

## COUNTY Government

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

### VENDOR CONTRACT

**Date:**

**Contract Type:**

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

**VENDOR:**

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

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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)*

**PRODUCT/SERVICE:** ROADWAY TREE TRIMMING & EMERGENCY WORK PROVISION SERVICES

**I. STATEMENT OF WORK:**

Scope of work as listed in Vendor Contract "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 COUNTY where the highest standard shall prevail. In the absence of such specifications, all work shall be performed to the highest standards of workmanship.

The 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 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.

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CONTRACT MAY VARY SUBSTANTIALLY AT AWARD**

3. 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.
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. The 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.
7. The 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.
8. 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.
9. 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.
10. 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.
11. Any sublease, assignment, delegation, or another disposal in violation of the section shall be null and void.
12. 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.
13. 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.
14. 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.
15. 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.
16. As evidenced by the signatures below, this contract is hereby executed pursuant to the terms & conditions contained herein. Pursuant to 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.
17. 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

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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.

- 18. Insurance required by the terms of this Contract,
  - A. General Liability – Minimum \$2,000,000
    - a. This can be a combination of General Liability & Umbrella
      - i. OR
    - b. \$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 COUNTY 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.

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

**II. TERM**

This Contract shall remain in effect for a period of one (1) year, beginning on July 1, 2023, and ending on June 30, 2024. Upon written notice, 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. The term of this Contract may be extended for one (1) additional year if the parties agree upon the terms of the renewal Contract (e.g., price, nature of services, etc.).

**III. PRICING/BUDGET:**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE
1.	1	Lump Sum	Roadside Tree Work	\$
2.	1	Hourly Rate	Tree Removal Emergency	\$
3.	1	Hourly Rate Overtime	Tree Removal Emergency	\$
4.	1	Hourly Rate	Certified Flagger	\$
5.	1	Hourly Rate Overtime	Certified Flagger	\$

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

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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