



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION

Company Name: _____
 Address: _____

 Contact Name: _____
 Contact Title: _____
 Phone Number: _____
 E-mail: _____

NOTES

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

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
 Washington County Administration Complex
 100 West Washington Street, Third Floor, Room 3200
 Hagerstown, Maryland 21740

Attention: Rick Curry, CPPO - Buyer

Telephone Number: 240-313-2330

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

DATE ISSUED

04/04/2017

DESCRIPTION	TOTAL NET PRICE
<p style="text-align: center;">CONSULTANT TO UPDATE MULTI-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY GOVERNMENT - DEPARTMENT OF EMERGENCY MANAGEMENT Q-17-636 <i>(See Attached Instructions & Specifications)</i></p> <p>QUOTATION DUE: Monday, May 8, 2017, no later than 3:00 P.M. and must be time-stamped in the Purchasing Department. Opening of quotations will follow. Interested parties are invited to attend.</p> <p>QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Rick Curry, County Buyer, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked "QUOTATION – (Q-17-636) “MULTI-HAZARD MITIGATION PLAN FOR WASHINGTON COUNTY GOVERNMENT-DEPARTMENT OF EMERGENCY MANAGEMENT” and bearing the consultant's name.</p> <p>Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials and equipment called for by said specifications and instructions for the TOTAL LUMP SUM FEE OF:</p>	<p>\$ _____</p>

We quote you as above - F.O.B. _____
 Official Signature _____
 Name Printed _____
 Telephone Number _____

Acknowledge Addenda # _____ Date _____
 # _____ Date _____, # _____ Date _____
 Delivery/Service can be performed no later than _____ calendar days from receipt of order.
 Date _____

**CONSULTANT TO UPDATE MULTI-HAZARD MITIGATION PLAN
FOR WASHINGTON COUNTY GOVERNMENT – DEPARTMENT OF EMERGENCY
MANAGEMENT**

REQUEST FOR QUOTATIONS INSTRUCTIONS

The Board of County Commissioners of Washington County, Maryland, is requesting Price Quotations from consulting firms to update the Multi-Hazard Mitigation Plan for Washington County Government – Department of Emergency Management.

I. PROJECT OVERVIEW

- A. Washington County, Maryland has received a Hazards Mitigation Planning Grant from the Maryland Emergency Management Agency. This grant provides funding for the development of a Hazards Mitigation Plan for Washington County and its municipalities. The Plan will address the following hazards: winter storms, wild land & urban fires, drought, flooding, tornadoes, hurricanes, extreme temperatures, karst topography/sinkholes, hazardous material transport, dam failure, fire explosion, and transportation accidents that threaten the health and welfare of communities in Washington County.
- B. Washington County is a political subdivision of the State of Maryland. The County is geographically located in the Cumberland Valley approximately 70 miles northwest of the nation's capital. Washington County stretches more than 47 miles along the Mason Dixon Line, encompasses 467 square miles of land and contains 100 miles of shoreline along the Potomac River. The County is bounded to the north by the State of Pennsylvania, to the west by Allegany County, MD, to the south by the State of Virginia and West Virginia, and to the east by Frederick County MD. The County population is approximately 149,500. The County is rich in heritage and enjoys many cultural and historical sites. The Antietam National Battlefield, Fort Frederick State Park and local parks attract thousands of visitors annually. In addition to the national battlefield site, the County is home to several federal installations including military and communications sites that are of interest to national security. The President retreat, Camp David, is just outside the northeast boundary of the County's fringe. A 243-bed acute care regional medical facility serves the tri-state area, including western Maryland, southern Pennsylvania and northern West Virginia. Designated a Level III Trauma Center by the State of Maryland, it is served by more than 280 physicians, who represent more than 30 sub-specialties. Interstate highways 70 and 81 intersect near the center of the county providing easy access to and from all directions. The county seat of Hagerstown is a hub community for rail service for CSX Transportation, Conrail and other major rail carriers. The Hagerstown Regional Airport provides daily commercial service to Pittsburgh and Baltimore-Washington International Airports, along with twice weekly flights to Orlando/Sanford.
- C. This Request for Quotations seeks qualified firms capable of conducting hazard and risk assessment and planning for the natural disasters previously listed that threaten the health and welfare of communities in Washington County. Washington County's long-term goal is to create resistance to disaster through planning.

- D. Washington County requires consultant services to assist various County departments and municipalities in establishing goals and objectives and identifying activities that will help prepare for and reduce the impact of a natural disaster. The Plan will address the requirements of Washington County's Emergency Services, Public Safety, Economic Development, Public Works, and Planning Departments as well as the municipalities of Boonsboro, Clear Spring, Funkstown, Hagerstown, Hancock, Keedysville, Sharpsburg, Smithsburg, and Williamsport. Representatives from these agencies along with the Local Emergency Planning Committee and elected officials will comprise the Hazard Mitigation Planning Committee. This Committee will work closely with the Consultant and provide feedback on drafts at various stages in the planning process. The point of contact is the Emergency Manager of the Washington County.

II. SCOPE OF WORK

- A. The Scope of Work for the Hazards Mitigation Plan shall address, but not be limited to the following:
1. Executive Summary
 2. Description of the Planning Process and Participants
 - a. This will include the role and composition of the Hazard Mitigation Planning Committee, public meetings, and outreach process through press releases and questionnaires.
 3. Goals and Objectives Setting
 - a. Consultant shall provide a description of mitigation goals to avoid long-term vulnerabilities to the identified hazards.
 4. Hazard and Risk Assessment and Risk Assessment (THIRA).
 - a. This shall address hazards that the County and its jurisdictions are exposed to: winter storms. Wild land and urban fires, drought, flooding tornadoes, hurricanes, extreme temperatures, karst topography/sinkholes, hazardous material transport, dam failure, fire explosion and transportation accidents that threaten the health and welfare of communities in Washington County. Available data from various sources should be reviewed and documented and summarized in the form a narrative with graphics. Summaries shall include information on past occurrences and the probability of future events.
 - b. Each jurisdiction's risks must be assessed where they vary from the risks facing the entire county.
 - c. The Consultant shall identify hazards and profile hazard events.

- d. The Consultant shall perform vulnerability assessment, including identifying assets, estimating potential losses, and analyzing development trends. The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas shall be identified.
- e. The Consultant shall give consideration to existing studies that have evaluated natural hazards as well as observed or reported historical storm damage data.
- f. The Consultant shall use the Federal Emergency Management Agency's (FEMA) THIRA 4-Step Common Risk Assessment Process, designed to give Washington County an understanding of its risk and estimate its capability requirements. This THIRA process needs to map the risks to Washington County to FEMA's Core Capabilities. This THIRA process must answer the following questions:
 - i. What threats and hazards does Washington County need to be prepared for?
 - ii. What shareable resources are required in order to be prepared for the threats and hazards?
 - iii. What actions does Washington County need to employ to avoid, lessen, or eliminate the threat or hazard?
- g. The Consultant shall identify Critical Infrastructure/Key Resources (CIKR) and make any recommendations to harden/mitigate these sites
- h. The Consultant must utilize the "State of Maryland Local Hazard Mitigation Plan Guidance, May 2015" document (produced by the Maryland Emergency Management Agency) as a reference to the areas and information that must be addressed in the final Hazard Mitigation Plan.

5. Mitigation Strategies and Activities

- a. Consultant shall prepare a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure.
- b. The hazard mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
- c. The plan should describe vulnerability in terms of providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

6. Draft and Final Plans

- a. Consultant shall prepare an action plan describing how the actions identified will be prioritized, implemented, funding levels, and administered by the local jurisdictions. Since this is a multi-jurisdictional plan, the Consultant shall prepare identifiable action items specific to each jurisdiction.
- b. Consultant shall prepare a draft plan for review by the Hazard Mitigation Planning Committee.
- c. Consultant shall incorporate comments from the draft plan into the final plan for presentation to the County Commission for recommendation of inclusion in the County's Comprehensive Plan.

7. Plan Adoption

Consultant shall continue to work with the communities through the final adoption and approval phases by local and state government, and FEMA.

8. Plan Implementation

Consultant shall prepare cost estimates for all recommended projects and shall identify possible funding sources to implement recommended projects.

9. Plan Maintenance

Consultant shall include a section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle and also how the community public participation in the plan maintenance process.

B. The Consultant shall conduct at least two public meetings: 1) to identify issues and 2) to present the draft plan. This Plan shall meet the criteria of FEMA's Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44CFR, Parts 201 and 206, enacted under Sec. 104 of the Disaster Mitigation Act of 2000 (DMA 2000)

C. The Consultant shall provide the following deliverables:

1. A non-proprietary database in ArcView files to contain all the data collected.
2. Thirty (30) hard copies of report and all data collected.

III. PROPOSAL FORMAT

A. As a result of time constraints imposed on the project, the County requires interested firms to provide a **Total Lump Sum Proposal** to be delivered in sealed opaque envelope.

As a minimum, your Proposal shall include the following:

1. A basic organizational chart containing all staff assigned to the project and their qualifications and experience with projects comparable in scope. The Consultant must demonstrate that the Lead Planner/Project Manager has at least eight (8) years' experience in writing a plan of this detail, scope and magnitude.
 2. Fully documenting references to three (3) contracts comparable in scope, including federally funded projects, within the last three (3) years. References must include the company name, telephone number, contact person title, date(s) the work was performed and description of contract. Washington County reserves the right to contact any references.
 3. The consultant must provide at least one (1) sample of other FEMA-approved hazard mitigation plans that they have developed and written.
 4. A detailed project schedule showing estimated man-hours by employee classification clearly demonstrating your ability to meet the schedule contained herein. Within this schedule, the Consultant shall clearly identify those milestones and tasks he/she deems critical.
 5. A narrative describing the Consultant's overall approach to the project. This narrative shall clearly identify special or unique features of the project and his/her anticipated approach. The narrative must also be consistent with and clearly support the project schedule required under Section III.2.
 6. Conclusions, remarks and/or supplemental information pertinent to this request.
- B. As a minimum, the Proposal shall include the following:
1. A detailed man-hour breakdown with assigned hourly rates used to establish the lump sum fees proposed under Section VIII below. This breakdown shall be consistent with the project schedule required under Section III.2.3. above.
 2. 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, support, supervision, fringe benefits, overhead, travel expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.
 3. Conclusions, remarks and/or supplemental information pertinent to this request.

IV. RESPONSIBILITY OF THE COUNTY

The County shall provide the following to the successful Consultant:

- A. ArcView file containing a map of Washington County, including layers for roads, watersheds, floodplains, political boundaries and other related items.

V. PROJECT SUBMITTALS AND SCHEDULE

The Proposer shall commence work within fifteen (15) calendar days of receipt of the written Notice to Proceed and fully complete the project within one hundred and twenty (120) consecutive calendar days. The proposed Notice to Proceed date for this project is tentatively scheduled for **Monday, May 23, 2017.**

VI. LIQUIDATED DAMAGES

Liquidated damages of one hundred dollars (\$100.00) per calendar day may be assessed, at the County's discretion, against the successful Consultant for failure to meet the above schedule. It is imperative that the Consultant contact the County immediately should circumstances beyond the control of the Consultant adversely affect his/her ability to meet the established schedule. All schedule modifications shall require written approval from the County.

VII. PRE-QUOTATION CONFERENCE

A Pre-Quotation Conference shall be held on **Thursday, April 13, 2017 at 11:00 A.M.** in Conference Room 3000, Third Floor, Washington County Administration Complex, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory for those wishing to submit proposals, but it is strongly encouraged. Any changes that result from this conference shall only be incorporated into this quote by way of a written addendum.

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.

VIII. COMPENSATION

- A. The Consultant shall be compensated for his/her services on a contract lump sum fee basis. This project shall be awarded on the basis of the lowest qualified Request for Quotation proposal considered most advantageous to the County. Quotations shall include all labor, equipment, mobilization, supervision, materials, fringe benefits, travel, profit and other incidentals necessary to complete the work described herein.

- B. The Consultant shall invoice the County on a monthly basis for all services satisfactorily completed during the previous month. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice will result in rejection of the invoice.
- C. All fees including lump sum, monthly and hourly fees described above and the hourly fees described in Section IX.A below 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 the Consultant shall be applied to this agreement. This retainage will be paid in full to the Consultant within thirty (30) calendar days of the satisfactory completion of all work relating to Section II above, together with proper invoices.

IX. EXTRA WORK

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

X. INSURANCE

The successful Consultant must show upon request and prior to the execution of a Contract or issuance of Purchase Orders the Agreement and as required by the County during the term of the contract evidence of appropriate insurance as outlined in the attached copy (Attachment No. 1) of the Washington County Policy – *Insurance Requirements for Independent Contractors*. The project shall be identified on the certificate and Washington County shall be named as an additional insured on the certificate of insurance. The certificate holder on the certificate shall be; The Board of County Commissioners of Washington County, 100 West Washington Street, Hagerstown, Maryland.

XI. SUBMITTALS

- A. Interested consultants shall submit one (1) original and one (1) copy of its quotation in a sealed opaque envelope to the Washington County Purchasing Department, 100 West Washington Street, Room 3200, Third Floor, Hagerstown, Maryland 21740 no later than **3:00 P.M., (EDST/local time), Monday, May 8, 2017**. Quotations received after that time will not be considered.
- B. A Lump Sum Price Proposal for all work is requested. The Lump Sum Proposal shall include all supervision, support, travel, overhead, and out-of-pocket expenses necessary to accomplish these tasks.
- C. The approval or disapproval of Consultants and sub-consultants shall be determined by response to this request and past performance with Washington County. The Consultant shall make no assumptions as to the County's prior knowledge of qualifications.

XII. METHOD OF AWARD AND TERMINATION

- A. Only one contract will be awarded.
- B. It is expected that the Contract award will be made within seven (7) calendar days after the receipt of Proposals. The Contract will be awarded to the Consultant whose Request for Quotation Proposal, conforming to this request, is the most advantageous to the County. Failure to meet this award schedule will in no way invalidate the Proposals or any of the conditions contained in the Request for Quotation.
- C. The County may terminate the contract should the Consultant remove or attempt to replace personnel without written approval by the County. The County may terminate the contract should the Consultant fail to execute work in accordance with this document. The Consultant shall be liable to the County for any cost incurred resulting from such action. Such costs shall be reimbursed to the County or deducted from the Consultant's fee as applicable.

III. RESERVATIONS

The County reserves the right:

- A. To request clarification of information submitted or to request additional information about any quotation submittal as it may reasonably require.
- B. To reject the Quotation submittal of a firm who has previously failed to perform properly or complete on time contracts of a similar nature or a quotation submittal of a firm which investigation shows is not in a position to perform the Contract.
- C. To not hold discussion after award of the contract.

- D. To reject any and all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County.

XIV. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Consultant's responsibility to become familiar with all information provided in this package and any other information considered necessary to make a Proposal. Should any Proposer find discrepancies in, or omissions from, the documents or be in doubt of their meaning, he/she should immediately request, in writing, and interpretation from: Rick Curry, County Buyer, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Room 3200, Hagerstown, MD 21740, FAX 240-313-2331; **or** send questions in MicroSoft Word platform via e-mail to: purchasingquestions@washco-md.net

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/local time), Wednesday, April 19, 2017 may not be considered.** Every interpretation made by the County shall be in the form of an addendum, which, if issued, will be sent by the Buyer to all interested parties.

XV. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all quotations or to award the contract to the next recommended Consultant if the successful Consultant does not execute a *Notice to Proceed* within fifteen (15) calendar days after notice of award of the contract.
- B. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidders shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any quotation if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein. Conditional quotations will not be accepted.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more firms as it may reasonably require.
- D. Any Quotations may be withdrawn up until the date and time set above for the opening of the proposals. Any Quotations not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth in the above Scope of Work.
- E. Any agreement or contract resulting from the acceptance of the proposal shall be on forms approved by the County and shall contain, as a minimum, applicable provisions of the Request for Quotation. The County reserves the right to reject any agreement that does not conform to the request for quotation and any County requirements for agreements and contracts. The County shall also issue a Purchase Order that shall serve as the contract and shall also issue a *Notice to Proceed* for execution by the Consultant.

- F. 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 Project Manager of the Department of Emergency Management.
- G. The Consultant shall not make available to any individual or organization reports, information or data given to or prepared by the Consultant under the contract without the prior written approval of the Project Manager of the Department of Emergency Management.
- H. By submitting a quotation, the Consultant agrees that he/she is satisfied, as a result of his/her own investigations of the conditions set forth in this request, that he/she fully understands his/her obligations.
- I. Consultants should give specific attention to the identification of those portions of their quotation submittals 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.
- J. Payment of County and Municipal Taxes: Effective, October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of 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."
- K. Political Contribution Disclosure: The Bidder shall comply with Article 33, Sections 14-101 through 10-104 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 Elections 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.
- L. The Consultant shall abide by and comply with the true intent of this Request for Quotation and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. All work shall be done in accordance with Washington County Standards and those of any State or Federal agencies having jurisdiction.

- N. The Board of County Commissioners does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

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