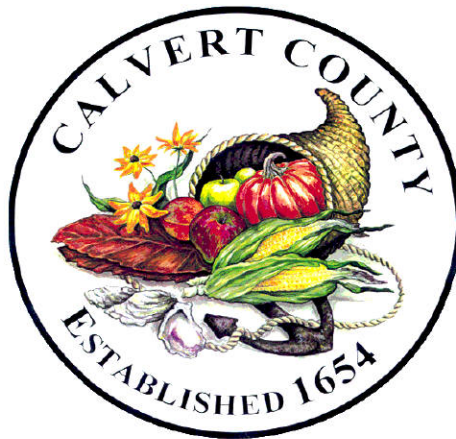


**REQUEST FOR PROPOSAL**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF**  
**CALVERT COUNTY**  
**PRINCE FREDERICK, MARYLAND 20678**



**PROFESSIONAL ARCHITECT/ENGINEERING SERVICES**  
**FOR DESIGN OF THE MT. HOPE CONVENIENCE CENTER**  
**RFP NUMBER – PURCH 2009-014**

Purchasing Office  
County Services Plaza  
150 Main Street, Suite 105  
Prince Frederick, Maryland  
410-535-1600 Ext. 2322  
301-855-1243 Ext. 2322  
[destepcm@co.cal.md.us](mailto:destepcm@co.cal.md.us)

**DUE DATE:** Wednesday, December 17, 2008 by 2:30 p.m.

**PRE-BID MEETING:** Thursday, December 4, 2008 at 10:00 a.m.  
County Services Plaza  
150 Main Street  
Conference Room, Suite 102  
Prince Frederick, MD 20678



## **INVITATION TO BID CALVERT COUNTY GOVERNMENT**

Bids must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. Calvert County reserves the right to reject bids improperly labeled. The envelope must also show the bidders name and address.

### **SEALED BID**

#### **TO BE DELIVERED AND OPENED BY:**

**CALVERT COUNTY GOVERNMENT  
PURCHASING OFFICE  
COUNTY SERVICES PLAZA  
150 MAIN STREET, SUITE 105  
PRINCE FREDERICK, MARYLAND 20678**

**BID TITLE:** \_\_\_\_\_  
**BID NUMBER:** \_\_\_\_\_  
**BID DATE:** \_\_\_\_\_ **BID TIME:** \_\_\_\_\_





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PURCHASING OFFICE  
COUNTY SERVICES PLAZA  
150 MAIN STREET, SUITE 105  
PRINCE FREDERICK, MARYLAND 20678**

**BID TITLE:** \_\_\_\_\_  
**BID NUMBER:** \_\_\_\_\_  
**BID DATE:** \_\_\_\_\_ **BID TIME:** \_\_\_\_\_



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## **NOTICE TO ARCHITECT/ENGINEERS**

Proposals are due on or before Wednesday, December 17, 2008 by 2:30 p.m. and will be opened immediately thereafter for acknowledgement purposes of receipt only in the County Services Plaza Conference Room, 150 Main Street, 1<sup>st</sup> Floor, Prince Frederick, Maryland 20678 for:

|                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>RFP NUMBER – PURCH 2009-014</b><br/><b>PROFESSIONAL ARCHITECT/ENGINEERING SERVICES</b><br/><b>FOR DESIGN OF THE MT. HOPE CONVENIENCE CENTER</b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|

Proposals shall be submitted in **two SEALED ENVELOPES**, one envelope shall contain Architect/Engineer's proposal and the second envelope shall contain all vendor's pricing information, with the yellow labels we have provided affixed to the front of each envelope. Each label shall be fully filled out and indicate which envelope contains the proposal and which one contains price information. Calvert County reserves the right to reject proposals improperly labeled. The envelopes must also show the Architect/Engineer's name and address.

A pre-bid meeting will be held on Thursday, December 4, 2008 at 10:00 a.m. at the County Services Plaza, 150 Main Street, Conference Room, Suite 102, Prince Frederick, Maryland 20678.

Proposal(s) should be mailed or hand delivered to the following:

CALVERT COUNTY GOVERNMENT PURCHASING OFFICE  
150 MAIN STREET; SUITE 105  
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by County employees other than the Purchasing Office is not deemed proper delivery. Where proposals are sent by mail to the Purchasing Office, the Architect/Engineer shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the mail is delayed beyond the date and hour set for the proposal closing, proposals will not be accepted.

Changes in the phraseology of the proposal, additional or limiting provisions will render the proposal invalid and will cause its rejection.

Changes to the Request for Proposal shall be made only in writing and copies will be mailed to all known prospective Architect/Engineers. The County Commissioners assume no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all proposals shall be binding for ninety (90) calendar days following the proposal opening date, unless extended by mutual consent of all parties.

The proposal will be based upon "cost plus" fee for each phase of the project and signed by an authorized official of the organization. Phase V, the Construction Award Phase, will be issued as a change order to this contract as it will be awarded under a separate contract, if necessary.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County may require.

If the Architect/Engineer to whom an award is made shall fail to execute the contract, the award may be annulled and the contract awarded to the next most responsive, responsible Architect/Engineer, and such vendor shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made; or the Board of County Commissioners of Calvert County may reject all of the proposals, as its interests may require.

Architect/Engineer must examine the scope of work carefully, and should make a personal examination of the location and nature of the proposed work. In case doubt shall arise as to the meaning or intent of anything in the scope of work, inquiry should be made to the Purchasing Office before the proposal is submitted. The submission of a proposal shall indicate that the Architect/Engineer thoroughly understands the terms of the scope of work.

Architect/Engineer shall execute the following forms and include them as part of their proposal:

- (a) Required Response to RFP (outlined on page 10 and 11)
- (b) Non-Discrimination in Employment
- (c) Hold Harmless Agreement
- (d) Anti-Bribery Affirmation Affidavit of Qualification to Respond
- (e) Limits of Insurance

The results for this RFP will be posted on the County's web site at [www.co.cal.md.us](http://www.co.cal.md.us).

No Architect/Engineer may withdraw his proposal within 90 days after the opening thereof.

ARCHITECT/ENGINEER FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SIGNATURE OF AUTHORIZED AGENT: \_\_\_\_\_

TITLE OF AGENT: \_\_\_\_\_

PRINTED NAME OF AGENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**Calvert County Division of Solid Waste**

**Request for Proposal (RFP)  
RFP NUMBER – PURCH 2009-014**

**Professional Engineering Services For Design of the  
Mt. Hope Convenience Center**

The Board of County Commissioners of Calvert County is soliciting proposals for professional engineering services for the design and reconfiguration of the solid waste collection and recycling convenience center in Sunderland, Maryland. The main objective of reconstructing this facility is to provide a site that is safe, convenient, and easily accessible to residents that drop off their household trash and recyclables.

**I. BACKGROUND**

The existing Mt. Hope Convenience Center is located at 96 Pushaw Station Road, Sunderland, Maryland. The Mt. Hope Convenience Center is the most used customer convenience center in Calvert County. Following is a list of problems with the current location (see attached aerial map):

- A. Due to size constraints, the existing location has an inefficient layout and poor vehicular circulation causing a significant queue during times of heavy volume. Residents drive into the site and park on a small looped driveway where they must walk across traffic ways to place their trash and recyclables in the designated boxes.
- B. Due to the poor site layout, box pickup occurs in close proximity to residents utilizing the convenience center. This causes great concern due to the hazardous nature of the box pickup operation as well as contributing to increased vehicle queuing.

Therefore, the County is seeking to remodel this existing convenience center to offer residents a safe, convenient, and efficient facility to unload their household trash and recyclables.

**II. SCOPE OF WORK**

The selected consultant shall act as consultant to the Calvert County Department of Public Works, Bureau of Utilities and shall be responsible for the survey, design, permitting, and contract administration required for the construction of a remodeled convenience center. The existing Mt. Hope Convenience Center is to remain operational until the proposed improvements are complete. The existing salt dome shall be demolished as part of this project to allow for construction of the proposed convenience center improvements. Upon the completed construction of the proposed convenience improvements, the new salt dome (designed by others) will be constructed at the location of the existing convenience center operations. The flow of traffic shall be evaluated with respect to all the County users both present and future. In addition to usage by the Division of Solid Waste, this property is used

by the following County Divisions: Highway Maintenance, Buildings and Grounds, and Parks and Recreation, as well as County patrons using the facilities and a cellular service provider who maintains a cell tower on the site. The site shall incorporate a circular flow of traffic and shall be designed to allow residents easy and convenient access to the convenience center. Additionally, since the site has multiple users, traffic flows must be a major consideration in the design of proposed improvements and to provide safe ingress and egress for all users of the County property.

The proposed convenience center improvements are to utilize the existing well and septic systems currently in use by the other facilities on site. Additionally an assessment of and recommendations for continued operation of the existing well and septic systems for the other facilities onsite including additional loading from the proposed convenience center improvements are also required. All work shall be prepared under the direction of professionals licensed in the State of Maryland. Calvert County Department of Public Works, Bureau of Utilities, shall provide the selected Consultant with the following preliminary documents and information upon award:

- A. Existing County Topographical Map (based on 2003 LIDAR with +/- 2 foot accuracy);
- B. Current Access Road/Intersection Aerial Map; and
- C. Site Survey with Easements and Property Boundaries.

Following is an outline of the phasing requirements for the project.

### **Phase I – Location, Concept Plan and Preliminary Construction Cost Estimation**

In this phase, the consultant shall:

- a. Conduct Project Review Meeting;
- b. Establish Design Schedule;
- c. Develop and Provide a Property Survey (establish a horizontal control network to tie to existing boundary of property);
- d. Develop and Provide a Traverse Survey;
- e. Develop and Provide a Metes and Bounds Survey;
- f. Develop and Provide a Topographic Survey (establish vertical control with at least 2 permanent field bench marks);
- g. Develop and Provide an Existing Easement Survey;
- h. Develop and Provide an Existing Right of Way Survey;
- i. Develop and Provide a Wetland Delineation and Environmental Impact Study
- j. Develop and Provide a Forest Conservation / Reforestation Study
- k. Develop and Provide a Geotechnical Evaluation;
- l. Develop and Provide an Existing Utility Survey;
- m. Conduct Test Pitting

- n. Develop and Provide an Existing Well and Septic System Location and Evaluation;
- o. Develop and Provide a Preliminary Drainage Investigation;
- p. Develop and Provide a Geometric Traffic Patterns and Flow Concepts;
- q. Develop and Provide a Temporary Traffic Control Concepts;
- r. Develop and Provide a Traffic Safety Plan;
- s. Develop and Provide a Design Concept and Survey Plan;
- t. Develop and Provide a Preliminary Cost Estimate; and
- u. Conduct Concept and Survey Review Meeting.

The selected consultant shall submit six (6) copies of the concept plan along with a preliminary construction cost estimate that will be used to determine the budget allowance for construction of the facility. The documents shall be submitted to the Calvert County Department of Public Works, Bureau of Utilities, for review within 60 (sixty) calendar days of the start of this contract. The selected consultant shall address comments/concerns, if any, and resubmit. Once the concept plan is approved, the Calvert County Bureau of Utilities will issue written notice to proceed with Phase II.

### **Phase II– Proposed Grading and Preliminary Design Phase at 30%**

Utilizing the concept plan, consultant shall develop site layout plan indicating all existing and proposed physical features.

The convenience center must be sized, at a minimum, to accommodate the following:

- a. Two recessed stationary compactors with compactor roll off box – (anticipated 40 cy);
- b. One recessed commingled roll off box – (anticipated 30 cy);
- c. One recessed cardboard/paper recycling roll off box–(anticipated 40 cy);
- d. One recessed open top metal recycling box (no Freon appliances) – (anticipated 40 cy);
- e. Two clothing recycling container at grade;
- f. One used oil collection tanks – (anticipated 480 gallon specifications will be provided by County) at grade;
- g. Two used oil filter collection drums at grade;
- h. One used antifreeze collection tank at grade;
- i. One electronic recycling container at grade;
- j. One used cell phone cart (anticipated 64 gallon cart) at grade;
- k. One used wet cell battery collection area at grade;
- l. One used propane tank collection area at grade;
- m. A covered area shall be designed for used oil, used antifreeze collection tanks, and used oil filter drums. In addition, a hazardous spill containment area shall be designed for the used oil, used oil filter and used antifreeze tank to meet all local, state, and federal rules and regulations.; and

- n. The site shall also provide accommodations for the staff that shall include a small climate controlled office with one restroom facility, approximately one hundred and forty-four (144) square feet. The current water and sewer systems shall be evaluated by the consultant for the feasibility of reuse and, if needed, additional drain field recovery areas shall be designed and permitted by the consultant as part of the project scope. Should a new water system/well or a septic treatment process be required a change order to this contract will be issued for the additional design services.

Develop a proposed site grading plan minimizing to the fullest extent as possible the exporting of on site cuts and the import of off site fill (balance site cut to fill).

Provide earthwork volume summary report.

Conduct a site layout and grading plan review meeting.

The selected consultant shall submit six (6) copies of the site layout plan and proposed grading plan along with the earthwork volume summary report. The documents shall be submitted to the Calvert County Department of Public Works, Bureau of Utilities, for review within 30 (thirty) calendar days of the submission of the design concept and survey plan. The selected consultant shall address comments/concerns, if any, and resubmit. Once the site layout plan and proposed grading plan is approved, the selected consultant shall complete the Concept Review Request form and present the approved site layout and grading plan to the Technical Evaluation Group for concept review. After approval of the site layout/grading plan review submission, the Calvert County Bureau of Utilities will issue written notice to proceed with Phase III.

### **Phase III–Design Phase at 60%**

Utilizing the site layout plan and grading plan develop the following.

- a. Sediment and Erosion Control Design;
- b. Storm Water Management Plan, Including Storm Drainage and Storm Water Management Computations Report;
- c. Drainage System Piping, Oil Water Separator Locations and Discharge Locations;
- d. Supporting Utility Design; Existing Well Water Line Extension and Proposed Septic System Permitting and Future Recovery Area;
- e. Applicable Permitting;
- f. Foundation Design;
- g. Retaining Wall Design;
- h. Pavement Design;
- i. Building Design/Building Elevations;
- j. Temporary Traffic Control Plan;

- k. Landscaping Plan;
- m. Lighting Plan;
- n. Constructability Review; and
- o. Quantity Take-Offs, Special Provisions and Construction Cost Estimate.

Conduct a 60% submission review meeting.

#### Site Plan Review Submittal Application Preparation

The selected consultant shall take the approved 60% design plan and develop a Site Plan Submittal Package to be submitted to the Calvert County Planning and Zoning Department for site plan review. The plans must address all applicable rules and regulations including, but not limited to, sediment and erosion control, stormwater design, forest conservation (if applicable) and Calvert County Road Ordinance (for pavement design). The package must include Completed Site Plan Application, Site Plan Checklist, 600 Scale Maps, Forest Conservation Worksheet and Traffic Impact Analysis (TIA) Form (if applicable). The selected consultant shall also begin the permitting process for the septic system and additional septic recovery systems as necessary.

As part of the site plan review process, the selected consultant should anticipate meetings to include, but not limited to, a submittal review meeting, Technical Evaluation Group meeting, meetings with review agencies, coordination with utility companies (if necessary) and applicable revisions will also require a Technical Evaluation Group meeting. Prior to the Technical Evaluation Group presentation, the submission must first be submitted to the Calvert County Department of Public Works, Bureau of Utilities, for review within 30 thirty calendar days from the submission of the 30% Design Site Layout/Grading Plan phase. The selected consultant shall address comments/concerns, if any, and resubmit. Necessary revisions resulting from the Technical Evaluation Group comments must be presented again and accompanied by a Site Plan Revision Review Cover sheet.

The Design Development phase will be considered complete when preliminary site plan approval is obtained. After approval of the design phase at 60% plan review submission, the Calvert County Bureau of Utilities will issue written notice to proceed with Phase IV.

#### **Phase IV – Final Design & Bidding Phase**

During this phase, the selected consultant shall finalize all aspects of the design including but not limited to, the following: layout plan; grading plan; drainage plan and profiles; water service plan and profile; retaining wall design; access walkways; covered roof areas; concrete pads; building design including plumbing, electrical and mechanical systems, septic system and recovery area; finalization of permits for work within SHA right of way;

landscaping plan; sediment and erosion control plan; stormwater management; entrance design; temporary traffic control phasing plan; permanent traffic signage; lighting plan; striping plan; utility plan and profiles; and notes, details and specifications. Under the direction of and in conjunction with the Department of Public Works, Bureau of Utilities, the Consultant shall coordinate the preparation of final bid specifications, special provisions and contract documents. All design shall be in accordance with all applicable rules and regulations for the site to ensure a complete design in accordance with all applicable regulations including Calvert County, SCS standards, Stormwater Management Ordinance, SHA, MDE, and all other applicable standards. The final submission must be submitted to the Calvert County Department of Public Works, Bureau of Utilities, for review within 90 (ninety) calendar days from the submission of the 60% Design phase. The selected consultant shall address comments/concerns, if any, and resubmit. After the Bureau of Utility's approval, the selected consultant shall supervise circulation of construction documents through reviewing agencies to obtain final site plan approvals and obtain all necessary permits. The selected consultant shall also provide all necessary mylars and distribution copies required by Planning and Zoning for the site plan approval process.

Consultant shall deliver six (6) hard copies of both the plans and specifications along with an electronic copy of the plans and specifications (one hard copy of plans to be mylars). Plans shall be in Autocad Version 2005 or later and specifications shall be in Microsoft Word Version 2003 or later. In addition, consultant shall provide two (2) copies of a final detailed construction cost estimate.

The Calvert County Purchasing Office will be responsible for advertising the Invitation to Bid ("ITB") in accordance with the Calvert County Code of Public Law. In addition, the Purchasing Office shall make copies of the approved plans and specifications for distribution to potential bidders.

As part of the bidding process, the selected consultant, in conjunction with the Department of Public Works, Bureau of Utilities, and the Purchasing Office will be responsible for conducting a pre-bid meeting, recording and distributing meeting minutes and preparing all necessary addenda. Upon receipt of bids, the selected consultant shall assist the County in the evaluation of bids. The County shall provide a recommendation of award.

#### **Phase V - Construction Award Phase (AWARDED BY CHANGE ORDER ONLY)**

In this phase, the selected consultant shall, in conjunction with the Department of Public Works, Bureau of Utilities, provide for basic contract administration including shop drawing review, provide a field inspector, approve contractor's monthly invoices for payment, conduct monthly progress meetings, record and distribute meeting minutes, prepare

preliminary punch list inspection list, and final inspection. In addition, the selected consultant shall act as the point of contact for the contractor and Department of Public Works, Bureau of Utilities, should any questions arise concerning the site design and shall be responsible for any design changes that are required during construction. Field representative cost shall be shown separately as a daily charge for services required.

Upon completion of construction, the consultant shall submit the final signed and sealed "as-built" mylars along with two (2) hard copies of the "as-built" plans to the Calvert County Bureau of Utilities. This shall also include Forestation and Easement Plats suitable for recordation. In addition, an electronic copy of the "as-built" plans shall be provided. Electronic copies of the plans shall be in Autocad 2005 or later.

### **III. TECHNICAL AND FEE PROPOSAL**

In order to facilitate the review by the consultant selection committee, the following information shall be required of each and every proposal submitted:

- A. Listing of organizations, prime consultant and sub-consultants included in the project team including each area of responsibility for each organization.
- B. A brief discussion of consultant's project understanding and scope of services outlining key points and project approach.
- C. Incorporating the requested phasing schedule outlined, for each phase identified. The timeframe includes a schedule for deliverables, and in-house DPW/County meeting/presentations. A graphical representation of the proposed schedule shall be included.
- D. A brief discussion of three similar projects the organizations on your team have completed in the last five years. The listing shall include for whom the project was completed and a reference that the selection committee may contact including current phone numbers.
- E. The name and contact information for the project manager along with a listing of key personnel and team members with a brief bio related to their qualifications, related task experience and tasks to which they will be assigned. Upon award, cell phone, pager and emergency numbers and emails shall also be provided.
- F. Disclose any work for other clients that may affect or be affected by work under this contract.
- G. Cost of services for the proposed projects and plans. Costs shall be broken down by each phase (I through IV) with man-hours for each phase. Costs shall include all fees

associated with profit, overhead and miscellaneous fees such as but not limited to: mileage, vehicle fuel, prints, copies and postage. No mark-up on direct costs will be permitted. The County shall incur all fees associated with permits as required. Phase V will be awarded as a separate contract upon completion of the design phases, if necessary.

- H. Proposals shall be limited in length to 15 pages with printing on both sides allowed and should focus on project approach and similar projects being submitted for reference. Promotional brochures containing general firm information are not being requested and should not be included.
- I. Costs for preparation of requested proposals shall be borne by those submitting proposals.
- J. Calvert County anticipates choosing a consultant shortly after the selection process is complete. The price proposal shall remain fixed and firm for 90 days for consultant selection.

## **GENERAL TERMS AND CONDITIONS**

### **I. Prohibition Against Uniform Pricing**

Calvert County encourages open and competitive pricing by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions. By virtue of submitting a proposal, the proposing Architect/Engineer guarantees that it has not been a party with other Architect/Engineers to an agreement to offer a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Architect/Engineers. Any disclosure to or acquisition by a competitive Architect/Engineer, in advance of the closing date for this RFP, of the terms or conditions of a proposal submitted by another competitor shall render the entire proceedings void and shall require re-starting the RFP process.

### **II. Indemnification**

Nothing contained in the proposal shall be construed to constitute the Architect/Engineer an agent of the County Commissioners.

The proposing Architect/Engineer shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the County in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the agreement recipient or his employees, of the subcontractor or his employees, if any, the agreement recipient shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the agreement recipient shall at his own expense, satisfy and discharge the same.

The proposing Architect/Engineer expressly understands and agrees that any insurance protection required by this Request for Proposal or subsequent contract, or otherwise provided by the agreement recipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

### **III. Scheduling and Deadlines**

A project schedule outlining the time-line and estimated completion date (in days) for each phase shall be included with proposal in addition to a graphical representation of the proposed schedule.

Failure to progress as outlined in Architect/Engineer's submitted proposal is unacceptable. Extensions may be allowed at the discretion of the County. Time is of the essence and should the

Architect/Engineer not adhere to their proposed schedule, this will be taken into consideration during the County's selection process of future professional service requests submitted by the Architect/Engineer.

#### **IV. Construction Cost Estimate**

The Construction Cost Estimate shall be the total cost or estimated cost of all elements of the Project designed or specified by the Architect/Engineer. The Construction Cost Estimate shall be based on current market conditions, including reasonable allowances for overhead and profit, contingencies, the cost of labor and materials furnished by the Owner, and any equipment which has been designed, specified, and by the Architect/Engineer. The Construction Cost Estimate shall not include the compensation of the Architect/Engineer and the Architect/Engineer's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the County.

If Cost Estimate prepared by the Architect/Engineer is exceeded by the lowest bona fide bid or negotiated proposal, the County shall (1) authorize rebidding or renegotiating of the project within a reasonable time, (2) abandon or terminate the project in accordance with paragraph (X), except that no termination expenses shall be paid to the Architect/Engineer, or (3) revise the project scope and quality as required to reduce the Construction Cost Estimate. In the case of (3), if the lowest responsible bid price is in excess of fifteen percent (15%) higher than the Construction Cost Estimate, the Architect/Engineer shall, at Owner's request, provide all services necessary to rebid or renegotiate the Project at no additional cost to the Owner.

#### **V. Responsibility of the Architect/Engineer**

##### **A. Quality and Completeness of Work**

1. The Architect/Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, electronic data, specifications, reports, systems performance and other services furnished by the Architect/Engineer under this Agreement. The Architect/Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Architect/Engineer's designs, drawings, specifications, reports, and other services. Should Construction change orders exceed 20% as a result of the quality of the Architect/Engineer's design the Architect/Engineer will be responsible for those charges in excess of 20%.
2. The Architect/Engineer shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable County requirements in effect on the date of execution of this Agreement.

3. The Architect/Engineer acknowledges and agrees that approval by the County of the Schematic Design Documents, Design Development Documents and/or Construction Documents in no manner whatsoever relieves the Architect/Engineer of responsibility for the adequacy, fitness, completeness, suitability and correctness of the architectural and/or engineering design.

## **B. Existing Conditions**

The Architect/Engineer is responsible for obtaining all necessary information on existing soil conditions (including such information regarding ground water conditions as would be required by a prudent bidder), grades and lines of streets, pavements, and adjoining properties, the rights, restrictions, easements, boundaries and contours of the site, and information as to sewers, storm water drains, water mains, and other utilities or structures, as required. The County agrees to pay for the cost of additional surveys, borings, test pits, and chemical, mechanical or other tests only when required due to a significant change in the Scope of Work, provided they are authorized, in writing in advance, by the County.

## **C. Liability**

1. The Architect/Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to the County caused by the Architect/Engineer's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the County, County-furnished data or any third party. Where innovative processes or techniques are recommended by the Architect/Engineer and are used, the Architect/Engineer shall be liable only for gross negligence to the extent of such use.
2. If any monies available through Federal or State funding is identified", or any portion of available funds, is denied to the County due to fault or error of the Architect/Engineer, the County shall be reimbursed by the Architect/Engineer for the amount of funds denied. The Architect/Engineer is responsible for meeting all design requirements of funding agencies, the proper and timely preparation of applications for submission by the County, and for meeting any other requirements, which are the responsibility of the Architect/Engineer.

## **D. Employment of Consultants**

If it is necessary for the Architect/Engineer to employ a consultant for any work related to the Project, the Architect/Engineer shall name and reflect the fee of the consultant in the proposal. Except in the case of persons regularly employed by the Architect/Engineer, the Architect/Engineer agrees not to employ any such consultant without having first submitted

the name to and obtained, in writing, the approval of the County, nor change that employment after award of this contract for the Architect/Engineer's services without like approval.

#### **E. Assignment of Personnel**

Since dependence has been placed during the evaluation of the proposals on the personnel identified in the proposal as being assigned to this Project, these personnel and/or their assigned duties may not be changed without the approval of the Chief Engineer or designee.

#### **F. Compliance with Laws and County Building Code**

The Architect/Engineer agrees to comply with at least the minimum requirements of the County Building Code (as from time to time may be amended) and with all laws, ordinances, rules and regulations of the County or its political subdivisions applicable to the Project and pertaining to the construction of buildings or other structures, public health, sanitation, drainage, etc., with the National Fire Protection Association regulations and also with the United States Government, State of Maryland, Calvert County and other applicable governing agency requirements, where necessary.

### **VI. BREACH OF AGREEMENT**

- A. In the event the Architect/Engineer shall fail to comply with any of the conditions herein provided and as covered by the Agreement, the Department Head of the Department of Public Works shall notify the Architect/Engineer of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Architect/Engineer to remedy the same within said period, the Department Head of the Department of Public Works will authorize the services to be obtained from another qualified Architect/Engineer, with the difference between the actual cost paid and the defaulting Architect/Engineer to be deducted from any monies due the defaulting Architect/Engineer.
- B. In the event of the failure of the Architect/Engineer to remedy the same within said period, the Department Head of the Department of Public Works is authorized to seek to have this Agreement voided.
- C. In addition to those instances specifically referred to in other sections herein contained, the County shall have the right at its option to terminate the Agreement under any one or more of the following.

- 1. If the Architect/Engineer becomes insolvent.

2. If the Architect/Engineer makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided.
3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Architect/Engineer.
4. In the event the Architect/Engineer fails to commence work in accordance with the RFP.
5. In the event the Architect/Engineer shall abandon any portion of the work to be performed under the RFP for 30 days or more.
6. If the Architect/Engineer shall fail to fully and properly perform any or all of the conditions, covenants or agreements contained within the RFP.
7. If the Architect/Engineer shall sublet, assign, convey, or otherwise dispose of his Agreement or any portion thereof other than in accordance with the RFP.
9. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Architect/Engineer's property, financial affairs or business.
10. If the County Commissioners, upon the advice of the Contract Administrator, shall be of the opinion that the Architect/Engineer is not or has not been performing the Agreement in good faith and in accordance with the terms of the RFP.

## **VII. ACCEPTANCE OF PROPOSALS**

Calvert County intends to award an agreement to the Architect/Engineer that best satisfies the needs of the County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of an Architect/Engineer will be based upon both technical factors and price. The County reserves the right to request and conduct interviews with the three (3) highest evaluated firms. This request does not commit the County to award an Agreement. Contents of the proposal may become agreement obligations if an agreement ensues. The County may award an agreement solely on the basis of the proposal submitted without any additional negotiation. Failure of the Architect/Engineer to honor these obligations may result in cancellation of the award.

## **VIII. AWARD OR REJECTION OF PROPOSALS**

The Board of County Commissioners of Calvert County shall award the agreement to the most responsive and responsible Architect/Engineer that submits the response that, in the County's opinion, best serves the overall interest of the County and complies with all provisions of the Request for Proposal provided the proposal price is reasonable and it is in the best interest of the County to

accept the proposal. The County reserves the right to award an agreement by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject all proposals and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the County to do so. The County also reserves the right to reject the proposal of an Architect/Engineer who has previously failed to perform properly or complete an agreement of a similar nature on time, or a proposal of an Architect/Engineer in which an investigation reveals is not in a position to perform the agreement.

In determining the "most responsive, responsible Architect/Engineer", in addition to considering price and the evaluation factors for this RFP, the Commissioners or the official authorized to contract for the County shall consider:

1. The ability, capacity and skill of the Architect/Engineer to perform the agreement or provide the service required;
2. Whether the Architect/Engineer can provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Architect/Engineer;
4. The quality of performance of previous services;
5. The previous and current compliance by the Architect/Engineer with laws and ordinances relating to the service;
6. The sufficiency of the financial resources and ability of the Architect/Engineer to provide the service;
7. Whether the Architect/Engineer is in arrears to the County on any debt or service, or is delinquent as to any taxes or assessments; and
8. Ranking of proposals based upon pricing and their range with respect to the lowest and highest offeror. The offer with lowest and any other information that may have a bearing on the decision to award the service being provided.

#### **IX. AUTHORITY TO CHANGE SCOPE**

The scope of the Project may not be changed without approval in writing by the Department of Public Works.

#### **X. REVOCATION. CANCELLATIONS ASSIGNMENT OR SUBSTITUTION**

The County and the Architect/Engineer, respectively bind themselves, their partners, successors, assignees and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the County nor the Architect/Engineer shall assign, sublet or transfer any interest in this Agreement without the prior written consent of the other. In the event that death or other cause necessitates substitution by the County of another Architect/Engineer in place of the party hereto in order to complete the services called for in this Agreement, the Purchasing Agent shall determine the division of the fee between such substitute and the Architect/Engineer who is the party hereto, The County, acting through the Purchasing Office, may revoke or cancel this Agreement at any time, with or without cause, provided it pays the Architect/Engineer the proportionate fee for services properly provided to that point in time.

#### **XI. PROGRESS MEETINGS**

Monthly progress meetings shall be held during the design of the project, at the offices of the Department of Public Works. The Architect/Engineer shall provide a brief narrative describing the status of the Project, indicating problems, existing or anticipated, together with alternative solutions. The Architect/Engineer will take and distribute minutes of all meetings.

#### **XII. CASH FLOW ANALYSIS**

The Architect/Engineer shall prepare and submit to the Chief Engineer a cash flow analysis of the fee proposal within fifteen (15) days of the Notice to Proceed, The analysis shall cover the period through the Conditional Acceptance of the Work, and shall be updated quarterly.

#### **XIII. ARCHITECT/ENGINEER'S ACCOUNT RECORDS**

Records of reimbursable expenses and expenses pertaining to services performed in connection with the Project shall be kept on the basis of generally accepted accounting principles and shall be available to the County at mutually convenient times. For Federal and/or State funded projects, records shall be maintained for such periods as current Federal and State requirements direct.

#### **XIV. INCURRING COSTS**

The County is not liable for any costs incurred by the Architect/Engineer prior to issuance of the agreement.

#### **XV. COST AND PRICE INFORMATION**

All cost and price information submitted by the Architect/Engineer shall remain irrevocable for a period of 90 days from date of the submittal.

## **XVI. ADDENDA AND SUPPLEMENTS TO THE RFP**

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Architect/Engineer to make an adequate interpretation of the provisions of the RFP, a supplement to the RFP will be provided to the Architect/Engineer. The Architect/Engineer shall acknowledge in his proposal, the receipt of all addenda, supplements, amendments or changes to the RFP that were issued by the County.

## **XVII. DISCLOSURE OF CONTENTS OF PROPOSALS**

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and during and after proposal opening, the contents of a proposal or any document submitted with the proposal shall be open to public inspection.

However, Calvert County shall deny inspection of any part of a proposal that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). **IT WILL BE THE RESPONSIBILITY OF THE VENDOR OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIAL TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY.** Otherwise, the County disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to an Architect/Engineer as a result of the submission of restricted information, Calvert County Government shall have the right to duplicate, use or disclose the data to the extent, consistent with the County government's need in the procurement process.

An Architect/Engineer agrees to indemnify, protect and save harmless the Calvert County Government, its officers, agents, volunteer departments and their members, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

## **XVIII. PROHIBITED INTEREST**

No member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. In this Article, "local public body" means Calvert County, Maryland any political subdivision of the state or any agency of the state or political subdivision.

## **NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the Architect/Engineer agrees as follows:

1. The Architect/Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Architect/Engineer. The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Architect/Engineer, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Architect/Engineer will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

Contractor's Signature

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Printed Name of Contractor

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Company Name, Address

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Phone Number

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Date

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## **HOLD HARMLESS AGREEMENT**

The Contractor, \_\_\_\_\_, hereby agrees to indemnify and hold harmless and defend the County, its officials, agents, servants and employees from the payment of any sum or sums of money to any person whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing), all claims for liability, service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damage to property, claims, suits, costs, attorneys' fees, costs of investigation and of defense.

It is the intention of this paragraph to hold the Contractor, responsible for the payment of any and all claims, suits or liens, or any nature and character, in any way attributable to or asserted against the County and/or its officials, agents, servants, or employees as a result of the performance of this contract or asserted against both the County and the Contractor.

In addition to holding the County of Calvert harmless, the Contractor will provide the defense for the County of Calvert, its officials, agents, servants, and/or employees, and will pay the costs of that defense, subject to the approval of the County.

If the claim or action or suit brought charges the joining negligence of the County and the Contractor or that the County is liable because of the action of the Contractor for a failure to oversee and/or supervise the Contractor, the Contractor will hold the County, its officials, agents, servants and/or employees harmless and undertake to provide the County, its officials, agents, servants and/or employees a defense.

CONTRACTOR:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO RESPOND**

I HEREBY AFFIRM THAT:

1. I am the (Title)\_\_\_\_\_ and the authorized representative of the firm of (Name of Corporation)\_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the **Annotated Code of Maryland** or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).
3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.  
\_\_\_\_\_  
  
\_\_\_\_\_
4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, *et seq.*, of the State Finance and Procurement Article of the **Annotated Code of Maryland**, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

**I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## **LIMITS OF INSURANCE**

A. The Architect/Engineer and/or subcontractors shall not commence work under this agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name Calvert County as an additional insured. Self-insured Architect/Engineers shall submit an affidavit attesting to their self-insured coverage and shall name Calvert County as an additional insured.

### **B. Additional Insured**

1. The following shall be Additional Insured's: Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

### **C. Commercial General Liability Insurance**

During the life of this agreement the Architect/Engineer shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Independent Architect/Engineer Coverage;
3. Broad Form General Liability Extensions or equivalent; and
4. Per contract aggregate.

### **D. Automobile Liability Insurance**

During the life of this agreement the Architect/Engineer shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

### **E. Workers Compensation**

During the life of this agreement the Architect/Engineer shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract.

F. Errors and Omission

During the life of this agreement and until actual construction of the designed facility is completed and accepted by the County the Architect/Engineer shall procure and maintain Architects and Engineers Professional Liability Commercial Error and Omission Insurance, with limits of liability not less than \$1,000,000.00 per occurrence. The General Liability and Architects and Engineers forms shall be seamless.

G. Notice of Cancellation

Commercial General Liability Insurance, Automobile Liability Insurance, Workers Compensation insurance and Architects and Engineers Professional Liability Commercial Error and Omission Insurance as described above shall include an endorsement stating the following:

"Thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Calvert County, Attn: Purchasing, 150 Main St., Suite 105, Prince Frederick, MD 20678."

Prior to starting performance of the agreement and for each extension of this agreement, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance must be acceptable to the County. The Architect/Engineer must obtain at its own cost and keep in force and in effect during the term of the agreement and until actual construction of designed facility is complete and accepted by the County. The Architect/Engineer must provide a certificate of insurance prior to award of this agreement.

Architect/Engineer's  
Signature

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Printed Name of  
Architect/Engineer

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Insurance Provider

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Address

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Provider Phone Number

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Date of Insurance

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## **AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ in the year

\_\_\_\_\_, by and between \_\_\_\_\_  
hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.

WHEREAS, the agreement for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO ARCHITECT/ENGINEER  
RFP SPECIFICATIONS  
REQUIRED RESPONSE TO RFP  
NON-DISCRIMINATION IN EMPLOYMENT  
HOLD HARMLESS AGREEMENT  
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID  
LIMITS OF INSURANCE  
AGREEMENT

AND WHEREAS, the agreement has recently been awarded to the Architect/Engineer by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

And WHEREAS, it was one of the conditions of said award that a formal agreement should be executed by and between the Architect/Engineer and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Architect/Engineer does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the RFP in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said RFP documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said RFP documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Architect/Engineer that it will pay to the Architect/Engineer when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said \_\_\_\_\_

\_\_\_\_\_ and the Board of County Commissioners of Calvert County have caused these presents to be signed by their respective responsible officers.

ARCHITECT/ENGINEER NAME \_\_\_\_\_

AUTHORIZED AGREEMENT  
REPRESENTATIVE \_\_\_\_\_ (SEAL)  
SIGNATURE TITLE

WITNESS \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF CALVERT COUNTY \_\_\_\_\_ (SEAL)

WITNESS \_\_\_\_\_

APPROVED FOR LEGAL  
SUFFICIENCY ON \_\_\_\_\_  
BY:

\_\_\_\_\_  
COUNTY ATTORNEY