



100 West Washington Street, Room 320 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

PUR-1339
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS AND EXPERIENCE / TECHNICAL PROPOSALS (Q&E/T)
AND
PRICE PROPOSALS

ARCHITECTURAL, ENGINEERING, DESIGN SERVICES,
AND CONSTRUCTION ADMINISTRATION FOR THE
WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER PROJECT

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience / Technical Proposals (Q&E/T) and Price Proposal Submittals from qualified Consultant / Architectural firms to provide architectural, engineering, design services, and construction administration for the Washington County Public Safety Training Center Project located at 9238 Sharpsburg Pike in Washington County, Maryland.

The Washington County Coordinating Committee will be evaluating submissions to this request and will consider those firms deemed responsive, responsible and most qualified and experienced. The Committee reserves the right to interview some or all of the prospective firms to discuss Qualifications and Experience / Technical Proposals (Q&E/T) and Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria to be used by the Committee are available from either the Washington County website: www.washco-md.net by accessing "Bid Invitations / Purchasing" or from the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, telephone 240-313-2330. Inquiries regarding this request can be directed to Karen R. Luther, CPPO, Director of Purchasing, at the above address or telephone 240-313-2330, Fax 240-313-2331.

A Pre-Proposal Conference will be held at **10:00 A.M. (EST), on Friday, March 3, 2017**, in the Second Floor Conference Room No. 255 of the Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. While attendance at this meeting is not mandatory, it is strongly encouraged.

Interested firms shall submit one (1) original and six (6) copies of their Qualifications and Experience / Technical Proposal information enclosed in a sealed opaque envelope marked "**Q & E / Technical Proposal (PUR-1339) – Architectural Services for Washington County Public Safety Training**" and one (1) original and six (6) copies of their Price Proposals in a separately sealed opaque

envelope marked "**Price Proposal (PUR-1339) – Architectural Services for Washington County Public Safety Training**", to the Office of Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 320, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M. (EDST), Thursday, March 30, 2017**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Karen Luther, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County 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 an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Karen R. Luther, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND



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QUALIFICATIONS AND EXPERIENCE/ TECHNICAL PROPOSALS (QE&T)
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ARCHITECTURAL, ENGINEERING, DESIGN SERVICES, AND
CONSTRUCTION ADMINISTRATION FOR THE
WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER PROJECT

February 23, 2017

I. INTRODUCTION

Qualified Consultant / Architectural firms are hereby invited to submit a proposal to provide architectural, engineering, design services, and construction administration for the Washington County Public Safety Training Center Project located at 9238 Sharpsburg Pike in Washington County, Maryland.

Interested firms shall provide Qualifications, Experience and Technical (QE&T) submittals concurrently with Price Proposals in separately sealed envelopes. The County intends to open and review each firm's proposal to evaluate Qualifications, Experience and Technical capabilities first. If the QE&T proposal is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those QE&T's considered unsatisfactory (non-responsive and non-responsible), the envelope containing the related Price Proposal will be returned unopened to the respective firm.

II. PROJECT

A. The Washington County Commissioners have recently acquired 48.9 acres of land (9238 Sharpsburg Pike) for the construction of a consolidated public safety training center. The training center project is designed to be a multi-phase project that will over time provide a site with several facilities for use by fire and rescue, emergency medical services, and law enforcement throughout the county. The Washington County Division of Emergency Services has been working with other public safety agencies in the county (Sheriff's Office, Volunteer Fire Rescue Association, City of Hagerstown Fire and Police Departments) on a vision for the site. The location and general layout of the training center is shown on **Attachment A – Training Center Site Location.**

- B. As a multi-year fiscal project, the public safety training center building and parking lot will be constructed in the first phase of work and the remaining facilities in the other phases will be constructed over several years as budgeted in the Capital Improvement Plan (CIP) and as other funding sources become available. The future site development outline appears in **Attachment B - General Guidelines and Considerations.**
- C. Interested consultants shall develop a team of design professionals who are capable of offering all the services defined herein and required to successfully complete this project. The County will not accept; and will determine respondents who do not offer a comprehensive team as being non-responsive, non-responsible to this RFP. Thus yielding a rejected proposal.
- D. In addition to the above, the Scope of Work includes the design and preparation of construction documents, shop drawing and submittal review, and construction administration, as set forth under Section V.

III. DEFINITIONS

For the purpose of this Request for Proposals, the following terms shall be defined:

- A. American Institute of Architects (AIA): A professional organization that publishes standardized contract documents and specifications for use in building construction.
- B. Americans with Disabilities Act (ADA): Federal law/regulation relating to accessibility and protection of American's with disabilities.
- C. Authority having jurisdiction (AHJ): The organization, office, or individual responsible for approving individual materials, design, and installation of equipment.
- D. County: Washington County, Maryland or the duly designated representative for the Owner.
- E. Commissioners: The Board of County Commissioners for Washington County, Maryland, a body politic authorized under the laws of the state of Maryland.
- F. Consultant: Successful design professional deemed responsive and responsible, awarded the contract to complete the professional services outlined herein.
- G. Director: Director of Engineering and Construction Management for Washington County, Maryland, or designee.
- H. Division: Washington County, Maryland, Division of Engineering and Construction Management.
- I. Facility: The project/property and improvements located 9238 Sharpsburg Pike, Hagerstown, Maryland 21740.

- J. Owner: The Board of County Commissioners for Washington County, Maryland, a body politic authorized under the laws of the state of Maryland.
- K. RFP: Request for Proposals.

IV. SCOPE OF WORK

- A. Purpose: The purpose of this scope of work is to define the requirements and procedures associated with the coordination and development of construction documents and administration of the construction for the project described.
- B. Described herein are the detailed requirements for architectural and engineering services for the design of the Public Safety Training Center that will entail new construction resulting in a project which meets the space and other requirements documented, detailed elsewhere in this document. The scope of services applicable to this project includes, but is not limited to, all requirements herein as well as other reasonable requirements requested by the County in conjunction with this capital project.
- C. The work requested of the architectural and engineering (Consultant) firm(s) in executing this "Scope of Work" is to be performed by an architect, surveyor or professional engineer registered in the State of Maryland. The Consultant is to provide a design concept and documentation consistent with good engineering practices and in compliance with all applicable codes and standards. The Consultant is fully responsible for the design, selection and application of all materials, systems, components, processes and methods documented in the final contract documents. The Consultant shall use any and all standards developed and adopted by the County. The Consultant will ensure that the final product is adequate for, but not in excess of, what is required to perform the intended function. It should be clearly understood that Consultant design consultation extends through construction and initial building occupancy.
- D. The Consultant shall meet with, interview and discuss the project scope to finalize the building configuration and program. The Consultant, at a minimum shall meet with the County Administrator, Director of Engineering and Construction Management, Project Manager of Engineering and Construction Management, Director of Emergency Services, Washington County Sheriff, and the Director of Training and Quality Assurance for Emergency Services. The Consultant shall also meet and/or interview other members of the respective public safety agencies for which the training center is being constructed.
- E. The Consultant shall visit the Chester County Public Safety Training Campus in Coatesville, Pennsylvania with County representatives. This visit will assist the Consultant in preparing a master site / campus plan.
- F. The Consultant is to obtain necessary permits, licenses and approvals from all Local, State and Federal authorities as are necessary for the performance of the professional services required to complete the project.

- G. The project is to be designed in accordance with all Local, State, and Federal codes, as applicable, at the time of construction permit(s) issuance. The architect shall make application for all Federal, State and Local (City/County) approvals and permits required for the performance of this project, except for individual building trades. This permit application process shall include, but is not limited to, State and Local planning commissions, Corps of Engineers, Department of Natural Resources, site grading, site development, on-site and off-site utilities, roadway/entrance permits, and building permits.
- H. All architectural and engineering services must comply with sound architecture and engineering practices and in accordance with, but not limited to, the building, life safety, plumbing and electrical codes as well and the respective professional' s standard of practice in effect by the authority having jurisdiction.
- I. The Consultant shall examine the site conditions to become familiar with the project area and surroundings.
- J. The Consultant shall evaluate the existing site conditions, identify the existing utilities within the project limits and address the issues related thereto.
- K. The Consultant shall secure the services of a qualified geotechnical engineer to perform subsurface soil investigations at the site of the proposed facilities and related work. The Consultant shall submit for review and approval by the County a plan or plans showing the recommended locations of soil borings and a geotechnical report of the findings and recommendations.
- L. Throughout the duration of the project, the Consultant shall closely coordinate his/her efforts with the Director or appointed member of the County staff including the designated Project Manager. The County's Division of Engineering and Construction Management shall provide project management for the project and be the Consultant's point of contact and owner's representative.
- M. The Consultant shall prepare all design drawings in AutoCAD Release 2017 (or latest version) or compatible computer aided design software and incorporate the CAD standards issued by Washington County. The final record file shall include all drawings and details on a read/write CD, along with the specifications in Microsoft Word format (2010).
- N. Building; aesthetics, exterior and interior design:
 - 1. The building exterior and interior design shall be prepared to accentuate a positive image for healthy living, activities, and be an aesthetically pleasing environment. The Consultant shall work closely with County staff to establish a building concept that meets the needs of the project within the budget. The exterior of the building will "fit" in the neighborhood with regards to surrounding architecture and site configuration.

2. The Consultant shall prepare preliminary cost estimates to evaluate three options for the building concept: one-story building, two-story building, and one-story building that will accommodate a second floor in the future.
3. The building exterior shall be consistent with zoning laws and policies.

O. Project Management:

1. The successful Consultant shall manage the project in a manner that satisfies the special interests of the County within budget and consistent with the defined schedule.
2. Routine coordination of the day-to-day activities associated with the technical design, submittals and reviews included in this "Scope of Work" are to occur through the County Project Manager(s) assigned to the project. Administrative items such as deviations from the project scope, budget, schedules, or other contract related parameters are to be coordinated through the County Project Manager under overall direction by the Director of Engineering and Construction Management. All requests or notifications of changes in contract related parameters are to be documented in writing to the County Project Manager, stating the reason(s) for and impact of the proposed changes. All increases in the Consultant's scope of work involving changes in fees require the approval of the County Project Manager prior to starting the work.
 - a. The Consultant shall attend and participate in meetings to discuss the functional requirements and desires of the County, Director of Training, and the respective public safety agency members. The Consultant will be expected to respond as needed with sketches, perspectives, questionnaires, calculations, and other technical assistance that may help those planning the project. The Consultant shall schedule various meetings to discuss the project scope and design. It is imperative that the County is permitted the opportunity to participate in the building aesthetics, functionality and configuration. The Planning phase of the project may require the development of several conceptual plans to satisfy the County's representatives.
 - b. The Consultant shall coordinate the project with all public and private company utilities planned to serve the project, prior to and during construction. The project may include engineering, design services and coordination to bury existing overhead electric and communications utilities. The Consultant shall coordinate with the respective utility companies regarding this portion of the project.
 - c. Throughout the design phase of the project (prior to construction bidding), the Consultant shall provide monthly updates to the County on the project's current status, past accomplishments and planned activities and milestones anticipated to be reached during the next month.

- d. The Consultant shall attend and represent the County at meetings with regulatory agencies and community interest groups.
- e. The Consultant is responsible to the County Project Manager for submitting documentation in the form of letters, memorandum, and summary reports of all meetings and conferences relating to the referenced project, within five (5) days including, but not limited to the following:
 - 1) Coordination with County and respective public safety agency staff.
 - 2) Federal, State and Municipal agencies. This includes building officials, Fire Marshals, State Historic Preservation Officers, Maryland Historical Trust agents, Public Utilities, etc.
 - 3) Meeting with County and respective public safety agency staff to review project plans, specifications, and facility functionality.
 - 4) Meeting with utility companies.
 - 5) Review of the project by local boards and committees.
 - 6) Review of the project by the County.
 - 7) Minutes of pre-bid conferences.
 - 8) During the design and bidding phases, the Consultant is to submit a monthly project status report, summarizing the status of the work and problems affecting each architectural/engineering discipline and status of all permits and approvals required to implement this project.
 - 9) Progress meeting minutes.
- f. The Consultant shall assign and designate an individual as the Point of Contact for all coordination and activities associated with the project.
 - 1) All designs, reports, drawings, survey data, hydraulic data, etc. developed or obtained by the Consultant as a result of this contract shall become the property of the County upon completion of each assignment or termination of this contract.
 - 2) This includes soft copies of computations; computer aided drafting files, geographic information system files, etc.
 - 3) Upon request by the County, the files shall be provided by the Consultant without charge, within thirty (30) calendar days.

3. The Consultant shall maintain, at his own expense, all permits and licenses necessary to perform this work in compliance with Federal, State, and Local laws. The County will be responsible for the entire project and permit fees to plan review agencies.
- P. The Consultant shall perform an analysis of the proposed site inclusive of, but not limited to, consideration of the following:
1. Vehicular ingress and egress (including semi-tractor-trailer vehicles).
 2. Passenger car parking and vehicle movement within the confines of the site. Every effort should be made to minimize the creation of any additional impervious surfaces that affect storm drainage and storm water management systems.
 3. Service deliveries, by semi-truck and trailer (WB-50) units without blocking a public street and delivery of commodities on pallets of standard size and weight.
 4. Passenger drop-offs and service to the facility via transit (public and private transit).
 5. Pedestrian traffic flow (including access from the public street to the main entrance).
 6. Site master planning for integration into the community/neighborhood. The site planning and construction shall integrate pedestrian access to the facility.
 7. Site grading and surface water drainage.
 8. Protection and or enhancements to the storm water management facility on-site.
 9. Vegetative buffering and landscaping. Particular attention shall be applied to the surrounding areas of the site with regards to screening and buffering. A landscape architect shall be employed to coordinate the design of screenings and general landscaping.
 10. Perimeter and intersecting vehicular traffic and pedestrian access to the public street system.
 11. Site and building exterior lighting. The exterior lighting shall be sufficient to provide a safe and secure environment, provided it does not interfere with the surrounding residential properties.
 12. Solar panels.
 13. Any hazards or hazardous materials identified in the environmental assessments.
 14. Land use and zoning requirements.
 15. Public safety access and police protection.

16. Boundary and topographic surveys.

- Q. The Consultant shall obtain permission from the property owners involved for access to any public or private property for the purpose of the operations under this contract. The Consultant shall not enter upon or occupy property for any purpose until permission has been granted. The Consultant shall protect and preserve all public and private property, including trees, bushes, turf, monuments, highway signs, fences, etc., on and adjacent to the site of the work, and shall use every precaution necessary to prevent damage thereto. He shall also be responsible for injury or damage to public or private property resulting directly or indirectly from the execution or non-execution of the work.
- R. Unless otherwise stated in the scope of work, all drawings shall be completed in AutoCAD Release 2017 format (or latest version) or compatible computer aided design software with the County's CAD styling template. The County is on a subscription service to regularly upgrade the AutoCAD software. This is a multi-year contract and as such, the potential exists that Autodesk will upgrade the AutoCAD software within the duration of this contract. The County reserves the right to require the Consultant to upgrade the software version that plans will be prepared and submitted upon. The Consultant shall have sixty (60) calendar days to comply with this requirement after the County gives written notification. The date of notification shall be the date stamped on any letter or electronic transmission to the Consultant from the County. Compact disk(s) shall be used for file transfer. The County may entertain the use of file transfer protocols using a Consultant's server, with certain file size limitations. Written reports, special provisions, etc. shall be provided in Microsoft Word 2010. Converted files are not acceptable. Upon request, the Consultant shall submit all soft (electronic) files in the original software application format to the County for use and archiving. Documents in .pdf format alone are not acceptable.
- S. The County has developed CAD standards. The sheet numbering and identification will generally follow the American Institute of Architects sheet numbering and identification Standards with modifications unique to Washington County's policies and procedures.
- T. All review plans shall be submitted in ink on 24" X 36" sheets. Final record drawings shall be on Mylar. The Consultant shall be responsible for all equipment and material necessary to produce plans. Sheet layout and plan organization shall follow County convention and the typical numbering system for architecture projects. Sample plans in digital format will be provided upon request following award of the contract. All bench marks and survey control points shall be clearly shown on the plans. Specific plan requirements may be determined on an individual basis. The Consultant shall provide the final drawings and specifications in electronic format. The County intends to provide the perspective construction contract bidders with electronic copies of the plans and specifications. The Consultant shall include all costs associated with preparing the electronic files for bidding as part of the scope of work defined herein.
- U. The Consultant shall incorporate all requirements and conditions of the applicable zoning ordinance and land use related ordinances in effect within the County.

V. Civil Engineering/Site Work:

1. The Consultant shall compare and contrast the proposed construction schedule against the respective elements of work anticipated during the seasonal variation in temperatures and climatic conditions. If excavation, backfill and/or compaction activities are anticipated during cold weather conditions, the Consultant shall recommend specific requirements to assure quality during these conditions.
2. The Consultant will be responsible for all utility location research and coordination. The Consultant shall, at a minimum, contact MISS UTILITY 1-800-257-7777 before starting any fieldwork under this contract.
3. Parking:

The parking areas shall be configured to meet the requirements of the Washington County Zoning Ordinance for number, width, length, aisle width, etc. The project shall also include accommodations for handicap accessible spaces and the parking of engines and ladder trucks and oversized emergency vehicles and equipment.
4. The exterior of the building shall be adequately lit with a combination of wall mounted and free standing lighting poles in the parking area and walkways surrounding the building.
 - a. Special consideration shall be given to minimize lighting pollution, glares and emission of light onto adjoining properties and roadways as to minimize complaints and negative impacts.
 - b. The Consultant shall prepare photometric and photovoltaic lighting plans and analyses utilizing design software that depicts the lighting levels for the exterior of the building and site. The Consultant shall provide life cycle costs, pay back analyses, cost estimates, and comparison studies to assist the County in selecting the lighting system. The plan will identify the lighting levels on the site, at the property line, and at adjacent developed buildings to be expected from the proposed design. The Consultant shall prepare a design that is sensitive to the surrounding environment yet provide adequate lighting to meet codes, ordinances and assist with creating a safe environment.
5. Storm water management and surface water drainage: The Consultant shall design the site in a manner that meets or exceeds the storm water management ordinance of Washington County. Surface water runoff from impervious areas shall be collected, conveyed, stored and possibly treated to the maximum extent possible prior to discharge from the site.
6. Land surveying: The Consultant shall be providing land surveying services necessary to support the project. All land surveying services shall be provided in accordance with the minimum standards of practice for Professional Land Surveying as promulgated by the State of Maryland.

- a. The Consultant shall prepare a boundary survey of the properties intended for development as part of this project and those surrounding the project necessary to determine the property boundaries. All property comers shall be verified as existing monuments or the Consultant shall set property comer monuments at each property comer where none exists.
 - b. Utility and Road right of way surveys: Public utilities exist on the project site.
 - c. The Consultant shall prepare a topographical survey of the project area and the public infrastructure in the vicinity of the project as deemed necessary by the County to complete the project design. The Consultant shall locate public streets, overhead and underground utilities, storm drain systems, parking areas, traffic control systems, buildings and other improvements, fence lines, trees, retaining walls, curbs, sidewalks, etc.
 - d. All above ground and underground utilities within one hundred feet of the project shall be located and shown on the site plan. Elevations of streets, curbs, paving, driveways, adjoining property in the vicinity of the project shall be shown as necessary to facilitate the design. Additional surveys or investigations may be necessary, if deemed by the AHJ, for the receiving drainage system to ensure adequacy and capacity.
 - e. All survey work shall be completed in accordance with the Minimum Standards of Practice for Professional Land Surveying as established by the Maryland Board of Professional Land Surveyors. The Consultant shall place all required survey work for assignments in the survey field book(s) provided upon request following award of the contract. The book(s) shall be returned to and become the property of the County upon completion of the assignment. Specific survey requirements for each assignment will be determined as part of the scope of work. All benchmarks for vertical control shall be placed as near as possible to, but beyond, the limits of construction. Enough vertical bench marks shall be placed so that at least one benchmark is visible from anywhere within the project limits at all times. When so defined in the scope of work, all surveys shall be tied into Maryland Grid, North American Data (NAD) 83 and North American Vertical Datum (NAVD) 88. The County may authorize the use of a random datum; however, unless specified otherwise, the Consultant shall assume all work must be prepared in accordance with NAD 83 and NAVD 88.
7. The Consultant shall prepare a development site plan in accordance with the ordinances and policies of Washington County. The site plan shall be submitted for review and comment to various agencies of Washington County. The Consultant shall complete all necessary revisions to address comments and obtain all applicable approvals. The Consultant shall attend meetings required to obtain approval of the site plan.

- W. Code Compliance:
1. Consultant shall prepare the design in accordance and in compliance with the building, plumbing, electrical, energy, mechanical, fire and life safety codes (and others not specifically mentioned) in effect in Washington County, Maryland.
 2. The Consultant shall be responsible to contact the Washington County, MD and assure the edition of the respective code that is intended to be in effect at the time of advertising the project for construction, and shall prepare the design in compliance with that edition of the respective code.
- X. Entrances and Building Accessibility: The project building and site shall be in full compliance with the most recent edition of Maryland Accessibility Requirements and the Code of Federal Regulations, Americans with Disabilities Act Standards for Accessible Design.
- Y. Interior Design, Furniture and Fixtures: The Consultant shall prepare a design, plans and specifications for project furniture and fixtures as required utilizing the full functionality of the building and meeting the intended design.
1. The County will procure the movable furniture and fixtures under a separate contract. The Consultant shall provide technical, administrative and bidding support to procure these furnishings and fixtures.
 2. The Consultant shall coordinate with the successful contractor and provide the County with a color board demonstrating the color of interior building components and furnishings.
- Z. Structural Engineering: The structural design for this project shall be completed under the supervision and certified by a registered professional engineer, licensed to practice engineering in the state of Maryland.
- AA. Sustainable Green Construction and Leadership in Energy and Environmental Design (LEED): The County does not intend to obtain LEED certification for this facility. However, it is desirable to incorporate high performance energy efficient design characteristics into the project. The Consultant shall coordinate with the County to recommend certain energy efficient processes, systems and components to reduce operating costs and capture energy efficiencies.
- BB. Alternative energy systems: The County would like to incorporate alternative energy systems into the project. Systems such as solar power, possibly wind energy and other systems as recommended by the Consultant are all considerations. The Consultant shall prepare a design and include these systems in their contract plans and specifications as alternative pricing systems. The Consultant shall include man-hours to obtain approval for such systems from the AHJ, including zoning and appeals hearings for wind energy towers.

- CC. Life Safety and Fire Protection: Life safety and fire protection features shall be incorporated into the design and shown on separate plan sheets. The design shall maximize public safety while considering the property (contents) contained within the facility to minimize damage yet protect the occupants. The plans shall indicate the fire resistive rating of the building components and systems, sprinkler coverage, special extinguishing agents, special door hardware, alarm notification systems, etc.
1. Fire alarm systems shall meet or exceed the requirements of the AHJ and the applicable codes. The fire alarm systems shall function as an integrated system within the building and connection to the Washington County Division of Emergency Services - 911 Center where alarm signals will be transmitted to response. The Consultant shall coordinate the signaling system requirements with the County as appropriate. Interior signaling systems shall include audible and visual systems.
 2. A security system shall be integrated into the building facility with similar notification systems as defined in the fire alarm section.
 - a. Security systems may include motion sensors, visual closed circuit televisions and video streaming via Internet systems. Controls and sensors shall monitor the perimeter and interior of the building.
 - b. A "key fob" security system shall be included to secure the building exterior and interior. The keyed system shall be computer controlled to allow and deny access through specific doorways.
 3. As required, full building coverage shall be provided by a water-based fire sprinkler system in accordance with the most current code and standard to the satisfaction of the AHJ.
 4. The Consultant shall include in the design a closed circuit security camera system with camera locations and a number of cameras to be agreed upon by the County.
 - a. It is envisioned that a minimum of 20 cameras will be necessary to cover the areas intended. Security camera locations will include entrances, information desk areas, computer work areas, main hallways, administrative office access points, the entire exterior perimeter and parking areas.
 - b. The closed circuit security system shall record each camera position for a minimum of sixty (60) calendar days.
 - c. The consultant shall investigate remote capabilities from the Sheriff's office and provide cost estimates for the work.
- DD. Electrical Power and Distribution: All electrical service and distribution systems shall be designed and constructed in accordance with the applicable codes and standards set forth by the AHJ.

1. The County desires to have all new main and power distribution systems installed as part of the project.
2. The Consultant shall coordinate the project with the utility company for electrical service. All service entrance cables and conduits are intended to be located underground. The Consultant shall coordinate with the utility department and Washington County to establish the fault current capacity of equipment to be placed within the building during the design phase and adjust the equipment design specifications accordingly.
3. Major electrical load centers and distribution equipment shall be easily accessible to maintenance personnel from the exterior of the facility. The structure and passageways shall be designed to facilitate future equipment exchanges and replacements.
4. Stand-by Emergency Generation: The Consultant shall include in the project a stand-by emergency generator and uninterrupted power supply for critical loads. The critical loads shall be established in consultation with the County. Generally, emergency lighting, computer systems, limited heating, ventilation and air conditioning equipment to support the computer server rooms and critical equipment. The stand-by emergency generator shall be located external to the building and be adequately screened from public view, while providing reasonable access for maintenance. The location shall be evaluated for consideration of hoisting to maintain or replace the equipment in the future.
5. Lightning protection: A lightning protection system shall be designed and constructed as part of the project. The system shall include an integrated arrangement of air terminals, bonding connections, arrestors, splicers, and other fittings as necessary to protect the electrical and computer equipment.
6. Lighting design considerations: The lighting design has both quantitative and quality objectives, such as whether there is adequate light or whether it is appropriate in character. The lighting design shall engage the intended characteristics of the building and the intended functionality by section or compartment of the building. Technical considerations for lighting shall include, but may not be limited to:
 - a. Foot-candle luminance level.
 - b. Lighting efficiency.
 - c. Color rendering index and color stability.
 - d. Human factors and tasks on-going by building area.
 - e. Energy economics.

- f. Beam patterns.
 - g. Daylight integration.
 - h. Controls and accessibility to controls by the public.
 - i. Heat emissions.
 - j. Lamp degradation.
- EE. Mechanical Systems: The County desires to have all new high-efficiency heating, ventilation and air conditioning systems installed as part of the project. A report on the cost-benefit analysis of a minimum of three heating systems shall be provided to the County for consideration. Upon receiving and reviewing the cost-benefit analysis report, the County will select a heating/cooling system, based upon discussion with the Consultant.
- FF. Project planning and design shall identify the salient features of construction, and will consist of drawings, specifications and narrative descriptions to the extent necessary to indicate the types of systems (plumbing, heating, cooling, fire protection, etc.) and the quality of materials to be incorporated. Energy conservation analysis as applicable shall be completed to establish the most cost effective system for installation. Special emphasis to sustainable green construction techniques shall be applied to this element of work. The Consultant shall provide a detailed (including engineering calculations) report on the life cycle cost benefit analysis of the heating, cooling systems under consideration.
- GG. Computer Cabling and Information Technologies:
1. Computer cabling: The Consultant shall prepare the design and construction documents incorporating these standards and specifications. Each office area shall be cabled for telephone and computer connectivity at a minimum of two (2) locations. The locations shall be selected after consultation with the County.
 2. Computer servers and computer server equipment rooms: The Consultant shall make accommodations for a separate, climate controlled computer server room for the entire building. The computer equipment shall be protected by an uninterrupted power supply adequately sized for current capacity and future needs as defined by the Washington County Information Technology Division. The IT equipment shall be protected in a locked room accessible only by appropriate staff.
 3. Internet connectivity for government and educational use: Computer cabling and internet service in this building is intended to be utilized by various governmental and educational activities. The Consultant shall coordinate with the Division of Engineering and Construction Management and the Division of Information Technology to develop a strategy to provide connection to the County's fiber network or receive comparable internet service from a private third-party provider. This may require coordination of work off-site.

4. Telecommunications and telephone systems:
 - a. The Consultant shall coordinate the design of a new telephone system. The County will provide detailed information regarding the system, type, system components and fiber routes.
 - b. Additional analog lines may be necessary for the operation (IE. fax lines, alarm systems, etc.)
5. Public address systems: The Consultant shall include in the design a public address system capable of alerting the building occupants of special messages from the staff.
6. Cable television and connectivity to cable television service: Cable television service shall be provided to the building and coordinated with the County staff.

HH. Contract Documents and Specifications:

1. Construction plans shall be dimensioned and drawn upon suitable material.
 - a. Completed construction plans shall include, but may not be limited to, cover sheet, building code analysis, site/civil, landscaping, architectural, mechanical, electrical, fire protection, plumbing, structural and specialty drawings as necessary to depict the intended construction. The plans shall be prepared in accordance with applicable laws, standards of practice and sound professional principals established for the industry.
 - b. Floor plans, dimensions and functional arrangement of all areas; including corridors, exits, stairs and utility spaces properly related to exterior access, roads, parking and service areas, etc.
 - c. Individual treatment shall be given to items involving special design and/or deviations from accepted standards and of complex design. Gross floor areas shall be shown for each floor and for the entire building and roof.
 - d. Built-in, installed and specialized portable equipment shall be indicated to scale. Pertinent information regarding fire prevention and safety requirements shall be shown.
 - e. The plans shall include a sheet summarizing the code analysis and issues for easy understanding of code officials and reviewers.
 - f. Sections of the building shall be shown to describe the building material components and structure details of construction. The sections shall indicate the interaction between building components such as the exterior coverings, structural system, wall coverings, floor connections, suspended ceilings, ducts, roof framing and foundations, etc.

- g. Drawing conventions shall be provided for all drawing, lettering, dimensioning and cross-referencing, and must be economical and assure legibility. Lettering styles and sizes should be standardized within a set of drawings. Symbols, abbreviations, and scales shall be those of generally accepted professional practice and shall be defined on the plans.
 - h. For heating, air conditioning, mechanical ventilation and plumbing, and special mechanical features such as elevators, hoists, kitchen equipment, etc., indicate the location, capacity and space requirements of all major items of mechanical equipment. Single line indication and riser diagrams of ducts, pipes and equipment and their approximate location shall also be shown. Indication shall be made as to whether piping and ductwork is exposed or concealed. Functional areas where pipes are exposed shall be delineated. Approximate operating range or capacity for heating, ventilation, air conditioning and refrigeration equipment shall be clearly stated.
 - i. For electrical systems, indicate typical lighting arrangements, types of fixtures proposed, general light intensities, special electrical requirements of the using services, including communications and electronic facilities where applicable, light and power service entrance and distribution arrangement. Conduits, including those to be wired by others, shall be shown together with indication as to whether conduits are exposed. Functional areas having exposed conduits shall be delineated. Riser diagrams, showing service equipment, feeders, and panels, other than branch circuits shall be shown. Cable sizes, current demand factors and the switch and panel board descriptions are required.
 - j. Preliminary door and frame schedules, window schedules, partition schedules and finishes schedules as well as typical millwork and casework details are required in the design development phase.
2. Specifications shall be prepared defining the general description of work to be performed, submittals necessary for approval, summary of product information, execution of the work, installation, coordination necessary, quality assurance criteria, warranty requirements, dimensional characteristics, materials and construction techniques.

V. PROJECT DEVELOPMENT

- A. Throughout the development of this project it will be necessary for the Consultant to seek input and feedback from the State, and the County. To facilitate this interaction of information, the Consultant shall make periodic submittals to the County for review and comment. The County will indicate in writing the acceptance of each respective phase when they believe the intent of the RFP has been obtained. This acceptance does not relieve the Consultant from any incomplete tasks or assignments necessary under the scope of work (actual or implied). Generally, the project development will evolve in phases as follows:

1. Phase 1 - Program development and Planning Phase:
 - a. Conduct interviews and collect data concerning the project site, desired qualities of the proposed project from the County and respective public safety agencies officials.
 - b. Establish square footage allocations to functional uses.
 - c. The Consultant shall review and incorporate all the desirable considerations outlined in Attachment B.
 - d. The Consultant shall meet with the committee of representatives from the public safety agencies and the County staff to prepare a conceptual design.
 - e. The Consultant shall evaluate the zoning restrictions on the property and coordinate it into the design.
 - f. The Consultant shall prepare conceptual site configurations for review by the County. The concepts will delineate arrangements, flow of traffic (pedestrian, vehicular and delivery) through, into and departing the site.
2. Phase 2 - Schematic design and plan development, 15% submittal:
 - a. Submit six (6) sets of plans and supporting documentation. Supporting documentation shall include copies of meeting minutes with the County, public safety agency staff, regulatory agencies, etc.
 - b. Include system concepts and life cycle cost analysis for major building systems (structural, mechanical, electrical, etc.).
 - c. Submit a construction cost estimate/opinion including a minimum of ten (10) percent additional for contingencies (or as recommended by the Consultant).
3. Phase 3 - Design development, 30% submittal:
 - a. Submit six (6) sets of including floor plans, elevations, building section(s), finish schedules, single line diagrams for mechanical and electrical systems (showing sizes and locations), plumbing, computer systems and servers, specification outline and supporting documentation.
 - b. Perform energy conservation analysis and submit with recommendations.
 - c. Submit three (3) copies of specifications that describe the type and quality of construction and materials and equipment to be installed. A complete summary of all calculations, design criteria, code analysis applicable to the project shall be included with this submittal. Submit one (1) copy of the calculations in a bound booklet.

- d. Submit an updated construction cost estimate/opinion including a minimum of ten (10) percent additional for contingencies (or as recommended by the Consultant).
 - e. Drawings shall be prepared to contract scale and shall be at sufficient state of completion to clearly illustrate the proposed design and form the basis for a more accurate construction cost opinion. Preliminary Designs for Utilities, Site Improvements and Similar construction. Preliminary Designs shall be drawings showing the layouts and preliminary design of all facilities and appurtenances and the location of all facilities served. General layouts for this type of construction shall be shown on site plans. Detail preliminary designs shall be prepared, as separate drawings if necessary, showing the following:
 - 1) All required controlling dimensions, clearly indicated.
 - 2) Layouts sufficiently detailed to show the system and design proposed. Details shall include necessary plans, elevations and sections of special features. Capacities or sizes, subject to later revision, of major features and items of equipment shall be indicated. Types of materials shall be indicated.
 - 3) Grading and typical sections of all project areas.
 - 4) Profiles of pipelines.
 - 5) Drainage features.
4. Phase 4 -Construction documents development, 50% submittal:
- a. Submit six (6) sets of working drawings, draft specifications using the construction specification institute format. The plans and specifications shall address all aspects of construction, materials, and methods, including architectural design, structural systems, mechanical and electrical systems, civil/site work, and other related elements of work. The plans shall be separated into the respective disciplines (i.e. civil, architectural, structural, plumbing, fire protection, electrical, etc.).
 - b. The Consultant shall select all materials and equipment and shall prepare all specifications related to this project. Specifications shall thoroughly address testing, performance guarantees and related damages for non-performance, shop drawing review, operations and maintenance (O&M) submission, and content of O&M manuals.
 - c. Submit three (3) copies of the specifications. The specifications shall be expanded to include all elements of work not previously included, such as

site work, structural connections, project coordination, bidding processes and instructions, proposal form, special provisions and technical specifications for materials and construction.

- d. Coordination with utilities and review agencies shall be initiated at this phase including participation from the County, Building Official, Public utilities, and Fire Marshal's Office.
 - e. Submit an updated construction cost estimate/opinion including a minimum of ten (10) percent additional for contingencies (or as recommended by the Consultant).
5. Phase 5 - Construction documents development, 90% submittal:
- a. Submit six (6) sets of completed drawings, specifications using the construction specification institute format.
 - b. Submit three (3) copies of the specifications. The specifications shall include the general conditions, special conditions, and technical provisions.
 - c. Obtain approval of the construction documents from the appropriate local and state agency authority having jurisdiction. Prepare all forms, computations, estimates requested by the AHJ. Submit to the Building Official for the project building permit, sediment & erosion control plan and other regulatory approvals necessary for the project. Obtain the regulatory approvals and signature approvals from the Director.
 - d. This phase shall not be deemed completed until all agency approvals have been obtained, including but not limited to the County, Division Building Official, State Fire Marshal, Engineer, Utilities, Trustees, COA Executive Director, and Director. These plans shall have been thoroughly checked and reviewed for quality by the Consultant prior to submission to the County and the AHJ. Washington County shall pay all applicable regulatory permit fees to the respective AHJ. The Consultant shall include a minimum of three (3) sets of plans and specifications for the building official's review and issuance of the building permit. The Consultant shall include with the submittal all structural and energy calculations using appropriate forms and formats. A set of all calculations bearing the design professional's signature and seal shall be submitted to the Owner's representative at this time.
 - e. Submit a detailed final construction cost estimate and design analysis including a minimum of ten (10) percent additional for contingencies (or as recommended by the Consultant).

6. Phase 6 - Advertisement and bidding, 100% submittal:
 - a. Submit five (5) sets of complete construction documents suitable for bidding, bearing the architects and/or engineer's signature and professional seal, as appropriate on the cover sheet of the specifications and every plan sheet of the plan set.
 - b. Three (3) sets shall be to scale on 24" x 36" sized sheet, two (2) sets shall be reduced to fit on 11" x 17" sized paper (not to scale).
 - c. Obtain approval of the construction documents from the appropriate local and state agencies. Prepare all forms, computations, estimates, design details, plans, specifications and permit applications required to obtain all approving signatures or permits. While the Consultant will be responsible for all building permits, Washington County will pay for all applicable fees.
 - d. The building permit application process requires submission of three (3) sets of 100% complete contract documents with original seal and signature on the cover sheet of the specifications and on each sheet of the plans. The submittal will not be considered complete without one complete set of structural calculations and all energy calculations using the appropriate forms. A single set of plans, specifications, and calculations bearing original seals and signatures shall also be provided to the Owner's representative at this time.
 - e. The Consultant shall prepare and submit conformed set of drawings and specifications including incorporating the addendums, permits, etc.; and provide one (1) mylar set of drawings, six (6) full size and six (6) half size sets of the conformed drawings and specifications, and two (2) compact discs with all conformed plan sheets and specifications included as .pdf files. The disc shall include a file with all plan sheets included on a single file and in a separate sub-directory, each plan sheet as a separate file.
 - f. The Consultant's Project Manager shall attend the pre-bid meeting and provide written responses of all inquiries from potential bidding contractors, within five (5) calendar days following the pre-bid meeting. Upon review of the Consultant's responses to the inquiries, the County's Project Manager will forward the information to the County Purchasing Director for distribution. The Consultant shall promptly prepare and submit one or more addenda documents necessary to clarify the documents. The Consultant shall make revisions to the drawings and specifications consistent with the changes made during this phase.
 - g. The Consultant shall review and analyze the competitive construction bids received for the project and provide written recommendations for award or rejection of bids as deemed appropriate to the County within seven (7)

calendar days following receipt of the bids by the County. The recommendations shall also address the low bidder's capability to perform the work including demonstrated prior experience on projects of similar size and complexity.

- h. The County shall place the public advertisement for solicitation of competitive construction bids with the appropriate media venues.

7. Phase 7 - Construction administration: The Consultant's Responsibilities during the Construction Phase of the Project are as follows:

- a. Attend and document the proceedings of a preconstruction meeting and answer questions relating to the design and construction of the project.
- b. Review and approve all shop drawing submittals in accordance with the submittal schedule created by the Contractor with input from the County in order to maintain the project schedule.
- c. Attend bi-weekly (once every two weeks) construction progress meetings at the construction site, analyze contractor progress schedule, and submit an assessment of the contractor(s) job progress as needed. Design consultants are required to attend on an "as-needed" basis. Progress meetings may be held on a weekly basis as required depending on construction activities.
- d. Review all change order proposals. Process change orders within five (5) calendar days of receiving the change order in the office. All change orders and pay requests should be date stamped upon receipt.
- e. Represent the owner on technical issues relating to the project.
- f. Inspect the construction contractor's work as required to determine its consistency with the contract documents and quality consistent with industry standards.
- g. Develop and review with the owner, a planned scheme of colors and other aesthetic materials and finishes proposed for the project. Provide owner with complete presentation schemes and an organized catalog of finishes by rooms.
- h. Review construction contractor's pay requests with the County's Project Manager and recommend approval within five (5) calendar days of receipt in the architect's office. All change order requests and pay application requests should be date stamped upon receipt in the architect's office.

- i. Review with the County's Project Manager and the contractors all requests for reductions in the budgeted retainage amount.
 - j. Provide advice and direction to the County and the construction contractor on technical matters relating to the project's design requirements. Review and develop a response to all requests for information (RFI) posed by the Contractor or the County relating to the project and issue an architect's supplemental instruction (ASI) as appropriate.
 - k. Develop and coordinate the resolution of construction punch list items with the owner and the contractor. Communicate to the contractor the consequences of not completing reasonable punch list items in a timely manner.
 - l. Review and coordinate maintenance manuals, provided by the Contractor, for all major equipment requiring regular or periodic maintenance.
 - m. Provide for the owner simple mechanical and electrical systems diagrams for mounting on the wall of the mechanical rooms for use by custodial and maintenance staff.
 - n. Review and analyze the contractor's critical path construction schedule and advise the County accordingly regarding the construction progress and anticipated completion.
 - o. Other services: All other services not mentioned here referenced or required under American Institute of Architects (AIA) Document, Instructions to Bidders, A701-1997 (or latest edition), AIA Document, General Conditions of the Contract for Construction, A201-1997 (or latest edition).
 - p. Assist the County staff in obtaining the necessary use and occupancy permits from the AHJ.
8. Phase 8- Post construction phase: Post construction is defined as the period of time in the project after the County accepts substantial completion by the contractor as defined in the contract documents. All tasks included in the post construction phase shall be completed within six (6) months. The Consultant is responsible for completing the following:
- a. Prepare a full set of record drawings documenting "as-built" conditions, for delivery to the owner within ninety (90) calendar days of completion of construction. As-built plans shall include all bid addenda items as well as construction changes. The term "As-Built" shall be stamped on each original drawing. The cover sheet shall contain an "As-Built" certification with signature and seal of responsible individual. Provide plans on a digital compact disc or the technologically appropriate medium for storing and

transferring digital design data at the time of this project. The As-built drawings shall be provided in AutoCAD 2017 (or latest version) or compatible computer aided design software format and in hard copy.

- b. When it is required that any sheet in the project drawings for a specific project be redrawn and/or new sheets added, such as in the preparation of as-built drawings, contract modifications, etc., the redrawn or new sheets shall be consecutively numbered to follow the last sheet of the discipline group. The basic sheet that is replaced or supplemented by a supplemental sheet shall be retained in its original position with a note in the revision block indicating the sheet number where the changed conditions are shown. All construction details and sketches created by the Consultant are to be incorporated into the "As-Built" drawings.
- c. Developing system flow diagrams of major mechanical and electrical systems and equipment.
- d. Attend and prepare minutes of a post-occupancy review meeting to be held at the project site.
- e. Develop and/or review and approve a punch list of incomplete elements of work necessary to complete the project and satisfy the requirements of the contract.
- f. Coordinate the project closeout of all documentation, payments, contract disputes, clarifications, etc. as necessary to complete the overall project and end the relationship between the parties of the project.
- g. Assemble, compile and proofread all mechanical, electrical and system operation and maintenance manuals before submission to the County.

VI. USE OF EXISTING DOCUMENTS

The County will cooperate to the fullest extent in making available to the Consultant for their use any plans and specification or reports pertaining to this assignment currently in the County's possession. The County makes no warranty as to the accuracy of these documents, nor will the County accept any responsibility for errors or omissions that may arise as a result of the Consultant relying upon them. Accordingly, the Consultant is encouraged to field verify all such information to the extent they determine necessary in order to satisfy themselves of its accuracy.

VII. PROJECT SUBMITTALS AND SCHEDULES

The preliminary schedule for this project is as follows :	
Release Request for Proposals -Architectural & Engineering Services	February 23, 2017
Receive Proposals -Architectural & Engineering Services	March 30, 2017
Proposal Review and Interviews -Architectural & Engineering Services	April 2017
Award Architectural & Engineering Services Contract	May 2017
Complete Construction Contract Documents (AHJ Approved)	January 2018
Advertise for Competitive Construction Bids	January 2018
Start Construction	March 2018
End Construction	September 2019
Post construction activities	October 2019
Maximum duration of each project related phase:	
<u>Phase and Description</u>	<u>Number of Calendar Days to Complete</u>
Phase 1 - Programming and planning	30
Phase 2 - Schematic Design and plan development	15
Phase 3 - Design development, 30%	30
Phase 4 - Construction documents development, 50% Agency Review	45
Phase 5 - Construction documents development, 90% Agency Review	60
Phase 6 -Construction documents, 100% Agency Review	60
Phase 7 - Construction administration	540
Phase 8 - Post Construction	30

The schedule assumes thirty (30) calendar days of agency review time at each major milestone submission. To receive a schedule extension due to a review time greater than thirty (30) calendar days, the consultant shall request such an extension, with proper documentation, no later than the next submittal. Any additional time taken by state agency review beyond the anticipated thirty (30) calendar days will be afforded to the Consultant as a non-compensatory extension and extend the completion date of this work accordingly. Consultant shall respond to written comments in writing and return marked plans with written response to County within fifteen (15) calendar days of receipt.

VIII. LIQUIDATED DAMAGES

Liquidated damages of One Hundred Dollars (\$100.00) per calendar day shall be assessed against the Consultant for failure to meet the schedule established or within the contract completion date per the latest executed change order (or agreed upon date). It is imperative that the Division of Engineering and Construction Management be contacted immediately should

circumstances beyond the Consultant's control adversely affect their ability to meet the established schedule. All schedule modifications will require written approval from the County.

IX. COMPENSATION

- A. The Consultant will be compensated for his/her services on a contract lump sum fee basis. These lump sum fees may not be exceeded without the written consent of the Director. The lump sum fees shall be broken down in the proposal as follows:
 - 1. A lump sum fee for each of the eight (8) phases of the project with a lump sum total for the entire project. The Consultant will be compensated for their services on a monthly basis for each phase of the project as completed. However, no compensation will be paid in excess of the lump sum total for any phase until that phase has been satisfactorily completed.
 - 2. Phase seven (7), Construction Administration will be paid at a rate determined by dividing the proposed lump sum by eighteen (18) months (estimated construction duration). The Consultant shall be paid on a monthly basis during the construction administration phase. Any adjustment in the construction duration (increase or decrease) shall be adjusted as necessary through change order. Increases in construction duration deemed to be caused by the actions of the Consultant might necessitate adjustment by the County prior to payment to the Consultant.
- B. The Consultant shall invoice the County on a monthly basis for all services satisfactorily completed during that period. All invoices shall include a description of the work effort covered for that period and the related design phase. Failure to include the description of work with the invoices will result in rejection of the invoice.
- C. All fees including the lump sum, monthly and hourly fees included for potential extra work shall include supervision, support, travel and out-of-pocket costs necessary to accomplish the related tasks.
- D. The County's policy of withholding a retainage of ten (10%) percent of all fees due to the Consultant will be applied to this agreement. This retainage will be paid in full to the Consultant within thirty (30) calendar days following satisfactory completion of all work.
- E. Reimbursable: The County will not entertain reimbursable expenses for those copies or the work effort defined herein. However, the County will allow reimbursable expenses for printing of plans and specifications beyond that requested in the proposal for extra work or additional copies requested by the County. The Consultant shall list the reimbursable unit cost on the proposal form.

X. 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, as defined by the Director, the Division will furnish a detailed scope of work for the 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. Since this project may span more than one (1) calendar year, the hourly rates will automatically adjust three (3) percent on the anniversary of the date of the contract between the County and the Consultant.
- D. Redesign required as a result of errors or omissions by the Consultant shall not be considered as extra work and shall not be subject to additional compensation. All such redesign shall be included in the lump sum proposal.

XI. INSURANCE REQUIRED

- A. The successful Consultant must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached copy of Washington County's Policy of Insurance Requirements for Independent Contractors (Attachment C).
- B. Professional Liability - The successful Consultant must show, prior to the execution of the Agreement, and as required by the County during the term of the contract, evidence of 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. The Proposer should note this insurance coverage amount is above the minimum stated in the attached policy.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

XII. PROPOSAL SUBMITTALS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Consultant Selection that can be viewed at <http://www.washco->

md.net/purchasing/pdf/ProcurementPolicy.pdf. No proposal preparation expense will be paid by the County in response to this solicitation. The Committee shall be comprised of the Director of Engineering and Construction Management (Chairman), Deputy Director of Engineering and Construction Management – Engineering, Deputy Director of Engineering and Construction Management – Construction, Senior Architectural Project Manager, Director of Emergency Services, and the County Director of Purchasing. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.

- B. Two separate proposals shall be submitted. One shall be the Qualifications, Experience and Technical Proposal of the Consultant. The other shall be the Price Proposal. The Price Proposal will be opened only if the firm is considered responsible, qualified and responsive to this request after detailed review of the Qualifications, Experience and Technical Proposal by the Coordinating Committee.
- C. As a minimum, the Qualifications, Experience and Technical Proposal submittal shall include the following:
 - 1. General Letter of Transmittal: A letter of transmittal typed on the Proposer's letterhead that includes the following:
 - a. The identification of the Proposer submitting the proposal.
 - b. The name, title, telephone number, fax number, and e-mail address of the person authorized to contractually obligate the Proposer in a contract offer with this proposal and, if applicable, to be in future negotiations.
 - c. The names, titles, addresses, telephone number, fax number, and e-mail address of the person(s) to be contacted for clarifications and authorized to speak for the company about the proposal.
 - d. An indication of acceptance of the general requirements and contract terms as described within this request for proposal.
 - e. An acknowledgement of receipt of all amendments to this request.
 - f. The letter must be signed by a person authorized to obligate the Proposer in a contract offer.
 - g. The letter should describe the company's understanding of the work to be performed with consideration for the public sector environment and indicate the firm will utilize AutoCAD 2017 (or latest version) or a compatible computer aided design software to prepare the project drawings.
 - 2. Standard Form 330 listing the architect-engineer qualifications, resumes of key personnel proposed for the contract including the roles on the project assignment (i.e., design engineer, architect, interior designer, designer, etc.), projects

which best illustrate the proposed team's qualifications for this contract with project owner names and contact information for references, key personnel participation in example projects, and additional information stated as necessary.

3. Project organization chart. List those individuals who will be assigned to the project and include any proposed sub-consultants.
 4. Confirmation of receipt and review of the addenda to this RFP, as applicable.
 5. Conclusion, remarks, and/or supplemental information pertinent to this request.
- D. The following criteria will be considered when evaluating the Qualifications, Experience and Technical submittal:
1. Quality and completeness of the proposal document.
 2. Demonstrated experience and ability in design and construction management of similar type projects.
 3. Qualifications and experience of the staff members proposed for this contract.
 4. Design experience with 2015 (or latest version) IBC and ICC related codes.
 5. Geographical relationship to Washington County (Maryland, adjoining states and D.C.).
- E. At a minimum, the Price Proposal shall include the following:
1. The Proposal Form contained herein, Attachment D.
 2. Fully executed Non-Collusion and Anti-Bribery Affidavit (Attachment E), executed by the appropriate legal representative of the proposing firm on the form provided.
 3. Conclusions, remarks and/or supplemental information pertinent to this request.
 4. Any exceptions taken from this RFP. The proposer is advised that claiming any exception from this RFP may be justification to render the proposal non-responsive and non-responsible.
- F. Any proposal may be withdrawn prior to the date and time set herein as the deadline for receipt of submittals. Any submittals not withdrawn prior to the deadline will constitute an irrevocable offer.
- G. The County will have up to ninety (90) calendar days to review all Qualifications, Experience and Technical submittals. The Price Proposals of those submittals determined to be unacceptable to the Coordinating Committee will be returned to the Consultant, unopened.

- H. Proposals received prior to the deadline may be opened in confidence. Proposals received after the deadline will be rejected and returned unopened.
- I. The Contract will be awarded to the Consultant offering the proposal considered most advantageous to the County. It is anticipated that the contract award will be made within ninety (90) calendar days after the receipt of proposals. Failure to meet this award schedule will in no way invalidate the proposals or any of the conditions contained in this RFP.
- J. Proposals must include the full name and address of proposed. Signature shall indicate his or her title and/or authority to bind the firm in a contract.
- K. Proposals may not be altered or amended after they are opened.

XIII. RESERVATIONS

- A. The County reserves the right to request clarification of information submitted or to request additional information about any proposal as it may reasonably require. The County reserves the right to require interviews. The County reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussion after award of the contract.
- B. Nothing in this RFP nor the contract between the County and the successfully awarded Consultant shall prohibit the County from retaining the services of other Consultants for architectural and engineering project assignments that the County deems is not covered under this contract.

XIV. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at **10:00 A.M. (EST), on Friday March 3, 2017**, in the Second Floor Conference Room No. 255, of the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland. While attendance at this meeting is not mandatory, it is strongly encouraged. A site visit will be held immediately following the pre-proposal conference.

XV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he should immediately request in writing, via fax at 240-313-2331, an interpretation from: Karen R. Luther, CPPO, Purchasing Director, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 320, Hagerstown, Maryland 21740-4748. All necessary interpretations will be issued to all Proposers in the form of addenda to this solicitation, and such addenda shall become part of the contract documents. Requests received after **4:00 P.M. (EDST), Wednesday March 15, 2017** may not be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Purchasing Director to all interested parties.

XVI. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of the proposal shall be on forms (Attachment F) approved by the County and shall contain, as a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- 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 Washington County Director of Engineering and Construction Management.
- D. No reports, information or data given to or prepared by the Consultant under the contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Washington County Director of Engineering and Construction Management.
- E. 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, that he fully understands his obligations.
- F. Consultants should 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 why such materials, upon request, should not be disclosed by Washington County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- G. 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."
- H. Political Contribution Disclosure: The Bidder shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, 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.

- I. Design Professionals must acknowledge that they have read and understood all outlined points in this RFP. Based on the information provided, Consultants are expected to respond to all attachments with due diligence by providing the requested information in the designated manner.
- J. Design Professionals failing to respond to this RFP as prescribed will place them at a competitive disadvantage or be subject to disqualification at the discretion of the County.
- K. The County deems the performance of a Consultant on outstanding contracts to be of critical importance. Therefore, in the evaluation process for contract award, Consultants with good performance ratings on existing accounts will be at a decided advantage while Consultants with poor performance ratings will be at a decided disadvantage or be subject to disqualification at the discretion of the County.
- L. Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that an offeror is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the offeror is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the offerors. Participants in such collusion may not be considered in future proposals for the same work. Each offeror, by submitting a proposal certifies that it is not a party to any collusive action. Nothing in this section will preclude a firm, acting as a subcontractor, to be included as a subcontractor for two or more prime contractors submitting a proposal for work. Firms shall not submit a proposal as the prime contractor after having submitted subcontract proposals for other prime firms.
- M. Offerors should give specific attention to the identification of those portions of their proposals, which they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover. Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Offerors should provide justification why such material, upon request, should not be disclosed by Washington County Board of County Commissioners under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland. Failure to comply will result in release of information to the public if requested.

All interested firms shall submit one (1) original and six (6) copies of the Qualifications, Experience and Technical Submittal enclosed in a sealed opaque envelope marked "QE&T - Architectural Services for Washington County Public Safety Training Center" and one (1) original and six (6) copies of their Price Proposals in a separately sealed opaque envelope marked "Price Proposal - Architectural Services for Washington County Public Safety Training Center" to the office of Karen R. Luther, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington

County Administration Complex, 100 West Washington Street, Room 320, Hagerstown, MD 21740-4748, no later than **4:00 P.M. (EDST), Thursday, March 30, 2017**. The Washington County Coordinating Committee will evaluate the submittals. Failure to comply with providing the required information for the Committee's review may result in disqualification.

NOTE: All Proposers must enter the Washington County Administration Complex through either the front door at the 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government has announced new security protocols being implemented at the Washington County Administration Complex at 100 West Washington Street, Hagerstown. The new measures took effect Tuesday, February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type- including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days before the Pre-Proposal Conference.

Inquiries regarding this request should be directed to Karen Luther, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County 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 an organization which investigation shows is not in a position to perform the contract. The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is determined to be in the best interest of Washington County by the Washington County Coordinating Committee. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

Sincerely,



Karen R. Luther, CPPO
Director of Purchasing

KRL/rmm

Attachments (A - F)

cc: Coordinating Committee Members

Request for Proposals

Architectural/Engineering Services

for Public Safety Training Center Project

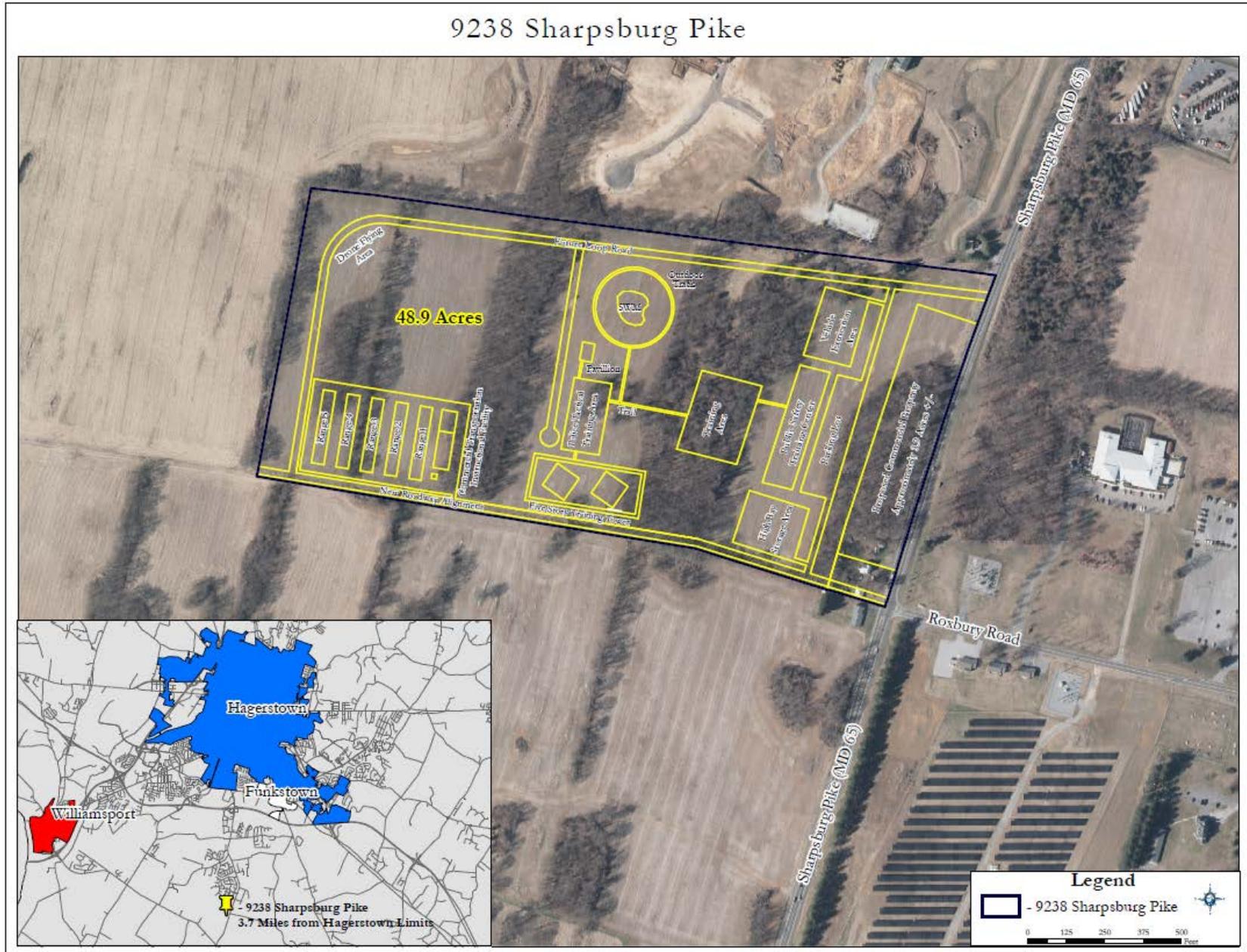
Washington County, Maryland

PUR-1339

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Summary of Attachments	
A	Training Center Site Location
B	General Guidelines and Considerations
C	Insurance Requirements for Independent Contractors
D	Proposal Form
E	Affidavit
F	Contract Agreement (Sample)

Training Center Site Location – 9238 Sharpsburg Pike, Hagerstown, Maryland 21740



General Guidelines and Considerations

The mission of the Public Safety Training Center is to provide a site for premier public safety training in the most responsive, efficient, economical, and professional manner. The center will provide a wide variety of training programs both didactic and practical for police, fire, health care and emergency service personnel as well as response and safety training for private industry and other allied agencies. It is the County's intent that through a phased approach, the training center will eventually have the following training facilities/amenities on site:

Phase I:

- A. Training Center Building and parking lot.
- B. Physical fitness trails.
- C. Pad sites for Phase II facilities.

Phase II:

- A. Police tactical training area
 - a. Small arms firing range
 - b. Simunition training area
- B. Canine agility training area.
- C. Natural gas firefighting props
- D. Pavilion / bathroom complex w/outside classroom area
- E. Vehicle extrication / fire training area.
- F. Trench rescue area.
- G. High Bay Storage / Training building
 - a. Two story smoke chamber / training maze
 - b. Confined space training area
- H. Outdoor track
- I. Commercial Transportation / Instructional Facility
- J. Drone Flying Area

Phase III:

- A. Driving Track
- B. Pump pad / drafting pit w/self-contained water system.
- C. Hazardous materials training area.
- D. Structural collapse training area and rubble pile
- E. Five story training tower w/standpipe system

Phase IV:

- A. Fire extinguisher / flammable liquids suppression training area.
- B. Driving Pad
- C. Class A / Class B Combustible 2 ½ story burn building.

Desirables for Phase I Training Center Building:

- A. 4 large classrooms (min of 40 people), projectors/whiteboards/outlets for computers/podium.
- B. 4 smaller classrooms (15 people), projectors/whiteboards/outlets for computers/podium.
- C. Large multi-purpose room, auditorium with a divider (room would be used for lectures/ conferences/graduations, etc.
- D. Weight room (30'x30') plus large gym area (75'x75'), minimum 50'x50'.
- E. Locker room / bathroom (50 lockers for men, 25 lockers for women), shower (6 for men, 3 for women).
- F. 6 to 7 offices for administration (10'x10').
- G. Front reception area.
- H. Learning resource center (library/computers), maybe the size of the two small classrooms together.
- I. Lots of storage area for equipment.
- J. Administration single bathrooms.

General Guidelines and Considerations – Attachment B

**Architectural/Engineering Services
for Public Safety Training Center Project**

Washington County, Maryland

PUR-1339

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POLICY TITLE: Insurance Requirements for Independent Contractors

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."

- 1. **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)

- 2. **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.

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

PUR-1339
PROPOSAL FORM
REQUEST FOR PROPOSALS REGARDING
QUALIFICATIONS & EXPERIENCE/TECHNICAL PROPOSALS (Q&E/T)
AND PRICE PROPOSALS

ARCHITECTURAL, ENGINEERING, DESIGN SERVICES,
AND CONSTRUCTION ADMINISTRATION FOR THE
WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER PROJECT

The Firm of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____ dated _____, No. _____ dated _____, No. _____ dated _____ for the following amounts. Amounts shall be shown in both words and figures. The written amount shall govern.

Phase 1 – Program Development:

_____ DOLLARS (\$) _____
(Written) (Figures)

Phase 2 – Schematic Design and Plan Development, 15% Submittal:

_____ DOLLARS (\$) _____
(Written) (Figures)

Phase 3 – Design Development, 30% Submittal:

_____ DOLLARS (\$) _____
(Written) (Figures)

Phase 4 – Construction Documents, 50% Submittal:

_____ DOLLARS (\$) _____)
(Written) (Figures)

Phase 5 – Construction Documents, 90% Submittal:

_____ DOLLARS (\$) _____)
(Written) (Figures)

Phase 6 – Construction Documents, 100% - Advertisement and Bidding:

_____ DOLLARS (\$) _____)
(Written) (Figures)

Phase 7 – Construction Administration:

_____ DOLLARS (\$) _____)
(Written) (Figures)

Phase 7A – Additional cost per calendar month for Construction Administration:

_____ DOLLARS (\$) _____)
(Written) (Figures)

Phase 8 – Post Construction Phase:

_____ DOLLARS (\$) _____)
(Written) (Figures)

TOTAL LUMP SUM FEE

(for the eight (8) phases of the project, excluding Phase 7A, which is unit price work authorized only by Change Order from the County):

_____ DOLLARS (\$ _____)
(Written) (Figures)

CONTRACTOR MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature of Officer of Firm: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

EXCEPTIONS: _____

(Attach additional sheets if necessary; if no exceptions are being taken, state NONE)

**WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT**

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Proposal Number (PUR-1339)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
(Month) (Year)
named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

TITLE

**PUR-1339
AGREEMENT**

**BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

AND

I. PARTIES

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2017, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the "County"), and _____, a _____ corporation (the "Consultant").

II. WORK EFFORT

- A. The Consultant hereby agrees to undertake the work efforts, generally and specifically defined within the Washington County Request for Proposal dated February 23, 2017 and all addenda (collectively the "RFP") and the Consultant's Proposal dated _____, 2017 (the "Proposal"), the contents of said RFP and Proposal are fully incorporated herein by reference, and to adhere to, comply with and respond to all performance requirements, conditions, restrictions and provisions stated therein. If there is a conflict or discrepancy between the RFP and the Proposal, then the terms, conditions and provisions of the RFP shall control, prevail, and supersede the terms and conditions of the Proposal.
- B. The Consultant agrees to comply with all applicable federal, State and local laws in the conduct of the work hereunder.

III. SCHEDULE

The Consultant may commence work within seven (7) days upon receipt of written Notice to Proceed from the County, such notice being contingent upon the execution of this Agreement by the County and the Consultant. The work shall be completed in an expeditious manner and in such sequence as agreed upon between the Consultant and the County and as set forth in the accepted Project schedule as contained in the "RFP."

Failure to maintain the scheduled level of effort as proposed and prescribed and/or deviation from the aforesaid schedule without prior approval of the County shall constitute a ground for issuance of a Termination Notice in accordance with Section IV of this Agreement, except in cases in which the County agrees in writing that circumstances beyond the control of the Consultant shall warrant alteration, adjustment or deviation from the schedule.

IV. TERMINATION

The County may, upon written notice to the Consultant, terminate the performance or work under this Agreement, in whole or part, in accordance with the following criteria:

- A.1 Except as provided in A.2 below, if the Consultant shall default in performance of this Agreement in accordance with its terms and fails to cure the default within a period of ten (10) days after receipt from the County of a notice specifying the default, the County may terminate the Agreement.
- A.2 If the Consultant fails to provide an approved replacement as required by the RFP within one (1) working day of the departure of the individual being replaced, the County shall have the right to terminate the Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine, in its sole discretion, that termination is in the best interest of the County, the County may terminate this Agreement, in whole or in part, at any time during the term of this Agreement. Any termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work is terminated and the effective date of such termination. If this Agreement is terminated as provided for in this paragraph, the Consultant shall be entitled to compensation only for satisfactory work completed up to the effective date of termination.

If after termination of this Agreement or any part thereof for default under “A.1” or “A.2” above it is determined that the Consultant was not in default pursuant to “A.1” or “A.2”, or that failure to perform satisfactorily is due to causes beyond the control and without fault or negligence on the part of the Consultant, the Notice of Termination shall be deemed to have been issued under subparagraph “B” above, and the rights and obligations of the parties involved shall be governed and resolved accordingly.

Upon receipt of a Notice of Termination and except as otherwise directed by the County, the Consultant shall stop work under this Agreement on the date and to the extent specified in the Notice of Termination; shall take all necessary or appropriate steps to limit disbursements and minimize costs; and shall furnish a report, as of the date of receipt of notice of suspension or termination, of the status of all activities conducted under the terms of this Agreement, including the work effort, funds, results accomplished, conclusions resulting there from and such other matters as the County may require.

Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Consultant. The County may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the County from the Consultant is determined.

V. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement between the Consultant and County shall be decided by the County Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. Either party may appeal the decision of the County Administrator to any court of competent jurisdiction under the rules for judicial review of agency decisions.

VI. AUDITS

- A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance under this Agreement and any federal, State or local law, rule or regulation, in accordance with accepted professional practice and appropriate accounting procedures and practices. The County, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Consultant agrees to the disclosure of all information and reports resulting from access to records pursuant to subparagraph (A) above. Where the audit concerns the Consultant, the auditing agency will afford the Consultant an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the pertinent written comments, if any, of the audited parties.
- C. Records under subparagraph (A) above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final completion of the project contemplated herein. In addition, those records which relate to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim or exception.

VII. DEFECTIVE WORK

The performance of services or County acceptance of required reports shall not relieve the Consultant from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate or defective work shall be remedied by the

Consultant on demand, within a reasonable time, and at no cost to the County. “Defective work” includes, without limitation, such matters as erroneous tabulations, incomplete surveys, maps, or reports and incorrectly assembled reports, publications, etc. caused by error or omission, for a period of twelve (12) months after the final report delivery by the Consultant.

With regard to any construction resulting from services rendered to the County by the Consultant, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

VIII. CHANGES

The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Any such change, including any increase or decrease in the amount of the compensation to the Consultant, shall be incorporated in a written change order to this Agreement and payment or adjustment effected as set forth in Section XIV of this Agreement.

IX. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option that may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision.

X. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as exist and identified by the Consultant, available to the County without significant cost, and necessary for the work, shall be furnished to the Consultant without charge by the County. The County shall cooperate with the Consultant in every reasonable manner in carrying out the planning work, providing, however, that the needs of the Consultant for such support are made known to the County in advance of such need.

The County shall not provide clerical assistance to the Consultant for this project and County personnel will not be asked to undertake surveys, analysis, tabulations, summaries, etc., of Consultant-produced data or documentation. However, County employees are free to participate in Consultant-conducted surveys as questionnaire recipients or survey groups for the purpose of providing information and opinions.

XI. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the incorporated Proposal and/or SCOPE OF WORK, and the County reserves the right to use, duplicate and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so. The Consultant shall not release the

results of this work or any reports or other material pertaining to it without the express written consent of the County except to comply with appropriate State and federal requirements. In such instances, the Consultant shall confer with the County before doing so. Materials approved for release by the Consultant cannot and shall not be distributed for profit.

The Consultant may publish information pertaining only to its services rendered under this Agreement, but shall not release copies of its documentation or final report to any other parties without the prior written approval of the County.

XII. REPORTS

Reports are to be provided as specified in the RFP.

XIII. MEETINGS

When requested by the person established as the primary contact for the task being performed, selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

XIV. PAYMENT

The Consultant hereby agrees to undertake the project for the following Total Lump Sum Fee of _____ (\$_____.__) as set forth in the RFP and the Proposal.

County-directed adjustments in the direction or emphasis of the work effort will not be considered as adequate justification for re-negotiation of the Total Fee, provided such adjustments do not constitute change in the general scope of the project.

In the event that changes in the general scope of effort are mutually agreed upon by the parties, the degree of change of scope in terms of man-hours (amount and type) will be negotiated to a satisfactory solution between the parties and payment or credit for this adjustment will be made part of this Agreement by written change order to the purchase order to this Agreement.

XV. METHOD OF PAYMENT

The Consultant will, at a designated time each month, submit on its standard form an invoice for his services rendered. The invoices shall indicate the total amount due for each discipline, showing hours multiplied by hourly rates. In addition, the Consultant shall submit a monthly report that shall indicate progress during the billing period of each of the principal tasks, and the status of the various work products that the Consultant is required to furnish as part of the Agreement.

The Consultant shall submit the original and two (2) copies of the invoice directly to the person and address established as the primary contact for the task being invoiced. This invoice will be reviewed and verified for work accomplished as set forth in the statement of work and schedule

(Sections II and III of this Agreement) and, when certified as acceptable, will be forwarded to the County Office of Budget & Finance for payment.

In event of dispute or defective work (Section V and VII of this Agreement), the County reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

XVI. PERSONNEL

The Consultant represents that it has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with agencies providing funds for the project.

XVII. EQUAL EMPLOYMENT

The Consultant agrees and affirms that it accepts and will conform to Maryland anti-discrimination law, as follows:

The Consultant shall not:

(1)... fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment; or

(2)... limit, segregate or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of the individual's race, color, religion, sex, sexual orientation, age, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

In addition, the Consultant further certifies that it now complies and will continue to comply with all federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XVIII. CONFLICT OF INTEREST

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the work is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this work, during his tenure or one (1) year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Agreement or the proceeds thereof.

- B. The Consultant covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

XIX. EXECUTION OF AGREEMENT

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. This Agreement shall be construed to bind the parties hereto in accordance with the Constitution and laws of the State of Maryland.

XX. COUNTY SAVED HARMLESS/INSURANCE REQUIRED

A. Professional Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description arising out of or resulting from the negligent performance of the professional services of the Consultant, its servants or agents, under this Agreement.

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

B. General Liability

The Consultant shall defend, indemnify and save the County harmless from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the County may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence or fault on the part of the Consultant, its servants, or agents (other than that arising out of Consultant's professional services).

Monies to become due the Consultant under the Agreement as may be considered necessary by the County shall be retained by the County until such suits or claims for damages shall have been settled or until the Consultant furnishes to the County satisfactory evidence of insurance coverage with respect to such suits or claims.

- C. The Consultant will not hold the County liable for any injuries to employees, servants, agents, subcontractors or assignees of the Consultant arising out of or during the course of services relating to this Agreement.

- D. The Consultant shall provide to the County evidence of insurance coverage satisfactory to the County providing coverage, including but not limited to, coverage in the amount of

\$1,000,000 for the liabilities arising out of those matters referenced in subparagraphs (A) and (B) of this section (i.e. \$1,000,000 for Professional Liability and \$1,000,000 for General Liability).

XXI. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, any fee or any other consideration contingent on the making of this Agreement. For breach or violation of this warranty the County shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XXII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided that any such successor to the Consultant, whether such successor be an individual, partnership, corporation, or other legal entity is acceptable to the County, and neither this Agreement nor the services to be performed there under shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the County.

XXIII. DELAYS AND EXTENSIONS OF TIME

The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Consultant.

XXIV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Agreement and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Consultant or in the cost thereof. Such changes, alterations or modifications to the services provided for in this Agreement shall be made by written change orders.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Consultant will be processed by a written change order requisition and is effective only when the change order is issued.

XXV. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Agreement.

XXVI. OWNERSHIP OF DOCUMENTS

The Consultant agrees that all data including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs and computations prepared by or for it under the terms of this Agreement shall at any time during the performance of the services be made available to the County upon request and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use the same without restriction or limitation and without compensation to the Consultant other than that provided in the Agreement.

XXVII. DISSEMINATION OF INFORMATION

During the term of this Agreement, the Consultant shall not release any information related to the performance of the services under this Agreement nor publish any final reports or documents without the prior written approval and consent of the County.

XXVIII. SANCTIONS UPON IMPROPER ACTS

If the Consultant, or any of its officers, partners, principals, members or agents, or if an employee of the Consultant acting with its acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Agreement or the services or any payment under it, the Agreement may be terminated as provided in Section IV. In the event of a conviction occurring after the expiration or termination of this Agreement, the Consultant shall be liable for the refund of all fees or profit paid under the Agreement. The rights and remedies set forth herein shall be in addition to, and the exercise thereof shall in no way be considered or construed as a waiver of, any other rights or remedies granted or available to the County.

XXIX. RESPONSIBILITY OF CONSULTANT

- A. The Consultant shall perform the services with that standard of care, skill, and diligence normally provided by a Consultant, Architect or Engineer in the performance of services similar to the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the County, the Consultant shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other materials furnished under this Agreement.
- C. If the Consultant fails to perform the services, or any part of the services, in conformance with the standards set forth in subparagraph A above, and such failure is made known to

the Consultant within two (2) years after expiration of this Agreement, it shall, if required by the County, perform at its own expense and without additional cost to the County, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Consultant's failure. This obligation is in addition to and not in substitution for other remedies available to the County under Section IV.

- D. The Consultant shall be required to furnish, upon request by the County, proof that it has the financial capacity to provide the services and that it is financially able, through its own resources or through a qualified surety, to protect the County from errors and omissions that might arise from the direct performance of the services or the performance of the services by third parties relying on the completed design or work product.

XXX. CHOICE OF LAW

- A. This Agreement was made and entered into in Maryland, and is to be construed under the laws of the State of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of the State of Maryland and Washington County shall govern the resolution of any issue arising in connection with this Agreement, including, but not limited, to all questions concerning the validity of this Agreement, the capacity of the parties to enter therein, any modification or amendment thereto, and all rights and obligations of the parties hereunder.

XXXI. COMPLIANCE WITH LAWS

The Consultant hereby represents and warrants:

- A. That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. That it is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not go into arrears during the term of this Agreement;
- C. That it shall comply with all federal, State and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under this Agreement;
- D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement;

In addition to any other remedy available to the County, breach of any of subparagraphs A through E of this Section shall, at the election of the County, be grounds for termination as provided for in Section IV, provided, however, that failure of the County to terminate this

Agreement shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

XXXII. NOTICE OF POLITICAL CONTRIBUTIONS

The Consultant agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Title 14, Election Law Article, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, The parties have caused this Agreement **PUR-1339** to be executed on _____, 2017, by affixing hereon their respective seals and signatures of the proper officers.

APPROVED AND AGREED TO:

ATTEST:

BY: _____ (SEAL)

(Typed Name and Title)

Address: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Vicki C. Lumm, County Clerk

BY: _____ (SEAL)
Terry L. Baker, President

Recommended for Approval:

Robert Slocum, P.E., Director
Division of Engineering & Construction Management

Approved for Legal Sufficiency:

John M. Martirano
County Attorney