OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

PREVIEW

Page: 1 / 10 Contract Number: 4400005133

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

COSSENTINO CONTRACTING CO INC 8505 CONTRACTORS ROAD BALTIMORE MD 21237 USA **Service Contract**

Contract Number: 4400005133 Vendor Number: 1101458 Date: 07/09/2024

Contract Term: 07/08/2024 to 06/30/2025

Header Target: \$3,000,000.00

Ceiling Value: \$20,500,000.00 Over 6 Years
Buyer: Michael V. Decker, CPPB

Telephone: 410-313-6375 Fax Number: 410-313-6388

Email: mdecker@howardcountymd.gov

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

Contract text:

Invitation for Bid No. 2024-32 and Agreement CA-019-2024, On-Call Water and Sewer Construction

Performance and Payment Bond No. 30206346

This is a multiple award contract and represents one of five awarded contracts.

This Contract shall be executed in accordance with all terms, conditions and specifications incorporated herein by reference, in your possession and considered an integral part of this contract. The Contract Term is 07/08/2024 to 06/30/2025 with 5 one-year renewal options.

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 15%. You are required to make a genuine good faith effort to meet the subcontracting goal. In accordance with EBO Program Manual Sec. VI(g), the County reserves the right to undertake periodic reviews of your records to determine compliance.

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

Vendor Contact: Michael Abbott, 410-574-5800, mabbott@cossentino.net Agency Contact: Zack Knight, 410-313-6125, zknight@howardcountymd.gov



Page: 2 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

em NIGP C	ode	Description	Unit	Price
91360		OC W&S Const PM/Estimator /Si	uper	
		Price(Contract/Bid)	1 HR	0.01 USD
laterial Text: n-Call Wate		er Construction, Project Manager/Estim	ator/Superinten	dent.
91360		OC W&S Const TC Manager		
		Price(Contract/Bid)	1 HR	0.01 USD
terial Text: -Call Wate		er Construction, SHA Certified Traffic Co	ontrol Manager	
91360		OC W&S Const Foreman		
		Price(Contract/Bid)	1 HR	125.00 USD
terial Text: -Call Wate		er Construction, Foreman.		
91360		OC W&S Const Backhoe Operate	or	
		Price(Contract/Bid)	1 HR	50.00 USD
erial Text: Call Wate		er Construction, Backhoe Operator.		
91360		OC W&S Const Truck Driver		
		Price(Contract/Bid)	1 HR	50.00 USD
terial Text: ·Call Wate		er Construction, Truck Driver		
91360		OC W&S Const Laborer 1		
		Price(Contract/Bid)	1 HR	50.00 USD
erial Text: Call Wate		er Construction, Laborer 1.		
91360		OC W&S Const Laborer 2		
		Price(Contract/Bid)	1 HR	50.00 USD
erial Text: Call Wate		er Construction, Laborer 2.		



Page: 3 / 10

Contract Number: 4400005133

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

Item	NIGP Code	Description	Unit	Price
8	91360	OC W&S Const Laborer 3		
		Price(Contract/Bid)	1 HR	50.00 USD
	rial Text: all Water and Sew	er Construction, Laborer 3.		
9	91360	OC W&S Const Mobilization		
		Price(Contract/Bid)	1 EA	2,250.00 USD
	rial Text: all Water and Sew	er Construction, Mobilization, Lump Sum O	nly, Per Job	
10	91360	OC W&S Const Pickup Truck 3/4 to	n	
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: all Water and Sew	er Construction, Pickup Truck - 3/4 ton cap	acity	
11	91360	OC W&S Const Dump Truck 8 yd3		
		Price(Contract/Bid)	1 HR	20.00 USD
	rial Text: all Water and Sew	er Construction, Dump Truck - 8 yd3		
12	91360	OC W&S Const Backhoe/Loader		
		Price(Contract/Bid)	1 HR	10.00 USD
	rial Text: all Water and Sew	er Construction, Backhoe/Loader - Rubber	Tired, 1 yd3	, 60 HP, 17 ft. Reach.
13	91360	OC W&S Const Trench Shield		
		Price(Contract/Bid)	1 HR	0.01 USD
	rial Text: all Water and Sew	er Construction, Trench Shield (Box) - 6' x		
14	91360	OC W&S Const Tamper		
	0.000	Price(Contract/Bid)	1 HR	0.01 USD
	rial Text: all Water and Sew	er Construction, Tamper.		· · · · · · · · · · · · · · · · · · ·



Page: 4 / 10

Contract Number: 4400005133

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

Item	NIGP Code	Description	Unit	Price
15	91360	OC W&S Const Water Main Tap 3/	/4 - 1"	
		Price(Contract/Bid)	1 HR	0.01 USD
	rial Text: all Water and Sew	er Construction, Water Main Tapping Mac	chine - 3/4" to	1".
		,, ,		
16	91360	OC W&S Const Air Missile		
		Price(Contract/Bid)	1 HR	0.01 USD
	rial Text: all Water and Sew	er Construction, Air Missile.		
17	91360	OC W&S Const Manhole Core Mad	chine	
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: all Water and Sew	er Construction, Sewer Manhole Core Ma	chine - 4, 6 ar	nd 8 inch Capacity.
18	91360	OC W&S Const SP Concrete Road	d Saw	
		Price(Contract/Bid)	1 HR	1.00 USD
	rial Text: all Water and Sew	er Construction, Self-Propelled Road Saw	for Concrete	/Asphalt.
19	91360	OC W&S Const Rock Drill		
		Price(Contract/Bid)	1 HR	0.01 USD
	rial Text: all Water and Sew	er Construction, Rock Drill - 2-inch bit.		
20	91360	OC W&S Const Air Compressor		
		Price(Contract/Bid)	1 HR	5.00 USD
	rial Text: all Water and Sew	er Construction, Air Compressor (125 CFI	M).	
		·	,	
21	91360	OC W&S Const Directional Drill Un		55.00 1100
Mati	dal Tarak	Price(Contract/Bid)	1 HR	55.00 USD
	rial Text: all Water and Sew	er Construction, Directional Drilling Unit,	services up to	2-inch.



Page: 5 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

Item	NIGP Code	Description	Unit	Price
22	91360	OC W&S Const Steel Plates	4 115	4.00 1100
Mate	rial Text:	Price(Contract/Bid)	1 HR	1.00 USD
On-C	all Water and Sewer	Construction, Steep Plates (2), Minimum	n Size 8' x 6' :	x 3/4".
23	91360	OC W&S Const Hyd Rock Breaker		
		Price(Contract/Bid)	1 HR	20.00 USD
	rial Text: all Water and Sewer	Construction, Hydraulic Rock Breaker - I	backhoe atta	ched.
24	91360	OC W&S Const Crawler Mtd Hyd Ex	xc	
		Price(Contract/Bid)	1 HR	140.00 USD
	rial Text: all Water and Sewer	Construction, Crawler Mounted (track) H	lydraulic Exc	avator, 66,000 lbs. capacity.
25	91360	OC W&S Const Materials Markup		
	–	Price(Contract/Bid)	1 EA	1.00 USD
	rial Text: all Water and Sewer	Construction, Materials Mark-Up, 10%.		
26	91360	OC W&S Const Sub-Contractor Mark-Up		
		Price(Contract/Bid)	1 EA	1.00 USD
	rial Text: all Water and Sewer	Construction, Sub Contractor Mark-Up 1	0%.	
27	91360	OC W&S Const CL 1A Excavation		
		Price(Contract/Bid)	1 YD3	60.00 USD
	rial Text: all Water and Sewer	Construction, Class 1A Excavation.		
28	91360	OC W&S Const CR-6 for MOT		
		Price(Contract/Bid)	1 TON	35.00 USD
Mate	rial Text:			



Page: 6 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

1					
ltem	NIGP Code	Description	Unit	Price	
On-C	all Water and Sew	ver Construction, Project Manager/Estima	tor/Superintend	dent.	
29	91360	OC W&S Const HMA for MoT			
		Price(Contract/Bid)	1 TON	120.00 USD	
	rial Text: Call Water and Sew	ver Construction, Hot Mix Asphalt (HMA) for	or Maintenanc	e of Traffic.	
30	91360	OC W&S Const Concrete Mix 3 cu	ırbs		
		Price(Contract/Bid)	1 YD3	325.00 USD	
	rial Text: all Water and Sew	ver Construction, Mix No. 3 Concrete for C	urbs, Sidewall	ks and Steps.	
31	91360	OC W&S Const Mix No. 3 Concret	e		
		Price(Contract/Bid)	1 YD3	475.00 USD	
	rial Text: all Water and Sew	ver Construction, Mix No. 3 Concrete for	Miscellaneous	Drainage Structures.	
32	91360	OC W&S Const Common Borrow			
		Price(Contract/Bid)	1 YD3	44.00 USD	
	rial Text: all Water and Sew	ver Construction, Common Borrow.			
33	91360	OC W&S Const Select Borrow			
		Price(Contract/Bid)	1 YD3	55.00 USD	
	rial Text: all Water and Sew	ver Construction, Select Borrow.			
34	91360	OC W&S Const CL 3 Excavation			
		Price(Contract/Bid)	1 YD3	23.00 USD	
	rial Text: call Water and Sew	ver Construction, Class 3 Excavation.			
35	91360	OC W&S Const Backfill CR CR-6			
		Price(Contract/Bid)	1 HR	47.00 USD	



Page: 7 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

ltem	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 YD3	47.00 USD
	rial Text:			
On-C	all Water and Sew	er Construction, Select Backfill Using (Crusher Run CR-	6 Aggregate
36	91360	OC W&S Const Backfill No. 57		
		Price(Contract/Bid)	1 HR	0.01 USD
		Price(Contract/Bid)	1 YD3	47.00 USD
	rial Text:	on On the original Colored Book (III University	N. 57 A	
n-C	all water and Sew	er Construction, Select Backfill Using N	No. 57 Aggregate)
7	91360	OC W&S Const ESS		
		Price(Contract/Bid)	1 HR	0.01 USD
		Price(Contract/Bid)	1 EA	1,200.00 USD
	rial Text:			
n-C	all Water and Sew	er Construction, Elevation Support Sys	stem Left-In-Place	9
8	91360	OC W&S Const Calcium Chloric	de	
		Price(Contract/Bid)	1 HR	0.01 USD
		Price(Contract/Bid)	1 TON	575.00 USD
	rial Text:		2 - 1 0 - 1 - 1	
n-C	all Water and Sew	er Construction, Calcium Chloride for I	Just Control	
9	91360	OC W&S Const No. 1 Concrete)	
		Price(Contract/Bid)	1 HR	0.01 USD
		Price(Contract/Bid)	1 YD3	375.00 USD
	rial Text:	O contraction Mic No. 4 Occupation		
n-C	all water and Sew	er Construction, Mix No. 1 Concrete		
0	91360	OC W&S Const Test Pit Non Pa	aved	
		Price(Contract/Bid)	1 YD3	85.00 USD
		Price(Contract/Bid)	1 HR	0.01 USD
	rial Text:			
า-C	all Water and Sew	er Construction, Test Pit Excavation-N	on Paved Areas	
	91360	OC W&S Const Test Pit Paved	Non	



Page: 8 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

Item NIGP Code	Description	Unit	Price		
-	State				
	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 YD3	156.00 USD		
Material Text: On-Call Water and S	Sewer Construction, Test Pit Excavation - I	Paved - Non Stat	e Roads		
42 91360	OC W&S Const Test Pit Paved	State			
0.000	Road	Claio			
	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 YD3	225.00 USD		
Material Text:					
On-Call Water and S	Sewer Construction, Project Manager/Esti	mator/Superinten	dent.		
43 91360	OC W&S Const Patching HMA				
	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 TON	125.00 USD		
Material Text: On-Call Water and S	Sewer Construction, Patching Existing Pav	ing with Hot Mix	Asphalt		
44 91360	OC W&S Const Patch Portland	and Cement			
	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 YD3	250.00 USD		
Material Text: On-Call Water and S	Sewer Construction, Patching Existing Pav	ing with Portland	Cement Concrete		
		3			
45 91360	OC W&S Const Silt Fence				
	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 FT	4.00 USD		
Material Text: On-Call Water and S	Sewer Construction, Silt Fence.				
46 91360	OC W&S Const Super Silt Fend	ce			
01000	Price(Contract/Bid)	1 HR	0.01 USD		
	Price(Contract/Bid)	1 FT	10.00 USD		
Material Text:			. 0.00		



Page: 9 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370

Item	NIGP Code	Description	Unit	Price
On-C	Call Water and Sew	er Construction, Super Silt Fence		
47	91360	OC W&S Const Defined Scope		
		Price(Contract/Bid)	1 HR	0.01 USD
		Price(Contract/Bid)	1 EA	1.00 USD
	rial Text: call Water and Sew	er Construction, Defined Scope		

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 Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration 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



Page: 10 / 10 Contract Number: 4400005133

OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

6751 Columbia Gateway Drive, Suite 226 Columbia, MD 21046 (410) 313-6370

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.

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.

NU V.D.

Authorized Signature