



**CAROLINE COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

520 Wilmuth Street Denton, Maryland 21629  
Telephone 410-479-0520 Facsimile 410-479-0409

Charles L. Copper  
Director

Bryan K. North  
Roads Superintendent

Jake Jacobs  
Facilities Superintendent

County Commissioners  
Wilbur Levensgood, Jr.  
President

Daniel J. Franklin  
Vice President

Larry C. Porter  
Commissioner

March 18, 2016

TO: The County Commissioners of Caroline County  
Wilbur Levensgood Jr, Daniel Franklin, Larry Porter  
Ken Decker, County Administrator

FR: Amy Thetford, Purchasing Agent II

RE: Crushed Stone CC-CS-042215

We had a contract with Chaney Enterprises with an option year to purchase Crushed Stone. Chaney's has agreed to supply and deliver with a decrease in price to all stockpiles.

For bidding purposes, I had contacted Mr. Otis Harrison from New Enterprises and they quoted \$29.66 per ton, for our Grove Cemetery and so we felt it would save the County time and money to renew contract the option year with Chaney's .

Funding is part of the Capital Allocation Money 39.250.7420 budget.

Name/Address	Stock Pile	Tons	Price Per Ton	Bid Price
Chaney Enterprises, LLC	Goldsboro #8's Stone	2,200	\$21.00	\$46,200.00
	River Road #8's Stone	1,600	\$21.00	\$33,600.00
	Grove Road Cemetery #8's Stone	4,000	\$21.00	\$84,000.00
			<b>Total</b>	<b>\$163,800.00</b>

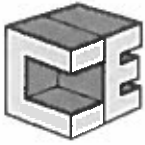
For your review and approval, I have enclosed Purchase Order #64734 in the amount of \$163,800.00 for your signature.



## PURCHASE ORDER

64734

Vendor: <u>Chaney Enterprises, LLC</u>		Date: <u>03/17/16</u>
<u>2410 Evergreen Road</u>		Account No: <u>39.250.7420</u>
<u>Gambrills, MD 21054</u>		Req'd Delivery By: _____
Phone: <u>301-932-5000</u>	Acct. Cert. By: _____	Date: _____
Ship To: <u>Commissioners of Caroline County</u>		<b>INVOICE TO</b>
<u>109 Market Street, Room 132</u>		<b>Commissioners of Caroline County</b>
<u>Denton, MD 21629</u>		<b>109 Market St., Room 132, Denton, MD 21629</b>
Phone: _____	<b>Phone: (410) 479-0660 Fax: (410) 479-4060</b>	
QTY	DESCRIPTION	COST
2,200	Tons of Maryland #8's Crushed Limestone delivered to County Stockpiles <u>Coldebero Stock Yard 2,200 tons @ \$21.00</u>	\$46,200.00
1,600	Tons of Maryland #8's Crushed Limestone delivered to River Stock yard	\$33,600.00
4,000	Tons of #8's to Grove Cemetery Stock yard	\$84,000.00
<b>— TOTAL —</b>		\$163,800.00
SPECIAL INSTRUCTIONS: _____		
Requested By: <u>Bryan North, Roads Superintendent</u>		Authorized By: _____
Date: <u>03/17/16</u>		Date: _____



P.O. Box 2000, Gambrills, MD 21054

**Concrete - Sand And Gravel - Block - Construction Materials**  
**Metro 301-843-6101, Local 301-932-5000 or Toll Free 1-888-4-CHANEY**

To: **Caroline Co Public Works (COD)**

**520 Wilmuth Street  
Denton, MD 21629**

CoOrdinates:  
County: **MdCAR**  
Work: **Commercial**  
Sales Tax Status: **Exempt**  
Unique Invoice: **No**

Attention: **AMY THETFORD**  
Job # **16** Job Name: **GOLDSBORO STOCK YARD\*S**  
Job Address: **518 MAIN STREET**  
Contact Phone#: **(410) 479 - 0520**

**GOLDSBORO MD**

Subject to the conditions attached to this contract hereof, we propose to furnish and deliver materials listed hereon to the above project at the following prices

PROD CODE	DESCRIPTION	QUANTITY	PLANT	ZONE	PRICE PER UNIT	TAX	HAUL	TOTAL	UNIT
37S	Crusher Run #8	0	Chaney	GOLDSE	11.00	0.00	10.00	21.00	Ton

**NOTES**

**CONCRETE DELIVERIES LESS THAN 7 YARDS WILL BE SUBJECT TO SHORT HAUL CHARGES**

**TERMS**

Chaney Enterprises reserves the right to increase prices by an amount not to exceed 10.00 % after proposal expiration date stated below.

I have read and agree to the contract and the attached contract terms and conditions.

I hereby acknowledge receipt of a copy of this contract by signing and returning one copy to Chaney Enterprises.

PROPOSAL EXPIRES **12/31/2016**

BY: *Brock W. Boland* / lmt

PROPOSAL ACCEPTED BY \_\_\_\_\_

-----  
**Brock W Boland**  
**Chaney Enterprises**  
**Sales & Business Development**  
**Cell # (301) 440-7833**  
**BBoland@chaneyenterprises.com**

DATE: \_\_\_\_\_

PROPOSAL DATE **3/1/2016**



P.O. Box 2000, Gambrills, MD 21054

**Concrete - Sand And Gravel - Block - Construction Materials**  
**Metro 301-843-6101, Local 301-932-5000 or Toll Free 1-888-4-CHANEY**

To: **Caroline Co Public Works (COD)**

**520 Wilmuth Street  
Denton, MD 21629**

CoOrdinates:  
County: **MdCAR**  
Work: **Commercial**  
Sales Tax Status: **Exempt**  
Unique Invoice: **No**

Attention: **AMY THETFORD**  
Job # **18** Job Name: **GROVE CEMETERY\*S**  
Job Address: **5580 HARMONY ROAD**  
Contact Phone#: **(410) 479 - 0520**

**PRESTON MD**

Subject to the conditions attached to this contract hereof, we propose to furnish and deliver materials listed hereon to the above project at the following prices.

PROD CODE	DESCRIPTION	QUANTITY	PLANT	ZONE	PRICE PER UNIT	TAX	HAUL	TOTAL	UNIT
37S	Crusher Run #8	0	Chaney	PREST	11.00	0.00	10.00	21.00	Ton

**NOTES**

**TERMS**

Chaney Enterprises reserves the right to increase prices by an amount not to exceed **10.00 %** after proposal expiration date stated below.  
I have read and agree to the contract and the attached contract terms and conditions.  
I hereby acknowledge receipt of a copy of this contract by signing and returning one copy to Chaney Enterprises.

PROPOSAL EXPIRES **12/31/2016**

BY: *Brock W. Boland / lmt*

PROPOSAL ACCEPTED BY \_\_\_\_\_

\_\_\_\_\_  
**Brock W Boland**  
**Chaney Enterprises**  
**Sales & Business Development**  
**Cell # (301) 440-7833**  
**BBoland@chaneyenterprises.com**

DATE: \_\_\_\_\_

PROPOSAL DATE **3/1/2016**



P.O. Box 2000, Gambrills, MD 21054

**Concrete - Sand And Gravel - Block - Construction Materials**  
**Metro 301-843-6101, Local 301-932-5000 or Toll Free 1-888-4-CHANEY**

To: **Caroline Co Public Works (COD)**

**520 Wilmuth Street  
Denton, MD 21629**

CoOrdinates:  
County: **MdCAR**  
Work: **Commercial**  
Sales Tax Status: **Exempt**  
Unique Invoice: **No**

Attention: **AMY THETFORD**  
Job # **17** Job Name: **RIVER ROAD\*S**  
Job Address: **12178 RIVER ROAD**  
Contact Phone#: **(410) 479 - 0520**

**RIDGELY MD**

Subject to the conditions attached to this contract hereof, we propose to furnish and deliver materials listed hereon to the above project at the following prices.

PROD CODE	DESCRIPTION	QUANTITY	PLANT	ZONE	PRICE			TOTAL	UNIT
					PER UNIT	TAX	HAUL		
37S	Crusher Run #8	0	Chaney	RIDGE	11.00	0.00	10.00	21.00	Ton

**NOTES**

**TERMS**

Chaney Enterprises reserves the right to increase prices by an amount not to exceed 10.00 % after proposal expiration date stated below.  
I have read and agree to the contract and the attached contract terms and conditions.  
I hereby acknowledge receipt of a copy of this contract by signing and returning one copy to Chaney Enterprises.

PROPOSAL EXPIRES **12/31/2016**

BY: *Brock W. Boland / lmt*

PROPOSAL ACCEPTED BY \_\_\_\_\_

\_\_\_\_\_  
**Brock W Boland**  
**Chaney Enterprises**  
**Sales & Business Development**  
**Cell # (301) 440-7833**  
**BBoland@chaneyenterprises.com**

DATE: \_\_\_\_\_

PROPOSAL DATE **3/1/2016**



New Enterprise Stone & Lime Co., Inc.  
**3580 Division Highway**  
East Earl, PA 17519  
Phone (717) 354-1300 Fax: (814) 766-0202  
<http://www.nesl.com>

**QUOTATION**  
Quote: MQ0002182  
Quote Date: 03/02/2016  
Expire Date: 12/31/2016

Customer Information	Project Information
Caroline Cty Public Works 98894-4 Ofc Of Finance 109 Market St, Rm 132 Denton ,MD 21629	Project: Goldsboro Stockpile MJ0001459 Address: 518 Main St. Goldsboro ,MD 21636
Contact: Amy Thetford Phone: 410-479-0409 Fax: Email: <a href="mailto:athetford@carolmemd.org">athetford@carolmemd.org</a>	Bid Date: Sales Rep: Otis Harrison Phone: 1-717-335-4508 Email: <a href="mailto:oharrison@nesl.com">oharrison@nesl.com</a> Fax: 1-888-428-7501

Product Description	Location	Quantity	Units	Unit Price FOB	Freight Rate Unit	Delivered Price
280388 STONE, AASHTO #8, WASHED	DENVER AGGREGATES (717) 335-4500	1705.00	Ton			24.26

Additional Charges	Units	Unit Price
--------------------	-------	------------

**Comments / Delivery Instructions:**

**Terms: Terms and Conditions Attached.**

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_



New Enterprise Stone & Lime Co., Inc.  
3580 Division Highway  
East Earl, PA 17519  
Phone (717) 354-1300 Fax: (814) 766-0202  
<http://www.nesl.com>

**QUOTATION**  
Quote: MQ0002183  
Quote Date: 03/02/2016  
Expire Date: 12/31/2016

Customer Information	Project Information
Caroline Cty Public Works 98894-4 Ofc Of Finance 109 Market St, Rm 132 Denton ,MD 21629	Project: River Road Stockpile MJ0001461 Address: 12178 River Rd. Ridgely, MD 21660
Contact: Amy Thetford Phone: 410-479-0409 Fax: Email: <a href="mailto:athetford@carolinemd.org">athetford@carolinemd.org</a>	Bid Date: Sales Rep: Otis Harrison Phone: 1-717-335-4508 Email: <a href="mailto:oharrison@nesl.com">oharrison@nesl.com</a> Fax: 1-888-428-7501

Product Description	Location	Quantity	Units	Unit Price FOB	Freight Rate Unit	Delivered Price
280388 STONE, AASHTO #8, WASHED	DENVER AGGREGATES (717) 335-4500	1055.00	Ton			25.88

Additional Charges	Units	Unit Price
--------------------	-------	------------

**Comments / Delivery Instructions:**

Terms: Terms and Conditions Attached.

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_



New Enterprise Stone & Lime Co., Inc.  
3580 Division Highway  
East Earl, PA 17519  
Phone (717) 354-1300 Fax: (814) 766-0202  
<http://www.nesi.com>

QUOTATION  
Quote: MQ0002184  
Quote Date: 03/02/2016  
Expire Date: 12/31/2016

Customer Information	Project Information
Caroline Cty Public Works 98894-4 Ofc Of Finance 109 Market St, Rm 132 Denton, MD 21629	Project: Grove Cemetery Stockpile MJ0001462 Address: 5580 Harmony Rd. Preston, MD 21655
Contact: Amy Thetford Phone: 410-479-0409 Fax: Email: <a href="mailto:athetford@carolinemd.org">athetford@carolinemd.org</a>	Bid Date: Sales Rep: Otis Harrison Phone: 1-717-335-4508 Email: <a href="mailto:oharrison@nesl.com">oharrison@nesl.com</a> Fax: 1-888-428-7501

Product Description	Location	Quantity	Units	Unit Price FOB	Freight Rate Unit	Delivered Price
280388 STONE, AASHTO #8, WASHED	DENVER AGGREGATES (717) 335-4500	3918.00	Ton			29.66

Additional Charges	Units	Unit Price
--------------------	-------	------------

Comments / Delivery Instructions:

Terms: Terms and Conditions Attached.

Accepted By: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**  
**RENEWAL CONTRACT**

**PROJECT:** Renewal Contract for Crushed Stone #8's Supply and Delivery to Caroline County Stockpiles

**RECITALS**

**WHEREAS**, the County has a need to purchase the supply and delivery of Maryland #8's Crushed Stone, and

**WHEREAS**, the County desires to set-up agreement for the supply and delivery of Maryland #8's pursuant to Bid Number CC-CS-042215, with Chaney Enterprises., on a pay per delivery basis: and

**WHEREAS**, pursuant to Bid Number No: CC-CS-042215, Crushed Stone, the bid allowed for delivery starting on or before April 1, 2016 and ending October 30, 2016 with an option year if both parties agree upon: and

**WHEREAS**, the County desires to enter into the second 2<sup>nd</sup>. year customer set-up agreement with Chaney's Enterprises, for the supply and delivery of Crushed Stone Maryland #8's on a pay per delivery basis for the County from April 1, 2016 – September 30, 2016; as hereby set forth as follows:

*[The rest of this page has been left intentionally blank. Agreement follows on next page.]*

## **AGREEMENT**

**NOW THEREFORE THE PARTIES AGREE HERETO AS FOLLOWS:**

### **1.0 CONTRACT DOCUMENTS**

The following documents are fully incorporated into and made part of this Contract by Reference and attached hereto as Attachment A.

- A. Bid Number CC-CS-042215
- B. Updated Certificate of Liability Insurance

### **2.0 PURCHASE PRICE**

The Contract purchase price is based upon the rate of \$21.00 per ton.

### **3.0 HOLD HARMLESS AND INDEMNIFICATION**

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

### **4.0 INDEPENDENT CONTRACTOR**

The Contractor and subcontractors are independent contractors. The Contractor, subcontractor, and the employees or agents thereof are not agents of the County. Neither these General Conditions nor the Contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

**5.0 VENUE**

For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Caroline County, Maryland or in the District Court of Maryland for Caroline County.

**ATTEST:**

**COUNTY COMMISSIONERS  
CAROLINE COUNTY, MARYLAND**

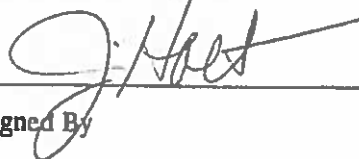
\_\_\_\_\_  
Jennifer M. Farina,  
Administrator Coordinator

\_\_\_\_\_  
Wilbur Levengood Jr., President/ Date  
County Commissioners of Caroline  
County

\_\_\_\_\_  
Daniel J. Franklin., Vice President

\_\_\_\_\_  
Larry C. Porter, Member

\_\_\_\_\_  
Chaney Enterprises / 3/24/16  
Contractor Name/Business      Date

\_\_\_\_\_  
Signed By 

Reviewed and Approved for Legal Sufficiency:

\_\_\_\_\_  
County Attorney