**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002916

| Service Contract | |
|---|---|
| Contract Number: | 4400002916 |
| Vendor Number: | 1109277 |
| Date: | 12/03/2015 |
| Contract Term: | 12/02/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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 |

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

**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. 3, 08/15/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|---|
| 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 | 90922 | Building Constrn Svc,JOC,Admin 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.

| | | | | | |
|---|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter | | | |
| | | 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,

**Howard County, Maryland**

**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 |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 17.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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 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.
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 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** **rized Signature**

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002900

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

| Service Contract | |
|---|---|
| Contract Number: | 4400002900 |
| Vendor Number: | 1111172 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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. 3, 08/15/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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.

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

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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 96.00 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,Superntdnt | | |
| | | Price(Contract/Bid) | 1 HR | 59.00 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 | 90922 | Building Constrn Svc,JOC,Admin Support | | |
| | | Price(Contract/Bid) | 1 HR | 37.00 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.

| | | | | |
|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter | | |
| | | Price(Contract/Bid) | 1 HR | 45.00 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 23.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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 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.
8. 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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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.

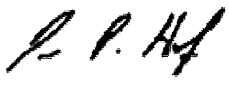
10. Remedies for Default

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** **rized Signature** 

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002922

| Service Contract | |
|---|---|
| Contract Number: | 4400002922 |
| Vendor Number: | 1111171 |
| Date: | 12/08/2015 |
| Contract Term: | 11/19/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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 |

HARIS DESIGN AND CONSTRUCTION CO
13520 POTOMAC RIDING LANE
POTOMAC MD 20850
USA

**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. 4, 08/16/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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: Haris Siddiqui, 301-294-6390, hsiddiqui@harisdesign.com

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 83.33 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,Superntdnt | | |
| | | Price(Contract/Bid) | 1 HR | 65.13 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 | 41.26 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 | | |
| | | Price(Contract/Bid) | 1 HR | 50.25 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,

**Howard County, Maryland**

**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 |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 40.07 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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

a. Contractor's name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any 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.

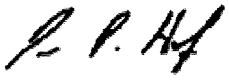
10. Remedies for Default

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** **rized Signature** 

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002895

| Service Contract | |
|---|---|
| Contract Number: | 4400002895 |
| Vendor Number: | 1102653 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $21,000,000.00 |
| 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 |

HARKINS BUILDERS INC
10490 LITTLE PATUXENT PARKWAY SUITE 400
COLUMBIA MD 21044
USA

**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. 3, 08/28/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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: Ben Nichols, Harkins Builders, Inc., 410-750-2600, bnichols@harkinsbuilders.com

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 90.00 USD |

Material Text:
Building Construction Services, Job Order Contracting, Project Manager.

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

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 | 75.00 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 | 90922 | Building Constrn Svc,JOC,Admin Support | | |
| | | Price(Contract/Bid) | 1 HR | 45.00 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.

| | | | | |
|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter | | |
| | | Price(Contract/Bid) | 1 HR | 45.00 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 30.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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.
8. 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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** **rized Signature**

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002906

| Service Contract | |
|---|---|
| Contract Number: | 4400002906 |
| Vendor Number: | 1111170 |
| Date: | 11/09/2015 |
| Contract Term: | 11/10/2015 to 08/31/2019 |
| 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 |

HASCON LLC
9017 MENDENHALL COURT SUITE D
COLUMBIA MD 21045
USA

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

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

Contract Change No. 4, 08/15/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 71.25 USD |

Material Text:
Building Construction Services, Job Order Contracting, Project Manager.

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

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 | 63.75 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 | 26.25 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 | | |
| | | Price(Contract/Bid) | 1 HR | 56.25 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 48.75 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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.
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 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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.

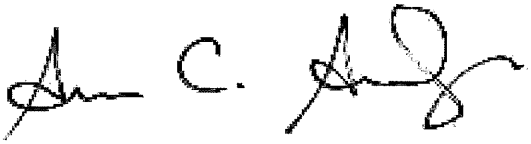
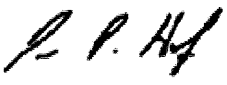
10. Remedies for Default

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**  **rized Signature** 

**Howard County, Maryland**

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

**PREVIEW**


Contract Number: 4400002896

HAYES CONSTRUCTION COMPANY
PO BOX 368
PHOENIX MD 21131
USA

| Service Contract | |
|---|---|
| Contract Number: | 4400002896 |
| Vendor Number: | 1111173 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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. 5, 08/15/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr<br>Price(Contract/Bid) | 1 HR | 35.42 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<br>Price(Contract/Bid) | 1 HR | 53.13 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<br>Price(Contract/Bid) | 1 HR | 15.18 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<br>Price(Contract/Bid) | 1 HR | 35.42 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 25.30 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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.
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:

**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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** C. **rized Signature**

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002881

| Service Contract | |
|---|---|
| Contract Number: | 4400002881 |
| Vendor Number: | 1109594 |
| Date: | 10/20/2015 |
| Contract Term: | 10/20/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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 |

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

**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. 3, 08/27/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | 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,Superntdnt | | |
| | | 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 | | |
| | | 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 16.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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 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.
8. 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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** C. **rized Signature**

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002898

| Service Contract | |
|---|---|
| Contract Number: | 4400002898 |
| Vendor Number: | 1104514 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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 |

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

**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. 3, 08/15/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr<br>Price(Contract/Bid) | 1 HR | 60.00 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,Superntdnt<br>Price(Contract/Bid) | 1 HR | 48.00 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 | 90922 | Building Constrn Svc,JOC,Admin Support<br>Price(Contract/Bid) | 1 HR | 35.00 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.

| | | | | |
|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter<br>Price(Contract/Bid) | 1 HR | 45.00 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 26.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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.
8. 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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** C. **rized Signature**

**Howard County, Maryland**

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

**PREVIEW**


Contract Number: 4400002899

PLANO COUDON LLC
2101 WASHINGTON BLVD
BALTIMORE MD 21230
USA

| Service Contract | |
|---|---|
| Contract Number: | 4400002899 |
| Vendor Number: | 1111169 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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. 3, 08/16/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

**Howard County, Maryland**

**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 |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 70.00 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 | 58.00 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 | 90922 | Building Constrn Svc,JOC,Admin Support | | |
| | | Price(Contract/Bid) | 1 HR | 45.00 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.

| | | | | |
|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter | | |
| | | Price(Contract/Bid) | 1 HR | 45.00 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 35.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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.
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:

**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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** C. **rized Signature**

**Howard County, Maryland**

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

# PREVIEW


Contract Number: 4400002897

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

| Service Contract | |
|---|---|
| Contract Number: | 4400002897 |
| Vendor Number: | 1111174 |
| Date: | 10/30/2015 |
| Contract Term: | 10/30/2015 to 08/31/2019 |
| Header Target: | $12,000,000.00 |
| 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. 3, 08/27/2018. This contract change is for the purpose of exercising the third of 4 one-year renewal options for the period of 09/01/2018 to 08/31/2019. 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

Agency Contact: Scott Streib, DPW/Bureau of Facilities , 410-313-6163, sstreib@howardcountymd.gov

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|
| 1 | 90922 | Building Constrn Svc,JOC,Project Mgr | | |
| | | Price(Contract/Bid) | 1 HR | 85.00 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,Superntdnt | | |
| | | Price(Contract/Bid) | 1 HR | 75.00 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 | 90922 | Building Constrn Svc,JOC,Admin Support | | |
| | | Price(Contract/Bid) | 1 HR | 37.00 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.

| | | | | |
|---|---|---|---|---|
| 4 | 90922 | Building Constrn Svc,JOC,Carpenter | | |
| | | Price(Contract/Bid) | 1 HR | 55.00 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,

| Item | NIGP Code | Description | Unit | Price |
|---|---|---|---|---|

equipment and engineering support for each task.

5 90922 Building Constrn Svc,JOC,Laborer

Price(Contract/Bid) 1 HR 35.00 USD

Material Text:
Building Construction Services, Job Order Contracting, Laborer.
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 Const JOC Task w/Overhead & Profit

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 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.
8. 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 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X – the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination 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** C. **rized Signature**