

**CONTRACT FOR FREDERICK COUNTY
COMPOST PAD RESURFACING SERVICES**

This Contract for Frederick County Compost Pad Resurfacing Services (this “Contract”) is made this ___ day of _____, 2022 between _____, (the “Contractor”) and the Northeast Maryland Waste Disposal Authority (the “Authority”), a body politic and corporate organized and existing under the laws of the State of Maryland, both referred to as “Parties” and individually referred to herein as a “Party.”

WHEREAS, the Authority wishes to obtain certain services for the (the “Services”), on behalf of Frederick County, Maryland (the “County”), from the Contractor;

WHEREAS, the Authority issued an Invitation for Bids (IFB) on September ___, 2022 for the Services and Addendum No. 1 to the IFB on _____, 2022;

WHEREAS, Contractor, based on its proposal, is awarded the contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. This Contract fully incorporates by reference the following documents, which are attached hereto as **Attachment A**: (i) IFB issued on September ___, 2022; (ii) Addendum No. 1 to the IFB issued on _____, 2022 and (iii) the Contractor’s bid dated September ___, 2022.

[2. The Authority has secured the Services from Contractor on behalf of the County, pursuant to County Purchase Order No. _____.]

3. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of Maryland. Any action or proceeding to enforce this Contract shall be commenced and maintained in Maryland.

4. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto. The terms of this Contract shall not be modified except in writing and signed by all Parties hereto.

5. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the Parties. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the Parties have caused this Contract for Frederick County Compost Pad Resurfacing Services to be executed by their duly authorized representatives as of the date first above written.

Attest

Northeast Maryland Waste Disposal Authority

By: _____

By: _____

Name: _____

Name: Andrew Kays

Title: _____

Title: Executive Director

Attest

[Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ACKNOWLEDGED AND AGREED TO:

Frederick County, Maryland

By: _____

Name: _____

Title: _____

ATTACHMENT A

- (i) IFB issued September 7, 2022;
- (ii) Addendum No. 1 to the IFB issued on _____, 2022;
- (iii) Contractor's bid dated September __, 2022.