

CONTRACT

THIS CONTRACT, made this ____ day of _____ 201____, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and _____, hereinafter referred to as the CONTRACTOR;

WITNESSETH, That for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will furnish all of the labor, materials, equipment and transportation necessary for the [insert job description], in accordance with the specifications and contract documents entitled "County Commissioners of Kent County Request For Proposal # _____ For _____, at _____ [insert address]".
2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, a Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million (\$2,000,000.00) Dollars.
3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning construction, a Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.
4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within _____ (____) calendar days after the date of receipt of the Notice to Proceed and shall complete the same by _____, 201____ unless the period for completion is extended as provided for in the general conditions.
5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein _____ dollars (\$_____.____) in conformity with the bid schedule.
6. The contract documents include the following:
 - a. Notice to Bid
 - b. Request For Proposal # _____
 - i. Section A. General Matters
 - ii. Section B. Bid Proposals and Related Matters
 - iii. Section C. Scope of Work, Specifications and Related Matters
 - iv. Section D. Bid Forms
 - c. General Terms & Conditions of Contract between County & Contractor

d. Contract Agreement

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or federal courts located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: _____
Shelley L. Heller, County Administrator

[INSERT CONTRACTOR NAME]

By: _____

Title

Employer Identification Number