



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

NOTES:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

E-mail: _____

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 3000129 2.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Building
 100 West Washington Street, Third Floor, Room 320
 Hagerstown, Maryland 21740-4748

Attention: Rick Curry, CPPB - Buyer

Telephone Number: 240-313-2330

**REQUEST FOR QUOTATION
 THIS IS NOT
 AN ORDER**

DATE ISSUED

1/10/2012

DELIVERY WANTED

See Attachment

DESCRIPTION

UNIT PRICE

TOTAL NET PRICE

**CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS
 TOWER SITE
 Q-12-538**

(See Attached Instructions & Specifications)

QUOTATION DUE: Monday, January 30, 2012, no later than 3:00 P.M. and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.

QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick Curry, CPPB, Buyer, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland, 21740-4748 and enclosed in a sealed opaque envelope marked "**QUOTATION – (Q-12-538) CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE**" and bearing the vendor's name.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions on the attached Quotation Proposal Form.

We quote you as above - F.O.B. _____

Official Signature _____

Name Printed _____

Telephone Number _____

Acknowledge Addenda # _____ Date _____

_____ Date _____, # _____ Date _____

Delivery/Service can be performed no later than _____ calendar days from receipt of order.

Date _____

Q-12-538

CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE

NOTICE TO QUOTERS & INSTRUCTIONS

1. **QUOTATION SUBMISSION:** Quotations are to be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked “**QUOTATION – (Q-12-538) CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE**” Quotations are to be addressed to Washington County Purchasing Department, Washington County Administration Building, 100 West Washington Street, Third Floor, Room 320, Hagerstown, MD 21740-4748. Please direct all inquiries to Rick Curry, CPPB at 240-313-2330.
2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **Monday, January 30, 2012 at 3:00 P.M.** Quotations will be opened at that time in the Washington County Administration Building Conference Room 325, Third Floor, 100 West Washington Street, Hagerstown, Maryland. All interested parties are invited to attend.
3. **PRE-QUOTATION CONFERENCE:** A Pre-Quotation Conference is scheduled in the Washington County Administration Building Conference Room 325, Third Floor, 100 West Washington Street, Hagerstown, Maryland 21740-4078, **10:00 A.M., Thursday, January 19, 2012**, at which time County personnel will be present to answer any questions. Attendance at this meeting is not mandatory, but it is strongly encouraged.
4. **SITE VISITS:** Site visits shall occur at **11:30 A.M., Thursday, January 19, 2012.** The site visit will start at the site located at 19005 Miller Avenue, Knoxville, MD 21758. Each Bidder submitting a quotation for this work shall first examine the site and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will in any manner affect any work under his/her contract. The Bidder shall accept the site as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
5. **AWARD OF CONTRACT:** The Total Lump Sum Quotation will be used as a basis for evaluation of quotations and award of the Contract. If an award of Contract is made, it will be made to the responsible Bidder who submits the lowest, responsive quotation. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed.
6. **DISCOUNTS:** Quoted prices are to be net thirty (30) days; all discounts are to be deducted and reflected in net prices.
7. **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.

8. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330, TDD Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
9. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
10. **INSURANCE:** Upon request and prior to execution of contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County Policy No. P-4 (Attachment No. 1).
11. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request an interpretation, in writing, from:

Rick Curry, CPPB, Buyer
Washington County Purchasing Department
Washington County Administration Building
100 West Washington Street, Room 320
Hagerstown, Maryland 21740-4748
FAX: 240-313-2331

All necessary interpretations will be issued to all bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** No requests received after 4:00 P.M., local time, Monday, January 23, 2012 will be considered.

12. **LATE CHARGES:** Assessments will be made at the rate of one-half of one percent (0.5%) percent of the quoted price per consecutive calendar day if the successful Contractor fails to deliver by deadline for delivery. This assessment shall be deducted from the invoice price.
13. **LANDFILL FEES:** Disposal of items shall be at an approved landfill and any fees for same must be included in the contractor's quotation.
14. **LUMP SUM PROPOSAL:** A lump sum proposal shall include all work described herein. The total sum for the clearing and grubbing work listed in the Task Order of Work/Specifications shall include the cost of any and all permits and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of bonds and insurances required, the cost of all material, labor, tools, equipment, transportation, landfill users fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the

work as described in the specifications. The County will waive the permit fees for permits issued under County jurisdiction. A grading permit has been obtained for this work. The successful bidder will be provided a copy.

15. **PAYMENT:** Payment will be made within thirty (30) days after satisfactory acceptance. Invoices shall be submitted in duplicate to Mr. Zane Rowe - Supervisor, Washington County Highway Department, 601 Northern Avenue, Hagerstown, Maryland 21742. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name and the Washington County-issued Purchase Order (P.O.) number.
16. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
17. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
18. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotes, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Quoter to correct any and all formalities, informalities and technicalities in the best interest of the Washington County.
19. **SALES TAX:** The County is exempt from State of Maryland Sales Tax. The County's Sales Tax Exemption Number is 3000129-2. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her quotation.
20. **TIME OF COMPLETION:** By submission of his/her proposal, the Bidder agrees to commence work under this Contract upon receipt of the Notice to Proceed (a purchase order), prosecute the work diligently, and **complete work no later than fourteen (14) consecutive calendar days after Notice to Proceed.**

21. **WORK SITE DAMAGES:** Any damage to finished surfaces, surrounding areas, building, etc., from these removals shall be repaired to the damaged party's satisfaction at the Contractor's expense.
22. **FINAL ACCEPTANCE SIGN-OFF:** Final acceptance shall take place after all deficiencies noted by the Washington County Project Manager have been corrected to his/her satisfaction.
23. **PRICES VALID:** All quoted prices shall be valid for ninety (90) consecutive calendar days after submission of quote.

CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE

TASK ORDER OF WORK / SPECIFICATIONS

1. SUMMARY:

- A. This quotation shall be for the Clearing and Grubbing (C&G) of land on a one acre lot designated for future construction of a public safety communications tower by Washington County Government. The total area to be disturbed is delineated on the approved site plan and is determined to be approximately 0.3 acres. The site is designated on Tax Map 87, Grid 11, Parcel Number P210. Site is zoned Environmental Conservation. The site is exempt from forest conservation and there are no known flood plains, streams, or related buffers, or habitat of threatened or endangered species identified by the U.S. Fish and Wildlife Service per CFR 17. Miller Avenue (formerly Brown Road) is classified as a local road. The foundation of an potentially historic structure is located on the site and must be protected during the course of this work.
- B. The Site Plans are identified as Project No. 28-150, Contract No. MS-MA-150-28 and 8 ½” x 11” version is included with this RFQ and full scale set of the site plan may be obtained at no charge by contacting the office of Washington County Engineering and Construction, 80 West Baltimore Street, Hagerstown, MD 21740, Telephone: 240-313-2400; Attention Mr. Scott Hobbs, PE. The successful bidder will be provided with full scale copies of the site plan.
- C. Mr. Zane Rowe, Supervisor with the Washington County Highway Department, shall be the Owner’s designated representative and point of contact for all matters relating to the performance of this work.
- D. The successful bidder shall complete the work described herein within the time specified herein following receipt of a written notice to proceed (purchase order) from the Owner.
- E. All work associated with this proposal shall be completed in accordance with the Maryland Department of Transportation, State Highway Administration, Standards and Specifications for Construction and Materials. The following pages are modified parts of the July 2008 “Standard Specifications for Construction and Materials” published by MDOT/SHA. Because only parts of the complete specifications are included with this document, please refer to specifications in its entirety anytime reference to another section or part is stated. The specifications can be found at: <http://www.marylandroads.com/OHD/part3.pdf>
- F. The location for the new installation is:

19005 Miller Avenue
Knoxville, Maryland 21758

2. TASK ORDER SPECIFICATIONS:

A. CLEARING AND GRUBBING:

1. Description. Clear and grub within the specified limits. Do not perform any work outside of the designated limit of disturbance (LOD) unless authorized by the Owner and the Maryland Department of the Environment.
2. Definitions.
 - (a) Clearing. The removal and disposal of trees, fallen timber and rotten wood, brush, shrubs, vegetation, rubbish, fences, and structures not specified in the Contract Documents for removal and disposal. Unless otherwise specified, clearing outside the LOD includes the removal of rubbish only. Tree grindings shall be left onsite for hauling by the County at a site designated by the Owner.
 - (b) Grubbing. An earth-disturbing activity, which includes the removing from the ground and disposing of all stumps, roots and stubs, brush, and debris.
 - (c) Limits of Disturbance (LOD). The maximum allowable limit of earth disturbance as delineated in the project site plan, referred to as the Contract Documents. When not delineated in the Contract Documents, the LOD will be the top of cut, toe of slope, or limit of ditch excavation. Do not perform earth-disturbing activities beyond the LOD without authorization.
 - (d) Limits. Clearing and grubbing is confined to the LOD and authorized modifications to the LOD. When indicated in the Contract Documents or site plan, the limit of clearing may include the area between the LOD and the right-of-way or easement lines.
 - (e) Grading Unit. The area of erodible material exposed at one time, not to exceed 20 acres.
 - (f) Disturbed Area. An area where erodible material is exposed by construction activities.
 - (g) Stabilization Measures. Activities that provide vegetation or otherwise prevent erosion. These activities include the placement of temporary or permanent seeding or mulching, soil stabilization matting, riprap, stone aggregate, and asphalt or concrete paving. The placement of one or more of these temporary or permanent stabilization measures to the satisfaction of the Owner will meet the requirements for proceeding to the next grading unit or operation.

3. Construction:

- (a) Erosion and Sediment Control. Unless otherwise specified or approved, the clearing and grubbing area shall be limited to a single 0.3 acre grading unit grading operation. Maintain erosion and sediment controls as specified. The grading operation will be limited to the Contractor's ability to provide adequate resources to perform the grading in a timely manner and to provide and maintain the proper erosion and sediment control measures. The Owner is the final authority in this determination. The grading unit shall not exceed the 0.3 acre LOD. The Contractor shall be responsible for all Erosion and Sedimentation/Stabilization control during the clearing and grubbing operation. Contractor shall note that the super silt fence shown on the plans was changed to an 18" filter log requiring the contractor to fill with limb, brush and wood chippings. The County will provide the filter logs.
- (b) The sediment and erosion control measures shall be installed by the Owner. The success bidder shall endeavor to protect the sediment and erosion control measures and repair any damaged by the successful bidder during the clearing and grubbing operation.
- (c) Vegetation. All trees and vegetation shall be 100% cleared within the LOD. The Owner will designate and mark trees, shrubbery, and plants that are to remain in place. All other trees and vegetation outside of the LOD shall be protected from any damage, as specified in MDOT GP-7.11. Cut and properly trim the branches of trees overhanging the roadway and LOD to maintain a vertical clearance of 16 ft. Employ a tree expert licensed by the State of Maryland to supervise all trimming operations. Perform all trimming and repair of cuts and scars as specified in MDOT Section 712.

4. Grubbing:

- (a) Excavation Areas. Remove all embedded stumps and roots to a depth of at least 3 ft below the subgrade or slope surface. Refill all depressions made below the subgrade or slope surfaces with materials suitable for embankment and compact as specified in Section 204.
- (b) Low Embankments. Grub areas where the total depth of the embankment is less than 3 ft.
- (c) High Embankments. In areas where the embankment is 3 ft or more in depth, cut off trees and stumps as close to the ground as practical but not greater than 1 ft above the ground surface. Near the toe of embankment slopes, remove trees and stumps that are within 1 ft of the slope surface.

5. Disposal:

- (a) Burning. Open burning on the site is prohibited.

- (b) Disposal Locations. Remove from the site and dispose of all unburned material and debris, excepting wood chips. Make all necessary arrangements to obtain suitable disposal locations. Furnish the Owner with a copy of resulting agreements.
 - (c) Wood Disposal. If disposal of wood to the public is proposed, submit the disposal plan to the Owner's representative for review, and obtain approval prior to beginning the clearing and grubbing operation. Perform this method of disposal from a location that is off the job site.
- 6. Damage to Trees and Other Protected Resources. Ensure that the LOD and all protected resources are demarcated as specified in MDOT Section 107. Perform damage repair and damage compensation as specified in MDOT Section 712 for damage beyond the LOD due to work operations. Refer to Occupying Wetlands provisions in the Contract Documents for unauthorized impacts to wetlands, wetland buffers, Waters of the United States (WUS), and floodplains.
 - 7. Measurement and Payment: Clearing and Grubbing will not be measured but will be paid for at the Contract lump sum price. The payment will be full compensation for the removal and disposal of fences, selective tree trimming and scar repair, repair or replacement of damaged trees, restoration measures for damaged or destroyed protected resources, repair to other damaged properties, removal and disposal of existing buildings when not covered as a specific pay item in the Contract Documents, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

B. TREE FELLING (MDOT Section 714):

- 1. Description. Fell all trees and clear all vegetation within the designated 0.3 acre area as specified.
- 2. Construction.
 - (a) Maryland Licensed Tree Expert (LTE). A LTE shall perform or directly supervise the Operations in conformance with the Maryland Roadside Tree Law, the Forest Conservation Act, and accepted arboricultural practices.
 - (b) Meetings. Meet with the Owner and the LTE to review areas, operations, sequence of construction and schedule before beginning clearing and grubbing operations.
 - (c) Utilities and Tree Marking. Refer to Section 875 when included in the Contract Documents.
 - (d) Utilities Marking. The Contractor (successful bidder) shall contact 'Miss Utility' or another approved service to identify and mark utilities in the rights-of-way.

- (e) Tree Marking. Mark trees to be felled. Obtain approval from the Owner's representative before beginning operations.
 - (f) Equipment. Equipment and tools shall conform to accepted arboricultural practices.
3. Notice. Notify the Owner at least seven (7) days before beginning operations.
 4. Operations. Tree felling shall involve cutting, stump removal, and debris removal of selected living or dead trees. When trees cannot be felled as a unit without danger to traffic or injury to other plants or property, remove the top sections until the tree can be safely felled. One or more of the following Operations will be specified:
 - (a) Operation 1 - Felling and Stump Removal. Fell trees and remove stumps to a depth at least 8 in. below the soil surface. Leave wood debris and stump grindings on site. Seeding shall not be required.
 - (b) Operation 2 -Felling and Stump Treatment. Not applicable.
 - (c) Operation 3 - Felling and Removal. Fell trees and remove any wood debris not ground up.
 - (d) Operation 4 -Felling and Delimiting. Intentionally blank.
 5. Wood Chipping. Chip wood and leave chips on site for Washington County to haul and dispose. Stockpile and store wood chips at a location approved by the Owner's Representative.
 6. Cleanup and Restoration. Promptly remove, disperse, or dispose of wood debris and other waste materials as directed. Avoid damage to existing structures, plants.
 7. Damage Repair. Do not injure vegetation to be preserved. Injuries to bark, trunks, or limbs shall be repaired by cutting, smoothing, and tracing the bark in accordance with ANSI A300 Standards for Tree Care Operations.
 8. Damage Compensation. Monetary compensation for damage or loss of trees will be calculated and assessed in conformance with the Guide for Plant Appraisal of the Council of Tree and Landscape Appraisers.
 9. Measurement and Payment. Tree Felling will not be measured, but will be paid for at the Contract lump sum price for all work described herein within the marked clearing and grubbing limits. The payment will be full compensation for all labor, material, equipment, tools, and incidentals necessary to complete the work.

FORM OF PROPOSAL

TO:

FROM:

**The Board of County Commissioners
of Washington County, Maryland
c/o Washington County Purchasing Dept.
Washington County Administration Bldg.
100 West Washington Street, Room 320
Hagerstown, MD 21740-4748**

DATE: _____

**QUOTATION DUE: Monday, January 30, 2012
3:00 P.M.**

QUOTATION NO: Q-12-538

Ladies/Gentlemen:

We hereby submit our proposal for:

CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE

Having examined the site and being familiar with pertinent local conditions affecting the work and having carefully examined the contents of this Quotation Package, Request for Quotation, Notice to Quoters/Instructions, and Task Order of Work/Specifications bearing the project title, and dated January 10, 2012, including

Addenda (if any):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labor, materials and equipment called for by the said documents for the entire work, in strict accordance with the specifications, for the stipulated total lump sum of:

Total Lump Sum Price for: CLEARING AND GRUBBING FOR SOUTH COUNTY COMMUNICATIONS TOWER SITE:

_____ DOLLARS (\$ _____)
Written Figures

FORM OF PROPOSAL (Cont'd)
CLEARING AND GRUBBING FOR SOUTH
COUNTY COMMUNICATIONS TOWER SITE
Q-12-538

FIRM NAME AND ADDRESS: _____

BY (Signature): _____

NAME AND TITLE (Printed): _____

TELEPHONE NO: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

POLICY TITLE: Insurance Requirements for Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

- Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

- Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

Policy P-4 (Cont'd)

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997