OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION

**PREVIEW** 

Page: 1 / 10 Contract Number: 4400005192

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

W. F. WILSON & SONS, INC. 6586 MEADOWRIDGE ROAD ELKRIDGE MD 21075 USA **Service Contract** 

Contract Number: 4400005192 Vendor Number: 1106510 Date: 08/08/2024

Contract Term: 08/07/2024 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-023-2024, On-Call Water and Sewer Construction

Performance and Payment Bond No. 30218600

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 08/07/2024 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: Jim Thompson, 443-755-8720, jthompson@wfwilson.net Agency Contact: Zack Knight, 410-313-6125, zknight@howardcountymd.gov



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#### OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

em NIGP Co	ode	Description	Unit	Price
91360		OC W&S Const PM/Estimator /Si	uper	
		Price(Contract/Bid)	1 HR	233.00 USD
aterial Text: n-Call Water	and Sewe	r Construction, Project Manager/Estim	ator/Superinten	dent.
91360		OC W&S Const TC Manager		
		Price(Contract/Bid)	1 HR	107.00 USD
terial Text: -Call Water	and Sewe	r Construction, SHA Certified Traffic Co	ontrol Manager	
91360		OC W&S Const Foreman		
		Price(Contract/Bid)	1 HR	127.00 USD
erial Text: Call Water	and Sewe	r Construction, Foreman.		
91360		OC W&S Const Backhoe Operate	or	
		Price(Contract/Bid)	1 HR	59.00 USD
erial Text: Call Water	and Sewe	r Construction, Backhoe Operator.		
91360		OC W&S Const Truck Driver		
		Price(Contract/Bid)	1 HR	68.50 USD
erial Text: Call Water	and Sewe	r Construction, Truck Driver		
91360		OC W&S Const Laborer 1		
		Price(Contract/Bid)	1 HR	47.50 USD
erial Text: Call Water	and Sewe	r Construction, Laborer 1.		
91360		OC W&S Const Laborer 2		
		Price(Contract/Bid)	1 HR	47.50 USD
erial Text: Call Water	and Sewe	r Construction, Laborer 2.		



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ltem	NIGP Code	Description	Unit	Price
8	91360	OC W&S Const Laborer 3		
		Price(Contract/Bid)	1 HR	47.50 USD
	rial Text: all Water and Sew	er Construction, Laborer 3.		
9	91360	OC W&S Const Mobilization		
		Price(Contract/Bid)	1 EA	5,355.00 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	28.00 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	35.00 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	40.00 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	3.00 USD
	rial Text: all Water and Sew	er Construction, Trench Shield (Box) - 6' x 8	8', 4" Double	· Wall
14	91360	OC W&S Const Tamper		
-		Price(Contract/Bid)	1 HR	1.20 USD
	rial Text: all Water and Sew	er Construction, Tamper.		



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	NIGP Code	Description	Unit	Price		
15	91360	OC W&S Const Water Main Tap 3	/4 - 1"			
		Price(Contract/Bid)	1 HR	1.20 USD		
	erial Text: Call Water and Sewe	er Construction, Water Main Tapping Mad	chine - 3/4" to	1".		
16	91360	OC W&S Const Air Missile				
		Price(Contract/Bid)	1 HR	1.20 USD		
	erial Text: Call Water and Sewe	er Construction, Air Missile.				
17	91360	OC W&S Const Manhole Core Ma	Machine			
		Price(Contract/Bid)	1 HR	8.50 USD		
	erial Text: Call Water and Sewe	er Construction, Sewer Manhole Core Ma	achine - 4, 6 a	nd 8 inch Capacity.		
18	91360	OC W&S Const SP Concrete Roa	d Saw			
		Price(Contract/Bid)	1 HR	8.50 USD		
	erial Text: Call Water and Sewe	er Construction, Self-Propelled Road Sav	v for Concrete	e/Asphalt.		
19	91360	OC W&S Const Rock Drill				
		Price(Contract/Bid)	1 HR	8.50 USD		
	erial Text: Call Water and Sewe	er Construction, Rock Drill - 2-inch bit.				
	91360	OC W&S Const Air Compressor				
20				10.00 USD		
		Price(Contract/Bid)	1 HR	10.00 030		
Mate	erial Text: Call Water and Sewe	Price(Contract/Bid) er Construction, Air Compressor (125 CF		10.00 03D		
Mate		,	M).	10.00 USD		

On-Call Water and Sewer Construction, Directional Drilling Unit, services up to 2-inch.



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#### OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

ltem	NIGP Code	Description	Unit	Price
22	91360	OC W&S Const Steel Plates		
		Price(Contract/Bid)	1 HR	2.00 USD
	rial Text: all Water and Sewe	er Construction, Steep Plates (2), Minimu	um Size 8' x 6' :	x 3/4".
23	91360	OC W&S Const Hyd Rock Breake	er	
		Price(Contract/Bid)	1 HR	30.00 USD
	rial Text: all Water and Sewe	er Construction, Hydraulic Rock Breaker	- backhoe attac	ched.
24	91360	OC W&S Const Crawler Mtd Hyd	Exc	
		Price(Contract/Bid)	1 HR	99.00 USD
	rial Text: all Water and Sewe	er Construction, Crawler Mounted (track)	Hydraulic 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 Sewe	er Construction, Materials Mark-Up, 10%	) <b>.</b>	
26	91360	OC W&S Const Sub-Contractor Mark-Up		
		Price(Contract/Bid)	1 EA	1.00 USD
	rial Text: all Water and Sewe	er Construction, Sub Contractor Mark-Up	15%.	
27	91360	OC W&S Const CL 1A Excavation	า	
		Price(Contract/Bid)	1 YD3	60.00 USD
	rial Text: all Water and Sewe	er Construction, Class 1A Excavation.		
28	91360	OC W&S Const CR-6 for MOT		
		Price(Contract/Bid)	1 TON	35.00 USD
Matai	rial Text:			



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#### OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

·				
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: all 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	te	
		Misc	4 VD2	475 00 LICD
Mate	rial Text:	Price(Contract/Bid)	1 YD3	475.00 USD
		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: all Water and Sew	ver 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
	rial Text: call Water and Sew	ver Construction, Select Backfill Using Crus	sher Run CR-	6 Aggregate
36	91360	OC W&S Const Backfill No. 57		
		Price(Contract/Bid)	1 YD3	47.00 USD
	rial Text: Call Water and Sew	ver Construction, Select Backfill Using No.	57 Aggregate	
37	91360	OC W&S Const ESS		
		Price(Contract/Bid)	1 EA	1,200.00 USD
	rial Text: Call Water and Sew	ver Construction, Elevation Support System	n Left-In-Place	)
38	91360	OC W&S Const Calcium Chloride		
		Price(Contract/Bid)	1 TON	575.00 USD
	rial Text: all Water and Sew	ver Construction, Calcium Chloride for Dus	t Control	
39	91360	OC W&S Const No. 1 Concrete		
		Price(Contract/Bid)	1 YD3	375.00 USD
	rial Text: all Water and Sew	ver Construction, Mix No. 1 Concrete		
40	91360	OC W&S Const Test Pit Non Pave	d	
		Price(Contract/Bid)	1 YD3	85.00 USD
	rial Text: all Water and Sew	ver Construction, Test Pit Excavation-Non	Paved Areas	
41	91360	OC W&S Const Test Pit Paved No State	n	
		Price(Contract/Bid)	1 YD3	156.00 USD
	rial Text: call Water and Sew	ver Construction, Test Pit Excavation - Pav	ved - Non Stat	e Roads
42	91360	OC W&S Const Test Pit Paved Sta	ate	



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#### OFFICE OF PROCUREMENT AND **CONTRACT ADMINISTRATION**

Item	NIGP Code	Description		Unit	Price
		Price(Contract/Bid)	1	YD3	225.00 USD
	erial Text: Call Water and Sewe	er Construction, Project Manager/Estimat	tor/Su	ıperinten	dent.
43	91360	OC W&S Const Patching HMA			
	erial Text:	Price(Contract/Bid)		TON	125.00 USD
On-	Call Water and Sewe	er Construction, Patching Existing Paving	with	Hot Mix	Asphalt
44	91360	OC W&S Const Patch Portland Ce	ment		
N4-1	estel Telli	Price(Contract/Bid)	1	YD3	250.00 USD
	erial Text: Call Water and Sewe	er Construction, Patching Existing Paving	with	Portland	Cement Concrete
45	91360	OC W&S Const Silt Fence			
		Price(Contract/Bid)	1	FT	4.00 USD
	erial Text: Call Water and Sewe	er Construction, Silt Fence.			
46	91360	OC W&S Const Super Silt Fence			
		Price(Contract/Bid)	1	FT	10.00 USD
	erial Text: Call Water and Sewe	er Construction, Super Silt Fence			
47	91360	OC W&S Const Straw Bale Dikes			
Mot	orial Tayt	Price(Contract/Bid)	1	FT	5.00 USD
	erial Text: Call Water and Sewe	er Construction, Straw Bale Dikes			
48	91360	OC W&S Const Straw Stone Outle			
Mot	erial Text:	Price(Contract/Bid)	1	FT	22.00 USD
		er Construction, Stone Outlet Sediment Ti	rap		
49	91360	OC W&S Const Temp Seed & Mule	ch		



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Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 YD3	0.60 USD
	erial Text: Call Water and Sew	er Construction, Temporary Seeding & M	lulching	
50	91360	OC W&S Const Defined Scope		
		Price(Contract/Bid)	1 EA	1.00 USD
	erial 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



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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 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.

NU V.D.

Authorized Signature