



UTILITIES UNLIMITED INC
612 WEDEKIND DRIVE
WOODBINE MD 21797
USA

Service Contract	
Contract Number:	4400005163
Vendor Number:	1106367
Date:	07/24/2024
Contract Term:	07/23/2024 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-022-2024, On-Call Water and Sewer Construction

Performance and Payment Bond No. B1316414

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 07/23/2024 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: Andrew Farina, 410-442-1755, Andrew@utilitiesunlimitedinc.com
Agency Contact: Zack Knight, 410-313-6125, zknight@howardcountymd.gov



**OFFICE OF PROCUREMENT AND
CONTRACT ADMINISTRATION**

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

Item	NIGP Code	Description	Unit	Price
1	91360	OC W&S Const PM/Estimator /Super Price(Contract/Bid)	1 HR	75.00 USD
Material Text: On-Call Water and Sewer Construction, Project Manager/Estimator/Superintendent.				
2	91360	OC W&S Const TC Manager Price(Contract/Bid)	1 HR	1.00 USD
Material Text: On-Call Water and Sewer Construction, SHA Certified Traffic Control Manager				
3	91360	OC W&S Const Foreman Price(Contract/Bid)	1 HR	115.00 USD
Material Text: On-Call Water and Sewer Construction, Foreman.				
4	91360	OC W&S Const Backhoe Operator Price(Contract/Bid)	1 HR	69.00 USD
Material Text: On-Call Water and Sewer Construction, Backhoe Operator.				
5	91360	OC W&S Const Truck Driver Price(Contract/Bid)	1 HR	65.00 USD
Material Text: On-Call Water and Sewer Construction, Truck Driver				
6	91360	OC W&S Const Laborer 1 Price(Contract/Bid)	1 HR	49.00 USD
Material Text: On-Call Water and Sewer Construction, Laborer 1.				
7	91360	OC W&S Const Laborer 2 Price(Contract/Bid)	1 HR	49.00 USD
Material Text: On-Call Water and Sewer Construction, Laborer 2.				



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Item	NIGP Code	Description	Unit	Price
8	91360	OC W&S Const Laborer 3 Price(Contract/Bid)	1 HR	55.00 USD
Material Text: On-Call Water and Sewer Construction, Laborer 3.				
9	91360	OC W&S Const Mobilization Price(Contract/Bid)	1 EA	5,000.00 USD
Material Text: On-Call Water and Sewer Construction, Mobilization, Lump Sum Only, Per Job.				
10	91360	OC W&S Const Pickup Truck 3/4 ton Price(Contract/Bid)	1 HR	1.00 USD
Material Text: On-Call Water and Sewer Construction, Pickup Truck - 3/4 ton capacity				
11	91360	OC W&S Const Dump Truck 8 yd3 Price(Contract/Bid)	1 HR	20.00 USD
Material Text: On-Call Water and Sewer Construction, Dump Truck - 8 yd3				
12	91360	OC W&S Const Backhoe/Loader Price(Contract/Bid)	1 HR	10.00 USD
Material Text: On-Call Water and Sewer 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	2.00 USD
Material Text: On-Call Water and Sewer Construction, Trench Shield (Box) - 6' x 8', 4" Double Wall				
14	91360	OC W&S Const Tamper Price(Contract/Bid)	1 HR	1.00 USD
Material Text: On-Call Water and Sewer Construction, Tamper.				



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Item	NIGP Code	Description	Unit	Price
15	91360	OC W&S Const Water Main Tap 3/4 - 1" Price(Contract/Bid)	1 HR	1.00 USD
Material Text: On-Call Water and Sewer Construction, Water Main Tapping Machine - 3/4" to 1".				
16	91360	OC W&S Const Air Missile Price(Contract/Bid)	1 HR	2.00 USD
Material Text: On-Call Water and Sewer Construction, Air Missile.				
17	91360	OC W&S Const Manhole Core Machine Price(Contract/Bid)	1 HR	2.00 USD
Material Text: On-Call Water and Sewer Construction, Sewer Manhole Core Machine - 4, 6 and 8 inch Capacity.				
18	91360	OC W&S Const SP Concrete Road Saw Price(Contract/Bid)	1 HR	2.00 USD
Material Text: On-Call Water and Sewer Construction, Self-Propelled Road Saw for Concrete/Asphalt.				
19	91360	OC W&S Const Rock Drill Price(Contract/Bid)	1 HR	6.00 USD
Material Text: On-Call Water and Sewer Construction, Rock Drill - 2-inch bit.				
20	91360	OC W&S Const Air Compressor Price(Contract/Bid)	1 HR	5.00 USD
Material Text: On-Call Water and Sewer Construction, Air Compressor (125 CFM).				
21	91360	OC W&S Const Directional Drill Unit Price(Contract/Bid)	1 HR	90.00 USD
Material Text: On-Call Water and Sewer Construction, Directional Drilling Unit, services up to 2-inch.				



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Item	NIGP Code	Description	Unit	Price
22	91360	OC W&S Const Steel Plates Price(Contract/Bid)	1 HR	2.00 USD
Material Text: On-Call Water and Sewer Construction, Steep Plates (2), Minimum Size 8' x 6' x 3/4".				
23	91360	OC W&S Const Hyd Rock Breaker Price(Contract/Bid)	1 HR	50.00 USD
Material Text: On-Call Water and Sewer Construction, Hydraulic Rock Breaker - backhoe attached.				
24	91360	OC W&S Const Crawler Mtd Hyd Exc Price(Contract/Bid)	1 HR	75.00 USD
Material Text: On-Call Water and Sewer Construction, Crawler Mounted (track) Hydraulic Excavator, 66,000 lbs. capacity.				
25	91360	OC W&S Const Materials Markup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: On-Call 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
Material Text: On-Call Water and Sewer Construction, Sub Contractor Mark-Up 10%.				
27	91360	OC W&S Const CL 1A Excavation Price(Contract/Bid)	1 YD3	60.00 USD
Material Text: On-Call 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
Material Text:				



Item	NIGP Code	Description	Unit	Price
On-Call Water and Sewer Construction, Project Manager/Estimator/Superintendent.				
29	91360	OC W&S Const HMA for MoT Price(Contract/Bid)	1 TON	120.00 USD
Material Text: On-Call Water and Sewer Construction, Hot Mix Asphalt (HMA) for Maintenance of Traffic.				
30	91360	OC W&S Const Concrete Mix 3 curbs Price(Contract/Bid)	1 YD3	325.00 USD
Material Text: On-Call Water and Sewer Construction, Mix No. 3 Concrete for Curbs, Sidewalks and Steps.				
31	91360	OC W&S Const Mix No. 3 Concrete Misc Price(Contract/Bid)	1 YD3	475.00 USD
Material Text: On-Call Water and Sewer 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
Material Text: On-Call Water and Sewer Construction, Common Borrow.				
33	91360	OC W&S Const Select Borrow Price(Contract/Bid)	1 YD3	55.00 USD
Material Text: On-Call Water and Sewer Construction, Select Borrow.				
34	91360	OC W&S Const CL 3 Excavation Price(Contract/Bid)	1 YD3	23.00 USD
Material Text: On-Call Water and Sewer Construction, Class 3 Excavation.				
35	91360	OC W&S Const Backfill CR CR-6 Price(Contract/Bid)	1 YD3	47.00 USD



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Item	NIGP Code	Description	Unit	Price
Material Text: On-Call Water and Sewer Construction, Select Backfill Using Crusher Run CR-6 Aggregate				
36	91360	OC W&S Const Backfill No. 57 Price(Contract/Bid)	1 YD3	47.00 USD
Material Text: On-Call Water and Sewer Construction, Select Backfill Using No. 57 Aggregate				
37	91360	OC W&S Const ESS Price(Contract/Bid)	1 EA	1,200.00 USD
Material Text: On-Call Water and Sewer Construction, Elevation Support System Left-In-Place				
38	91360	OC W&S Const Calcium Chloride Price(Contract/Bid)	1 TON	575.00 USD
Material Text: On-Call Water and Sewer Construction, Calcium Chloride for Dust Control				
39	91360	OC W&S Const No. 1 Concrete Price(Contract/Bid)	1 YD3	375.00 USD
Material Text: On-Call Water and Sewer Construction, Mix No. 1 Concrete				
40	91360	OC W&S Const Test Pit Non Paved Price(Contract/Bid)	1 YD3	85.00 USD
Material Text: On-Call Water and Sewer Construction, Test Pit Excavation-Non Paved Areas				
41	91360	OC W&S Const Test Pit Paved Non State Price(Contract/Bid)	1 YD3	156.00 USD
Material Text: On-Call Water and Sewer Construction, Test Pit Excavation - Paved - Non State Roads				
42	91360	OC W&S Const Test Pit Paved State Road		



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		Price(Contract/Bid)	1 YD3	225.00 USD
Material Text: On-Call Water and Sewer Construction, Project Manager/Estimator/Superintendent.				
43	91360	OC W&S Const Patching HMA		
		Price(Contract/Bid)	1 TON	125.00 USD
Material Text: On-Call Water and Sewer Construction, Patching Existing Paving with Hot Mix Asphalt				
44	91360	OC W&S Const Patch Portland Cement		
		Price(Contract/Bid)	1 YD3	250.00 USD
Material Text: On-Call Water and Sewer Construction, Patching Existing Paving with Portland Cement Concrete				
45	91360	OC W&S Const Silt Fence		
		Price(Contract/Bid)	1 FT	4.00 USD
Material Text: On-Call Water and Sewer Construction, Silt Fence.				
46	91360	OC W&S Const Super Silt Fence		
		Price(Contract/Bid)	1 FT	10.00 USD
Material Text: On-Call Water and Sewer Construction, Super Silt Fence				
47	91360	OC W&S Const Straw Bale Dikes		
		Price(Contract/Bid)	1 FT	5.00 USD
Material Text: On-Call Water and Sewer Construction, Straw Bale Dikes				
48	91360	OC W&S Const Straw Stone Outlet Sed		
		Price(Contract/Bid)	1 FT	22.00 USD
Material Text: On-Call Water and Sewer Construction, Stone Outlet Sediment Trap				
49	91360	OC W&S Const Temp Seed & Mulch		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 YD3	0.60 USD
Material Text: On-Call Water and Sewer Construction, Temporary Seeding & Mulching				
50	91360	OC W&S Const Defined Scope		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: On-Call Water and Sewer 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 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 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



Howard County, Maryland

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Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

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

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

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

11. Remedies Cumulative and Concurrent

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

Buyer

Authorized Signature