

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

CORRELLI INCORPORATED 8031 NORRIS LANE DUNDALK MD 21222 USA

Service Contract Contract Number: 4400003105 Vendor Number: 1111709 Date: 07/14/2016 Contract Term: 07/01/2016 to 06/30/2021 Header Target: \$4,000,000.00 Ceiling Value: \$8,000,000.00 Over 6 Years Buyer: Shelley Liby, CPPB Telephone: 410-313-6379 Fax Number: 410-313-6388 Email: sjliby@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2016-70, Heavy Equipment Parts and Service

Contract Change No. 4, 05/15/2020. This contract change is for the purpose of exercising the fourth of five (5) one-year renewal options for the period of 07/01/2020 to 06/30/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers. For contracts based on discounts insert: Invoices against contract lines with discounts, rather than unit prices, must show the list price, discount amount and net pricing for each item.

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.

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

Vendor Contact: Bill Correlli, 443-503-5641, email bill@correlli.net

Agency Contact: Adam D. Brown, Central Fleet, 410-313-2047, email adbrown@howardcountymd.gov

ltem	NIGP Code	Description	Unit	Price

PREVIEW



ltem	NIGP Code	Description	Unit	Price		
1	92847 Hvy Equi Maint +15 Eng Repair/Recond					
		Price(Contract/Bid)	1 HR	99.00 USD		
Heav	Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Engine, Fue System, Shop Labor Rate					
2	92847	Hvy Equi Maint +15 Eng Parts &	Mat.			
		Price(Contract/Bid)	1 EA	1.00 USD		
Heav	Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials 1.35% markup					
3	92847	Hvy Equi Maint -15 Eng Repair/F	Recond			
		Price(Contract/Bid)	1 HR	99.00 USD		
Heav	rial Text: y Equipment Maintenan em, Shop Labor Rate	ce, GVW UNDER 15,000 lbs., Red	conditioning and	d Repair Services, Engine, Fuel		
4	92847	Hvy Equi Maint -15 Eng Parts &	Mat.			
		Price(Contract/Bid)	1 EA	1.00 USD		
Material Text: Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, Engine, Fuel System, Parts and Materials 1.35% markup						
5	92847	Hvy Equi Maint +15 Repair/RecondTrans				
		Price(Contract/Bid)	1 HR	99.00 USD		
Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Transmission (Rear End, Main, Transfer Case, Chain and Final Drives) Shop Labor Rate						
6	92847	Hvy Equi Maint +15 Eng Parts & Mat.Trans				
		Price(Contract/Bid)	1 EA	1.00 USD		
	Material Text: Heavy Equipment Maintenance, GVW OVER 15,000 lbs., Reconditioning and Repair Services, Transmission,					



ltem	NIGP Code	Description	Unit	Price
Parts	and Materials 1.35	% markup		
7	92847	Hvy Equi Maint -15 Repair/RecondTrans Price(Contract/Bid)	1 HR	99.00 USD
Heav		nance, GVW UNDER 15,000 lbs., Reco r Case, Chain and Final Drives) Shop L	onditioning and	
8	92847	Hvy Equi Maint -15 Eng Parts & Mat.Trans		
Price(Contract/Bid)1 EA1.00 USDMaterial Text:Heavy Equipment Maintenance, GVW UNDER 15,000 lbs., Reconditioning and Repair Services, TransmissionParts and Materials1.35% markup				
9	92847	Hvy Equi Maint +15 Repair/Recond Exhaus	d.	
Heav	rial Text: y Equipment Mainte em, Shop Labor Rate	Price(Contract/Bid) nance, GVW OVER 15,000 lbs., Recond	1 HR ditioning and 1	99.00 USD Repair Services, Exhaust
10	92847	HvyEqui Maint +15 Eng Parts&Mat.Exhaust		
Heav	rial Text: ry Equipment Mainte em, Parts and Materi	Price(Contract/Bid) nance, GVW OVER 15,000 lbs., Recond als 1.35% markup	1 EA ditioning and I	1.00 USD Repair Services, Exhaust
11	92847	Hvy Equi Maint +15 Repair/RecondHyd&Pnue Price(Contract/Bid)	1 HR	99.00 USD
Heav		nance, GVW OVER 15,000 lbs., Recond Systems, Shop Labor Rate	ditioning, Rep	



ltem	NIGP Code	Description	Unit	Price
12	92847	HvyEqui Maint +15 Eng Parts&Mat.Hyd&Pnue		
Moto	rial Text:	Price(Contract/Bid)	1 EA	1.00 USD
Heav	y Equipment Maintenand	ce, GVW OVER 15,000 lbs., Recondit tems, Parts and Materials 1.35% mai		and replacement Services,
13	92847	Hvy Equi Maint -15 Repair/RecondHyd&Pnue		
	4-1 	Price(Contract/Bid)	1 HR	99.00 USD
Heav	rial Text: y Equipment Maintenand aulic and Pnuematic Sys	ce, GVW UNDER 15,000 lbs., Recond tems, Shop Labor Rate	litioning, Repa	ir and Replacement Services,
14	92847	HvyEqui Maint -15 Eng Parts&Mat.Hyd&Pnue		
Heav		Price(Contract/Bid) ce, GVW UNDER 15,000 lbs., Recond tems, Parts and Materials 1.35% mai		1.00 USD ir and replacement Services,
15	92847	Hvy Equi Maint +15 Repair/Recond Electri		
		Price(Contract/Bid)	1 HR	99.00 USD
Heav	rial Text: y Equipment Maintenanc ems, Shop Labor Rate	ce, GVW OVER 15,000 lbs., Recondit	ioning and Re	pair Services, Electrical
16	92847	HvyEqui Maint +15 Eng Parts&Mat.Electric		
		Price(Contract/Bid)	1 EA	1.00 USD
Heav	rial Text: y Equipment Maintenanc ems, Parts and Materials	ce, GVW OVER 15,000 lbs., Recondit 1.35% markup	ioning and Re	pair Services, Electrical



Item	NIGP Code	Description	Unit	Price	
17	92847	Hvy Equi Maint -15 Repair/Recond Electri			
		Price(Contract/Bid)	1 HR	99.00 USD	
Heav	rial Text: y Equipment Maintenand ems, Shop Labor Rate	ce, GVW UNDER 15,000 lbs., Recond	litioning and R	Repair Services, Electrical	
18	92847	HvyEqui Maint -15 Eng Parts&Mat.Electric			
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav	rial Text: y Equipment Maintenanc ems, Parts and Materials	ce, GVW UNDER 15,000 lbs., Recond 1.35% markup	litioning and R	Repair Services, Electrical	
19	92847	Hvy Equi Maint Snow Plows & Auxill			
		Price(Contract/Bid)	1 HR	99.00 USD	
Heav	Material Text: Heavy Equipment Maintenance, Reconditioning and Repair Services, Snow Plow & Other Auxilary Installation on Heavy Equip/Vehicles, Shop Labor Rate				
20	92847	HvyEqui MaintParts&MatSnowPlow&Auxill			
		Price(Contract/Bid)	1 EA	1.00 USD	
Heav		ce, Reconditioning and Repair Service rts and Materials 1.35% markup	es, Snow Plow	v & Other Auxiliary Installation	
21	92847	Hvy Equi MaintLoaders,Backhoe,Ca Equip	t		
		Price(Contract/Bid)	1 HR	99.00 USD	
Heav		ce, Reconditioning, Repair and Perfor hoe, Caterpillar Equip, Shop Labor R		g Services, Loaders,	
22	92847	HvyEqui MaintParts&MatLoaderBackhoeCat			



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ltem	NIGP Code	Description	Unit	Price	
		Price(Contract/Bid)	1 EA	1.00 USD	
Material Text: Heavy Equipment Maintenance, Reconditioning, Repair and Performance Testing Services, Loaders, Excavators, Skid-Steer, Backhoe, Caterpillar Equip 1.35% markup					
23	92847	HvyEqui Maint Parts, Access. & Supplies			
		Price(Contract/Bid)	1 EA	1.00 USD	
Material Text: Heavy Equipment Parts, Accessories, Supplies - 1.35% markup					

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.

2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.

3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.

4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.

5. The Contractor must supply actual goods and services ordered at the Contract price.

6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.

- 7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
- 8. Invoices for release Purchase Orders against this Contract must include:
- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as
- 44XXXXXXXXX/X the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.
- 9. Termination

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



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profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in 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.

Jhelly Gil

Buyer

Authorized Signature