

County Council Of Howard County, Maryland

2010 Legislative Session

Legislative Day No. 10

Resolution No. 116 - 2010

Introduced by: The Chairperson at the request of the County Executive

A RESOLUTION authorizing the County Purchasing Agent to waive the formal competitive bidding requirements of Title 4, Subtitle 1 of the Howard County Code in order to enter into a contract with Montevideo Rock, LLC, a Maryland limited liability company, for the design and construction of road improvements to Relocated Montevideo Road, Phase 1, Segment A.

Introduced and read first time _____, 2010.

By order _____
Stephen LeGendre, Administrator

Read for a second time at a public hearing on _____, 2010.

By order _____
Stephen LeGendre, Administrator

This Resolution was read the third time and was Adopted___, Adopted with amendments___, Failed___, Withdrawn___, by the County Council on _____, 2010.

Certified By _____
Stephen LeGendre, Administrator

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Section 4.106(d)(2) of the Howard County Code provides that the County
2 Council may, by resolution, authorize the County Purchasing Agent to waive the formal
3 competitive bidding requirements for any single purchase or sale if, in the judgment of the
4 County Council, the waiver will best serve the interest of the County; and

5
6 **WHEREAS**, Capital Project J-4206, FY 2007, Montevideo Road Improvements,
7 authorizes the funding for the design and construction of Relocated Montevideo Road, Phase 1,
8 Segments A and B and a map showing both segments is attached as Exhibit A; and

9 **WHEREAS**, Montevideo Rock, LLC, a Maryland limited liability company, its
10 successors or permitted assigns (collectively, “Montevideo”), will present a site development
11 plan to the County titled “Montevideo Crossing, Parcel A” which will use Relocated Montevideo
12 Road Segment A, and is willing to construct Segment A (stations 110+00 to 115+00) during the
13 construction of Parcel A; and

14 **WHEREAS**, the County has agreed to have Montevideo include the construction of the
15 above referenced Segment A into Montevideo’s construction of Parcel A; and

16 **WHEREAS**, the Relocated Montevideo Road Agreement (the “Agreement”), the form of
17 which is attached hereto as Exhibit B and to be entered into by and between Montevideo and the
18 County, outlines each party’s obligations under the Agreement related to the funding, design and
19 construction of Relocated Montevideo Road as a minor arterial road; and

20
21 **WHEREAS**, Montevideo will provide the County with competitively bid costs for the
22 construction of Relocated Montevideo Road, Phase 1, Segment A in accordance with the
23 Agreement and will, upon the County’s approval, share in such costs, as provided in the
24 Agreement; and

25 **WHEREAS**, since both the County and Montevideo have obligations for the design and
26 construction of Relocated Montevideo Road, the Howard County Department of Public Works
27 recommends that one contractor with one set of contract documents will provide the best

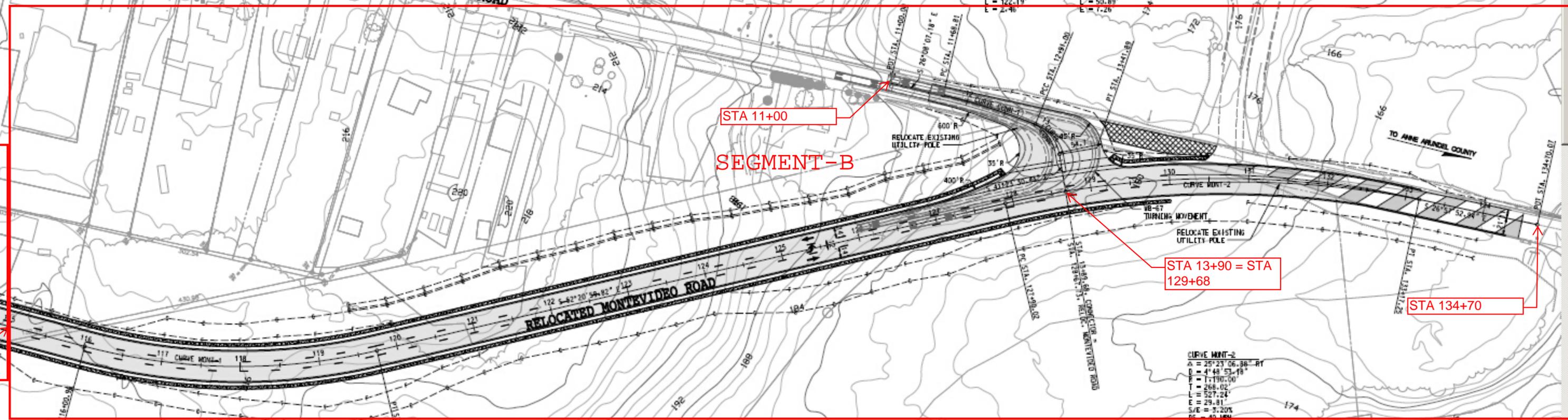
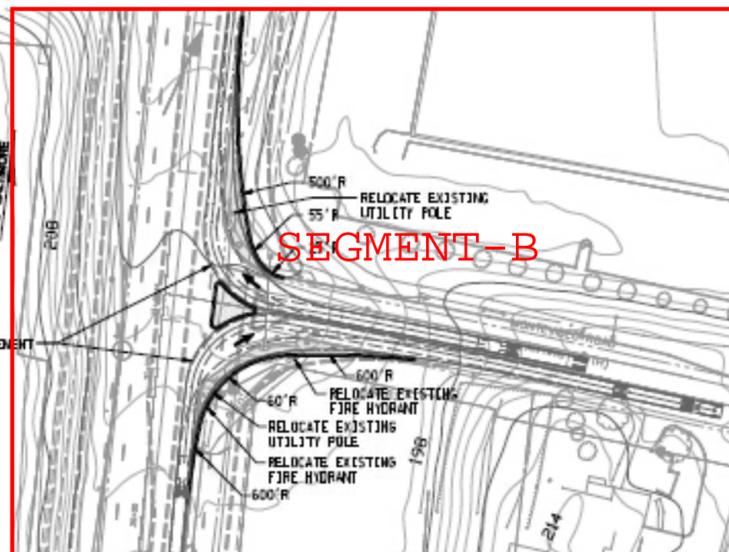
1 coordination and scheduling of said project and Montevideo can schedule these improvements
2 in conjunction with its work; and
3

4 **WHEREAS**, the Department of Public Works submits that it is in the best interests of
5 the County to contract with Montevideo for the construction of relocated Montevideo Road,
6 Phase 1, Segment A.
7

8 **NOW, THEREFORE, BE IT RESOLVED** by the County Council of Howard County,
9 Maryland, this _____ day of _____, 2010, pursuant to Section 4.106(d)(2) of the
10 Howard County Code, that it declares that the best interests of the County will be served by
11 hereby authorizing the County Purchasing Agent to waive the competitive bidding requirements
12 of Subtitle 1, "Purchasing", of Title 4, "Contracts, Purchasing and Property", of the Howard
13 County Code in order to allow the County to contract with Montevideo for the construction of
14 Relocated Montevideo Road, Phase 1, Segment A in accordance with the specifications set forth
15 in the Relocated Montevideo Road Agreement.
16

17 **AND BE IT FURTHER RESOLVED**, that the County Executive is hereby authorized
18 to execute and deliver the Relocated Montevideo Road Agreement in the name and on behalf of
19 the County in substantially the same form of the Agreement attached hereto as Exhibit B.

J-4206 MONTEVIDEO ROAD IMPROVEMENTS
RELOCATED MONTEVIDEO ROAD, PHASE-1 SEGMENT A & B



RELOCATED MONTEVIDEO ROAD AGREEMENT

THIS RELOCATED MONTEVIDEO ROAD AGREEMENT (the "Agreement") is made this _____ day of _____, 2010, by and between **MONTEVIDEO ROCK, LLC**, a Maryland limited company, its successors and permitted assigns (collectively "Montevideo") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County").

WHEREAS, the County has approved Capital Project J-4206, FY 2007 Montevideo Road Improvements, which authorizes the funding, design and construction of Relocated Montevideo Road, Phase 1, Segments A and B.

WHEREAS, the County and Montevideo desire to coordinate the design and construction of Relocated Montevideo Road, Phase 1, Segments A and B which will result in a cost savings to both parties and expedite the completion of Relocated Montevideo Road.

WHEREAS, the County will be responsible for the design of Phase 1, Segment A (Stations 110+00 to 115+00) and design and construction of Phase 1, Segment B (Stations 115+00 to 134+70) and Montevideo will be responsible for the construction of Phase 1, Segment A (Stations 110+00 to 115+00).

WHEREAS, the County Council of Howard County, Maryland adopted Resolution Number _____-2010 that authorizes the County to waive the formal competitive bidding requirements and to enter into this Agreement with Montevideo for the construction of Phase I, Segment A (Stations 110+00 to 115+00).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of Montevideo and the County set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Montevideo and the County agree as follows:

1. Montevideo shall construct Phase 1, Segment A of Relocated Montevideo Road from Station 100+00 to Station 115+00 in accordance with the provisions of Sections 1 and 2 of the Agreement.

2. Montevideo shall select the contractor(s) for the construction of Segment A through a solicitation of bids process. The County shall have the right to review and approve the proposals received by Montevideo. Montevideo shall not accept a proposal for the construction of Segment A that has not been approved by the County.

3. The funding for the construction of Segment A shall be in accordance with the Agreement. The County shall fund the design and construction of Segment A. Montevideo shall obtain all permits necessary to construct Segment A.

4. Montevideo shall submit monthly progress reports with its invoice for work related to the construction of Segment A completed each month. The County shall have the right to inspect and verify the satisfactory completion of the work reported on each report. The County shall reimburse Montevideo for the cost of the satisfactory work completed on each invoice.

5. Upon the satisfactory completion of Relocated Montevideo Road, Phase 1, Segment A, Montevideo and the County agree that all of the terms and conditions set forth in the Agreement shall remain in full force and effect until final County approval.

6. Montevideo and the County mutually agree to the County's request that the contractor place any excess dirt from the Relocated Montevideo Road and Parcel A onto the County's property (Parcel B) adjacent to the construction, in a location designed by the County. The stockpiled dirt will be left in a reasonably attractive manner, shaped and stabilized per County Sediment Control inspection standards.

7. Montevideo and the County mutually agree that Montevideo is entitled to overhead for offsite construction supervision. Such fee to be mutually agreed upon by Montevideo and the Department of Public Works prior to the start of construction.

8. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized signatory or authorized member, under seal, on the date first above written.

WITNESS/ATTEST:

MONTEVIDEO ROCK, LLC
a Maryland limited liability company

By: **PORT CAPITAL CENTER, LLC**
a Maryland limited liability
company, Managing Member

By: _____ (SEAL)
Patrick McCuan
Managing Member

ACCEPTED by the Grantee on this ____ day of _____, 2010.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2010.

Margaret Ann Nolan
County Solicitor