

Caroline County Government  
109 Market Street, Room 123  
Denton, MD 21629  
Telephone: (410) 479-0660  
Fax: (410) 479-4060

**VENDOR CONTRACT**

**Date:**

- Purchase Under \$40,000
- Purchase Over \$40,000
- Piggyback
- Sole Source
- Renewal

**VENDOR:**

Name  
Address  
City, State Zip  
Phone & Fax Number  
Email  
Contact

-----

This Contract made on the date signed below is between the County Commissioners of Caroline County, a body politic and corporate and political subdivision of the State of Maryland (**COUNTY**), and the **VENDOR** identified above, a Maryland business or foreign entity licensed to conduct business in the State as set forth below.  
(circle one)

**I. PRODUCT/SERVICE:**

Construction of stormwater management, climate resilience, and water quality improvements at Pealiquor Road drainage basin..

**II. STATEMENT OF WORK:**

1. Scope of work as listed in VENDOR RFP response "Attachment A"

All work will be performed in compliance with the technical specifications in Attachment "A" and the standards required by the State of Maryland and Caroline County where the highest standard shall prevail. In the absence of such specifications, all work shall be performed to the highest standards of workmanship. All work shall be warranted against defects in material and or workmanship for a period of one (1) year unless otherwise specified.

The VENDOR agrees to the following miscellaneous provisions:

1. The VENDOR is to submit a copy of this Contract and ALL DELIVERABLES with each invoice to COUNTY. The final invoice is to be submitted within 60 days of the completion of this Contract. Caroline issues checks on a biweekly basis. Payment will not be made until all deliverables are received.

**For Reference ONLY. Do not submit with bid.**

2. The VENDOR agrees to operate and provide services in accordance with the provisions of this Contract, with all assurances, terms, and conditions included.
3. The VENDOR assures COUNTY that it possesses the legal authority to enter this Contract and that its governing body has authorized the signatory official to enter this Contract and any subsequent modifications.
4. The VENDOR further assures COUNTY that neither it nor its principals are presently debarred from receiving federal, state, or local funds and shall disclose before execution of this Contract any litigation or potential litigation the VENDOR may be subject to.
5. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.
6. The VENDOR shall indemnify and hold harmless the COUNTY from any loss, cost, damage, or other expenses including attorney's fees and litigation expenses incurred due to the VENDOR'S negligence or failure to perform any of its contractual obligations.
7. COUNTY reserves the right to cancel this Contract should the VENDOR fail to fulfill in a timely and proper manner its obligations under this Contract.
8. COUNTY, the State of Maryland, and any other duly authorized governmental agency shall have the authority to audit, examine, and make excerpts or transcripts from records pertaining to this Contract.
9. The VENDOR will supply reports and paperwork as required by COUNTY and will retain records pertaining to this Contract for a minimum of three (3) years.
10. The VENDOR will obtain and keep in force, during the terms of the Contract, insurance required by law and such additional amounts as deemed reasonable or prudent by the COUNTY.
11. The benefits and obligations hereunder shall not be sublet, assigned, delegated, or otherwise disposed of by either party, except with prior written consent of the other party.
12. Any sublease, assignment, delegation, or other disposal violating the section shall be null and void.
13. All disputes under this Contract, if not resolved by the parties, shall be resolved in accordance with the laws of the State of Maryland by a court of competent jurisdiction located in Caroline County.
14. If any provisions hereof shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions hereof, and this Contract shall be construed and enforced as if such invalid or unenforceable provisions had not been contained therein. The terms of this Contract shall prevail over any conflicting provision of any Attachment hereto.
15. This Contract merges and supersedes all prior negotiations, representations, and Contracts between the parties hereto relating to the subject matter hereof and constitutes the entire Contract between the parties hereto in respect thereof.
16. In the event of violations or breaches of the requirements of this Contract by the VENDOR, COUNTY may pursue any legal remedies or sanctions as may be appropriate.
17. As evidenced by the signatures below, this Contract is hereby executed pursuant to the terms and conditions contained herein. Pursuant to Caroline County Code, §51-6, the Director of Purchasing, his or her designee, and all Department Directors have the authority to enter into contracts on behalf of the COUNTY within their purchasing authority.
18. The performance of work under this Contract may be terminated by the COUNTY in accordance with this clause in whole, or from time to time in part, whenever the COUNTY shall determine that such termination is in the best interest of the COUNTY. The COUNTY will pay all reasonable costs

associated with this Contract that the VENDOR has incurred up to the date of termination and all reasonable costs associated with the termination of the Contract; provided, however, the VENDOR shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

19. Insurance required by the terms of this Contract,

A. General Liability – Minimum \$2,000,000

1. This can be a combination of General Liability & Umbrella  
OR

2. \$1,000,000 per occurrence and \$2,000,000 aggregate

B. Workers' Compensation Insurance as required by law.

C. All required coverages shall include and specifically name the "Caroline County Commissioners" as an additional insured and loss payee with respect to all operations under the Contract.

The successful bidder will furnish the COUNTY with any up-to-date certificates of insurance stating the requirements listed above at Contract implementation.

20. Nothing in this Contract creates an employee-employer relationship between the VENDOR and COUNTY.

21. The VENDOR shall be prepared to execute a finished project in every way without any extra charge unless specifically provided for within the Contract.

22. Should there be any discrepancies between field conditions after bidding and prior to the beginning of work, the VENDOR shall bring such discrepancies to the attention of the Caroline County Department of Recreation and Parks at the work initiation conference.

23. Caroline County shall not be responsible for any conditions resulting from the reuse of materials that are to be disposed of off-site by VENDOR.

24. Before submitting a proposal for this project, VENDOR shall visit the site and thoroughly familiarize himself with all County buildings.

25. The VENDOR shall provide and maintain in a neat sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the Health Department of Caroline County or other authorities having jurisdiction and shall commit no public nuisance.

26. The work under this Contract includes all necessary items required for good, safe, and sanitary practices and administration of the project. These requirements are subject to the approval of the COUNTY.

**III. SPECIFIC INSTRUCTIONS TO CONTRACTOR**

1. The Contractor is required to work directly with the Caroline County Department of Planning and Codes or their designee before and during construction to coordinate the scheduling of construction work at the project site. Throughout the project, the Contractor is to work closely and directly with the County and the project liaisons before and during construction to coordinate the scheduling of all work at the project site. Throughout the project, the Contractor will provide a minimum of one (1) week notice of any work to be performed on private properties to the Project Liaison and property owners. Work on private properties should be performed efficiently to minimize disruption to residents. Vehicular and pedestrian access to residents shall be maintained at all times.

2. The Contractor's attention is directed to the fact that vehicle access to and through the various sites in the project will be modified as a result of this project. The Contractor will provide

**For Reference ONLY. Do not submit with bid.**

temporary signage and other highly visible barriers to prevent damage to or from vehicles during construction.

3. The Contractor shall determine the specific locations of all utilities, above and below ground, and shall take whatever precautions are necessary to prevent damage to them during construction. If any area is damaged due to construction activities, the Contractor shall make all necessary repairs at his own expense.
4. The Contractor will be required to restore any area and/or utilities disturbed during construction, prior to the completion of the project, to a condition equal to or better than existing at the time of award of the Contract.
5. The Contractor shall preserve the structural integrity of existing buildings, site improvements, septic systems, septic drainage fields, and wells and protect them from damage during construction. The Contractor at his own expense shall repair any damage sustained to existing structures and site improvements to the satisfaction of Caroline County Department of Planning and Codes.
6. The Contractor shall be fully and solely responsible for the protection of the public from any construction activities or unfinished work areas. The Contractor shall erect barricades and post warning signs indicating that the construction area is restricted to construction personnel only, except as outlined below.
7. It shall be the Contractor's responsibility for vehicular traffic control during construction. COUNTY does not assume responsibility for any damage to vehicles caused by the Contractor's activities.
8. All construction and excavation activities shall be carried out in strict conformance with the day/night noise standard prescribed by the Maryland Department of Health and Mental Hygiene, Subtitle 20, Noise Pollution.
9. The Contractor must comply with all requirements of the Contract Documents. The Contractor should become familiar with these documents and satisfy himself that there are no conflicts. If any conflict is found, it should immediately be brought to the attention of the COUNTY.
10. The Contractor is responsible for making all necessary notifications required by the plans, specifications, and permits required for the implementation of this project. The Contractor must also call Miss Utility (1-800-257-7777) to identify any utilities on the site before starting work. Written notification is to be made 10 days prior to starting work.
11. There shall be a Preconstruction Conference before the work is started. At that time, requirements for sediment and erosion will be discussed in detail with Caroline County Soil Conservation District staff. The Contractor is responsible for any sediment and erosion control measures required by regulatory authority regardless of whether or not they are explicitly stated in the Contract Documents. Sediment and erosion control measures must be in place and approved by the County Soil Conservation District before the work is started.
12. For the purpose of this Contract, extra work shall be considered work ordered by the COUNTY, in writing, above the contingent quantities and allowable increases of bid items as specified herein, in accordance with the unit price specified. The Contractor must obtain written approval from the COUNTY before undertaking any work involving extra cost. Problems or changed conditions must be called to the attention of the COUNTY immediately.
13. The Contractor must be sensitive to the community and adjacent property owners. The Contractor shall immediately advise the COUNTY of any problems involving the community.
14. A Performance Bond shall be supplied by the Contractor for the full value of the project.

#### IV. PERMITS

The Contractor shall apply for and adhere to the terms of all permits required for the implementation of this project. This shall include permits from the Caroline County Soil Conservation District, the Caroline County Department of Planning and Codes, and other applicable permits.

#### V. FUNDING CONTINGENCY

**This Project is dependent upon a grant from the Maryland Department of the Environment. Anything in this Contract to the contrary notwithstanding, should the grant funds be inadequate, then the County Commissioners of Caroline County, Maryland shall be permitted to terminate its obligation pursuant to this Agreement immediately upon written notice to the Contractor. In this event, the Contract will be deemed null and void *ab initio*, and no funds will be due to the Contractor. The Contractor assumes any and all liability that accrues before this Contract is funded by the Maryland Department of the Environment and fully executed by the County Commissioners of Caroline County, Maryland.**

#### VI. SPECIAL CONDITIONS

##### A. WORK TO BE DONE

1. The work to be done under this contract consists of the furnishing of all labor, equipment, materials, and incidentals necessary to construct all site and facility improvements called out and described in the Construction Drawings and Specifications.
2. The plans and specifications are intended to cover a complete project. It should be distinctly understood that failure to mention specifically any work which would naturally be required to complete the project shall not relieve the Contractor of his responsibility to perform such work.
3. Construction-related permits are required for this project and shall be submitted by the Design/Build Contractor.

##### B. MEASUREMENT AND PAYMENT

1. Payment for all material furnished and work done under this Contract shall be made under the lump sum bid for each item as described hereinafter. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work authorized in writing by the Engineer.
2. The lump sum bids shall include full compensation for all labor, materials, equipment, tools, and incidentals necessary to construct the complete in place with all appurtenances as shown on the contract drawings and as described in these specifications.
3. The successful Vendor shall provide a Schedule of Values for each lump sum bid item to detail the work to be done under each item. The basis of monthly payment requisitions shall follow the schedule of values.

##### C. WARRANTY

1. The Contractor shall provide a warranty of all equipment and materials provided under his



**G. WORKING HOURS**

1. Contractor’s typical working hours shall be Monday through Friday within the hours of 8 a.m. to 4:30 p.m.
2. The Contractor shall not work on weekends or during any holidays recognized by Caroline County.
3. The contractor shall clean up the site and leave the site in good order at the end of each workday.

**V. TERM**

VENDOR agrees to commence work upon receipt of the executed contract and finalize work no later than Monday, June, 30, 2025. The COUNTY may terminate the Contract, in whole or in part, when the COUNTY determines termination is in the COUNTY’s best interest; such termination is effective on the date specified in the COUNTY’s written notice; and the COUNTY will pay for reasonable costs allocable to the Contract for work or costs incurred by the VENDOR up to the date of termination

-----  
**TOTAL VALUE FOR PROCUREMENT PURPOSES IS: \$ \_\_\_\_\_**

**EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.**

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF CAROLINE COUNTY ONLY THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**Stewart Barroll, Caroline County Attorney**

**Mark as attached:**

- Attachment A – RFP Response**

**IN WITNESS WHEREOF**, each party has executed this Contract on the date set forth with its signature.

\_\_\_\_\_  
**Jennifer Reibly, PIO**

\_\_\_\_\_  
**J. Travis Breeding  
President**

**VENDOR**

**Signature:** \_\_\_\_\_

**Printed Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_