



CAROLINE COUNTY
DEPARTMENT OF PUBLIC WORKS

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

Administration

Charles L. Copper
Director

Bryan K. North
Roads Superintendent

Jake Jacobs
Facilities Superintendent

County Commissioners

Larry C. Porter
President

Wilbur Levensgood Jr.
Vice President

Daniel J. Franklin
Commissioner

July 17, 2018

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

FR: Charles Copper, Director
Bryan North, Roads Superintendent
Amy Thetford, Purchasing Agent II

RE: Asphaltic Materials CRS2

We have a piggyback contract with Queen Anne County for Hammaker East, LTD. Russell Standard Corporation this year to furnish, deliver and apply CRS2 for resurfacing County Roads. Queen Anne County's contract price started at \$1.90 per gallon but price has increased in July for \$2.015 per gallon. Each month the gallon price can increase/decrease which is based on the Maryland Asphalt Index and price does change accordingly.

We would like to purchase 320,000 gallons of CRS-2 for our retreatment program.

We respectfully request your approval for the P.O.# 2019-00000052 to Russell Standard Corporation in the amount of \$644,800.00.

**CAROLINE COUNTY
DEPARTMENT OF PUBLIC WORKS
COOPERATIVE PURCHASE CONTRACT**

LIQUID ASPHALTIC EMULSION

PROJECT: Supply and delivery of liquid asphaltic emulsion materials for the Caroline County Department of Public Works.

RECITALS

WHEREAS, Caroline County, Maryland (the "County") has a need for the supply and delivery of liquid asphaltic materials for use on County roads by the Department of Public Works;

WHEREAS, pursuant to §51-8 (A) of the Code of Caroline County, Maryland, the County desires to 'piggybacking' on a Professional Services Contract with Hammaker East, LTD ("Hammaker") that originated in Queen Anne's County, Maryland, by entering into a Cooperative Purchase Contract ("Contract") for the supply and delivery of asphalt emulsion materials;

WHEREAS, the contract with Hammaker was competitively bid within the last year by Queen Anne's County, Maryland, 'FY2019 Asphalt Bid', and is therefore considered valid for use as a Cooperative Purchasing Contract under the bidding and purchasing policies of Caroline County;

WHEREAS, Queen Anne's County's contract with Hammaker allowed for a contract term of one year on a pay per delivery basis, with the right to renew annually at the County's sole discretion;

WHEREAS, the County Director of Purchasing has determined that this cooperative purchasing agreement is in the best interests of the County; and

WHEREAS, the PARTIES now hereby enter into this Agreement for the supply and delivery of liquid asphaltic emulsion materials on a pay per delivery basis as follows:

AGREEMENT

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. Queen Anne County FY2019 Asphalt Bid Documents
- B. Updated Certificate of Liability Insurance

2.0 TERM

This contract shall run from July 1, 2018 through June 30, 2019, with annual renewals thereafter at the County's sole discretion. Subsequent renewals shall be reduced to writing in the form of a renewal contract.

3.0 PURCHASE PRICE

The Contract purchase price is based upon the Consumer Price Index plus differential charges, which shall be converted to a cost per gallon and may fluctuate with the market. The delivery and profit margin (difference between the unit bid price and the Consumer Price Index in cost per gallon) shall remain constant for the duration of this contract, subject to audit at the County's request. The Contract purchase price is based upon the rate of \$1.90 per ton furnishing, delivering and application.

4.0 TERMINATION

A. For Convenience

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 CONTRACTOR has incurred up to date of termination, and all reasonable cost associated with the termination of the Contract; provide, however the CONTRACTOR shall not be

reimbursed for any anticipatory profits that have not been earned up to the date of termination.

B. For Cause

If the CONTRACTOR fails to fulfill its obligation under this Contract properly and on time, or otherwise violates any provision of the Contract, the COUNTY may terminate the Contract by written to the CONTRACTOR. This shall specify the acts or omissions relied upon as cause for termination. All unfinished work provided by the CONTRACTOR shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by CONTRACTOR's breach.

5.0 HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold Caroline County, Maryland and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgements, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs, and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including Death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by 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.

6.0 INDEPENDENT CONTRACTOR

The CONTRACTOR and subcontractors are independent contracts. 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.

7.0 VENUE

For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the courts of competent jurisdiction located in Caroline County, Maryland without regard to conflicts of law principles.

8.0 MISCELLANEOUS

A. Entire Agreement. This contract contains the entire agreement of the parties and there are no other conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreement between the parties.

B. Amendments. This Contract may be modified or amended, if the amendment is made in writing and is signed by all parties.

C. Severability. If any term, provision, covenant or condition of this Contract, or application thereof, shall be held to be invalid, unenforceable or void for any reason, the remainder of this Agreement shall remain in full force and effect.

D. Non-waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of what party's subsequently to enforce and compel strict compliance with every provision of this Contract.

E. Non-Assignability. CONTRACTOR shall not assign this Contract or its rights hereunder without prior written consent of the COUNTY.

F. Authority to Contract. CONTRACTOR and COUNTY warrants to each other that each is fully authorized and competent to enter into this Contract, in the capacity indicated by his or her signature to be bound by this Contract.

G. Notice All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the County: Director of Public Works
 Caroline County Department of Public Works
 520 Wilmuth Street
 Denton, MD 21629

If to the Contractor: Barry Statler, Vice President
 Hammaker East, LTD
 285 Kappa Dr. Suite 300
 Pittsburgh, PA 15238

[Balance left intentionally blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective in accordance with the term written above.

ATTEST:

COUNTY COMMISSIONERS OF
CAROLINE COUNTY, MARYLAND

Jennifer M. Farina
Administrative Coordinator

Larry C. Porter, President

HAMMAKER EAST, LTD

By: _____

Name:

Barry Statler

Title:

Vice President

Approved for Legal Sufficiency:

Heather L. Price, County Attorney

