



COORDINATING COMMITTEE

PUR-1504 REQUEST FOR PROPOSALS REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

CONSTRUCTION / BUILDING INSPECTION SERVICES FOR A REQUIREMENTS CONTRACT

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals and Price Proposals from capable firms to provide construction/building inspection services as well as field and laboratory services for a variety of capital projects throughout Washington County, Maryland. Typical projects will include construction or maintenance of roads, traffic signals, bridges, drainage structures, waterlines, sewer lines, buildings or any similar public improvement projects. Full time and/or part time inspection may be required. The number and type of inspectors required is variable, dependent upon individual project schedules and County needs.

The Washington County Coordinating Committee will evaluate responses to this Request for Proposal (RFP) and select those firms judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all of the prospective firms to discuss Qualifications & Experience/Technical Proposals, as well as Price Proposals.

The format for submittals, information regarding the scope of work, and selection criteria used by the committee is available from the Washington County website: <https://www.washco-md.net> by accessing "**Services/Bids-Purchasing/Open Bid Invitations**". Inquiries regarding this request can be directed to Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330.

Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all in-person meetings. A Pre-Proposal Teleconference will be held on **Monday, May 3, 2021 at 11:00 A.M. (EDT/EST)**. All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions prior to this teleconference. All interested proposers are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged.

Interested firms shall provide one (1) original, five (5) copies and six (6) flash drives of Qualifications & Experience / Technical information Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E –Construction/ Building Inspection Services (PUR-1504)**" and one (1) original, five (5) copies and six (6) flash drives of the Price Proposal in a *separately* sealed opaque envelope marked "**Price Proposal – Construction/Building Inspection Services (PUR-1504)**",

must be submitted and time-stamped into the office of Rick F. Curry, CPPO – Director of Purchasing,

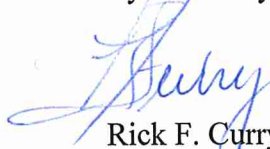
Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, no later than **4:00 P.M. (EDT/EST), Wednesday, May 26, 2021.** Failure to comply with providing the above-required information for the Committee’s review may result in disqualification of that firm. Inquiries should be directed to the Director of Purchasing at the above address, or by telephone 240-313-2330.

NOTE: Washington County Government has limited access to the Washington County Administration Complex at 100 West Washington Street, Hagerstown, Maryland until further notice. All Proposers shall allow ample time for delivery of their proposal packets. Delivery of proposal packets via-courier service or United States Postal Service (USPS) will be accepted. Those proposers who wish to deliver their proposal packets in person will need to call 240-313-2330 to receive instructions.

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, Maryland do not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the undersigned at 240-313-2330 Voice, TDD Dial 7-1-1 to make arrangements no later than seven (7) calendar days prior to the Pre-Proposal Teleconference.

Inquiries regarding this request should be directed to Rick F. Curry, CPPO – Director of Purchasing at 240-313-2330. The Board of County Commissioners of Washington County, Maryland 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 and/or all proposals, and to waive formalities, informalities and technicalities therein and to take whatever action is in the best interest of Washington County., Maryland 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, Maryland.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND



COORDINATING COMMITTEE

PUR-1504 REQUEST FOR SUBMITTALS REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL PROPOSALS AND PRICE PROPOSALS FOR

CONSTRUCTION/BUILDING INSPECTION SERVICES FOR A REQUIREMENTS CONTRACT

April 23, 2021

I. INTRODUCTION

- A. Capable firms holding the qualifications stated herein are hereby invited to submit a proposal to provide construction/building inspection services for a variety of construction projects throughout Washington County.
- B. Requirements contracts will be in effect for a period of two (2) years from the execution of any Agreement, tentatively to commence June 1, 2021 and end May 30, 2022 with a provision for up to three (3) one (1) year extensions. For the initial two (2) years of the Contract, there will be no increase applied to the labor rates. For each of the three (3) one (1) year ~~extensions~~ a three (3%) percent increase will automatically be applied to all labor rates of the prior contract term's rates. The Consultant shall submit a letter of intent one hundred and twenty (120) calendar days prior to expiration. The letter of intent shall indicate the consultant's intention to renew the contract or allow the contract to expire. All renewals shall be subject to written approval by the County a minimum of ninety (90) calendar days prior to expiration.
- C. Interested firms shall provide Qualifications & Experience / Technical (Q & E) submittals concurrent with Price Proposals in a separately sealed envelope. It is the County's intent to open and review each firm's Q & E to evaluate qualifications and experience. If the Q & E is deemed acceptable, the envelope containing the firm's Price Proposal will then be opened. For those Q & Es considered nonresponsive, the envelope containing the related Price Proposal will be returned unopened to the respective firm(s).
- D. For the purposes of this request, the **Consultant** shall be interpreted to mean the successful bidder. The **County** shall be interpreted to mean the Chief Engineer of Washington County, Maryland or a chosen representative; the individual representative may vary by project. The **Contractor** shall be understood to mean the party performing the work under a construction contract. **Inspector** shall be understood to mean any of the four (4) inspector classifications employed by the **Consultant** and outlined below in Section II (Services).

II. SERVICES

- A. The Washington County Division of Engineering and Construction Management seeks construction inspection services as well as field and laboratory services to provide appropriate construction inspection for various projects. Typical projects will include construction or maintenance of roads, traffic signals, bridges, drainage structures, waterlines, sewer lines, buildings or any similar public improvement projects. The inspection services may be performed for various Divisions and Departments within the County (**consisting of the Highway Department; Parks & Facilities; Real Property Administrator; Hagerstown Regional Airport; Transit; Engineering and Construction Department, and within the Division of Environmental Management (consisting of the Department of Water Quality and Department of Solid Waste)**). Full time and/or part time inspection may be required. The number and type of inspectors required is variable, dependent upon individual project schedules and County ~~ms~~
- B. Construction inspection services will be defined and paid for under five (5) classifications, **Construction Inspector, Senior Construction Inspector, Building Inspector, Senior Building Inspector, and Construction Manager/Engineer**. The Construction Inspector will typically serve as inspectors on pavement maintenance, road, bridge, drainage, traffic and utility projects while the Building Inspector classifications will typically serve as inspectors on building renovation, building addition and building construction projects.
- C. **This is a requirements contract; therefore, Consultant inspectors will be utilized on an as-needed basis with no guarantee of a maximum or minimum number of hours. The current pavement maintenance contract includes 4,500 inspector hours and 60,000 miles. Hours and mileage for other infrastructure projects vary.**
- D. The County will establish the number and classification of inspector(s) necessary for each project assignment with a written Notice to Proceed. The number of hours anticipated for each inspector classification as well as the estimated duration will be included in the Notice to Proceed. Unless directed otherwise in writing, all project assignments shall be assigned to the lower-level inspector classification (i.e., construction inspector or building inspector).
- E. Inspectors are not necessarily guaranteed forty (40) hours per week. Inclement weather, project shutdowns, and intermittent work schedules may affect the individual Inspector schedules. In the event an Inspector is specifically directed to report for duty and when no contractor activity will occur, the County may direct the Inspector(s) to suspend work for the day. In this event, the County will accept a two (2) hour show-up time charge.
- F. The County reserves the right to contract with other consultants and/or government agencies to perform construction inspection services of a given specialty or which the consultant is unable to adequately staff.
- G. The Consultant shall be aware of the geographic boundaries of the County and provide the services under this contract at any project located within Washington County, Maryland. The County reserves the right to require that inspector(s) reside within fifty (50) driving miles of zip

code 21740. The distance from the inspector's residential zip code to the zip code above shall be stated for each inspector proposed.

- H. On occasion, the County requires field and laboratory services independent of the inspection services described above. These services may be required during the design phase of a project, with no inspector on site, as well as the construction phase. The Consultant shall provide all-inclusive fees for the field and laboratory services below. The all-inclusive fee shall include yet not be limited to sample collection, delivery to the lab, reporting, material, equipment, mobilization, and laboratory fees.
1. Four (4) inch diameter asphalt core, each, (minimum of three (3) per order). Maintenance of traffic, reporting of GAB or stone section thickness, and reports including photos of each core, core locations, asphalt and GAB/stone thickness shall be included as part of this work. Cold patch will be acceptable for patching core holes on improvement projects that will address the pavement at a later date.
 2. Standard Penetration Test, to include soil description(s), blows, depth, and notes, each, (minimum of three (3) per order).
 3. Dynamic Cone Penetrometer to include blows, depth, notes, each, (minimum of three (3) per order).
 4. Moisture Density Relations of Soils in accordance with AASHTO T 99 01, each, (minimum of three (3) per order).
 5. Modified Proctor test in accordance with AASHTO T 180 01, each, (minimum of three (3) per order).
 6. Atterberg Limit tests, consisting of liquid limit, plastic limit, and plasticity index in accordance with ASTM D 4318, each, (minimum of three (3) per order).
 7. Sieve Analyses with washed No. 200 sieve test in accordance with ASTM D 422, each, (minimum of three (3) per order).
 8. Moisture Content test in accordance with ASTM D 2216, each, (minimum of three (3) per order).
 9. California Bearing Ratio test in accordance with ASTM D 1883, each, (minimum of three (3) per order).
 10. Concrete Cylinder make, cure, and break, each, (Four (4) concrete cylinders are required for each set per order. One each 7-day cylinder, two each 28-day cylinder, and one each "hold" cylinder).
 11. Nuclear gauge test for density/moisture in accordance with ASTM D6938, each,

(minimum of three (3) per order).

12. Test pit for locating utilities, each, (minimum of five [5] per order). The work will be based on 0-3 CY per test pit and a 4' maximum test pit depth. The work will include maintenance of traffic, backfill with compaction to applicable specifications, and patching of existing surface to match existing conditions.

III. SCOPE OF WORK

- A. The work effort will consist of providing inspection services for various construction and renovation projects located throughout the County, as described above.
- B. The Inspector will be the County's on-site representative, responsible for communicating and coordinating with the Contractor, the County's Project Manager, Engineer, and/or Architect. Communication will vary by verbal and written format, to include e-mail, memo, and letter. Changes in plan and schedule will require County approval.
- C. The Inspector will routinely be the County's single representative on site and shall act accordingly in seeing that the project activities and conditions are well documented. The Inspector will be responsible for seeing that the work is implemented in accordance with the plans and specifications. All actions and/or substitutions not in accordance with the plans and/or specifications shall be documented and communicated immediately to the Contractor and the County.
- D. The Inspector shall be capable of reading and interpreting construction plans and project specifications. This includes, but is not limited to, HVAC plans, mechanical plans, electrical plans, architectural plans and structural details for the Building Inspector classifications and roadway plans, stormwater management plans, traffic control plans, maintenance of traffic plans, and utilities for Construction Inspector Classifications.
- E. All Inspectors shall be capable of performing plan and field measurements, calculating quantities and calculating pay estimates.
- F. The Inspector shall be capable of reading both bar chart and critical path method (CPM) schedules. When provided with a schedule, the Inspector shall record and communicate schedule discrepancies to the County and the Contractor. The Inspector shall record current, changing, and forecasted weather conditions, as well as site conditions, and advise the County and the Contractor when such conditions may affect scheduled activities.
- G. The Inspector shall be capable of using a personal computer, including Microsoft Word, Excel and Outlook.
- H. The Inspector shall report to the County or the senior inspector at the project site on time in accordance with the contractor's schedule and/or direction from the County.

- I. The Inspector shall review the plans and specifications then advise the County of potential issues in advance when possible. Inspection shall include a thorough review and job specific knowledge of all applicable project documents, including plans, specifications, cost estimate, and schedule.
- J. The Inspector shall document meetings that occur on the site or as directed by the County. Documentation must include date, time, attendees, issues discussed and decisions/direction given.
- K. The Inspector shall inspect the materials and installation methods in accordance with the approved plans and specifications; check shop drawings, mix designs, and material certifications, for compliance with project specifications.
- L. The Inspector shall be responsible for all transportation to, from, and between sites, as well as delivery of documents and materials as necessary.
- M. In addition to the equipment and material necessary to perform the tasks described herein, the Consultant shall supply their personnel with the equipment below. Note regarding Items two (2) through four (4), in most instances where the project duration is greater than six (6) months and/or the project value exceeds one million dollars, a computer, a printer, and web access will be provided by the construction contractor. One exception to the above is pavement maintenance (overlay) projects.
 - 1. Cellular telephone with voice mail, e-mail, web access, and countywide service
 - 2. Computer capable of receiving, modifying, and sending Microsoft Word and Microsoft
 - 3. Excel files electronically. (Minimum of one per site where not provided for otherwise)
 - 4. Computer capable of downloading, labeling, and recording digital photos to CD. A flash drive storage of photos is an acceptable alternative, but the consultant shall still provide the inspector with a computer with a CD disk drive. (Minimum of one per site where not provided for otherwise)
 - 5. Printer with paper and ink. (Minimum of one per site where not provided for otherwise)
 - 6. Engineer and/or architectural scales
 - 7. Miscellaneous drafting equipment necessary to write and prepare sketches
 - 8. Calculator with tape
 - 9. Bound diary

10. Twenty-five (25) foot measuring tape
 11. Mechanical Thermometer
 12. Digital infrared thermometer
 13. 12MP minimum digital camera (phones shall not be used for record keeping purposes)
 14. SHA Standard Specification for Construction Materials, latest edition
 15. Orange Marking paint, two (2) cans of marking paint are required on the project at all times. The total number of cans on a project will vary depending on the type of work. The consultant shall plan accordingly.
 16. Compact disks and/or two (2) 32 GB portable USB drives
 17. Copy of the Scope of Work under this Contract
 18. Equipment to perform concrete slump and air entrainment tests, as needed.
 19. Lock level, survey level, tripod and rod,
 20. All personal safety equipment required by OSHA regulations
- N. The Inspector shall have in his possession at all times on site, a digital camera capable of providing photographs to record normal daily progress of the work and to record and identify damage to problem areas, as necessary. All photos shall become the property of Washington County, Maryland. The consultant shall provide printed photos via color printer; electronic files shall be provided on CD. All photos shall be documented with the following information: project title, location and date.
- O. The Inspector may be required to perform concrete slump and air entrainment tests in accordance with ACI Specifications.
- P. The Inspector may be required to inspect elevation and grade.
- Q. Quality assurance (QA) testing, including, but not necessarily limited to executing QA plans and logging QA reports.
- R. Office trailers are typically furnished for long-term projects with full time inspection. However, office trailers are not always furnished. The Consultant shall prepare and equip inspectors to work from a vehicle when office trailers are not provided.
- S. The basis of specification for roadwork and ancillary items is the SHA Standard Specification for Construction and Materials, 2008 with addenda; modified by the County as necessary.

Standard Specifications for the Construction of Sanitary Sewer and Water Mains will be provided by the County as needed.

- T. The Inspector shall be responsible for reviewing monthly estimates for Contractor payment with the County. The inspector shall attach or submit all supporting documentation with the monthly estimate for review and approval.
- U. The Inspector shall be responsible for the oversight and monitoring of contractor and/or independent material testing. The consultant shall be familiar with and make arrangements for offsite laboratory testing when called for in the project specification. Payment for such testing will be the responsibility of the County and/or the Contractor.
- V. The Inspector shall strictly monitor the quantities of all line items being incorporated in the contract and shall advise the County in advance of any need to increase any line-item quantity.
- W. The Inspector shall compare approved shop drawings and submittals with materials actually being incorporated in the work, review and make recommendations to the County on acceptance or rejection on all tests. Refuse any work and/or material not properly sampled and/or certified. Collect, log, and file material samples and certifications in accordance with the specification, as applicable.
- X. The Inspector shall inspect and report upon the sediment and erosion control plan. Refuse any work and/or material not properly installed. Refuse subsequent work until the sediment and erosion control installation is acceptable.
- Y. The Inspector shall inspect and report upon the traffic control plan. Refuse any work and/or material not properly installed. Refuse subsequent work until the traffic control installation is acceptable.
- Z. The Inspector shall monitor condition of all excavations, subsurface conditions and backfill. Record condition in daily construction log. Review and maintain copies of OSHA/MOSH Excavation Plans.
- AA. The Inspector shall notify the County in advance of scheduled major tests, inspections, or start of phases of work.
- BB. The Inspector shall generate correspondence and supporting material needed for the preparation of change orders. The County will prepare the final change order document.
- CC. The Inspector shall not authorize the Contractor to pursue any work for which the inspector does not have an executed change order or other documented authorization, unless an emergency situation exists.
- DD. The Inspector shall conduct a semi-final inspection of the work performed and prepare a detailed punch list of all items requiring corrective action.

- EE. The Inspector may be assigned to various project sites during scheduled work hours. The inspectors may be required, within reason, to be on-call 24 hours to address emergency situations. Emergency contact telephone numbers may be required at the pre-construction meeting, on an individual project basis.
- FF. The Inspector shall prepare and maintain:
1. Daily construction reports compiled in a log, including sketches and computation sheets, pay items and changes from the designated plans. These reports shall be signed and dated by the inspector and the construction contractor's superintendent.
 2. Bound daily project diary supplied by the Consultant with sketches.
 3. Contract item ledger sheets for each pay item, including contingencies showing daily use and total to date.
 4. Files containing approved shop drawings, material certification, test results, mix designs, invoice requests and change orders.
 5. A red-lined plan reflecting the as-built conditions. The plan must be of suitable accuracy and clarity so that the County can prepare the final drafted as-built plan from the information it contains.

IV. QUALIFICATIONS

All Inspectors must have prior field experience on projects similar in scope and nature to those described herein. The resume of each Inspector shall clearly indicate such experience.

A. CONSTRUCTION INSPECTOR

1. Shall hold a minimum of three (3) years of construction inspection experience of the nature required by the individual request, and/or NICET Level II.
2. Be certified by the Maryland Department of Environment Water Management Administration to perform sediment and erosion control inspection.
3. Hold a current Flagger certification card, as approved by The Maryland State Highway Administration. A current Temporary Traffic Control Manager certification as approved by the Maryland State Highway Administration would meet the flagger certification requirement.
4. Hold a Valid Driver's License.
5. Be capable of communicating effectively both verbally and in writing.

6. Be capable of performing, at a minimum, the job tasks identified in the scope of this request.
7. Maryland State Highway Administration MARTCEP "HMA Field Technician" and "Concrete Field Technician" Certifications.
8. An engineering degree does not necessarily meet the requirements specified herein.

B. SENIOR CONSTRUCTION INSPECTOR

1. Shall hold the minimum qualifications stated above for a Construction Inspector.
2. Shall hold a minimum of seven (7) years of construction inspection experience of the nature required by the individual request, and/or NICET Level IV.
3. Shall hold Maryland State Highway Administration certification for "Soils and Aggregate Compaction Technician", and "Pavement Marking Technician" relevant to the project assignment.

C. BUILDING INSPECTOR

The primary assignments of the Building Inspector classifications under this contract will be inspection of planned capital project construction and renovation, not code enforcement services.

1. Must have at least three (3) years of building inspection experience of the nature required by the individual request.
2. An ICC Commercial Building Inspector Certification, while not necessary, may be considered as meeting the requirements specified herein.
3. Be certified by the Maryland Department of Environment Water Management Administration to perform sediment and erosion control inspection.
4. Be able to communicate effectively both verbally and in writing.
5. Valid Driver's License.
6. Must have thorough knowledge of the current IBC Code as published by the International Code Council.
7. Be capable of performing, at a minimum, the job tasks identified in the scope of this request.
8. An engineering or architecture degree does not necessarily meet the requirements

specified herein.

D. SENIOR BUILDING INSPECTOR

1. Shall hold the minimum qualifications stated above for a Building Inspector.
2. Must have at least seven (7) years of building construction inspection experience of the nature required by the individual request.
3. Any combination of ICC Commercial Building Inspector, Commercial Energy Inspector, Commercial Energy Plans Examiner, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Mechanical Plans Examiner Plumbing Plans Examiner Electrical Inspector, Electrical Plans Examiner while not necessary, may be considered as meeting the requirements specified herein.
4. Must have thorough knowledge of the latest Washington County adopted International Residential Code and International Building Code as published by the as published by the International Code Council and locally amended.
5. Must have general knowledge of the latest Washington County adopted International Plumbing Code, as published by the International Code Council and as locally amended. Must have general knowledge of the latest Washington County adopted National Electrical Code, as published by the National Fire Protection Association and locally amended.
6. Must have general knowledge of the latest Washington County adopted International Mechanical Code, as published by the National Fire Protection Association and locally amended.
7. Be capable of performing, at a minimum, the job tasks identified in the scope of this request.

E. CONSTRUCTION MANAGER/ENGINEER (for Schedule Update/Impact Reviews)

1. Must have at least seven (7) years construction management experience of the nature required by the individual request or five (5) years construction management experience and with a State of Maryland Engineer In-Training license or Construction Manager In-Training certification.
2. Must hold a bachelor's degree in construction management, civil engineering, civil engineering technology, or other related field. A Certified Construction Manager (CCM) through the Construction Management Association of America (CMAA) is an acceptable equivalent.
3. While not necessary, a State of Maryland professional engineering license or a

professional Construction Manager certification will be considered satisfactory in the meeting the requirements specified herein for such work.

V. INSURANCE

- A. The successful Consultant must show prior to the execution of the agreement evidence of appropriate Insurance as outlined in the attached copy of Washington County's Policy of *Insurance Requirements for Independent Contractors* (Attachment No. 1).
- B. Professional Liability -The successful Consultant must also show prior to the execution of the Agreement 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.
- C. Failure to maintain such insurance shall be grounds for immediate termination of the contract.

VI. COMPENSATION

- A. The Consultant will be compensated for the inspector based on the hourly rate bid, regardless hours per week, day of week, or holidays. A listing of County holidays is included as Attachment No. 2.
- B. The Consultant shall submit a monthly invoice. Each invoice shall include a summary of weekly time sheets, signed by the County, documenting the time charged for each Inspector reporting to each project.
- C. Weather, project schedule, etc. may affect the Consultant's work schedule. The County Representative may notify the Consultant of schedule changes at any time.
- D. Time charges for inspection shall be based on the time the inspector is at the project site. Travel time between the site and the inspector's office or residence is not reimbursable. Travel mileage between the site and the inspector's home office or residence is reimbursable; up to 50 miles each way, 100 miles maximum per day. Travel time and mileage during the workday to and from the County Engineer's Office, testing lab, or between construction sites is reimbursable. Time spent at the County Engineer's Office, testing lab, or other approved locations is reimbursable.
- E. Inspection assignments will be reimbursed from individual Purchase Orders issued with the assignment. The reimbursement rate for travel mileage will be established at the maximum IRS allowable rate when the purchase order is issued. The reimbursement rate will then remain in effect for the duration of the assignment.
- F. During any contract term, contracted rates as stated on a project's associated Purchase Order shall remain in effect until the completion of that project, unless there is an explicit alternative request from the contractor for a project with subsequent approval of the Board of County Commissioners of Washington County, Maryland.

- G. All hourly fees shall include training, certification, supervision, office support, testing and testing equipment, fringe benefits, printing, profit, incidentals and out-of-pocket costs necessary to accomplish the tasks required by this request. No other expenses beyond those specifically identified in this request are eligible for payment.
- H. Should the consultant wish renew the contract, he shall submit such a request in the aforementioned letter of intent to the County a minimum of one hundred and twenty (120) calendar days prior to expiration of the current contract period. Such requests will be evaluated and, if required, presented to the Board of County Commissioners of Washington County, Maryland with a recommendation from staff.
- I. The Proposal Form (Attachment No. 3) shall be completed and submitted as shown.

VII. CONSULTANT AGREEMENT

The successful Consultant will be required to enter into a contract agreement with the County. The format of the contract agreement requirements to be executed is attached for your use. (Attachment No. 4).

VIII. 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.

IX. PROPOSAL SUBMITTALS

- A. A complete proposal will be comprised of Two (2) individually and separately sealed envelopes. The first shall be the Qualifications & Experience / Technical (Q & E) Proposal. The second shall be the Price Proposal. **(ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL THAT INCLUDES PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)**
- B. A Coordinating Committee comprised of the Deputy Director of Engineering & Construction Management - Construction, Deputy Director of Engineering and Construction Management - Engineering, Deputy Director of Environmental Management, Construction Inspector- Division

- C. of Engineering and Construction Management, and the Director of Purchasing will first review the Q&E proposal to determine which firms are responsive and responsible. The approval or disapproval of the Q&E proposal will be based upon response to this request as well as past performance with Washington County, Maryland and others. No assumptions should be made on the part of the Consultant as to this Committee's prior knowledge of a Consultant's abilities.
- D. Upon completion of the Q&E review, the Coordinating Committee will schedule interviews with those firms deemed responsive and responsible. The Coordinating Committee reserves the right to schedule interviews within ten (10) calendar days of the request to interview.
- E. The County holds the right to interview each consultant independently. The interview will include twenty (20) minutes for Consultant presentations to the Committee, followed by a question-and-answer period in which the committee may ask the Consultant questions regarding the presentation and/or Q&E submittal.
- F. Upon completion of the Q&E interviews, the committee may reconsider those Consultant(s) deemed responsive and responsible. The price proposals of those remaining responsive and responsible will be opened to determine the lowest responsive responsible bidder.
- G. 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 Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>. The County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal. All work shall be done in accordance with Washington County, Maryland Standards and those of any State or Federal agencies having jurisdiction.
- H. The Qualification and Experience submittal shall include (as a minimum) the following:
1. Standard Form 330 listing only those projects similar to those proposed herein, containing the resumes of only the staff to be assigned to this project proposed classification for each individual.
 2. A separate listing of all proposed management and staff, including proposed grade. Indicate assignments held during the minimum experience period required herein.
 3. Statement by the Consultant of their ability both in experience and available manpower to meet the requirements contained herein.
 4. The proposal must be accompanied by a fully executed Affidavit (Attachment No. 5) executed by the Consultant, or in case the Consultant is a corporation, by a duly authorized representative of the Consultant, on the form provided.
 5. Conclusion, remarks and/or supplemental information pertinent to this request.

- I. The Price Proposal shall include the proposal form contained herein (Attachment No. 3).
- J. Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to provide to the County the services set forth herein.
- K. Price proposals that accompany Q&E submittals determined to be unacceptable to the Coordinating Committee will be returned unopened to the Consultant.
- L. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will be considered nonresponsive and will be returned unopened.
- M. Contract award is anticipated within forty-five (45) calendar days after the receipt of proposals. The contract will be awarded to the Consultant whose proposal, conforming to this request, will be 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 this RFP.
- N. Proposals must give the full name and address of proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- O. Proposals may not be altered or amended after they are opened.
- P. Consultants are advised that all responses submitted are subject to public inspection and disclosure pursuant to Maryland's Public Information Act, Md. Code Ann., General Provisions Article, Title 4. If there are portions of the response that the respondent considers a trade secret, confidential commercial information, or confidential financial information pursuant to General Provisions § 4-335, the response must include a statement in **CONSPICUOUS BOLD TYPE** on the cover page of the submittal that portions of the response are subject to non-disclosure as commercial information. The portion of the response that is deemed a trade secret or commercial information must be stamped, highlighted, flagged, or otherwise identified in an obvious, noticeable, and eye-catching manner.
- Q. 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."

X. METHOD OF AWARD AND TERMINATION

- A. The contract will be awarded to the lowest responsive, responsible proposer, as determined by the selection committee's review. Once a list of qualified consultants has been established the lowest responsive, responsible proposer will be determined by the value in the bottom of the proposal form named "TOTAL PROPOSAL AMOUNT – (Total Sum of Subtotals for Item

Nos. 1 thru 16)”

1. The number of hours and tests included in the bid form shall not be construed as estimated hours. They have been established solely for the purpose of comparing the competitive proposals and establishing the low proposal.
- B. The contract will terminate by means of expiration in the event one or both parties elect(s) not to renew in the aforementioned Letter of Intent.
- C. Upon contract award, the County may identify proposed staff that is considered unacceptable to perform the services described herein. Of the acceptable staff, the County reserves the right to request specific staff. The Consultant shall make every reasonable effort to accommodate such requests. Repeated failure to accommodate such requests may be cause for the County to terminate the contract. Because this is a requirements contract, there is no guaranteed minimum or maximum number of hours or tests for this effort.
- D. The personnel assigned to a project by the Consultant shall be approved by the County and shall remain on the project for the duration of the required service. If a change in inspection personnel is required due to circumstances beyond the control of the Consultant, the following will be required:
 1. Written notice shall be given to the County at least two (2) weeks in advance, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel will not meet the approval of the County.
 2. Substitute personnel shall, as a minimum, meet the qualifications required herein. The Consultant shall submit a resume of prior experience and training for review and approval. Repeated requests of this nature may be cause for the County to terminate the contract.
 3. Personnel changes shall not be cause for increase of hourly rates.
- E. Should the Consultant remove or attempt to replace personnel without written approval by the Division of Engineering & Construction Management, the County may terminate the contract. The Consultant shall be liable to the County for any cost incurred resulting from no site inspection of construction and/or for any costs to provide additional services either by County personnel or others. Such cost shall be reimbursed to the County and/or deducted from the Consultant's fee.
- F. The County reserves the right to reject any of the Consultant's personnel, including any replacement personnel, at any time without explanation or recourse.

XI. RESERVATIONS

The County reserves the right to request clarification of information submitted or to request additional information about any proposer as it may reasonably require and may 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 Washington County, Maryland. The County reserves the right to not hold discussion after award of the contract.

XII. PRE-PROPOSAL TELECONFERENCE

Due to the Coronavirus (COVID-19) pandemic the Washington County Purchasing Department has canceled all in-person meetings. A Pre-Proposal Teleconference will be held on **Monday, May 3, 2021 at 11:00 A.M. (EDT/EST)**. All interested proposers wishing to take part in the meeting shall call 240-313-2330 to receive instructions prior to this teleconference. All interested proposers are requested to take part in the teleconference call. Participation in the teleconference is not mandatory but is strongly encouraged.

XIII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS:

Any Proposer who finds discrepancies in, or omissions from the documents or who is in doubt as to their meaning, should at once request in writing an interpretation from Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, **FAX: 240-313-2331**; or send questions in Microsoft Word platform via email to: purchasingquestions@washco-md.net.

All necessary interpretations will be issued to all Proposers in the form of addenda to the specifications, and such addenda shall become part of the contract documents. **Requests received after 4:00 P.M., (EDT/EST), Wednesday, May 12, 2021 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 Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

XIV. TERMS AND CONDITIONS

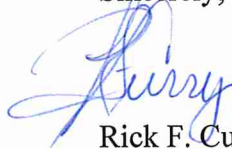
- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended Consultant if the successful Consultant does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. Any agreement or contract resulting from the acceptance of proposal shall be on forms 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 Public Works.

- 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 priorwritten approval of the Washington County Director of Public Works.
- 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. The Consultant shall abide by and comply with the true intent of the RFP 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.
- G. **Under the terms of the agreement, other political jurisdictions within Washington County, Maryland may utilize the services provided from this agreement. All terms and conditions shall be in effect. Other political jurisdictions shall reserve the right to accept or reject the Contract entered into by the County. The successful proposer shall receive project assignments independently of the County and all financial transactions shall be conducted separately by each agency.**

Interested firms shall provide one (1) original and five (5) copies of Qualifications and Experience Submittal including Standard Form 330 enclosed in a sealed opaque envelope marked "**Q & E – Construction/ Building Inspection Services (PUR-1504)**" and one (1) original and five (5) copies of the Price Proposal in a separately sealed opaque envelope marked "**Price Proposal –Construction/Building Inspection Services (PUR-1504)**" no later than **4:00 P.M. (EDT/EST), Wednesday, May 26, 2021**, to the office of Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740, telephone 240-313-2330.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals, to waive technicalities and to take whatever action is in the best interest of Washington County. Inquiries regarding this request should be directed to **Rick F. Curry, CPPO, Director of Purchasing, telephone 240-313-2330, FAX 240-313-2331.**

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

RFC/llb

Attachments (5)

cc (email): Coordinating Committee

Summary of Attachments

Construction/Building Inspection Services

Washington County, Maryland

PUR-1504

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PUR-1504
CONSTRUCTION/BUILDING INSPECTION SERVICES

SUMMARY OF ATTACHMENTS

ATTACHMENT NO. 1 – Insurance Requirements for Independent Contractors

ATTACHMENT NO. 2 – Washington County Holiday Schedule

ATTACHMENT NO. 3 – Proposal Form

ATTACHMENT NO. 4 – Agreement

ATTACHMENT NO. 5 – Affidavit

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, Maryland.

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 the **Board of County Commissioners of Washington County, Maryland 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, Maryland.

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, Maryland 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, Maryland, 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

2021 / 2022 HOLIDAY SCHEDULE

Holiday	2021	2022
New Year's Day	Friday, January 1, 2021	Saturday, January 1, 2022 (observed Monday, Jan. 3, 2022)
Martin Luther King's Birthday	Monday, January 18, 2021	Monday, January 17, 2022
President's Day	Monday, February 15, 2021	Monday, February 21, 2022
Good Friday	Friday, April 2, 2021	Friday, April 15, 2022
Memorial Day	Monday, May 31, 2021	Monday, May 30, 2022
Independence Day	Sunday, July 4, 2021 (observed Monday, July 5, 2021)	Monday, July 4, 2022
Labor Day	Monday, September 6, 2021	Monday, September 5, 2022
Veteran's Day	Thursday, November 11, 2021	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 25, 2021	Thursday, November 24, 2022
Friday after Thanksgiving	Friday, November 26, 2021	Friday, November 25, 2022
Christmas Eve	Friday, December 24, 2021	Saturday, December 24, 2022 (observed Friday, Dec. 23, 2022)
Christmas Day	Sunday, December 25, 2021 (observed Monday, Dec. 27, 2021)	Sunday, December 25, 2022 (observed Monday, December 26, 2022)
New Year's Eve	Saturday, December 31, 2021	Saturday, December 31, 2022 (observed Friday, Dec. 30, 2022)

PUR-1504
 BOARD OF COUNTY COMMISSIONERS OF
 WASHINGTON COUNTY, MARYLAND

CONSTRUCTION/BUILDING INSPECTION
 SERVICES REQUIREMENTS

PROPOSAL FORM

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and

Addenda No. _____; No. _____; Dated _____; No. _____; Dated _____

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.).

Item No.	Description of Item Written Hourly or Unit Price	Hourly or Unit Price (Figures)	Approx. Hours or Units	Total Price (Figures)
1	SENIOR CONSTRUCTION INSPECTOR – Hourly Rate for Straight Time @ _____ Dollars (Written) _____ Cents per Hour (Written)	\$ _____ (Figures)	500	\$ _____ (Figures)

Item No.	Description of Item Written Hourly or Unit Price	Hourly or Unit Price (Figures)	Approx. Hours or Units	Total Price (Figures)
2	CONSTRUCTION INSPECTOR – Hourly Rate for Straight Time @ _____ Dollars (Written) _____ Cents per Hour (Written)	\$ _____ (Figures)	250	\$ _____ (Figures)
3	SENIOR BUILDING INSPECTOR – Hourly Rate for Straight Time @ _____ Dollars (Written) _____ Cents per Hour (Written)	\$ _____ (Figures)	500	\$ _____ (Figures)
4	BUILDING INSPECTOR – Hourly Rate for Straight Time @ _____ Dollars (Written) _____ Cents per Hour (Written)	\$ _____ (Figures)	250	\$ _____ (Figures)
5	CONSTRUCTION MANAGER/ENGINEER – Hourly Rate for Straight Time @ _____ Dollars (Written) _____ Cents per Hour (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)

Item No.	Description of Item Written Hourly or Unit Price	Hourly or Unit Price (Figures)	Approx. Hours or Units	Total Price (Figures)
6	Four-inch diameter asphalt Core – minimum three/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
7	Standard Penetration test – minimum three/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
8	Moisture Density test – minimum three/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
9	Modified Proctor test – minimum three/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)

Item No.	Description of Item Written Hourly or Unit Price	Hourly or Unit Price (Figures)	Approx. Hours or Units	Total Price (Figures)
10	Atterberg Limits test – minimum three/order @ _____ Dollars _____ Cents per Each _____ (Written)	\$ _____ _____ (Figures)	50	\$ _____ _____ (Figures)
11	Sieve Analyses with washed sieve – minimum three/order @ _____ Dollars _____ Cents per Each _____ (Written)	\$ _____ _____ (Figures)	50	\$ _____ _____ (Figures)
12	Moisture Content – minimum three/order @ _____ Dollars _____ Cents per Each _____ (Written)	\$ _____ _____ (Figures)	50	\$ _____ _____ (Figures)
13	California Bearing Ratio – minimum three/order @ _____ Dollars _____ Cents per Each _____ (Written)	\$ _____ _____ (Figures)	50	\$ _____ _____ (Figures)

Item No.	Description of Item Written Hourly or Unit Price	Hourly or Unit Price (Figures)	Approx. Hours or Units	Total Price (Figures)
14	Concrete Cylinder Make and Break – Four (4) concrete cylinders (one each 7-day cylinder, two each 28-day cylinder, and one each “hold” cylinder @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
15	Nuclear Gauge test for Density/Moisture – minimum three/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
16	Test Pits for locating utilities – minimum five/order @ _____ Dollars (Written) _____ Cents per Each (Written)	\$ _____ (Figures)	50	\$ _____ (Figures)
TOTAL PROPOSAL AMOUNT (Total Sum of Subtotals for Item Nos. 1 thru 16)		\$ _____	(Figures)	

CONSULTANT MUST SIGN BELOW:

By signing here, the firm does hereby attest that it has fully read 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: _____ Federal Employer's Identification No. _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

**PUR-1504 PRIMARY AGREEMENT
BY AND BETWEEN
BOARD OF WASHINGTON COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

AND

I. PARTIES

This Primary (or Stand-by) Agreement (the "Agreement") is made and entered into by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a subdivision of the State of Maryland (the "County"), and _____ (the "Consultant").

(This section included in Stand-by Agreement) The Consultant agrees and acknowledges that this Agreement is a stand-by agreement and not the primary agreement relating to the County's Request for Proposal (PUR-1504) dated April 23, 2021. The Consultant is fully aware that the County has contemporaneously entered into an agreement with _____ which will perform all services contemplated under PUR-1504. In the event _____ is unable to perform any of the services requested at any time, then the Consultant agrees that it will perform the services requested.

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 April 23, 2021, and all addenda, (the "RFP") and the Consultant's Proposal dated _____, 2021 (the "Proposal"), the contents of said RFP and Proposal are 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. TERM

The term of this Agreement is for a two (2) year period beginning June 1, 2021 and ending on

May 31, 2023, with the sole option by the County to renew said Agreement for up to three (3) consecutive one (1) year periods. For the initial two (2) years of the Contract, there will be no increase applied to the labor rates during. For each of the three (3) one (1) year extensions, a three (3%) percent increase will automatically be applied to all labor rates of the prior contract term's rates.

IV. 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. The specific service and schedule requirements shall be established prior to issuing the Notice to Proceed.

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 authority for issuance of a Termination Notice in accordance with Section V of this Agreement, except wherein circumstances beyond the control of the Consultant and so concurred in writing by the County shall warrant alteration, adjustment or deviation from the schedule.

V. 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 this 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 this Agreement, immediately, without notice or opportunity to cure.
- B. If the County shall determine that termination is in the best interest of the County the County may terminate this Agreement. Any termination shall be affected by delivery to the Consultant of a Notice of Termination specifying the basis for the termination, the extent to which performance of work is terminated, and the effective date of such 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 therefrom 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.

VI. 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 the 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.

VII. 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. 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.

VIII. 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.

IX. 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 XV of this Agreement.

X. 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.

XI. COUNTY FURNISHED DATA

All information, data, reports, records, and maps as are existing 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 will 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.

XII. DATA RELEASE

The type and quantity of data to be provided by the Consultant as the product of this effort is defined in the Proposal and/or the SCOPE OF EFFORT, 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 study 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 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.

XIII. REPORTS

Reports are to be provided as specified in the RFP.

XIV. MEETINGS

When requested by the County Project Manager or other officer of the Department of Engineering & Construction Management (the "Department"), selected employees of the Consultant shall attend meetings, conferences and presentations with County staff, public agencies, private organizations and others concerned with this project.

XV. PAYMENT

The Consultant hereby agrees to undertake the services to be provided at the following hourly rates as set forth in the RFP and the proposal:

Sr. Construction Inspector Hourly Rate/Straight Time	\$ /hr.
Construction Inspector Hourly Rate/Straight Time	\$ /hr.
Sr. Building Inspector Hourly Rate/Straight Time	\$ /hr.
Building Inspector Hourly Rate/Straight Time	\$ /hr.
Construction Manager/Engineer Hourly Rate/Straight Time	\$ /hr.
Four Inch Diameter Asphalt Core - Minimum Three/Order	\$ /ea.

Standard Penetration Test - Minimum Three/Order	\$ /ea.
Moisture Density Test - Minimum Three/Order	\$ /ea.
Modified Proctor Test - Minimum Three/Order	\$ /ea.
Atterberg Limits Test - Minimum Three/Order	\$ /ea.
Sieve Analyses with Washed Sieve - Minimum Three/Order	\$ /ea.
Moisture Content - Minimum Three/Order	\$ /ea.
California Bearing Ratio - Minimum Three/Order	\$ /ea.
Concrete Cylinder Make & Break Min. (1) 7-Day and (1) 28 Day/Order	\$ /ea.
Nuclear Gauge test for Density/Moisture Min. Three/Order	\$ /ea.
Test Pits for locating utilities Min. Five/Order	\$ /ea.

County-directed adjustments in direction or emphasis of the work effort shall not be considered as adequate justification for cost re-negotiation of the prices or hourly rates provided for herein, provided such adjustments do not constitute a change in the general scope of the services to be provided.

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 person-hours (number 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.

XVI. METHOD OF PAYMENT

The Consultant will, at the designated time each month, submit on its standard form an invoice for services rendered under this Agreement. Each invoice shall include the following: (1) the name of the project, (2) the type of inspector and the service rendered by each, (3) the price for the service rendered (if hourly price, then the number of hours multiplied by the hourly rate), and (4) mileage reimbursement (the total miles per day multiplied by the reimbursement rate). In addition, the Consultant shall submit a monthly report which shall indicate progress during the billing period of each of the projects, and the status of the various work products which the Consultant is required to furnish as part of this Agreement.

The Consultant will submit the original and two (2) copies of the invoice directly to the Department. This invoice will be reviewed and verified for work accomplished as set forth in the

statement of work and schedule (Sections II and IV of this Agreement) and, when certified as acceptable, will be forwarded to the County Finance Officer for payment.

In event of dispute or defective work (Section VI and VIII 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.

XVII. 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 any project on which services under this Agreement shall be rendered.

XVIII. EQUAL EMPLOYMENT

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

The Consultant will 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, 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, 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 shall continue to comply with all Federal, State and local laws and regulations pertaining to equal opportunity and equal employment practices.

XIX. 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 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.

XX. 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.

XXI. 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 shall not hold the County liable or responsible 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 mentioned in subparagraph (A), (B) and (C) of this section.

XXII. 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.

XXIII. 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 thereunder shall be subcontracted, assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department.

XXIV. 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.

The Consultant may be subject to liquidated damages, if so stipulated in the RFP, for failure to meet the schedule described in Section IV of this Agreement. Such damages will not be assessed for excusable delays as described above.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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 of the County.

XXIX. 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 V. 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 this 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.

XXX. 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 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 V.
- 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.

XXXI. CHOICE OF LAW/VENUE

- A. This Agreement was made and entered into in Maryland and is to be construed under the laws of Maryland. As to the Consultant, this Agreement is intended to be a contract under seal and a specialty.
- B. The laws of Maryland 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.
- C. The parties agree that any legal proceedings arising out of this Agreement shall be filed in the Circuit Court for Washington County, Maryland, if appropriate, or otherwise, any court of competent jurisdiction in the State of Maryland.

XXXII. 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;
- E. That the facts and matters set forth hereafter in the Affidavit and Signature Page attached to this Agreement and made a part hereof are true and correct.

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

XXXIII. 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, Election Law Article, Title 14, as amended from time to time, to which the Consultant may be subject.

IN WITNESS WHEREOF, the parties have caused this Agreement **PUR-1504** to be executed on _____, 2021, by affixing hereon their respective seals and signatures of the proper officers.

ATTEST:

Secretary

APPROVED AND AGREED TO:

BY: _____ (SEAL)

Title

Address _____

ATTEST:

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

Krista L. Hart, Clerk

BY: _____ (SEAL)
Jeffery A. Cline, President

Recommended for approval:

Scott Hobbs
Director, Engineering and Construction

Management Approved as to form and content:

Kirk C. Downey
County Attorney

PUR-150
WASHINGTON COUNTY MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

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

Contractor _____

Address _____

Telephone _____

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
(Month) (Year)
above 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, Maryland, 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, Maryland 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, Maryland 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