

REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMA	ATION:	NOTES:				
Company Name: Address: Contact Name: Contact Title: E-mail:	2	1. 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. 2. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292. REQUEST FOR QUOTATION				
RETURN QUOTATIONS TO: WASHINGTON COUNTY DIVISION OF ENGINEERING 80 West Baltimore Street Hagerstown MD 21740 Attention: Mark Mishler – Civil Engineer						
Telephone Number: 240-313-2460			8/8/2019		DELIVERY WANTED	
DESCRIPTION		0/0/2019				
QUOTATION DUE: Friday, August 16, 2019, no later e-mail (ecquotes@washco-md.net), fax (240-313-2401), or IF DELIVERED, QUOTATIONS TO BE ADDRESSED County Division of Engineering, Attn: Mark Mishler, Civil E Washington County Administrative Annex, 80 West Baltimor Hagerstown, Maryland, 21740 and enclosed in a sealed opaqu "QUOTATION – HOLIDAY DRIVE CONCRETE CURE Having received clarification on all items of conflict or updarose, the undersigned proposed to furnish all labor, matericalled for by said specifications and instructions on the Proposal Form.	than 2: delivered TO: Was Engineer re Street ue envelo 3" on which rials and	shington , ope marked n any doubt equipment		PRICE	E (See form of Proposal)	
Name Printed	# D	Date	, # perf	formed	Date Date d no later than	
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HOLIDAY DRIVE CONCRETE CURB NOTICE TO QUOTERS & INSTRUCTIONS

- 1. QUOTATION SUBMISSION: Quotations are due by e-mail (ecquotes@washco-md.net), fax (240-313-2401) or delivery. If delivered, the quotation shall be enclosed in a sealed opaque envelope bearing the name of the Quoter and marked "HOLIDAY DRIVE RETAINING WALL." Quotations are to be addressed to Washington County Division of Engineering, Washington County Administrative Annex, 80 West Washington Street, Hagerstown, MD 21740. Please direct all general inquiries to Mark Mishler, Civil Engineer at 240-313-2402. Quotations must be received no later than Friday, August 16, 2019 at 2:00 P.M.
- 2. **PRE-QUOTATION CONFERENCE**: No pre-quotation conference shall be scheduled.
- 3. <u>SITE VISITS</u>: It is strongly encouraged that each Bidder submitting a quotation for this work examine the site and thoroughly satisfy himself/herself to the conditions under which he/she will operate or that will in any manner affect any work under his/her contract. The Bidder shall accept the site as he/she finds them. All proposals shall take into consideration all conditions that may affect the work. No allowance shall be made to any Bidder for negligence in this respect.
- 4. **AWARD OF CONTRACT:** The total bid will be used as a basis for evaluation of quotations and award of the Contract. If an award of Contract is made, it will be made to the responsible Bidder who submits the lowest, responsive quotation. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed.
- 5. **<u>DISPUTES</u>:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
- 6. **EQUAL OPPORTUNITY:** The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.
- 7. **EXCEPTION:** The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the proposal.
- 8. <u>INSURANCE</u>: Upon request and prior to execution of contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County Policy No. P-4 (Attachment No. 1).
- 9. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Bidder find discrepancies in, or omissions from the documents or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request an interpretation, in writing, from:

Mark Mishler – Civil Engineer
Washington County Division of Engineering
Washington County Administrative Annex
80 West Baltimore Street
Hagerstown, MD 21740

E-mail: ecbidquestions@washco-md.net

Fax: 240-313-2401

All necessary interpretations will be issued to all bidders in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Exceptions as taken in no way obligates the County to change the specifications. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. The County will assume no responsibility for oral instructions or suggestions. ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY. Questions will be accepted in writing no later than Monday, August 12, 2019 at 4:30 pm EST.

10. <u>TIME OF COMPLETION AND LIQUIDATED DAMAGES</u>: Bidder must agree to commence work within ten (10) calendar days of receipt of written "Notice to Proceed" by the County and to fully complete the project within <u>21</u> consecutive calendar days thereafter.

The Notice to Proceed for this project will be issued within ninety (90) calendar days of the bid opening. The bidder must agree to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar thereafter.

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until Final Acceptance. The Contractor understands and agrees that the County and the general public will suffer financial loss and/or inconvenience if the Project is not substantially complete on the date set forth in the Contract Documents. The County and the Contractor agree that the amount of financial loss and/or inconvenience is not subject to accurate estimation and the actual damages are not easily ascertained. Therefore, the County and the Contractor agree that the amount of liquidated damages set forth in the Contract Documents is a reasonable forecast of the just and fair compensation for the harm that would result from the Contractor's failure to timely complete the work.

For each calendar day that the Work shall remain uncompleted beyond the Contract Time, the Contractor and/or the Surety shall be liable for liquidated damages in the amount provided for in the Contract Documents, provided, however, that due account shall be taken of any adjustment of the Contract time for completion of work as granted by approved equitable adjustments.

- 11. **<u>DISPOSAL FEES</u>**: Disposal of items shall be at an approved location or landfill and any fees for same must be included in the contractor's quotation.
- 12. **PRICE PROPOSAL:** The price proposal shall include unit prices to complete the work as specified in the Scope of Work; and shall include the cost of any and all permits and/or fees, the cost of all applicable seals and other taxes required by Local, State and Federal laws, the cost of bonds and insurances required, the cost of all material, labor, tools, equipment, transportation, landfill users fees, superintending and other services and facilities of every nature whatsoever or as may be necessary to complete the work as described in the specifications. The County will waive the permit fees for permits issued under County jurisdiction.

- 13. **PAYMENT:** Payment will be made within thirty (30) days after satisfactory acceptance. The Contractor is responsible for the measurement of all quantities on the project. Payment will be based on the completion of the work and paid based on the Contract unit prices. Invoices shall be submitted in duplicate to Mr. Jim Plummer, Division of Engineering, 80 West Baltimore Street, Hagerstown, Maryland 21740. Invoices submitted without clear, concise, readable, definitive information shall be returned for clarification, and may delay payment. Invoices must include the site name and the Washington County-issued Purchase Order (P.O.) number.
- 14. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
- POLITICAL CONTRIBUTION DISCLOSURE: In accordance with Maryland Code, State Finance and Procurement Article, \$17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- 16. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all quotes, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Quoter to correct any and all formalities, informalities and technicalities in the best interest of the Washington County.
- 17. **SALES TAX:** The County is exempt from State of Maryland Sales Tax. The County's Sales Tax Exemption Number is 3000129-2. The Bidder is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of tax exemptions in his/her quotation.
- 19. **WORK SITE DAMAGES**: Any damage to finished surfaces, surrounding areas, building, etc., shall be repaired to the damaged party's satisfaction at the Contractor's expense.
- 20. **FINAL ACCEPTANCE SIGN-OFF:** Final acceptance shall take place after all deficiencies noted by the Washington County Project Manager have been corrected to his/her satisfaction.
- 21. **PRICES VALID**: All quoted prices shall be valid for ninety (90) consecutive calendar days after submission of quote.

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2008.	•	C	·					

Quotation

HOLIDAY DRIVE CONCRETE CURB

TASK ORDER OF WORK

1. **SUMMARY:**

This quotation shall be to construct install approximately 75 linear feet of Type A Curb (24") and Gutter (12"). The project shall remove existing concrete curb/retaining wall on Holiday Drive and replace it with new curb. The work shall consist of the removal of asphalt pavement and concrete curb, installation of concrete curb, grading, topsoil and seed, and contingent asphalt work. The Contractor shall submit all applicable material specifications and shop drawings to the Engineer for review and approval prior to the start of work.

2. SCOPE OF WORK

- A. Excavate and dispose of excess material at an approved offsite location. Clear only the smallest area necessary to complete the work.
- B. Construct concrete curb to the limits and specifications shown on the drawings.
- C. Backfill the concrete curb and provide grading tie ins according to the drawings.
- D. Restore asphalt pavement.
- E. Stabilize and seed all disturbed areas.
- F. The Contractor shall be responsible for the safety and welfare of his/her employees while working on this project. All workers will be required to wear appropriate safety equipment.

3. RESPONSIBILITIES OF THE COUNTY AND CONTRACTOR

- A. The County will assign a Project Manager to coordinate all activities with the Contractor. All correspondence and inquiries shall be directed to the designated Project Manager. Mr. Blair Reynolds, shall be the Owner's designated representative and point of contact for all matters relating to the performance of this work.
- B. The Contractor is responsible for the installation and maintenance of a traffic control plan for the project, if necessary.
- C. The Contractor shall complete the work described herein within the time specified herein following receipt of a written notice to proceed (purchase order) from the Owner.

- D. The Contractor shall take all necessary precautions for the protection of the work zone and safety of the public, all as indicated in the MUTCD.
- E. All equipment, materials, and vehicles shall be stored outside the road clear zone. Driveway entrances shall not be blocked at any time unless coordinated with the property owner and the County.
- F. Work hours shall be Monday-Friday 7:30am to 5:00pm. The contractor shall provide written notice requesting an adjustment to the work hours 48 hours in advance for consideration by the Project Manager.
- G. The Contractor shall notify MISS UTILITY at (800) 257-7777 to arrange for stakeout of utilities at least five days before starting any construction.

4. ADDITIONAL INFORMATION IS ATTACHED HERETO FOR INFORMATION PURPOSES:

Attachment No. 1 – Insurance Requirements

Attachment No. 2 – Standard Details

Attachment No. 3 – Type A Curb Construction

Attachment No. 4 – Special Provisions

Attachment No. 5 – Washington County General Conditions for Construction October 2008.

FORM OF PROPOSAL

TO:	FROM:
The Board of County Commissioners of Washington County, Maryland	
c/o Washington County Division of Engineering Washington County Administrative Annex 80 West Baltimore Street Hagerstown, MD 21740	DATE:
QUOTATION DUE: Friday, August 16, 2019 2:00 P.M.	
Ladies/Gentlemen:	
We hereby submit our proposal for:	
HOLIDAY DRIVE CO	ONCRETE CURB
Having examined the site and being familiar wand having carefully examined the contents of this Quo Quoters/Instructions, and Task Order of Work/Specific 16, 2019, including	
Addenda (if any):	
Addendum No Dated	
Addendum No Dated	
and having received clarification on all items of conflic proposes to furnish all labor, materials and equipmen work, in strict accordance with the specifications, for the	t called for by the said documents for the entire
Base Bid	
Written	DOLLARS (\$) Figures
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ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	ITEM TOTAL
101	LUMP SUM	L.S.	MOBILIZATION		
102	LUMP SUM	L.S.	MAINTENANCE OF TRAFFIC		
103	175	L.F.	TEMPORARY ORANGE CONSTRUCTION FENCE		
104	10	EA	DRUMS FOR MOT		
201	20	C.Y.	UNCLASSIFIED EXCAVATION – INCLUDES ASPHALT AND CONCRETE CURB REMOVAL		
202	85	LF	FULL DEPTH SAW CUTS		
301	10	C.Y.	SELECT BACKFILL – CR6		
501	30	SY	6" GRADED AGGREGATE BASE		
502	10	TON	19.0MM SUPERPAVE BASE COARSE (FULL DEPTH PATCH)		
601	75	LF	TYPE 'A' CURB		
701	10	C.Y.	TOPSOIL FOR TIE INS		
702	30	S.Y.	TURFGRASS ESTABLISHMENT		
<u>u </u>		ı		Total This She	et

FIRM NAME AND ADDRESS:					
Y (Signature):					
1 (Signature).					
AME AND TITLE (Printed):					
ELEPHONE NO:					
AX NUMBER:					
-MAIL ADDRESS:					
ATE:					
EDERAL EMPLOYER'S IDENTIFICATION NUMBER:					

ATTACHMENT NO. 1

POLICY TITLE: Insurance Requirements for

Independent Contractors

POLICY NUMBER: P-4

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

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

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

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

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.

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.

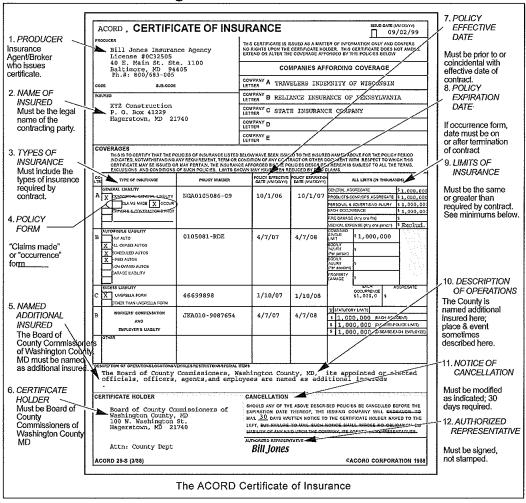
Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest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

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or selfinsured 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 March 4, 1997 **Revision Date:** Effective Date: March 4, 1997

Quick Tips Washington County, Maryland Understanding the Acord Certificate of Insurance



- 1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
- 2. NAME OF INSURED: Must be legal name of contracting party.
- 3. TYPES OF INSURANCE: Must include types required by contract.
- 4. POLICY FORM: Will indicate claims-made or occurrence form; see "8. Policy Expiration Date" and <u>Glossary</u> for additional information.
- NAMED ADDITIONAL INSURED: The Certificate must state, either under Description of Operations or by attached endorsement, that Boar of County Commissioners is additional insured.
- CERTIFICATE HOLDER: Must be Board of County Commissioners of Washington County, MD -- include department, contact person.
- 7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
- 8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
- LIMITS OF INSURANCE: Must be same or greater than required by contract.
- 10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
- 11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days notice to the certificate holder named to the left."
- 12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

Quick Tips: Understanding the Acord Certificate of Insurance • 07/07