

## Caroline County Government

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

### SHORT-FORM VENDOR CONTRACT

**Date:**

**Bid #: CCDRP2023-01**

**Contract Type:**

Bid

**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 non-Maryland business licensed to conduct business in the State as set forth below. *(circle one)*

*With few exceptions, all vendors are required to register with SDAT.*

**I. PRODUCT/SERVICE:** *Describe the product or service to be provided.*

Item Description	Unit /SY/LY/FT/LF	QTY	PRICE PER UNIT	SUBTOTAL
Mobilization and Demobilization	LS	1		
Erosion and Sediment Control	LS	1		
Excavation for On-Site Placement	CY	12,900		
Weir Box	EA	1		
Storm Drain Repair	ALL	1	<i>Allowance</i>	<b>\$6,000.00</b>
Riprap Class I	TON	15		
Clearing and Grubbing	AC	3		
Top Soil, Seed, and Mulch	SY	14,400		
	<b>Total</b>	<b>\$</b>		

**II. CONTRACT TERM / RENEWAL**

This Contract is valid for **12 months**/year(s) (*circle one*) but can be canceled and/or terminated by County for any reason. The term begins on xx, 2023 and runs through xx, 2024.

All work will be performed in compliance with the technical specifications and 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 scope of work, deliverables, and budget remain unchanged.

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

Vendor agrees to the following miscellaneous provisions

1. The VENDOR agrees to operate and provide services in accordance with the provisions of this Contract, with all assurances, terms, and conditions included.
2. The VENDOR assures Caroline County Government 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.
3. The VENDOR further assures Caroline County Government 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.
4. The VENDOR must comply with the ethics provisions contained in Chapter 33, Ethics, of the Code of Public Local Laws for Caroline County.
5. 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.
6. Caroline County Government reserves the right to cancel this Contract should the VENDOR fail to fulfill in a timely and proper manner its obligations under this Contract.
7. The VENDOR does not have a right to terminate the Contract. The VENDOR has no right to stop work on the Project. In the event of any dispute between the VENDOR and Owner involving the VENDOR's claim to entitlement to any payment, the VENDOR must diligently proceed with the work pending resolution of the dispute.
8. Caroline County Government, 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 Caroline County Government 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 VENDOR must obtain and pay for all required permits, fees, and licenses. The VENDOR must comply with all Laws and Regulations applicable to the Project and to the work.
12. The VENDOR must maintain the Project Site in a reasonably clean condition during the performance of the work. Upon Final Completion, the VENDOR must thoroughly clean the Project Site of all debris, trash, and excess materials or equipment.
13. 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.
14. Any sublease, assignment, delegation, or other disposals in violation of the section shall be null and void.
15. 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.
16. 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.
17. 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.
18. In the event of violations or breaches of the requirements of this Contract by the VENDOR, Caroline County Government may pursue any legal remedies or sanctions as may be appropriate.
19. As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions contained herein. Pursuant to Caroline County Code, §51-6, the Director of Purchasing, his or her designee, and all department heads have the authority to enter into Contracts on behalf of the County within their purchasing authority.
20. The Owner may order one or more changes to the work within the general scope of this Contract. The VENDOR must proceed with any such changes. A change order may provide for an adjustment in the amount payable to the VENDOR based only on the reasonable and fair cost estimate, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies, and equipment, the rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead.

21. 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.
  
22. Insurance required by the terms of this Contract:
  - A. General Liability – Minimum \$2,000,000
  - B. Workers' Compensation Insurance as required by law.
  - C. All required coverages shall include and specifically name the County as an additional insured and loss payee with respect to all operations under the contract.
  
23. Nothing in this Contract creates an employee-employer relationship between the VENDOR and COUNTY.

EXECUTED on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

ATTEST:

COUNTY COMMISSIONERS OF  
CAROLINE COUNTY,  
MARYLAND

\_\_\_\_\_  
Kaleigh Leager  
Executive Assistant

\_\_\_\_\_  
J. Travis Breeding, President

CONTRACTOR

Name: \_\_\_\_\_

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

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

Approved for legal sufficiency:

\_\_\_\_\_  
Stewart Barroll  
County Attorney for Caroline County

*Revision Date: February 2023*