unit	Price
		Symbols		
		Price(Contract/Bid)	1 FT2	12.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	1,865.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

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



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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 reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

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

Buyer

Authorized Signature



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Contract Number: 4400003016

M.T. LANEY COMPANY INC
5400 ENTERPRISE ST
ELDERSBURG MD 21784
USA

Service Contract	
Contract Number:	4400003016
Vendor Number:	1103817
Date:	03/30/2016
Contract Term:	04/01/2016 to 03/31/2019
Header Target:	\$1,465,000.00
Ceiling Value:	1,933,971.00 Over 5 Years
Buyer:	Robert Bowins
Telephone:	410-313-6375
Fax Number:	410-313-6388
Email:	rbowins@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2016-31 and Agreement CA 30-2016, Roadway Utility Patching

Contract Change No. 3, 03/29/2018. This contract change is for the purpose of exercising the second of 4 one-year renewal options for the period of 04/01/2018 to 03/31/2019. All other terms and conditions remain unchanged.

Performance and Payment Bond No. MDC53156

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

Vendor Contact: Carol Fogle, 410-795-1761 ext 216, cfogle@mtlaney.com

Agency Contact: Joyce Parker, DPW/Utilities, 410-313-4941, jparker@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	91396	Paving/Resurface, Maintenance of Traffic		
		Price(Contract/Bid)	1 DAY	3,500.00 USD

Material Text:

Paving/Resurfacing, Utility Cuts, Provide All Traffic Control for State and County Roads in accordance with Maryland State and Howard County traffic control regulations.

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Item	NIGP Code	Description	Unit	Price
2	91396	Paving/Resurface, Mobilization		
		Price(Contract/Bid)	1 DAY	7,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Mobilization				
3	91396	Paving/Resurface, Superpave Surface 9.5mm		
		Price(Contract/Bid)	1 TON	90.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 9.5 mm PG 64-22, Level 2				
4	91396	Paving/Resurface, Superpave Surface 12.5mm		
		Price(Contract/Bid)	1 TON	100.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Surface Course 12.5 mm PG 76-22, Level 2				
5	91396	Paving/Resurface, Superpave Base 12.5mm		
		Price(Contract/Bid)	1 TON	86.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 12.5 mm PG 64-22, Level 2				
6	91396	Paving/Resurface, Superpave Base 19.5mm		
		Price(Contract/Bid)	1 TON	85.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Superpave Base Course 19.5 mm PG 64-22, Level 2				
7	91396	Paving/Resurface, Full Depth Patch 12.5mm		
		Price(Contract/Bid)	1 TON	140.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 12.5 mm PG 64-22, Level 2				
8	91396	Paving/Resurface, Full Depth Patch		

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Item	NIGP Code	Description	Unit	Price
		19.5mm		
		Price(Contract/Bid)	1 TON	140.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Full Depth Patching 19.5 mm PG 64-22, Level 2				
9	91396	Paving/Resurface, S/SD Manhole Riser		
		Price(Contract/Bid)	1 EA	225.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Furnish and Replace S/SD Manhole Riser (Risers less or equal to 2")				
10	91396	Paving/Resurface, Water Valve Boxes		
		Price(Contract/Bid)	1 EA	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Raising Water Valve Boxes (Risers 2" or less)				
11	91396	Paving/Resurface, Class I Excavation		
		Price(Contract/Bid)	1 YD3	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Class I Excavation				
12	91396	Paving/Resurface, Remove Blacktop Curb		
		Price(Contract/Bid)	1 FT	25.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Blacktop Curb				
13	91396	Paving/Resurface, Blacktop Curb Placement		
		Price(Contract/Bid)	1 FT	10.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Blacktop Curb Placement				
14	91396	Paving/Resurface, Remove Curb & Gutter		
		Price(Contract/Bid)	1 FT	31.00 USD

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Item	NIGP Code	Description	Unit	Price
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard or Modified Combination Curb & Gutter				
15	91396	Paving/Resurface, Replace Curb & Gutter		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard or Modified Combination Curb & Gutter				
16	91396	Paving/Resurface, Remove Standard Curb		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Standard Curb				
17	91396	Paving/Resurface, Replace Standard Curb		
		Price(Contract/Bid)	1 FT	31.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Standard Curb				
18	91396	Paving/Resurface, Remove Concrete Driveway		
		Price(Contract/Bid)	1 YD2	130.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Remove and Replace Existing Concrete Driveway Entrances				
19	91396	Paving/Resurface, Rplce Concrete Driveway		
		Price(Contract/Bid)	1 YD2	130.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Replace Existing Concrete Driveway Entrances				
20	91396	Paving/Resurface, Temporary Striping		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text:				



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Item	NIGP Code	Description	Unit	Price
Paving/Resurfacing, Utility Cuts, Temporary Striping				
21	91396	Paving/Resurface, Permanent Markings		
		Price(Contract/Bid)	1 FT	3.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings				
22	91396	Paving/Resurface, Permanent Markng Symls		
		Price(Contract/Bid)	1 FT2	70.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Permanent Markings, Numbers, Arrows and Symbols				
23	91396	Paving/Resurface, Graded Aggregate Base		
		Price(Contract/Bid)	1 TON	30.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, Graded Aggregate Base				
24	91396	Paving/Resurface, Minimum Fee		
		Price(Contract/Bid)	1 EA	2,500.00 USD
Material Text: Paving/Resurfacing, Utility Cuts, minimum Fee, Lump Sum When Contractor Arrives at Site and Assigned Location is Not Ready for Filling Utility Cuts				

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



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while this Contract is in effect, including any renewals thereof.

7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.

8. Invoices for release Purchase Orders against this Contract must include:

- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXX);
- 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 reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

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

Buyer

Authorized Signature