

# Caroline County Government

109 Market Street, Room 123

Denton, MD 21629

Telephone: (410) 479-0660

Fax: (410) 479-4060

## SHORT-FORM VENDOR CONTRACT

Date: 3/15/2023

Bid #: CCDPW2023-03

Contract Type:

Bid

### VENDOR:

Name

Address

City, State Zip

Phone & Fax Number

Email

Contact

-----  
This Agreement made on the date signed below is between the County Commissioners of Caroline County, a body politic and corporate and political subdivision of the State of Maryland (**COUNTY**), and the **VENDOR** identified above, a Maryland business or non-Maryland business licensed to conduct business in the State as set forth below. *(circle one)*

*With few exceptions, all vendors are required to register with SDAT.*

### I. **PRODUCT/SERVICE:** Describe the product or service to be provided.

Item Description	Unit /SY/LY/FT/LF	Unit Price
Excavation – Box-Out/Widening	CY	\$
CR-6 Base Installation	CY	\$
5” HMA Surface Course	Ton	\$

#### **Contingency Item**

Over-excavation and backfill	CY	\$
------------------------------	----	----

The total contract price may increase or decrease. The actual price will be based on the approved annual Caroline County budgets. Final budgets are approved in June of each year.

## II. CONTRACT TERMS

The term of this Agreement shall be for one (1) year, beginning on \_\_\_\_\_, and ending on \_\_\_\_\_.

The parties shall have the option to renew this Agreement for up to 4 more successive annual terms. The parties agree that the Maryland Asphalt Association's current prevailing monthly price for asphalt (the "Asphalt Index") in the month of April 2023 is \$ \_\_\_\_\_, and that the above contract price is based upon that figure. In each month of the first year of the term, if the Asphalt Index is higher or lower than \$ \_\_\_\_\_, the billing price shall be adjusted, either higher or lower, to reflect the increased or decreased cost of petroleum-based materials. In April of each succeeding year, the base contract price shall be established based upon the Asphalt Index in that month and shall continue the same process for either increase or decrease in the monthly billing price based upon the cost of petroleum-based materials. If the parties do not agree upon the pricing, there shall be no further renewal of this Agreement.

All work will be performed in compliance with the technical specifications and standards required by the State of Maryland and Caroline County, and the higher standard shall prevail. In the absence of such specifications, all work shall be performed to the highest standards of workmanship. All work shall be warranted against defects in material and or workmanship for a period of one (1) year unless otherwise specified.

VENDOR agrees to submit a copy of this Agreement and ALL DELIVERABLES with each invoice to the Caroline County Government. The final invoice is to be submitted within 60 days of the completion of this Agreement. Caroline issues checks on a weekly basis. Payment will not be made until all deliverables are received.

VENDOR agrees to the following miscellaneous provisions

1. The VENDOR agrees to operate and provide services in accordance with the provisions of this Agreement, with all assurances, terms, and conditions included.
2. The VENDOR assures Caroline County Government that it possesses the legal authority to enter this Agreement and that its governing body has authorized the signatory official to enter this Agreement and any subsequent modifications.
3. The VENDOR further assures Caroline County Government that neither it nor its principals are presently debarred from receiving federal, state, or local funds and shall disclose before execution of this Agreement any litigation or potential litigation the VENDOR may be subject to.
4. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.

5. The VENDOR shall indemnify and hold harmless the County from any loss, cost, damage, or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
6. Caroline County Government reserves the right to cancel this Agreement should the VENDOR fail to fulfill in a timely and proper manner its obligations under this Agreement.
7. The VENDOR does not have a right to terminate the Agreement except as provided above. The VENDOR has no right to stop work on the Project. In the event of any dispute between the VENDOR and Owner involving the VENDOR's claim to entitlement to any payment, the VENDOR must diligently proceed with the work pending resolution of the dispute.
8. Caroline County Government, the State of Maryland, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this agreement.
9. The VENDOR will supply reports and paperwork as required by Caroline County Government and will retain records pertaining to this agreement for a minimum of three (3) years.
10. The VENDOR will obtain and keep in force, during the terms of the Agreement, insurance required by law and such additional amounts as deemed reasonable or prudent by the County.
11. The VENDOR must obtain and pay for all required permits, fees, and licenses. The VENDOR must comply with all Laws and Regulations applicable to the Project and to the work.
12. The VENDOR must maintain the Project Site in a reasonably clean condition during the performance of the work. Upon Final Completion, the VENDOR must thoroughly clean the Project Site of all debris, trash, and excess materials or equipment.
13. At all times relevant to this Agreement, the VENDOR must permit the Owner to enter the Project Site and to review or inspect the work without formality or other procedure.
14. The benefits and obligations hereunder shall not be sublet, assigned, delegated, or otherwise disposed of by either party, except with prior written consent of the other party.
15. Any sublease, assignment, delegation, or other disposals in violation of the section shall be null and void.
16. The Owner may reject work that does not conform to the County guidelines at any time. Unless the VENDOR is specifically instructed otherwise, any work that fails a required test, inspection, or approval will be considered as having been rejected, whether or not specific notice of rejection is given by the Owner.
  - a. The VENDOR must promptly correct or, at the Owner's option, replace work that is rejected by the Owner as defective or which otherwise fails to conform to the requirements of the County guidelines, whether before or after Substantial Completion. The VENDOR must bear the costs and any time impact related to correcting or replacing such rejected work.

- b. If the Owner determines that it is in its best interests to accept work that is not in accordance with the requirements of the contract documents instead of requiring its correction or replacement, the Owner may accept such work with an appropriate corresponding adjustment reducing the contract price. Any such acceptance of defective or nonconforming work will not extend to defects or deficiencies not expressly revealed to the Owner in writing at the time of acceptance. Any such acceptance to be effective must be in writing and signed by the Contract Administrator.
17. The VENDOR shall provide warranties to Caroline County against defects in materials and workmanship.
  - a. **Limits of Warranted Work** - The warranted work includes all paving applications on driving lanes and shoulders.
  - b. **Warranty Period** - The length of warranty will be 1 year from the Acceptance Date of the Warranted Work.
18. All disputes under this Agreement, if not resolved by the parties, shall be resolved in accordance with the laws of the State of Maryland by a court of competent jurisdiction located in Caroline County.
19. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein. The terms of this Agreement shall prevail over any conflicting provision of any Attachment hereto.
20. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.
21. In the event of violations or breaches of the requirements of this Agreement by the VENDOR, Caroline County Government may pursue any legal remedies or sanctions as may be appropriate.
22. As evidenced by the signatures below, this Agreement is hereby executed pursuant to the terms and conditions contained herein. Pursuant to Caroline County Code, §51-6, the Director of Purchasing, his or her designee, and all department heads have the authority to enter into contracts on behalf of the County within their purchasing authority.
23. The Owner may order one or more changes to the work within the general scope of this Agreement. The VENDOR must proceed with any such changes. A change order may provide for an adjustment in the amount payable to the VENDOR based only on the reasonable and fair cost estimate, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies, and equipment, the rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead.

24. The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the VENDOR has incurred up to the date of termination and all reasonable costs associated with the termination of the Agreement; provided, however, the VENDOR shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
  
25. Insurance required by the terms of this Agreement:
  - A. General Liability – Minimum \$2,000,000
  - B. Workers' Compensation Insurance as required by law.
  - C. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
  
26. Nothing in this Contract creates an employee-employer relationship between the VENDOR and COUNTY.

**IN WITNESS WHEREOF**, each party has executed this Agreement on the date set forth with its signature.

**EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**ATTEST:**

**COUNTY COMMISSIONERS OF  
CAROLINE COUNTY,  
MARYLAND**

\_\_\_\_\_  
Kaleigh Leager  
Executive Assistant

\_\_\_\_\_  
J. Travis Breeding, President

CONTRACTOR

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved for legal sufficiency:

\_\_\_\_\_  
Stewart Barroll, County Attorney