



**Beaches Water Co-operative**

5901 Hillside Road, P.O. Box 164

St. Leonard, MD 20685

(410) 586-8710

**CONTRACT # 24-001**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between Beaches Water Company, Inc. (dba Beaches Water Cooperative) located at 5901 Hillside Road, Saint Leonard, Maryland and Incorporated under the laws of Maryland referred to as “BWC” and \_\_\_\_\_ located at \_\_\_\_\_, referred to as “Contractor”.

**RECITALS**

WHEREAS, on \_\_\_\_\_, the Board of Directors of Beaches Water Company, Inc. authorized the President of Beaches Water Company, Inc. to enter into a contract regarding: \_\_\_\_\_ (hereinafter, the “Project”, “Good” or “Service”).

WHEREAS, the Contractor and BWC pursuant to that authorization are entering into this Agreement for the above (Professional Service) pursuant to a response to BWC’s Request for Bid (Hereinafter “Bid document”), all of the bid documents and response which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

Now in consideration of the following, the parties agree that:

1. **SCOPE:** The professional service shall include all work items, processes outlined in the recitals above, in the bid for service and related documents, as well as all other work, items, processes as reasonably required by BWC.

2. **TERM:** Contractor agrees to commence work in accordance with the terms of the bid immediately upon execution of the Contract and shall perform all other services required by this Agreement or by BWC as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.
  
3. **FEE FOR SERVICE:** In exchange for these services BWC shall pay the contractor as follows:  
As per Bid
  
4. **CONTRACTOR SERVICES:** The Contractor shall:
  - a. Furnish all supervision, technical personnel, labor, materials and services to perform and complete all work required and work related thereto, in accordance with contract documents.
  - b. Comply with all pertinent Federal, State, and County laws and regulations.
  - c. Attend conferences with BWC Board or persons designated by BWC Board as necessary for the successful completion of this Agreement.
  - d. Be responsible directly to the Business Manager or his designee, who is BWC's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of the Agreement and approval of any documents in writing.
  
5. **CONTRACT DOCUMENTS:** The contract shall be subject to and governed by the following documents, which are as full a part of the contract as if hereto attached or herein repeated, form the contract:
  - a. This Contract
  - b. Bid Document #24-001 and Addenda
  - c. Contractor's Bid

6. **Termination:** The contract shall be subject to and governed by the (default) to fulfill the contract requirements with thirty (30) days written notice at Contractor's regular mailing address. The Contractor agrees to pay all reasonable and necessary expenses including attorney's fees incurred by BWC in seeking to enforce this contract or defending its rights hereunder.

7. **INSURANCE:**

a. Contractor shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of the Agreement, provide to BWC the Certificate from an insurance company authorized to do business in the State of Maryland showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000) coverage with a deductible of no greater than One Thousand Dollars (\$1,000). Contractor shall be fully and completely responsible to pay the deductible. The Certificate shall bear an endorsement certifying that the insurance company agrees that the coverage shall not be cancelled, changed, allowed to lapse, or allowed to expire until ten days after notice to:

Beaches Water Cooperative  
P.O. Box 164  
St. Leonard, MD 20685

b. In addition, Contractor shall, throughout the term of the Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval

- i. Personal injury liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 aggregate, where insurance aggregates apply.
- ii. Property damage liability insurance with limits of \$1,000,000 for each occurrence and \$5,000,000 where aggregates apply.
- iii. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that BWC be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

- iv. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Worker's Compensation insurance and shall submit an insurance certificate as proof of coverage prior beginning work under the Agreement.
- v. Contractor shall obtain both performance and restoration bonds, acceptable to BWC prior to commencing any project.

8. **INDEMNIFICATION:** Each Party to this Agreement hereby acknowledges and agrees that each party shall be responsible for and indemnify, and hold the other party harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligation of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by BWC in defending any such claim.

9. **MISCELLANEOUS:**

- a. Correspondence, notice, invoices, etc. should be mailed to:

**Beaches Water Cooperative**  
**P.O. Box 164**  
**St. Leonard, MD 20685**

- b. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

This Agreement is entered into as of the day and year first written above.

CONTRACTOR:	BEACHES WATER COMPANY, INC.
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

FEDERAL I.D. No. \_\_\_\_\_