



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 ninety (90) 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: *Karen R. Luther, CPPO – Purchasing Agent*

Telephone Number: 240-313-2330

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

DATE ISSUED

1/5/2012

DELIVERY WANTED

See Attachment

DESCRIPTION

UNIT PRICE

TOTAL NET PRICE

**Architectural Services - Programming Analysis and Schematic Design for the
 Washington County Administration Building
 Q-12-539**

(See Attached Instructions & Specifications)

QUOTATION DUE: Thursday, February 2, 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: Karen R. Luther, CPPO – Purchasing Agent, 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-12-539) ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING**" 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. _____

Acknowledge Addenda # _____ Date _____

Official Signature _____

_____ Date _____, # _____ Date _____

Name Printed _____

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

Telephone Number _____

Date _____

**ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN
FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING**

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-12-539) ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING**” 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 Karen R. Luther, CPPO – Purchasing Agent at 240-313-2330.
2. **QUOTATION OPENING:** Quotations must be received and time-stamped in the Purchasing Department no later than **Thursday, February 2, 2012 at 3:00 P.M.**, after which time they will be publicly opened in the Washington County Administration Building Conference Room 325, Third Floor, 100 West Washington Street, Hagerstown, Maryland. Quotations received after this time will be returned unopened. 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 255, Second Floor, 100 West Washington Street, Hagerstown, Maryland 21740-4078, **2:00 P.M., Thursday, January 12, 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 immediately following the start of the aforementioned pre-quotation conference (see Section 3 above). Each Bidder submitting a quotation for this work shall first examine the sites 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 sites 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. The County reserves the right to award the contract on the basis of the lowest responsible and responsive bidder. Determining the responsible bidder includes the professional demonstrating acceptable experience and performance (verifiable through references) on a project similar to that being advertised herein.

6. **DISCOUNTS:** Quoted prices are to be net ninety (90) 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 and/or issuance of a Purchase Order, the successful contractor must provide to the County evidence of:
 - a. Insurance as outlined in the attached copy of Washington County Policy No. P-4 (Attachment No. 1).
 - b. Comprehensive General Liability including Products and Completed Operations.
 - c. Professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
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:

Karen R. Luther, CPPO – Purchasing Agent
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 19, 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 professional services 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. The County reserves the right to award the contract on the basis of the lowest responsible and responsive bidder. Determining the responsible bidder includes the Consultant demonstrating acceptable experience and performance (verifiable through references) on a project similar to that being advertised herein.
15. **PAYMENT:** Payment will be made within thirty (30) calendar days after satisfactory acceptance of each respective phase of the project. Invoices shall be submitted in duplicate to Mr. Joe Kroboth, III, PE, LS, Director of Public Works, 100 West Washington Street, Room 238, Hagerstown, Maryland 21740. 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 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.
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 ninety (90) calendar days after Notice to Proceed, in compliance with the performance schedule contained herein.** The time stated for completion shall include material procurement, delivery, installation, and final clean-up of the premises ready use.
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 quotation.

**ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN
FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING**

TASK ORDER OF WORK/SPECIFICATIONS

I. PROJECT DESCRIPTION

- A. The Washington County Commissioners are seeking written price proposals from qualified architecture/engineering firms to complete a programming analysis and schematic design for the Washington County Administration Building, first and second floors. The building is located at 100 West Washington Street, Hagerstown, Maryland, 21740.
- B. The first floor of the building has been leased to and occupied by a banking institution for more than twenty (20) years. The bank recently gave notice to the County Commissioners of their intention to vacate the space and the County is evaluating the concept of renovating the space to create a public meeting room, offices and ancillary space to support local government operations.
- C. The Consultant shall be required to meet with the Owner's Representative(s) and others to refine the program and schematic plan.
- D. Pending space availability, the basic intention is to renovate the first floor and portions of the second floor to accommodate the following:
 - 1. New government meeting room to conduct regular meetings of the Board of County Commissioners, and other government meetings (i.e. Planning Commission, Board of Zoning Appeals, Public Hearings, Special Hearings, etc.)
 - 2. Offices for the County Administrator and staff.
 - 3. Office for the County Clerk.
 - 4. Individual offices for each member of the Board of County Commissioners.
 - 5. Offices for the County Attorney and staff.
 - 6. Small conference room to accommodate up to 20 individuals.
 - 7. Publicly accessible restroom facilities.
 - 8. Separate staff only accessible restroom facilities.
 - 9. Large area workroom for staff and the Board of County Commissioners.
 - 10. Offices for various local government agencies.
- E. This work does not include the completion of contract documents for bidding purposes or any construction administration.

II. STATEMENT OF CONSULTANT SERVICES

- A. All architectural and engineering services must comply with sound architectural and engineering practices and in accordance with, but not limited to, the International Building Codes, Plumbing Code, Energy Code, Life Safety Code and the National Electrical Code, as well as all local, State and Federal agencies having jurisdiction.
- B. The Consultant shall provide all field measurements required for the project.
- C. Throughout the duration of the contract, the Consultant shall closely coordinate his/her services and confer with the Washington County Director of Public Works, or his designee, who will serve as that agency's point of contact throughout the project. The County's Division of Public Works shall provide Project Management and general oversight throughout the design and construction of the project.
- D. The Consultant shall prepare all design drawings in AutoCAD Civil 3D and incorporate the CAD Standards issued by the Washington County Division of Public Works. The final record file shall include all drawings and details on a read/write CD, along with any written reports or specifications in Microsoft Word (Release 2007 or later) format.
- E. The Consultant shall be responsible for conferring with the various code enforcement agencies and incorporating their respective requirements into the project to assure their concurrence and, where required, written approval.
- F. Phase 1 – Program Analysis
 - 1. The programming process shall follow a six step procedure:
 - a. Research the project type.
 - b. Guide the Owner through the establishment of project goals and objectives.
 - c. Gather relevant information and interview County key staff.
 - d. Identify strategies.
 - e. Determine quantitative requirements.
 - f. Summarize the program to the Owner.
 - 2. Research the Project step includes, but may not be limited to:
 - a. Determining the types of spaces frequently included in this type of building;
 - b. The space criteria for each proposed use;
 - c. Typical relationships of the spaces proposed;

- d. Typical ratios of net assignable square footage to gross square footage for this building type;
 - e. Typical costs per square foot for a building of this type;
 - f. Typical site requirements that may be necessary;
 - g. Technical, mechanical, electrical, security, or other issues unique to this proposed use.
3. Guide the Owner through the establishment of project goals and objectives:
- a. Meet with key staff members of the County Government to better understand the Owner's expectations. As a minimum the following individuals shall be defined as key staff: Board of County Commissioners, County Administrator, Director of Public Works, County Attorney, Director of Parks and Facilities, and Director of Information Technologies.
 - b. Establish a recommended aesthetic and psychological impact of the design. How should it relate to the surroundings and remaining portions of the building to ensure functionality and order.
 - c. Identify any historical or cultural factors that might affect the design and construction.
 - d. Identify the major functional activities within the building; how many people will be accommodated and how the building design might enhance or impact occupant expectations.
 - e. Identify the project budget in regards to initial construction and long term operational and maintenance costs.
 - f. Identify what level of quality and durability is desired by the Owner.
 - g. Identify the Owner's attitude toward sustainability and green technologies.
 - h. Identify the time frame related goals. When is the project expected to be occupied? What types of changes might be expected over the next 5, 10, 15 or 20 years?
4. Gather relevant Information:
- a. Review existing building drawings, specifications, reports, maintenance records, etc.
 - b. Evaluate existing square footage by function and building efficiency (ratio of existing net-to-gross area). Contrast existing building efficiency against the proposed program and nationally acceptable standards.
 - c. Meet with the Owner's key staff.
 - d. Collect building dimensions and measurements.
 - e. Collect other relevant information necessary to complete the project.

5. Identify Strategies:
 - a. Establish functional relationships.
 - b. Evaluate circulation patterns and connections essential for secure operations and office functionality.
 - c. Identify areas which require security, audio privacy and special relationships.
 - d. Consider accessibility to office equipment, centralization of copiers, printers and other commonly used services.
 - e. Centralization of information technology equipment.
 - f. Methods to provide for use of the large public meeting room for meetings other than the Board of County Commissioners. How can other commissions and boards utilize the space, while maintaining security and separation from sensitive areas such as the Board of County Commissioner, County Administrator and County Attorney's offices.
 - g. Consider how delivery of goods and services move through the building.
 - h. Consider facility users, activities and schedules.
 - i. What design criteria might affect architectural programming: access to daylight, glare, acoustics, accessibility, historic preservation, etc.
 - j. What are the energy use requirements and identify any conservation opportunities. Make recommendations regarding the implementation of Leadership in Energy And Efficient Design (LEED) for the remaining portions of the project.
 - k. Integration of new technologies for the office environment.
 - l. What code information may affect the design?
 - m. Construction transition and implementation planning. The existing building is currently being used for government operations. Establish a phasing plan for construction that minimizes impact on current operations.
 - n. Levels of access: Who is allowed where? What security levels are appropriate?

6. Determine Quantitative Requirements:
 - a. Identify project construction duration.
 - b. Reconcile/evaluate budget, project cost and schedule against the Owner's desires.
 - c. Consider project cost to the mid-point of the construction period.
 - d. Determine a summary of furniture needs, configuration and costs.

- e. If project costs exceed available budget, coordinate with the Owner to recommend components of the project to eliminate to bring the project into compliance with the budget.

7. Summarize the Program to the Owner:

- a. Summarize the results of the programming effort.
- b. Identify all pertinent information.
- c. Provide written report to the Owner (six (6) bound color copies).

G. Phase 2 - Schematic Design, 15% Design Completion

- 1. The schematic design phase shall establish the general scope, conceptual design, scale and relationship among the components of the project. The primary objective is to arrive at a clearly defined, feasible concept while exploring the most promising alternative design solution.
- 2. The Consultant will prepare a series of plans, drawn to scale depicting the arrangement of rooms.
- 3. The Consultant shall provide four (4) copies of the schematic plans which shall include as a minimum:
 - a. The schematic floor plan. The plan must show functional use, net and gross area.
 - b. Include systems concepts (written descriptions of structural, mechanical, HVAC, electrical, etc.) with design criteria and code restrictions.
 - c. Rough cost estimate including ten (10%) percent contingency.
 - d. Estimate of time needed to complete the balance of the design and construction process.

III. PERFORMANCE SCHEDULE

TIME IS OF THE ESSENCE in completing this project. The Consultant shall complete all work and services under this agreement within the following time periods required for each item:

Phase	Description	Period of Performance	Cumulative Time
1	Programming analysis	60 calendar days	60
2	Schematic design	30 calendar days	90

IV. USE OF EXISTING DOCUMENTS

The County shall cooperate to the fullest extent in making available to the Consultant for his/her use of the plans and specifications, which may be in the County's possession for the existing

facility. Washington County makes no warranty as to the accuracy of existing drawings and specifications nor will the County accept any responsibility for errors and omissions which may arise as a result of the Consultant having relied upon them.

V. EXTRA WORK

- A. The Consultant's Proposal shall include a quotation of hourly rates for each classification of employee to be used on this project. These hourly rates shall be used as the basis for compensation for extra work and shall include the Consultant's total costs for actual payroll, fringe benefits, overhead, transportation, expenses, profit and incidentals (the actual breakdown for these hourly rates is not required).
- B. In the event that extra work becomes necessary, the Division of Public Works will furnish a detailed scope of work for same to the Consultant and will request that the Consultant establish a "not to exceed" cost for the required services.
- C. Upon agreement of the "not to exceed" figure by both parties, the Consultant shall proceed with the necessary work and shall invoice the County for the actual man-hours charged to that item. The Consultant's invoice shall be based on the hourly rates quoted in his/her Proposal. The total invoicing for the extra work shall not exceed the previously agreed upon total cost without the written approval of the Director of Public Works.

VI. OTHER TERMS AND CONDITIONS

- A. The County reserves the right to request clarification of information submitted and to request additional information of one or more firms as it may reasonably require and may require interviews.
- B. Any Agreement, Contract or Purchase Order resulting from the acceptance of Proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the Request for Quotations.
- C. The Consultant shall not assign any interest in the Contract and shall not transfer any interest in the same without prior written consent of the Director of Division of Public Works.
- D. The Consultant shall not make available to any individual or organization reports, information or data given to or prepared by the Consultant under this Contract without the prior written approval of the Director of Public Works.
- E. Consultants shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification as to why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated code of Maryland.
- F. The County reserves the right to not hold discussions after award of the Contract.

- G. Consultants must have their proposals completed by in-house personnel and if an oral presentation is requested, it must be made by officers or employees, as requested, as opposed to retaining Consultants and/or representatives for these tasks.
- H. The Consultant shall abide by and comply with the true intent of this RFQ and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- I. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.
- J. By submitting a proposal, the Consultant agrees that he is satisfied, as a result of his own investigations of the conditions set forth in this request and that he fully understands his obligations.

The Washington County Director of Public Works and Purchasing Department will evaluate the submittals. Failure of a firm to comply with providing the above information for the review may result in disqualification of that firm.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all Proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. The Board of County Commissioners of Washington County also reserves the right to reject the Proposal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a Proposal of a firm which investigation shows is not in a position to perform the Contract.

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: Thursday, February 2, 2012
3:00 P.M.**

QUOTATION NO: Q-12-539

Ladies/Gentlemen:

We hereby submit our proposal for: **ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING**

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 5, 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: ARCHITECTURAL SERVICES - PROGRAMMING ANALYSIS AND SCHEMATIC DESIGN FOR THE WASHINGTON COUNTY ADMINISTRATION BUILDING:

Phase 1 – Programming Analysis:

_____ (\$ _____)
(Written) (Figure)

Phase 2 – Schematic Design:

(\$ _____)

(Written)

(Figure)

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