REQUEST FOR PROPOSALS

CHARLES COUNTY, MARYLAND

WALDORF URBAN REDEVELOPMENT CORRIDOR INFRASTRUCTURE IMPROVEMENTS STUDY

RFP NUMBER 15-16

October 23, 2014

Conducted For:
Charles County
Department of Planning and Growth Management
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PART I - INSTRUCTIONS TO OFFERORS
1.0  PREPARATION OF PROPOSAL

1.1  GENERAL PROPOSAL INFORMATION

The Charles County Commissioners are hereby requesting proposals from qualified, multi-disciplined engineering firms to survey, and prepare a base overall design for the construction of approximately 5,600 feet of roadway, sewerline, waterline, storm drainage, and stormwater management in the Waldorf area of the county from MD Business Route 5 (MD 5 Business) to Acton Lane. This project is a major component of the Waldorf Urban Redevelopment Corridor (WURC) which seeks to redevelop the area as a walkable, transit-oriented development, and integrate innovative stormwater management techniques, to achieve a green street design.

As used herein, the term “County” shall refer to the Government of Charles County, Maryland. The terms “bidder”, “offeror”, “proposer”, “quoter”, etc. shall be synonymous and shall mean the individual or firm submitting a response to this solicitation. In like manner, the terms “bid”, “offer”, “proposal”, “quote”, etc., shall be synonymous and shall refer to a response submitted to this solicitation. The term “Contract” shall mean the agreement between the County and the bidder selected, whether issued by formal contract, award letter, purchase order, or any other means acceptable to the County. The term “Contractor” and “ENGINEER” shall mean the bidder(s) selected for award, based upon the bid(s) submitted in response to this solicitation.

1.2  SOLICITATION FORMS

1.2.1  Cost Proposal Form

Cost proposals shall be submitted on the "Cost Proposal Form", attached hereto. All blank spaces of the form shall be fully completed in legible ink or typewritten. The Contractor shall provide per unit pricing for the Base Bid (Item 1). Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

1.2.2  Standard Form 330

Offerors shall submit a Statement of Qualifications (SF-330), which is available on the County’s Bid Board, as part of the Technical Proposal.

1.2.3  Additions/Modifications to Solicitation Forms

Modifications of or additions to the Cost Proposal Form or any other County form may be cause for rejection of the bid, however, the County reserves the right to decide, on a case by case basis, whether or not to reject such a bid as nonresponsive. As a precondition to bid acceptance, the County may, in its sole discretion, request that the offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.3  PROPOSAL CONTENT

Proposals must be responsive to the scope, specifications, and all other criteria specified herein. All blank spaces of required forms shall be fully completed. The proposed Total Cost shall include all work as stipulated in the Scope of Work. The proposal must be signed by an officer authorized to make a binding commitment for the firm proposing. No exceptions may be taken to the requirements of this solicitation.

All proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) days
from the due date.  
The copies of the Technical Proposal package shall include the following:
   a. Cover letter
   b. Narrative and submission requirements as described in Part III, Special Provisions (pg. III-1)
   c. Statement of Qualifications (SF-330)

The Original Proposal package shall include the following:

   a. Originals of all items contained in the Technical Proposal package (above);
   b. Cost Proposal Form;
   c. Addendum Certification;
   d. Intended Non-MBE Subcontractors Form;
   e. Charles County MBE Utilization Affidavit;
   f. Proposed MBE Subcontractors Form;
   g. SLBE Utilization Affidavit (if applicable);
   h. Official Letter of SLBE Intent (if applicable);
   i. Non-Collusion Affidavits; and
   j. Compact Disk (CD) of the entire Original Proposal package in pdf format.

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the contract.

1.4 PROPOSAL SUBMISSION

The Offeror shall submit eight (8) bound copies of the Technical Proposal package in one sealed envelope labeled with the Company’s name and address and marked “Technical Proposal”.

Offerors shall submit one (1) unbound and one (1) bound copy of the Original Proposal package, and a complete Original Proposal on a CD in pdf format. Original Proposals shall be submitted in separate sealed envelopes from the Technical Proposal package, labeled with the Company’s name and address, and marked “Original Proposal”.

Technical and Original Proposal envelopes shall be sealed in a package marked “RFP No. 15-16, Waldorf Urban Redevelopment Corridor Infrastructure Improvements Study – DO NOT OPEN” and submitted to:

Fred Shroyer, Chief of Purchasing  
Charles County Government

Address for USPS Mail delivery*:  
P.O. Box 2150  
La Plata, MD 20646

Physical address for courier delivery:  
200 Baltimore Street  
La Plata, MD 20646

*NOTE: Due to a remote USPS mail delivery site and Charles County mail processing times, additional time may be necessary for mail delivery. It is the Offeror’s responsibility to ensure that proposals are delivered to the Purchasing Office (Room #B130) before the due date and time. Any proposals not received timely will not be considered.
1.5 SOLICITATION SCHEDULE
This schedule may be subject to change. Offerors shall monitor the Bid Board accordingly for addendums.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Published</td>
<td>October 24, 2014</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>November 12, at 10:00 a.m.</td>
</tr>
<tr>
<td>Last Day for Questions</td>
<td>November 19, 2014 before 4:30 p.m.</td>
</tr>
<tr>
<td>Last Day for Addendums</td>
<td>November 25, 2014</td>
</tr>
<tr>
<td>Proposals Due to County</td>
<td>December 3, 2014 before 11:00 a.m.</td>
</tr>
</tbody>
</table>

1.6 PRE-PROPOSAL MEETING LOCATION
A pre-proposal meeting will be held at the Charles County Government building, 200 Baltimore Street, La Plata, MD. See Part I, Section 1.5 for the date and time.

1.7 SOLE POINT OF CONTACT
The Purchasing Representative identified herein is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offeror’s and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. OFFEROR’S OR ANY OF THEIR AUTHORIZED REPRESENTATIVES MAY NOT INITIATE CONTACT WITH CHARLES COUNTY GOVERNMENT OTHER THAN THE CONTACT IDENTIFIED BELOW, FOR ANY REASON DURING THE SOLICITATION PROCESS OR PRIOR TO FULL CONTRACT EXECUTION. Any communication outside this process may result in disqualification.

Purchasing Representative
Fred Shroyer, Chief of Purchasing
Purchasing Office
Email: shroyerf@charlescountymd.gov
Fax: (301) 645-0543

1.8 QUESTIONS
All inquiries concerning technical or bidding information should be directed in writing (via email or fax) with the solicitation number and name in the subject line to the Purchasing Representative identified in Part I, Section 1.7 – Sole Point of Contact. Please see the Solicitation Schedule, above, for the due date for questions.

1.9 DUE DATE FOR SUBMISSION OF PROPOSALS
Please see the Solicitation Schedule, above, for the due date and time for proposals. Proposals are due in the Purchasing Office (Room #B130) before the due date and time specified, and in accordance with Section 1.5 above. It is the Offeror’s responsibility to ensure that proposals are
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delivered to the Purchasing Office before the due date and time. Submission, modification, or withdrawal of proposals after the due date/time will NOT be considered.

1.10 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their bid, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, or changes to the solicitation will be made only by addendum duly issued, and will be posted on the County Bid Board found at www.charlescountymd.gov. Click on “Procurement Opportunities” and then “Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the bid prices, unless an alternate schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.11 PERFORMANCE DATA:

Offerors shall have the capability to provide the products and services required herein, and the ability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

1.12 SIGNATURES

The Cost Proposal Form must be signed by an officer authorized to make a binding commitment for the firm submitting the Proposal.

1.13 ORAL PRESENTATIONS/INTERVIEWS

The County may require selected Offerors to make oral presentations and/or conduct interviews of key staff proposed in order to clarify their proposals and/or conduct interviews of key staff proposed and to validate qualifications prior to acceptance by the County.

1.14 REJECTION OF BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an Offeror and the rejection of its proposal:

a. Evidence of collusion among Offerors.

b. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.

c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the Offeror.

d. Default on a previous similar contract for failure to perform.

e. Being delinquent in payments due to Charles County Government.

The County reserves the right to reject any/all proposals, to waive irregularities and/or
informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.15 ELIGIBILITY FOR AWARD

By submitting a proposal in response to this solicitation, the Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government. The firm certifies that it is not delinquent in any payments due to Charles County Government. The County reserves the right to refuse bids and/or not contract with firms in a delinquent payment status with Charles County Government.

1.16 ARITHMETICAL ERRORS

Any errors in computations may be corrected during the County’s review of the offers. The County shall not be responsible for offeror computation errors contained on the Cost Proposal Form. All values contained on the Cost Proposal Form remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity.

1.17 OFFEROR’S INVESTIGATIONS

If any person contemplating submitting a proposal in response to this solicitation is in doubt as to the true meaning of any part of the solicitation, they may submit to the County, a minimum of fourteen (14) calendar days prior to the scheduled due date, a written request for an interpretation or correction thereof. The person submitting the request is responsible for its prompt delivery.

Prior to submitting an offer, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.

1.18 NOTIFICATIONS

Legal notice given by the County to the offeror shall be sent to the address provided in the offeror’s cost proposal form. Notice given by the County by any of the following: letter delivered by (1) UPS or FedEx; (2) USPS first class postage mail; or (3) USPS certified or registered mail, shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
2.0 CONTRACT INFORMATION

2.1 AWARD OF CONTRACT

The County intends to award this contract on the basis of a combination of the evaluation of the offerors’ experience and qualifications, as well as the fee proposed. Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria will include: the offeror’s demonstration of their understanding of the work to be performed, past experience, technical ability, financial and other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract.

The Contract documents will consist of the Contract, this Solicitation, the Offeror’s proposal, and any addenda or other modifications to the solicitation. The contract entered into with the successful Offeror shall meet all standard provisions required by the County and the Maryland Historical Trust. Award of the contract shall not take place until all necessary County and State approvals are received. The contract shall be deemed as having been awarded on the date on which formal notice of an award shall have been faxed or mailed by the County to the Offeror.

2.2 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the contract on the form attached hereto (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

2.3 DEFAULT AND SUSPENSION

If an offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for bids as deemed if deemed in the best interests of the County.

A contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by: failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance,
the Contractor’s performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Bidder if determined to be in the best interest of the County.

A bidder/contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

2.4 TERM OF CONTRACT
The Contractor selected shall complete the special provisions and all requirements contained herein within 270 consecutive calendar days of a start date to be specified in a written a Notice to Proceed issued by the County.

Pricing Adjustment for Extension Years: Not Applicable to RFP 15-16
Fees under the resulting Contract shall remain firm for the first year. Only hourly review rates may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the contractor. Hourly review rates shall be adjusted by 75% of the percentage change in the CPI from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers (Washington-Baltimore Area), as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract.

2.5 BID/AWARD PROTESTS
All protests made pursuant to this solicitation must be in writing and delivered to the Chief of Purchasing: (a) within ten (10) calendar days after the Purchasing Office has publicly posted the proposed contract award, if the Offeror seeks as a remedy the award of the contract, or (b) before the submission date for bids, if the Offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of $500 (US currency); if the fee is paid by check, then the check must be made out to “Charles County Government”. The Chief of Purchasing, may, at his sole election, return the filing fee to the protesting Offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

Only an Offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the Offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked Offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked Offerors or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting Offeror; a statement supporting that the Offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the Offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the Offeror making the protest.
The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.

The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the Offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. All decisions of the Chief of Purchasing shall be final, and not subject to appeal.
3.0 TECHNICAL PROPOSAL CONTENT

Requirements for the Technical Proposal are listed below. **Cost information shall not be included in the Technical Proposal.** Offerors shall complete the forms identified in **Part I, Section 1.3** and address the following areas at a minimum in its Statement of Qualifications:

a. Cover letter
b. Narrative and submission requirements as described in **Part III, Special Provisions** (pg. III-1)
c. Statement of Qualifications -SF-330 (Substitutions/equivalents are not acceptable)
4.0 COST PROPOSAL CONTENT

SUBMITTED SEPARATE FROM TECHNICAL PROPOSAL PACKAGE

Requirements for the Cost Proposal are listed below. Offerors shall complete the ALL items on the forms identified in Part I, Section 1.3:

a. Cost Proposal Form (Part I, Section 8.0, Pg. I-19)
5.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All Proposals will be evaluated according to the following criteria and point value. Within the content of the information required in Parts II & III of the RFP, Offeror’s are welcome to submit any and all supporting information which describes their ability to meet and exceed the criteria. The evaluation of proposals will be conducted by an evaluation committee. Each member of the committee shall evaluate the proposals independent of the other members, after which, scores will be combined/averaged and a scoring matrix will be developed. Once a contract award has been made, the County will notify all firms accordingly and will also provide a copy of the composite score tabulation.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualifications/past performance and the Offeror’s understanding of the project</td>
<td>50</td>
</tr>
<tr>
<td>requirements (Including, but not limited to the SF330)*</td>
<td></td>
</tr>
<tr>
<td>2. Price</td>
<td>50</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>

*Qualifications shall be reviewed for the following criteria:

**Qualifications**
- Qualifications of Principal(s)
- Appropriateness of Staff Presented for Project
- Most Key Staff Qualifications
- Support Staff Qualifications
- Depth within Firm for applicable positions

**Experience**
- Experience of Principal(s)
- Recent Similar Project (Year) - Firm and/or Key Staff
- Charles County Experience (Private or Public)
- Years of Similar Experience (Most Key Staff)
- Non-Charles County Regulator Experience

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described in Part I, Section 6.2. Registered SLBE Program Offeror’s will be provided preferential points assuming the entity’s Proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offeror’s utilizing a registered SLBE Program business as a sub-contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e. SLBE sub-contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).
The County reserves the right to reject any/all bids, to waive irregularities and/or informalities in any bid, and to make award in any manner, consistent with law, deemed in the best interest of the County.
6.0 SOCIO-ECONOMIC PROGRAMS

6.1 MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM

Offerors are advised that Charles County Government has established a MBE Program which applies to all formal solicitations. There is an aspirational minimum goal of 25% MBE participation for each project. The use of MBEs is strongly encouraged.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation, Federal 8-A registration or Charles County Government. Information concerning the Charles County MBE Registration Process may be obtained by contacting the Charles County Purchasing Office, at (301) 885-1334.

The solicitation documents included herein contain a form entitled “Minority Business Enterprise Utilization Affidavit”. This document indicates the MBE certification status of the offeror, as well as the level of participation of any MBE sub-contractor(s) or supplier(s). Offerors are required to complete this form and submit it with their bid. The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage. The County maintains a list of registered MBE firms on its Purchasing Division website located at http://www.charlescountymd.gov/fas/purchasing/purchasing.

6.2 SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PROGRAM:

Offerors are advised that Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than $500,000 if they:

   a. Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s bid is submitted.
   b. Complete the attached SLBE forms and indicate their SLBE status.
   c. Are susceptible for award for a contract valued less than $500,000.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE Offerors. Information concerning the Charles County SLBE Registration Process may be obtained by contacting the Charles County Purchasing Office, at (301) 885-1334. The County maintains a list of registered SLBE firms on its Purchasing Division website located at http://www.charlescountymd.gov/fas/purchasing/purchasing.
7.0 MISCELLANEOUS TERMS

7.1 INCURRING COSTS
The County is not liable for any costs incurred by the Offeror prior to issuance of contract.

7.2 INDEMNIFICATION CLAUSE
The Contractor shall protect, hold free and harmless, defend and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents and employees.

7.3 PAYMENT OF TAXES
The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

7.4 INSURANCE
The Contractor shall provide, at their expense, the following:

- Professional liability insurance with a limit of not less than $2,000,000.
- Comprehensive automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units:
  - Bodily Injury: $1,000,000 per person
  - Property Damage: $500,000 per occurrence

The Contractor shall also obtain and pay premium for the following:

- Workmen’s Compensation in compliance with Maryland Statutory Limit.
- Comprehensive General Liability in an amount not less than $2,000,000 (combined personal injury and/or property damage) per occurrence subject to $2,000,000 aggregate.

The successful Offeror shall provide the County with Certificates of Insurance evidencing the coverage required by this solicitation prior to award of a contract. The following certificates shall name The County Commissioners of Charles County (or other name as directed by the County) as an additional named insured:

- Comprehensive automobile bodily injury and property damage insurance
- Comprehensive General Liability

All Certificates shall reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period. The Contractor shall provide the County with copies of the Declarations and Exclusions for the Professional Liability insurance.
If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the successful Offeror of any responsibility or obligations ensuing as a result of the contract award, or for which the Offeror may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government.

7.5 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County’s discretion, on all Work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

7.6 SUBCONTRACTORS

The Contractor shall not sublet any portion of this contract, or assign or transfer any interest in this contract without receiving prior written approval from the County. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein.

7.7 NEWS RELEASE

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

7.8 PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention and identification of those specific portions of their bids which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal, and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire proposal package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

7.9 HOLIDAY SCHEDULE

The following holidays are observed by the County:

- NEW YEAR’S DAY
- DAY AFTER NEW YEAR’S DAY (2015 only)
- MARTIN LUTHER KING JR.'S BIRTHDAY
- *LINCOLN'S BIRTHDAY
- WASHINGTON'S BIRTHDAY
- *MARYLAND DAY
- GOOD FRIDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERAN'S DAY
- ELECTION DAY (WHEN APPLICABLE)
- THANKSGIVING DAY
- DAY AFTER THANKSGIVING
- CHRISTMAS DAY
- DAY AFTER CHRISTMAS (2014 only)

*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.

### 7.10 MID-ATLANTIC PURCHASING TEAM RIDER CLAUSE

**USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE**

**Extension to Other Jurisdictions**

The Charles County Government extends the resultant contract(s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract(s) may enter into its own contract with the successful Contractor(s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.
### MID-ATLANTIC PURCHASING TEAM MEMBERS

Complete this table and submit it with your bid. This extends the use of Contracts issued as a result of this solicitation to other jurisdictions above if selected Yes (Y).

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Agency/Authority</th>
<th>Jurisdiction</th>
<th>Agency/Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria, Virginia</td>
<td>Fairfax County Water Authority</td>
<td>Montgomery County</td>
<td></td>
</tr>
<tr>
<td>Alexandria Public Schools</td>
<td>Falls Church, Virginia</td>
<td>Montgomery County, Maryland</td>
<td></td>
</tr>
<tr>
<td>Alexandria Sanitation Authority</td>
<td>Fauquier Co. Schools &amp; Government</td>
<td>Montgomery County Public School</td>
<td></td>
</tr>
<tr>
<td>Annapolis City</td>
<td>Frederick, Maryland</td>
<td>Northern Virginia Community College</td>
<td></td>
</tr>
<tr>
<td>Anne Arundel County</td>
<td>Frederick County, Maryland</td>
<td>Prince George’s Community College</td>
<td></td>
</tr>
<tr>
<td>Anne Arundel School</td>
<td>Gaithersburg, Maryland</td>
<td>Prince George’s County, Maryland</td>
<td></td>
</tr>
<tr>
<td>Arlington County, Virginia</td>
<td>Greenbelt, Maryland</td>
<td>Prince George’s Public Schools</td>
<td></td>
</tr>
<tr>
<td>Arlington Co. Public Schools</td>
<td>Harford County</td>
<td>Prince William County, Virginia</td>
<td></td>
</tr>
<tr>
<td>Baltimore City</td>
<td>Harford County Schools</td>
<td>Prince William County Public Schools</td>
<td></td>
</tr>
<tr>
<td>Baltimore Co. Schools</td>
<td>Howard County</td>
<td>Prince William County Service Author</td>
<td></td>
</tr>
<tr>
<td>Bladensburg, Maryland</td>
<td>Howard County Schools</td>
<td>Rockville, Maryland</td>
<td></td>
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<tr>
<td>Bowie, Maryland</td>
<td>Herndon, Virginia</td>
<td>Spotsylvania County</td>
<td></td>
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<tr>
<td>Carroll County</td>
<td>Leesburg, Virginia</td>
<td>Spotsylvania County Schools</td>
<td></td>
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<tr>
<td>Carroll County Schools</td>
<td>Loudoun County, Virginia</td>
<td>Stafford County, Virginia</td>
<td></td>
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<tr>
<td>Charles County Government</td>
<td>Loudoun County Public Schools</td>
<td>Takoma Park, Maryland</td>
<td></td>
</tr>
<tr>
<td>City of Fredericksburg</td>
<td>Loudoun County Water Authority</td>
<td>Upper Occoquan Service Authority</td>
<td></td>
</tr>
<tr>
<td>College Park, Maryland</td>
<td>Manassas City Public Schools</td>
<td>Vienna, Virginia</td>
<td></td>
</tr>
<tr>
<td>District of Columbia Government</td>
<td>Manassas Park, Virginia</td>
<td>Washington Metropolitan Area Transit Authority</td>
<td></td>
</tr>
<tr>
<td>District of Columbia Water &amp; Sewer Auth.</td>
<td>Maryland DGS Purchasing</td>
<td>Washington Suburban Sanitary Commission</td>
<td></td>
</tr>
<tr>
<td>District of Columbia Public Schools</td>
<td>MD Nat’l Capital Park &amp; Planning Commission</td>
<td>Winchester, Virginia</td>
<td></td>
</tr>
<tr>
<td>Fairfax, Virginia</td>
<td>Metropolitan Washington Airport Authority</td>
<td>Winchester Public Schools</td>
<td></td>
</tr>
<tr>
<td>Fairfax County, Virginia</td>
<td>Metropolitan Washington Council of Governments</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I-17
8.0 FORMS
### COST PROPOSAL FORM

This cost proposal is submitted in accordance with your “Notice to Offerors” inviting proposals to be received for the work outlined in the “Special Provisions” attached hereto for **RFP No. 15-16, WALDORF URBAN REDEVELOPMENT CORRIDOR INFRASTRUCTURE IMPROVEMENTS**.

Having carefully examined the proposal documents, the undersigned herein agrees to furnish all services as outlined in the proposal documents for the amounts specified below.

### BASE ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT</th>
<th>TOTAL ITEM COST PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>SURVEY SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Part III, Section 2.1.1 A thru E)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>A-2</td>
<td>BASE OVERALL DESIGN</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Part III, Section 2.1.2 A thru D)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>A-3</td>
<td>PHASE I DESIGN</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Part III, Section 2.1.3 A thru F)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>A-4</td>
<td>RIGHT OF WAY SERVICES</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Part III, Section 2.1.8 A thru D)</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal - Base Bid Items (Item No. A–1 thru A–4)**

### CONTINGENCY ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT</th>
<th>EST. QTY</th>
<th>UNIT PRICE</th>
<th>TOTAL ITEM COST PROPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-1</td>
<td>WETLAND DELINEATION SERVICES</td>
<td>Square Foot</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Part III, Section 2.1.9 A thru F)</td>
<td></td>
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</tr>
<tr>
<td>B-2</td>
<td>ADDITIONAL EASEMENT PLAT &amp; DESCRIPTIONS</td>
<td>Plat</td>
<td>5</td>
<td></td>
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<td></td>
<td>(Part III, Section 2.1.10 A thru E)</td>
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<tr>
<td>B-3</td>
<td>BIDDING PHASE SERVICES</td>
<td>Hourly</td>
<td>30</td>
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<td></td>
<td>(Part III, Section 2.1.11 (A and B)</td>
<td></td>
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<tr>
<td>B-4</td>
<td>SOIL BORINGS</td>
<td>LF</td>
<td>80</td>
<td></td>
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<tr>
<td></td>
<td>(Part III, Section 2.1.12 (A and B)</td>
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</tbody>
</table>

**Subtotal - Contingencies Bid Items (B–1 thru B–4)**

**TOTAL COST PROPOSAL (BASE ITEMS + CONTINGENCY ITEMS)**
The undersigned has caused this Proposal to be executed as of the day and year indicated above.

______________________________
(Signature)

______________________________
(Printed Name)

______________________________
(Title)

_________________________   ________________
(Phone)                   (Fax)

By submitting a proposal in response to this solicitation, the Offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
SAMPLE CONTRACT

THIS CONTRACT, made this_______________ day of ________________, in the year 2014, by and between ______________________________________ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for Request For Proposal Number 15-16 WALDORF URBAN REDEVELOPMENT CORRIDOR INFRASTRUCTURE IMPROVEMENTS, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and rates respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the sum* of ____________________________$000,000.00) in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum* equal to the aggregate cost of the actual services, materials, and supplies done and furnished, at the prices and rates respectively named therefore in the CONTRACTOR’s proposal dated ____________ 2014, attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The CONTRACTOR hereby agrees to complete the above-mentioned General Provisions and Special Provisions within 270 consecutive calendar days after a start date to be specified in a written a Notice to Proceed issued by the County.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions,
the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

*The Contract sum contains contingent items that may or may not be used.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals:

XXXXXX XXXXXX XXXXX XXXX

By (Signature):                                          (SEAL)

Printed Name/Title:                                          

(Date)

(Address)

(City, State, Zip Code)

(SIGNATURES MUST BE WITNESSED AND DATED.)

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST “CIRCLE” THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, “CIRCLE” THE WORD (SEAL), AND INITIAL.

SIGNATURES MUST BE WITNESSED AND DATED.
### ADDENDUM CERTIFICATION

**RFP Number:** 15-16  
**Project Name:** Waldorf Urban Redevelopment Corridor Infrastructure Improvements Study

The undersigned acknowledges that he/she received the following Addenda to the Specification for the above-identified bid, and that this bid was prepared in accordance with said Addenda.

<table>
<thead>
<tr>
<th>Addendum Number:</th>
<th>Date of Addendum:</th>
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</thead>
<tbody>
<tr>
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---

`Proposer`

---

`Address`

---

`Signature`  
`Date`
## INTENDED NON-MBE SUB-CONTRACTORS

**RFP Number:** 15-16  
**Proposal Name:** Waldorf Urban Redevelopment Corridor Infrastructure Improvements Study

Note: Any MBE sub-contractors intended for this project shall be identified on the Proposed MBE Contractors form.

<table>
<thead>
<tr>
<th>Sub-contractor (Name and Address)</th>
<th>Work to be performed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Offeror:  
Address:  
Signature: ___________________________  
Date: ___________________________

All Offerors are required to complete this form and submit it with their proposal. Please note N/A if Not Applicable.
CHARLES COUNTY MBE UTILIZATION AFFIDAVIT
RFP NO. 15-16

Name of Offeror: _____________________________________________________________

Please respond to the following questions:

Check One

1. Certified Minority Business Enterprise?
   Yes  No
   a. Certified by: State of Maryland?
      Yes  No
   b. Federal 8-A Registration?
      Yes  No
   c. Charles County Local Government?
      Yes  No
   d. Other (please list) ____________________________

Principle Owner’s Minority Class (please check):

   African American ___  Asian American ___  Hispanic American ___
   Native American ___  Women ___  Other (please list) ________________

2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Proposal or Invitation to Bid?

   NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

   Total Proposal $________________________
   Total Minority Business Enterprise Bid/Proposal $________________________
   Percent of Total Minority Business Enterprise Contract $________________________

   ____________________________  ____________________________
   Signature                                    Title

   All Offerors are required to complete this form and submit it with their proposal. Please note N/A if Not Applicable.
## Proposed MBE Sub Contractors

*(if applicable)*

<table>
<thead>
<tr>
<th>COMPANY NAME &amp; ADDRESS:</th>
<th>__________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include City, State, Zip Code and County)</td>
<td>__________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRODUCT/SERVICES</th>
<th>__________________________________________________</th>
</tr>
</thead>
</table>

* MINORITY CLASS ________ PERCENT OF PARTICIPATION ________

If additional space is needed, please submit information on a separate sheet and attach hereto

- *See Part I, Section 6.1 for list of Minority Classes*
Charles County Government

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Bidders/Offerors seeking SLBE preference are required to complete this form and submit it with their bid/proposal.

### Solicitation Information

<table>
<thead>
<tr>
<th>Solicitation Name: Waldorf Urban Redevelopment Corridor Infrastructure Improvement Study</th>
<th>Solicitation #:15-16</th>
</tr>
</thead>
</table>

### Part 1. Prime Bidder/Offeror SLBE Status

**Name of Bidder/Offeror:** ___________________________________________________________

**Respond to the following questions:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Check One</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the Prime Contractor a Registered SLBE?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Yes, identify the Bidder/Offeror’s SLBE Registration #:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. If the response to Question 1 is No, is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder’s/Offeror’s Bid/Proposal?</td>
<td>Yes</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** If the response to Question 2 is **Yes**, complete Part 2 below and the “SLBE Subcontractors Participation Schedule” form in Part 4.

### Part 2. SLBE Subcontractor Participation

Provide the total value of SLBE work to be provided and complete the “SLBE Subcontractors Participation Schedule” form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.

| Total Bid/Proposal Price: | $ |
| Total SLBE Work – Bid/Proposal Value: | $ |
| Percentage of Total Work (Dollar Value) of SLBE(s): | % |

### Part 3. Certification of SLBE Preferences

By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.

**Signature** ___________________________ **Title** ___________________________ **Date** ___________________________
Part 4. SLBE Subcontractors Participation Schedule

**Instructions:** Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

<table>
<thead>
<tr>
<th>SLBE Registration #</th>
<th>FEIN or Social Security #</th>
<th>Company Name Address Phone &amp; Fax</th>
<th>Services to be Provided</th>
<th>Value of SLBE Work From Letter of Intent</th>
<th>SLBE % of Contract</th>
</tr>
</thead>
<tbody>
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<td>%</td>
</tr>
</tbody>
</table>

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.
Charles County Government
OFFICIAL LETTER OF SLBE INTENT

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

<table>
<thead>
<tr>
<th>Solicitation Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Name: Waldorf Urban Redevelopment Corridor Infrastructure Improvements Study</td>
</tr>
</tbody>
</table>

**Part 1. To be Completed by the Bidder/Offeror**

- Name of Bidder/Offeror: _____________________________________________________________
- Address: __________________________________________________________________________
- Contact Name/Title: ________________________________________________________________
- Telephone: _____________________________ Fax: _________________________________
- Email: ___________________________________________________________________________

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):

- Value of Work to be Performed by the SLBE: $________________________
- Value of Work as a Percentage of Total Bid/Proposal Price: %

**Part 2. To be Completed by the SLBE**

- Name of SLBE: ______________________________________________________________________
- SLBE Registration #: __________________
- Address: __________________________________________________________________________
- Contact Name/Title: ________________________________________________________________
- Telephone: _____________________________ Fax: _________________________________
- Email: ___________________________________________________________________________

**Part 3. Certification of SLBE Intent**

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE’s work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

**Bidder/Offeror:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

**SLBE Firm Rep:**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>
NON-COLLUSION AFFIDAVITS

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Offeror, nor any officer, director, partner, member, associate or employee of the Offeror, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Offeror, to obtain information that would give the Offeror an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Offeror, nor any officer, director, partner, member, associate of the Offeror, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

__________________________________________
Signature

__________________________________________
Name and Title of Signer

__________________________________________
Company

__________________________________________
Date

Subscribed to and sworn to before me, a Notary Public of the State of ________________ County or City of this ______ year and date first written above.

__________________________________________
Notary Public

My Commission Expires
PART II - GENERAL PROVISIONS
1.0 GENERAL PROVISIONS

1.1 DEFINITIONS:

The term COUNTY, as used herein, refers to the COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND, hereinafter called the COUNTY, represented by the CONTRACTING OFFICER, the Director, Department of Planning and Growth Management, or his designated representative who is authorized to act for the COUNTY.

1.2 RESPONSIBILITY OF THE CONTRACTOR:

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONTRACTOR under this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his design, drawings, specifications, and other services.

B. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this contract.

C. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.

1.3 CHANGES:

A. The COUNTY may, at any time, by written order, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for adjustment under this Article must be asserted in writing within thirty (30) days from the date of receipt by the CONTRACTOR of the notification of change unless the COUNTY grants a further period of time before the date of final payment under this contract.

B. The CONTRACTOR shall provide no services for which an additional cost or fee will be charged without prior written authorization by the COUNTY.

C. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.

   (1) On the basis of a stated lump sum price, or other consideration fixed and
agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,

(2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required, but will in no case include any allowance for general superintendent, office expense, or other general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen’s compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

D. Reduced Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph C.2 under Additional Costs.

1.4 TERMINATION:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY’S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

(1) Immediately discontinue all services affected (unless the notice directs otherwise), and

(2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations
under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.

D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Article.

E. The rights and remedies of the COUNTY provided in this Article are in addition to any other rights and remedies provided by law or under this contract.

1.5 DISPUTES:

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by the COUNTY, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of the COUNTY shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the CONTRACTOR executes and furnishes a written appeal to the COUNTY COMMISSIONERS OF CHARLES COUNTY. The decision of the COUNTY COMMISSIONERS for the determination of such appeals shall be final and conclusive.

B. The provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the COUNTY’S decision.

C. This Disputes Article does not preclude consideration of questions of law in connection with decision provided in paragraph (A) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative on a question of law.

1.6 COUNTY RIGHTS:

All designs, drawings, specifications, notes, computations and other work developed in the performance of this contract shall be and remain the sole property of the COUNTY and may be used on any other work without additional compensation to the CONTRACTOR. With respect thereto, the CONTRACTOR agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The CONTRACTOR, for a period of three (3) years after final payment under this contract, agrees to furnish and provide access to all retained materials on the request of the COUNTY. Unless otherwise provided in this contract, the CONTRACTOR
shall have the right to retain copies of all such materials beyond such period.

In the event that the COUNTY uses any of the above-mentioned materials for purposes other than those covered under this contract or other than for which it was provided, the CONTRACTOR shall not be held liable for any personal or property damage arising from such use.

1.7 EXAMINATION OF RECORDS:

A. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this contract. The foregoing constitute "records" for the purposes of this Article.

B. The CONTRACTOR'S office, or such part thereof as may be engaged in the performance of this contract, and his records shall be subject at all reasonable times to inspection and audit by the COUNTY or their authorized representative(s). In addition, the COUNTY, or their authorized representative(s), shall, until the expiration of three (3) years from the date of final payment under this contract, or of the time periods for the particular records specified, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this contract along with the computations and projections used therein.

C. The CONTRACTOR shall include in each subcontract, a provision that includes paragraphs A and B of this Article, binding each subcontractor to the requirements outlined in the above mentioned paragraphs.

1.8 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

1.9 ACCIDENT REPORTS:

The CONTRACTOR shall promptly investigate and maintain a complete record of accidents resulting in personal injury, death, or property damage incident to performance of work under this contract. Loss of or damage to COUNTY equipment or property in the custody of the CONTRACTOR shall be reported to the COUNTY within twenty-four (24) hours after the occurrence of the accident, together with full details relating to the incident.

1.10 CONTRACTOR'S ORGANIZATION:

The CONTRACTOR shall furnish to the COUNTY within two weeks after executing this contract, and thereafter prior to any annual renewal date, a chart showing the overall organization
provided for the performance of this work and the names and titles of personnel employed in connection with the work, and shall furnish from time to time, revised organization charts reflecting any substantive changes therein. The CONTRACTOR agrees to retain the listed key employees assigned to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the COUNTY. Whenever, for any reason, one or more of the aforementioned employees is unavailable for assignment for work under this contract, the CONTRACTOR shall, with the approval of the COUNTY replace such employee with an employee of substantially equal abilities and qualifications.

The CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.

The CONTRACTOR shall require in each subcontract, a provision that requires each subcontractor to advise the CONTRACTOR promptly of any significant changes in the organization of such subcontractor, and the CONTRACTOR shall promptly advise the COUNTY of any such changes reported to the CONTRACTOR or otherwise discovered by the CONTRACTOR.

1.11 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED:
During the performance of any contract awarded pursuant to this RFP, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination Article.

B. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state such contractor is an equal opportunity employer.

C. 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.

1.12 CERTIFICATION OF DRAWINGS AND OTHER DOCUMENTS (Not Applicable to RFP #15-16):
All original drawings and the first page of all specifications, estimates, or similar documents shall have affixed or contain the seal of a duly qualified and authorized professional CONTRACTOR certifying to the completeness and accuracy of the work performed.

1.13 COMPOSITION:
If the CONTRACTOR hereunder is comprised of more than one legal entity, each entity shall be
jointly and severally liable hereunder.

1.14 CONFLICTS:

It is the spirit and intent of these General Provisions, and the Special Provisions to provide that the services and all parts thereof shall be fully completed and suitable in every way for the purpose for which the project was intended. The CONTRACTOR shall supply all materials and perform all services, which reasonably may be implied as being incidental to the work of this contract. In the event of a conflict between the General and Special Provisions, the Special Provisions will govern.

1.15 DELIVERY POINT, INSPECTION, AND APPROVAL:

All items required to be furnished by the CONTRACTOR under this contract shall be delivered at the CONTRACTOR’S expense to the attention of the County's authorized representative located at:

Cathy Thompson, Program Manager
Planning Division
Department of Planning & Growth Management
200 Baltimore Street, P.O. Box 2150
La Plata, Maryland 20646

The CONTRACTOR will be notified if the submittal, or any portion thereof, is rejected. In this event, the CONTRACTOR will be required to resubmit those rejected materials so that they fully comply with the requirements of this contract. The decision of the COUNTY as to acceptance or rejection of the required submittals shall be final, subject only to the provisions of Article 5 "Disputes" of the General Provisions of this contract.

1.16 DESIGNATION OF COUNTY'S REPRESENTATIVE:

The CONTRACTOR'S day to day activities and work production will be monitored by a person designated by the COUNTY to act as the authorized representative to administer this contract in whole or in part.

No oral statement of any person and no written statement of anyone other than the CONTRACTING OFFICER, or the authorized representative, shall modify or otherwise effect any provision of this contract.

Designation and termination of the COUNTY’S representative shall be done in writing.

1.17 DOCUMENT STANDARDS (Not Applicable to RFP #15-16):

A. Plan format and contents shall be consistent with the County’s plan preparation manual.

B. Specifications, Reports, and other narrative statements in final form for submission to the COUNTY shall be prepared on 8 1/2" X 11" white bond paper. Specifications shall follow the "Master Format" developed by the Construction Specifications Institute (CSI).
C. Bibliographies. If the preparation of reports and other narrative statements involves the use of reference and research materials, the CONTRACTOR shall prepare a bibliography of such material and include it in the final document. Each bibliography shall include the following information:

(1) Books
   a. Name of author or authors, editors, or institution responsible for writing the book.
   b. Full title of book (including subtitle, if there is one).
   c. Series name and number (if applicable).
   d. Volume number (if any).
   e. Edition (if not the original).
   f. City of publication.
   g. Publisher's name.
   h. Date of publication.

(2) Articles of Periodicals
   a. Name of author.
   b. Title of article.
   c. Name of periodical.
   d. Volume number.
   e. Date of article.
   f. Pages occupied by article.

1.18 INSPECTION:
The COUNTY, through any authorized representative, may at all reasonable times inspect or otherwise evaluate the work being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made by the COUNTY on the premises of the CONTRACTOR or subcontractor, the CONTRACTOR shall provide and shall require the subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the COUNTY representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

1.19 INVESTIGATION OF FIELD CONDITIONS:
The CONTRACTOR is to visit the areas where work is to be performed and by his own investigation satisfy himself as to the existing conditions affecting the work to be done. If the CONTRACTOR, including subcontractors, does not visit the area, he will nevertheless be charged with knowledge of conditions, which a reasonable inspection would have disclosed. The CONTRACTOR shall assume all responsibility for deductions and conclusion as to the difficulties in performing the work under this contract.

1.20 ONE YEAR GUARANTEE:
In the event the COUNTY requires a construction contract resulting from the prepared work of the CONTRACTOR hereunder, to make repairs, replacement, reconstruction or similar adjustments under the provisions of the construction contract, the CONTRACTOR shall provide
such professional services as may be required at no additional cost to the COUNTY where it is
determined that the repairs, replacement, reconstruction or similar adjustment is attributed to a
design deficiency for which the CONTRACTOR is responsible.

The period of this guarantee shall commence on the date that the COUNTY formally accepts the
facilities and extends for a period of one year thereafter.

The rights provided under this provision are in addition to any other rights the COUNTY may
have arising out of a design deficiency for which the CONTRACTOR is responsible.

1.21 PATENTS:
The CONTRACTOR shall hold and save the COUNTY, and all officers and agents thereof
harmless from and against all and every demand of any nature and kind for or on account of the
use of any patented or copyrighted inventions, article, or process employed by the
CONTRACTOR in the performance of the work.

1.22 PERMITS:
Without additional cost to the COUNTY, the CONTRACTOR shall obtain all applicable
permits, licenses, and insurance; shall pay all charges and fees; and shall give all notices
necessary and incidental to the due and lawful performance of the services under this contract.

1.23 PUBLICITY:
Except with the prior approval of the COUNTY, the CONTRACTOR shall not release for
publication any drawing, rendering, perspective sketch, photograph, report, specification, cost
estimate, or other material of any nature pertaining to the facilities, for which services are
performed under the terms of this contract.

The provisions of this Article shall extend also to the release of any such materials to any person
not so authorized by the COUNTY.

1.24 RESPONSIBILITY FOR MATERIALS AND RELATED DATA:
Except as otherwise provided in this contract,

A. The CONTRACTOR shall be responsible for any materials and related data covered
by this contract until they are delivered to the COUNTY at the designated delivery
point;

B. After delivery to the COUNTY at the designated point and prior to acceptance by the
COUNTY or rejection and giving notice thereof by the COUNTY, the COUNTY
shall be responsible for the loss or destruction of or damage resulting from the
negligence of officer, agents, or employees of the COUNTY acting within the scope
of their employment;

C. The CONTRACTOR shall bear all risks as to rejected materials and related data after
notice of rejection, except that the COUNTY shall be responsible for the loss,
destruction, or damage resulting from the gross negligence of officers, agents, or
employees of the COUNTY acting within the scope of their employment;
D. After delivery to, and acceptance of, the COUNTY shall be responsible for the loss or destruction of or damage to the materials and related data so delivered and accepted.

1.25 RIGHT OF ENTRY:

Where rights-of-entry have not been obtained by the COUNTY, the CONTRACTOR with assistance from the COUNTY will be required to obtain from landowners the necessary rights-of-entry for making any investigations required, including geotechnical and survey work under this contract. The CONTRACTOR will be advised as to arrangements previously made with landowners. The CONTRACTOR shall assume all responsibility for and take all precautions to prevent damage to property entered.

1.26 RISK, DAMAGES:

The CONTRACTOR shall assume all risks of injury to persons or property arising out of CONTRACTOR'S sole negligent acts, errors or omissions in CONTRACTOR'S performance of work under this contract and shall indemnify and save harmless the COUNTY against all claims, causes of action (cost and expense) on account of bodily injuries to, and death of persons, and damages to property arising from the sole negligent acts, errors or omissions of the CONTRACTOR in connection with the prosecution of the work under this contract.

1.27 FEE AND PAYMENT:

For the furnishing of all services as specified herein, the CONTRACTOR shall be paid the total fee specified. After completion of work as requested and prior to final payment, the CONTRACTOR shall furnish to the Contracting Officer, a release of claims/liens against the COUNTY arising out of the contract, other than claims specifically accepted from the operation of the release.

Progress payments to the CONTRACTOR shall be made on the basis of monthly itemized invoices submitted for the actual percentage of physical work completed by the CONTRACTOR and accepted by the COUNTY. Invoices shall include a description of the work, the percentage completed during the month, and the cost to date for each item of services performed; with the invoice, the CONTRACTOR shall submit progress copies of plans, reports, specifications, details, etc. labeled as "PROGRESS PRINTS FOR INVOICE #__" and dated. The total of the progress payments shall not exceed ninety (90) percent of the total contract amount. The remaining ten (10) percent shall be paid upon completion of the contract.

Progress payments to the CONTRACTOR will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. In accepting payment of the fee represented by this invoice, the CONTRACTOR acknowledges that he has no unsatisfied claim against the COUNTY arising out of this Contract and the CONTRACTOR forever releases and discharges the COUNTY and its officers, agents, and employees from any past or future claim or demand whatsoever arising out of the direct or indirect operations of the CONTRACTOR under this Contract.

1.28 TRAVEL:

All travel required to be performed in connections with the services including all meetings with COUNTY or any Government or Quasi-Government agencies, departments, hearings,
discussions, explanations to be rendered under this contract shall be included in the fee and be at no additional expense to the COUNTY, unless authorized in writing by COUNTY prior to travel.

1.29 RELATED COST:
The cost of all direct and indirect services, related services, surveys, photographs, aerial surveys, aerial photographs, tax maps, planning maps, traffic studies, supplies, testing of any land if required, compliance with regulations, laws, ordinances in effect, cost of interim documents and their reproduction as and when requested by COUNTY, shall be included in the fees and be at no additional cost to the COUNTY.

1.30 CONFLICT OF INTEREST:
The CONTRACTOR is hereby specifically prohibited from engaging in any activities which are, might be construed to be, or may give the appearance of a conflict of interest in the performance of this contract.

1.31 FAIR TREATMENT OF SUB CONTRACTORS AND VENDORS:
A. The Contractor must make payment to any sub-contractor or vendor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or vendor.

B. Contractors may not impose retainage rates upon sub-contractors that are higher than those rates imposed upon the Contractor by the County.

1.32 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:
A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.

B. By submitting a bid/proposal in response to this solicitation, the bidder/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsibility for compliance with this requirement.

C. Violation of this requirement may result in termination of the Contract, a penalty of $1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

* * * * * END OF GENERAL PROVISIONS * * * * *
PART III - SPECIAL PROVISIONS
1.0 GENERAL

1.1 PROJECT DESCRIPTION

The Charles County Department of Planning and Growth Management is seeking proposals from qualified, multi-disciplined engineering firms to survey, and prepare a base overall design for roadway, sewerline, waterline, storm drainage, and stormwater management (infrastructure) to serve the Waldorf Urban Redevelopment Corridor (WURC) section of Old Washington Road. As part of the County’s redevelopment effort of the 300-acre WURC zones and towards meeting the restoration goals of the County’s municipal stormwater permit, a Stormwater Master Plan must be completed for the full drainage watershed, to determine the feasibility of incorporating and maximizing stormwater management from the study area in the design of Old Washington Road, as a green street. The geographic limits to be served by the base overall design are described under 1.3 below. The limits of the WURC Phase I area will be determined after the base overall design is developed, but it is anticipated to be approximately 2,600 feet along Old Washington Road from the MD 5 Business intersection, extending northeast, to approximately Railroad Place. Detailed design, construction drawings, permits, and bid documents must be developed for the infrastructure in the WURC Phase I area. This will include the preparation of all right-of-way plats and any and all easement documents necessary to obtain clear right-of-way to complete the required work.

1.2 BACKGROUND

In 2008 the Charles County Commissioners initiated the Waldorf Urban Design Study (WUDS) to create a transit-oriented, mixed-use, walkable urban center in Waldorf. In order to bring the WUDS to fruition, the County re-zoned the 300 acre corridor to allow the intended mix of land uses and structures, and initiated an engineering study to determine the key infrastructure improvements for the desired redevelopment. Completed in 2013, the Waldorf Urban Redevelopment Corridor (WURC) Infrastructure Study, provided the water, sewer, stormwater, and parking infrastructure needs necessary to accommodate the planned redevelopment along the Old Washington Road corridor. In order to incentivize the desired redevelopment, the County will design and construct the identified public infrastructure improvements.

Charles County Government is subject to a municipal stormwater permit issued by the Maryland Department of Environment, which requires the application of stormwater management to existing impervious surface that is either without stormwater management or the stormwater is not managed to the maximum extent practicable. Management of stormwater from existing development counts as a credit towards the permit’s restoration goals.

1.3 GEOGRAPHIC LIMITS OF THE PROJECT

The WURC area to be served by the subject infrastructure spans the Old Washington Road corridor from approximately 1,800 feet north of Acton Lane to approximately 1,200 feet south of Leonardtown Road (MD 5 Business), and between U.S. 301 and the Popes Creek (CSX) railroad tracks (See Appendix 1). The drainage influences impacting this service area and other off-site infrastructure improvements may be beyond the WURC boundary described.

1.4 DESIGN STANDARDS

The proposed base overall design shall be prepared by an engineering firm, either multi-disciplined or with sub-consultants, that is qualified to perform boundary surveys, topographic surveys, geotechnical analysis, engineering design, green street design, and environmental
services, as well as, the preparation of right-of-way plats, easement documents, construction documents, and all other details necessary for the permitting of a major roadway, water, sewer, storm drainage, stormwater and related infrastructure improvements.

The design shall be in accordance with all applicable Design Guidelines/Approved Studies, County Ordinances, Standards and Specifications for Construction, Standard Detail Manual, Right-of-Way Policies and Procedures, and any and all other applicable local, state, and federal codes, laws, ordinances, regulations, standards, etc. Respondents are directed to the Department of Planning and Growth Management (PGM) section of the Charles County Government website www.charlescountymd.gov under the “Departments” pull down menu to download manuals, codes, forms, checklists, Green Notices (policy and procedures updates), etc.

2.0 SCOPE OF SERVICES

2.1 DESIGN DEVELOPMENT

The Scope of Services for this project includes all work necessary to render a complete, approved, and permitted design inclusive of surveying, engineering plans, environmental services plans, plats, easement documents, reports and specifications ready for construction. The ENGINEER shall perform the following services to include, but not be limited to, relevant research, engineering design, field verification of existing properties, structures, utilities, etc., surveying, trench and pavement section design, field verification of existing drainage, stormwater management master planning for the WURC zones, stormwater management for the roadway infrastructure project, sediment and erosion control design, traffic control plan, wetlands delineation services, easement and plat preparation, establishment of limits of work, coordination with various agencies, property mosaic preparation, and other field investigations and miscellaneous work that may be required to complete the project. The project will be designed for the ultimate length of limits as described from MD 5 Business to Acton Lane, including ties as necessary for crossing and intersecting streets, as well as drainage connections and all stormwater management facilities in or adjacent to the public right-of-way and parks. In addition, detailed construction plans and bid documents will be developed for the Phase 1 portion of the corridor. Notice should be taken that the final construction phasing must take into account maintaining service to the existing properties while construction of the infrastructure is performed. The ENGINEER shall be prepared to assist the County with coordination/meetings with appropriate private utility companies in the Old Washington Road corridor in order to promote their potential work to bury their utility during the construction phases of the project.

2.1.1 SURVEY SERVICES (Base Bid Item A–I)

A. The ENGINEER will be responsible for conducting all necessary field surveys required for the project. The ENGINEER shall include all field work and office work as necessary to produce drawings with existing topography and features and shall include at a minimum the following:

1. Deed Mosaic
   a. Record identification
   b. Owner - Liber and Folio
   c. Tax Map, grid, and parcel identification
d. Easements of record

e. Right-of-way documentation

f. Record Metes and Bounds parcel data

2. Field Property Boundary Survey
   a. Existing front corners
   b. Back corners as necessary to establish front corner locations
   c. Field recoverable data (i.e. coord. value, ties to existing features)
   d. AutoCAD drawing showing measured metes and bounds data and corners found and ties as well as survey control points on an individual layer.

   e. Provide Professional Land Surveyor certification

3. Topographic Survey-
   a. 100’ each side travelled centerline
   b. 300’ along side streets-50’ each side travelled centerline
   c. Areas for regional stormwater management features, which may be located beyond the above limits, including drainage outfall / connection locations.
   d. Develop 1’ contour mapping including spot elevations and inverts of utilities

   e. Existing features
   f. Location of utilities
   g. Develop AutoCAD surface
   h. Provide Professional Land Surveyor certification

4. Monumentation
   a. Show existing and set permanent control-H&V for design baseline and construction recovery
   b. Set permanent front property corner markers
   c. Provide Professional Land surveyor certification

B. The scope also includes establishing field control to facilitate construction stakeout at time of construction. The ENGINEER shall make this information available, in any format that is required of this contract, to the COUNTY and County’s Contractor at no additional cost to the COUNTY or Contractor. The surveyor shall translate all horizontal control into North America Datum (NAD) 83/11 and all vertical control into North American Vertical Datum (NAVD) 1988. The minimum standards of accuracy shall be USGS third order, class one.
C. The ENGINEER shall prepare contract documents accordingly. The ENGINEER shall provide all engineering services required for providing a topographic (topo) survey of the project area for use in the design and permitting of construction documents. In addition to obtaining existing information to be shown on the plans as outlined in the guidelines of the County’s Plan Preparation Package, the ENGINEER shall:

1. Establish and set two permanent monuments (in addition to existing). One shall be set near the intersection of MD 5 Business and Old Washington Road and one near the intersection of Acton Lane and Old Washington Road. Locations of the permanent monuments shall be coordinated between the ENGINEER and the COUNTY. All monuments shall meet the following requirements:
   a. The monument shall be set flush with the ground.
   b. The monument shall be set at least 10 feet from the edge of the existing pavement.
   c. Horizontal and vertical control referenced to NAD83/11 and NAVD88, respectively.
   d. The minimum standards of accuracy shall be USGS third order, class one or better.
   e. The minimum dimensions of a concrete monument shall be 4” x 4” x 24” or approved driven monuments.
   f. The monument shall have a 3¼ to 3½ inch domed bronze marker on top.
   g. The marker shall be stamped with the final adjusted elevation (to the closest one hundredth of a foot) along with the marker number provided by the County. The dies used for stamping the survey marker shall be 1/8 to 3/16 inch in size.
   h. A Description Card shall be included which shows a sketch of the monument; its location relative to ROW lines, reference marks, buildings, roads, towers, etc.; a typed describing telling how to locate the monument from a well-recognized and known point; a monument number; and the final adjusted coordinates and elevations to the closest 0.01 foot. The format for the card will be provided to the ENGINEER by the COUNTY.
   i. A witness post shall be set within 3 feet of the monument.

2. Property Boundary surveys shall be performed as necessary to allow for the proper monumentation of the design right-of-way. Front property corners fronting on Old Washington Road shall be set in accordance with State surveying regulations at the time of right-of-way acquisition. Proper ties shall
be established to allow for easy reestablishment of the monuments in case of disturbance during construction.

D. The ENGINEER shall survey the proposed improvement alignment and associated stormwater management and drainage areas, and design the most cost-effective infrastructure alignment with respect to construction and considering that Old Washington Road is a town road of use.

E. Also, the ENGINEER shall prepare the necessary easement and right-of-way plats and descriptions as well as obtain all required permits. In addition, the infrastructure shall be designed to minimize the need for land acquisitions as much as practicable. Wetlands and other environmentally sensitive areas shall be considered in the final alignment. Prior to entering any private property for surveying or other design related services the ENGINEER shall notify the property owner via certified letter. Draft certified property owner notification letters shall be approved by the COUNTY in advance.

The cost for Survey Services shall be included in the price for Item A–1 of the Cost Proposal Form.

2.1.2 BASE OVERALL DESIGN (Base Bid Item A–2)

A. The ENGINEER will be responsible for conducting all necessary field surveys required for the project to design an overall roadway alignment, roadway profile, comprehensive storm drain system, storm water management system including both quantity and quality roadway and anticipated impervious surfaces for future lot development and streetscape as envisioned in the Waldorf Urban Redevelopment Corridor Study (WURC), water system and sanitary sewer system in plan and profile from MD 5 Business to Acton Lane (See Appendix 3). The development of the Stormwater Master Plan, and associated assumptions for on-site/off-site quantity/quality should be taken into account and accommodated in the development of the roadway stormwater management design as a green street. The ENGINEER will be responsible for coordinating with the various County Departments / Agencies in regard to acceptable green street practices that could be applied. The vertical and horizontal centerline alignment shall follow as close as practicable to the existing location but be planned to accommodate the existing and future connecting roadways and infrastructure.

B. The base overall design shall address the future phasing for construction of the storm drain and storm water management systems to minimize the reconstruction of facilities as the future phases are detailed and constructed. An overall recommended detailed phasing plan shall be prepared.

C. The ENGINEER shall submit an engineer’s construction cost estimate for the base overall design plans. The cost estimate shall be updated and adjusted with each submission to reflect the increased level of detail as the design progresses.

D. The following criteria shall apply as a minimum but the designs shall be consistent with the WURC Infrastructure & Phase I Implementation Plan and the
Downtown Waldorf Design Guidelines (See Appendix 3) and meet all of the conditions as required in applicable Charles County ordinances and regulations:

1. ROAD ALIGNMENT AND PROFILE (existing and proposed)
   a. Project Limits: Old Washington Road from MD 5 Business to Acton Lane (including all approaches).
   b. Intersecting existing and future streets to 300’ to establish vertical road profile.
   c. Establish grading limits for typical section.
   d. Set intersection points for roadways.
   e. Develop and apply roadway typical sections based on the Downtown Waldorf Design Guidelines (Travel lanes, bicycle lanes, sidewalks, streetscape amenities, stormwater management and landscaped areas).
   f. Refine typical section and streetscape design as needed to accommodate stormwater management and green street design. See Appendix 4 for examples.

2. STORMWATER MASTER PLAN – Development Corridor (300 ac. +/-)
   a. Based on WURC Infrastructure Study – Stormwater Management Assessment (See Task A.3/WURC Infrastructure Plan) and Stormwater Management concepts (See WURC Infrastructure Plan Appendix 5), identify and refine practical Water Quantity/Quality methods and requirements for private lots to facilitate future development as envisioned in the WURC study (may include underground storage).
   b. Coordinating with County staff, develop a series of private lot development assumptions for on-site and off-site stormwater management in terms of quantity and quality, in order to develop the stormwater management needs/demands in Item 3 below.
   c. Develop concepts to maximize stormwater management for the roadway and private lots in the public right-of-way and parks.
   d. Conduct a restoration credit evaluation based on the Maryland Department of the Environment’s latest guidance document: “Accounting for Stormwater Wasteload Allocations and Impervious Acres Treated.” Focus shall be given to cases that go beyond the redevelopment requirements of the Stormwater Management Ordinance to treat to the maximum extent practicable (MEP) as a cost effective way to achieving the County’s municipal stormwater permit restoration goals.
e. Include pollution reduction calculations for the Stormwater Master Plan implementation to be used toward TMDL reduction requirements and County WIP goals.

f. Prepare cost estimates of each design concept, and include cost per restored acre of impervious surface.

g. Create the Stormwater Master Plan in such a manner to establish a series of construction phases to allow the WURC Phase I project to proceed first. Coordinate design concepts with Maryland State Highway.

3. STORMWATER MANAGEMENT - Roadway and Private Lots

   a. Utilizing the data and assumptions from the Stormwater Master Plan, identify stormwater facilities for drainage-shed in the WURC study area, including storage (i.e. above/below ground for stormwater quantity to facilitate roadway and private lot redevelopment envisioned in the WURC study).

   b. Identify Water Quality methods to be integrated into the Old Washington Road/Green Street design to the maximum degree feasible, including cost effectiveness.

   c. Determine feasibility and limitations of infiltration and water quality treatment within planned roadway, pedestrian area, and parks to create a green street design; and, determine alternative stormwater features for quantity and quality.

   d. Perform Soil Borings and other analyses as necessary.

   e. Develop recommendations for quantity and quality for COUNTY approval of final design. Goal is to maximize green street stormwater design, while remaining cost effective.

   f. Coordinate with County’s Capital Service’s National Pollution Discharge Elimination System (NPDES) retrofit project manager to evaluate feasibility and formalize the incorporation of water quality measures to obtain permit credits.

4. STORM DRAIN

   a. Identification of outfall points as well as downstream locations to assess current conditions and issues.

   b. From road profile and Stormwater Master Plan set inlet spacing.

   c. Pipe sizing; all inlet and pipe computations.

   d. Drainage area map in accordance with the Charles County Plan Preparation Package.
5. SANITARY SEWER
   a. Utilizing the existing 12” outfall to the Zekiah Pump Station for phases.
   b. Assumes Acton lane area removed from service area by new gravity sewer for Zekiah Pump Station outfall along Old Washington Road from Acton Lane down Central Avenue and down Vernon Drive to the existing outfall.
   c. A re-analysis of the anticipated flows to the existing 12” outfall due to the redirecting of the existing sewer system.
   d. Establish system alignment and profile for the overall area.
   e. Maintain service to existing properties during construction.

6. WATER SYSTEM
   a. 10” waterline from MD 5 Business to Acton Lane.
   b. Maintain service to existing properties during construction.

The cost for Base Overall Design services shall be included in the price for Item A-2 of the Cost Proposal Form.

2.1.3 PHASE I DESIGN (Base Bid Item A–3)

A. The ENGINEER will be responsible for utilizing the work performed in 2.1.1 and 2.1.2 to prepare detailed design for Phase I based on the limits and criteria established in the overall design phase of the project to produce construction drawings and perform the processing for permits including roadway alignment, roadway profile, storm drain system, stormwater management system including both quantity and quality for the roadway and anticipated private lot impervious surfaces (WURC Corridor), streetscape/green street design, sediment control and environmental services, traffic control plans and maintenance of traffic, water system, and sanitary sewer system plans and profiles for the entire project area corridor.

B. The design of the project shall address the sequencing necessary to maintain access, water and sewer service to the existing properties, and assure positive drainage to avoid impacts on the adjacent properties.

C. The ENGINEER shall coordinate their work with all utility companies who own or maintain public or private utilities within the area of work. The ENGINEER’s design may require the most cost effective protection and/or relocation of impacted utilities to facilitate construction of the gravity sewer and storm drains. The ENGINEER shall field locate all existing above ground and test pit all underground utilities, and shall show all existing utilities on the Plans. The ENGINEER shall summarize existing utilities using a table. All design work shall be coordinated with all utility companies who own or maintain public or
private utilities within the area of work, which may require protection or relocation during construction of the project. The ENGINEER and the County project staff shall meet and confer with the private utility companies early in the design phase to coordinate the potential accommodation of burying the utility during the construction phase. Design conflicts with utilities are to be resolved. The ENGINEER shall provide the COUNTY with a set of plans for each utility represented within the project limits, to be forwarded by the County to the utility companies. A final submission to the utility companies shall be made at the 100% stage. There will be no separate payment by the COUNTY for this work.

D. Coordination shall be performed to assure short and long term conformance with MSHA plans along MD 5 Business and connection to existing Charles County infrastructure. If necessary, the ENGINEER shall prepare a traffic control plan to be approved by the appropriate state and County agencies and shall take the lead in seeking all related permits.

E. The ENGINEER shall develop a complete sediment control plan for all aspects of the work. Sediment control measures and work in waterways, where required, shall be in accordance with applicable directives of the Charles SCD, DNR, MDE, and the ACOE. Coordination will be required with all interested agencies and the ENGINEER will prepare all necessary sketches, exhibits, or documents required to obtain permits from all agencies involved.

F. The ENGINEER shall submit an engineer’s construction cost estimate with each plan submission. The cost estimate shall be updated and adjusted with each submission to reflect the increased level of detail as the design progresses. The final cost estimate shall be updated just prior to bid and reflect costs for the budget year in which the project is planned to be constructed.

The cost for **Phase 1 Design** services shall be included in the price for **Item A–3** of the Cost Proposal Form.

**2.1.4 DESIGN SUBMISSIONS for BASE OVERALL PLAN AND PHASE 1 DESIGN DEVELOPMENT**

The ENGINEER shall prepare and forward two (2) paper and four (4) CD copies in **pdf format** of the design submission package to the Capital Services Project Manager for submission to appropriate County Departments/Divisions for review and comment at the stages outlined below which are to culminate with the issuance of a Charles County Development Services Permit from the County’s Codes Permits and Inspection Services Division (CPIS). County review times will be as established in the Plan Preparation Package (II.Q.7.).

In addition, the ENGINEER shall prepare and submit the requisite plans and submission materials as necessary to all other relevant permitting/approval agencies until approval is obtained from those agencies.

A. **10% Concept Design Submission:**

The ENGINEER shall prepare design concepts and alternatives must be
developed with preliminary cost estimates for review and selection process. The submission shall be in report form with conceptual layouts to include horizontal and vertical alignments, design speed, typical sections, and site plan showing location of existing features including utilities. A Stormwater Master Plan, Step 1 Concept Stormwater Management Plan, and a Right-of-Way Mosaic along with a list of affected properties that may require right-of-way takings, shall be provided. Revisions and re-submission of the Step 1 Stormwater Concept Plan are to be considered part of these services. In addition, a preliminary cost estimate shall be provided.

B. **40% Submission (not to be submitted to CPIS):**

The ENGINEER shall prepare and submit a 40% submission package which shall include preliminary plan and profile views of the proposed drains/sewer (with sizes) and the probable locations of all proposed manholes with sizes and invert elevations. The preliminary plan shall also include all right-of-ways, existing utilities, bridges, culverts, driveways and any other structures, utilities, wetlands, creeks, streams, or other environmentally sensitive areas and any other information requested by the County. The 40% submission package will also include engineering calculations, if necessary, a specification outline, a list of required permits and approvals, affected utilities and a list of potentially impacted properties that will require permanent and/or temporary easements. A Step 2-Site Stormwater Management Plan shall also be provided with this submission. Revisions and re-submission of the Step 2 Site Stormwater Management Plan are to be considered part of these services. The ENGINEER shall provide a preliminary list of all impacted properties for acquisition and/or permanent or temporary easements. This submission shall be made following the return of the 10% Submission review comments per the Project Schedule in Section 4.2.

C. **70% Submission:**

The ENGINEER shall prepare and submit a 70% submission package which shall include plan and profile views that incorporate the 40% review comments and are at least 70% complete, revised engineering calculations, if necessary, specifications, a list of required permits and approvals, and, if necessary, a revised list of impacted properties for acquisition and/or permanent or temporary easements. This submission shall be made following the return of the 40% Submission review comments per the attached schedule.

D. **100% Submission:**

The ENGINEER shall prepare and submit a 100% submission package which shall include plan and profile views that incorporate the 70% review comments and are 100% complete and, if necessary, revised engineering calculations, revised final specifications, and a revised list of impacted properties for acquisition and/or permanent or temporary easements. Based on the 100% review comments, the ENGINEER shall be prepared to revise and resubmit 100% plans and specifications in order to obtain final approval of the plans from CPIS.
E. Final Plans and Specifications For Signatures:
Within 30 days of receiving approval, the ENGINEER shall submit two (2) complete paper sets of the approved plans along with one (1) paper copy of the title sheet of the approved plans for signature by the Charles Soil Conservation District. The signed title sheet will be returned for inclusion into the final sets of deliverables.

There will be no separate payment for Design Submissions and Plan Development services. Costs associated with these services shall be included in the costs for the applicable Base Bid Items submitted on the Cost Proposal Form.

2.1.5 PERMITS AND APPROVALS
A. The ENGINEER shall apply for and obtain all permits and approvals, as required, by coordinating with all permitting agencies, authorities, boards, commissions, districts, departments, etc. that are necessary to permit and/or approvals of the gravity sewer design for construction. Permits and approvals shall include but not be limited to Charles County Development Services, the Maryland Department of the Environment (MDE), U.S. Army Corps of Engineers (ACOE), Charles Soil Conservation District (SCD), MDE Construction Permit, Department of Natural Resources (DNR), Maryland State Highway Administration (MSHA), Forest Conservation, SMECO, Verizon, Washington Gas, Dominion Gas and CSXT Permit.

B. The ENGINEER shall coordinate with Capital Service’s NPDES retrofit project manager to inform them of the proposed projects and associated details/data, in order for them to determine the credit and/or value of the improvements within the watershed.

There will be no separate payment for Permits and Approvals services. Costs associated with these services shall be included in the costs for the applicable Base Bid Items submitted on the Cost Proposal Form.

2.1.6 MEETINGS AND HEARINGS
In an effort to keep the project progressing at an efficient rate, and to facilitate the County providing prompt direction to the Engineer, the ENGINEER shall be prepared to meet with the County on a bi-weekly basis and with other agencies as required during the design/approval process. Meetings shall be required until final design approval has been obtained. At a minimum, the Engineer shall expect the following meeting:

A. Pre-Design Meeting
Prior to start of work on the design and within 14 days after the Notice to-Proceed date, the ENGINEER shall coordinate with the County to schedule a “Pre-Design” meeting. The meeting shall be held at the Charles County Government Building. The Engineer shall provide the County with a draft agenda along with a preliminary design schedule for review at least 48 hours in advance of the meeting. The Engineer shall be responsible to record the attendance, take meeting notes, and distribute the notes to all attendees within seven (7) days following the
meeting.

B. **Design Progress Meetings**

The ENGINEER shall coordinate and chair bi-weekly progress meetings. The progress meetings will alternate between phone conference calls and meetings at Charles County Government Building or as otherwise scheduled. Twenty-Four (24) hours prior to progress meetings the ENGINEER shall provide the COUNTY with a draft agenda and updated design schedule, if necessary, for review. The ENGINEER shall be responsible to record the attendance, take meeting notes, and distribute the notes to all attendees within seven (7) days following the meeting.

C. **Design Review Hearings/Meetings**

The ENGINEER shall attend any hearings and/or meetings required by an agency; including, but not limited to: Charles County, ACOE, DNR, MDE, MSHA, Charles SCD, and the utility companies. The ENGINEER shall take notes and provide a written account of the meeting to the COUNTY within 7 days following the meeting and/or hearing.

There will be no separate payment for Meetings and Hearings. Costs associated with these services shall be included in the costs for the applicable Base Bid Items submitted on the Cost Proposal Form.

2.1.7 **FINAL Deliverables to Be Provided by the Consultant**

For permitting agency plan reviews and approvals, the ENGINEER shall make and provide as many copies, revisions, and submissions as necessary to obtain all permits. No additional charge to the COUNTY will be made for document quantities over and above those shown below. At a minimum, the ENGINEER shall provide the following documents:

**STORMWATER MASTER PLAN**

A. Drafts/Final Stormwater Management Master Plan for the entire 300 acre corridor to be used as a template for developers - MS Word & PDF (4 Paper Copies/4CD’s). Document must include:

1. Proposed Phasing Schedule for improvements
2. Documentation of green street stormwater treatment facilities to be included within the Old Washington Road within improved right-of-way.
3. An analysis of impervious restoration to the MEP and potential pollution reduction credits
4. Document anticipated best management practices to help meet County Total Maximum Daily Load (TMDL) reduction requirements & WIP goals
5. Documentation on the estimated costs for proposed improvements

B. Preliminary/Conceptual engineering drawings and associated supporting reports, studies and analyses with specific improvement design concepts and specific locations for improvements (4 Paper Copies/4 CD’s).
C. Map series document to illustrate improvements and describe such on a block by block basis to fit into the overall master plan (4 Paper Copies/4 CD’s).

OVERALL INFRASTRUCTURE DESIGN PLANS & PHASE I CONSTRUCTION PLANS

A. Final Approved Plans in AutoCAD (2004 format or later) and pdf formats on CD (4 CD’s).
B. AutoCAD drawing layers for easements, right-of-way, sewer alignment and profiles on CD (4 CD’s).
C. Geotechnical Report (if necessary) in word/excel and pdf format on CD (4 CD’s).
D. Complete set of Approved Specifications in Microsoft Word format (4 CD’s).
E. Contract Bid Documents (Plans, Specs, & Geotechnical Report) (10 CD’s).
F. Paper plans sets submissions to CPIS (4 sets each submission).
G. All reports for CPIS in pdf format (2 CD’s).
H. Half-Scale approved drawings (2 sets).

All drawings, specifications, and reports shall have the “Seal” and signature of a registered Professional Engineer, duly authorized in the State of Maryland. All right-of-way and easement plats shall have the “Seal” and signature of a registered Professional Land Surveyor, duly authorized in the State of Maryland.

There will be no separate payment for providing the Final Deliverables. Cost associated with this task shall be included in the costs for the applicable Base Bid Items submitted on the Cost Proposal Form.

2.1.8 RIGHT-OF-WAY (Base Bid Item A-4)

The ENGINEER shall submit completed easement and right-of-way plats and descriptions during the design of the project. Right-of-way services shall be performed in accordance with Appendix 2 as applicable.

A. NOTIFICATION OF PROPERTY OWNERS

Notification of property owners shall be sent by the ENGINEER by certified mail from an approved property owner list (approved by the COUNTY), compiled by the ENGINEER prior to any field surveys or investigation being performed.

B. METES AND BOUNDS SURVEYS

The ENGINEER shall be responsible for all metes and bounds surveys including stakeout of the right-of-way/easement takings as applicable based on project specific scope of services; attention is directed to Appendix 2 of this RFP.

C. RIGHT-OF-WAY MOSAIC
The ENGINEER shall develop a right-of-way mosaic or working map showing existing and proposed right of way, easements and point numbers (if applicable). The right-of-way mosaic shall be submitted to the COUNTY, as appropriate, for review and approval, allowing for design stages to overlap the construction phase.

D. **FINAL METES AND BOUNDS PLATS**

The ENGINEER shall prepare and submit all necessary metes and bounds right-of-way plats and deed descriptions to the COUNTY when appropriate to allow for the design stages to overlap the construction phases. The final Metes and Bounds Plats shall be reproducible format (Mylar’s) and will be signed and sealed by a Professional Land Surveyor registered in the State of Maryland. Digital design file copies shall also be provided on compact disk (cd). ENGINEER shall be responsible for all printing, submissions, and response to comments as necessary to obtain approval of plats for recordation. Bidders should assume preparation of 4 plat sheets, excluding the cover sheet, in their base bid.

The cost for right-of-way services shall be included in the price for Item A–4 of the Cost Proposal Form.

2.1.9 **Wetland Delineation Services (Contingent Item B–1)**

Wetland Delineation is a contingent item and payment for this work will only be made if the ENGINEER has been directed in writing by the COUNTY to perform this work. Services shall encompass all required work necessary to obtain Wetland approval, but at a minimum shall include but not necessarily limited to, the following items:

A. The ENGINEER shall be responsible for evaluating and determining the presence of wetlands and if present, providing all services necessary to obtain a Jurisdictional Determination (JD) and all applicable permits to allow construction to proceed.

B. Wetland Mitigation plans, easements, conservation documents, etc., shall not be considered the responsibility of the ENGINEER. The COUNTY may elect to negotiate with the ENGINEER for procurement of these services or may choose to contract with others. The ENGINEER will, however, cooperate with any other party the COUNTY may choose to provide said services as is necessary to include the other parties’ products in with the application package submitted to MDE for review and permitting. If permits cannot be obtained within the duration of this contract, and in the reasonable opinion of the COUNTY at no fault to the ENGINEER, then an appropriate time extension will be granted.

C. Wetland identification and flagging by a qualified professional.

D. Use of survey personnel to locate the areas delineated by the qualified wetland personnel.

E. Preparation of exhibits in CAD format as required for permit application.

F. Preparation and submittal of any required permits.
Payment will be at the rate shown on Cost Proposal Form and will be pro-rated based on 10,000 square foot of actual wetland area delineated. All costs associated with Wetland Delineation Services shall be included in the price for Item B–1 of the Cost Proposal Form.

2.1.10 ADDITIONAL EASEMENT PLAT & DESCRIPTIONS (Contingent Item B–2)

The preparation of Additional Easement Plats and Descriptions is a contingent item and this work shall only be performed when authorized in writing by the COUNTY to the ENGINEER.

A. The performance of this work shall be as required for Section 2.1.8 of these Special Provisions.

B. The COUNTY will obtain easements as necessary from various property owners along project. Therefore, the ENGINEER shall anticipate steps to prepare exhibits and easement plats in accordance with applicable Charles County standards. Payment will only be made if the COUNTY requests that the plats be completed in writing. The ENGINEER’s cost will be based on each plat that is prepared by the ENGINEER. Payment shall be made at the unit rate provided per each item for the quantities approved.

C. The final Metes and Bounds Plats shall be in a reproducible format (Mylars) and will be signed and sealed by a Professional Land Surveyor registered in the State of Maryland. Digital design file copies shall also be provided on compact disk (CD) in AutoCAD 2004 and pdf format.

D. ENGINEER shall be responsible for all printing, submissions, and response to comments as necessary to obtain approval of plats for recordation.

E. Property Owner Information Meetings (PIM):

The ENGINEER shall provide exhibit support for any property information meeting scheduled by the COUNTY. Exhibits shall include, but not be limited to, a long strip map illustrating the roadway layout with appropriate labels to identify specific areas, existing and proposed roads, topographic features, etc. There will be no separate payment by the County for this work.

Payment will be made for each additional easement plat and description prepared beyond that which is required under Section 2.1.8 of these Special Provisions. All costs associated with the preparation of additional easement plats & descriptions shall be included in the price for Item B–2 of the Cost Proposal Form.

2.1.11 BIDDING PHASE SERVICES (Contingent Item B–3)

Bidding Phase Services is a contingent item and this work shall only be performed when authorized in writing by the COUNTY to the ENGINEER and shall include but not limited to the following:

A. Attend the construction pre-bid meeting to provide an overview of the project and answer questions that arise during the meeting.
B. Answer questions received from prospective bidders.

Payment for these services will be made only for hours actually worked at the hourly rate listed for Item B–3 on the Cost Proposal Form. Preliminarily, thirty (30) hours are allocated for performing this task. The hourly rate shall include all expenses incurred, including project management, overhead, and all other related costs.

2.1.12 SOIL BORINGS (Contingent Item B–4)

In order to adequately characterize the underlying soils, the ENGINEER shall site and install geotechnical borings at specific locations recommended by the ENGINEER and approved by the COUNTY. Soils shall be logged with the information obtained from continuous split-spoon sampling using Standard Penetration Testing. ENGINEER shall collect sufficient soils samples to run a minimum battery of laboratory tests in each boring location to include USCS soil classification, grain size distribution, and hydrometer analysis. The bid shall include the cost mobilization and demobilization, any required permits, testing and a soils report prepared by a geotechnical engineer licensed in the State of Maryland. Upon completion all boring holes shall be sealed by backfilling the borehole with bentonite or a cement/bentonite grout that is introduced from bottom to top using either a tremie pipe or the drill rods. If voids are encountered, drill cuttings are to be placed in the core hole until the voids are bridged. Written documentation of this procedure shall be recorded for each hole. Both the horizontal and vertical locations of the borings shall be surveyed.

A. All geotechnical boring work will be done under the supervision of a Professional Geologist or Professional Engineer licensed by the State of Maryland.

B. A geotechnical report summarizing the data obtained shall be provided by the ENGINEER. The report shall include a description of the methods used and results obtained; a summary table of the soil laboratory results; a figure showing the location of all borings; representative cross-sections showing geologic characteristics and depth to groundwater or bedrock; and computer generated soil boring logs including accurate elevation data for the ground surface and varying geologic strata encountered in the boring.

Payment for this work will be based on the linear feet of borings performed at the unit rate included for Item B–4 on the Cost Proposal Form. A quantity of 80 lineal feet shall be the basis of the bid price for this task.

3.0 DOCUMENTS AND DATA TO BE PROVIDED BY THE COUNTY

3.1 Upon award and at the request of the selected engineer, the COUNTY can make available the following information for the express purpose of completing the services required in Section II of these Special Provisions:

A. County LIDAR-based topography GIS Dataset (two-foot contours)
B. Planimetric data GIS Dataset
C. Stormwater Infrastructure & Impervious Surface GIS Datasets
IV.

D. Digital Parcel Layer GIS Dataset
E. Title Abstracts of properties impacted by the proposed sewer
F. Aerial Photography
G. County Right-of-Way data
H. Support services for obtaining plan approvals
I. Charles County Plan Preparation Package (PPP)
J. Charles County Road, and Water and Sewer Ordinances
K. Charles County Stormwater Management Ordinance
L. Charles County Storm Drainage Ordinance
M. Charles County Grading and Sediment Control Ordinance
R. Waldorf Urban Redevelopment Corridor (WURC) Infrastructure Plan & Phase I Implementation Plan: http://www.charlescountymd.gov/pgm/planning/waldorf-urban-redevelopment-corridor

There will be no separate payment associated with receiving documents provided by the COUNTY. Any associated costs shall be included in the applicable Base Bid Items submitted on the Cost Proposal Form.

4.0 TIME OF COMPLETION

4.1 NOTICE TO PROCEED

The contract time shall begin once the Engineer receives the written Notice-to-Proceed from the COUNTY. The ENGINEER shall proceed with furnishing the services as described promptly upon receiving the Notice to Proceed. Days in the project schedule are complete business days.
### 4.2 PROJECT SCHEDULE

#### 4.2.1 Survey Services

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<td>Deed Mosaic Submission</td>
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<td>Field Property Boundary Survey Plat, Topographic Survey Plan, and Monumentation</td>
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<td>County Review and Comments</td>
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#### 4.2.2 Base Overall Design

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<td>County Review and Comments</td>
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<td>40% Submission (Includes Stormwater Master Plan, and computations, plans and profiles for all infrastructure.)</td>
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<td>70% Submission (Includes Stormwater Master Plan, and reports, computations, plans and profiles for all infrastructure.)</td>
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<td>100% Final Base Overall Design (Includes Stormwater Master Plan, and reports, final computations, plans and profiles for all infrastructure.)</td>
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#### 4.2.3 Phase I Design

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40% Submission (Includes Step 2-Site Stormwater Management Plan, computations, studies, plans, profiles, and specifications for all infrastructure.)

County Review and Comments

70% Submission (Includes Step 3-Final Stormwater Management Plan, computations, studies, plans, profiles, and specifications for all infrastructure.)

County Review and Comments

100% Submission (Includes Step 3-Final Stormwater Management Plan, computations, studies, plans, profiles, and specifications for all infrastructure.)

County Review and Comments

Permitting/Final Bid Ready Construction Documents

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The tasks identified on the above schedule shall be performed concurrently to the maximum extent as practicable. The times represented for the start of each task shall be from the Notice to Proceed date.

The review, comment, and submission durations provided above represents the anticipated times for each submission. If the COUNTY or an outside reviewing agency takes longer to review the submissions than the specified time, the contract time will be extended on a day for day basis to account for the extra time. No additional compensation will be given for an extension of the contract time due to extended review/submission periods. The above timeline is intended to be a general guideline.

There will be no separate payment associated with adhering to the above project schedule. All associated costs shall be included in the applicable Base Bid Items provided on the Cost Proposal Form.
5.0 TRAVEL

All travel required to be performed in connection with the services including all meetings with COUNTY or any Government or Semi-Government agencies, departments, hearings, discussions, explanations to be rendered under this contract shall be included in the applicable Base Bid Items provided on the Cost Proposal Form and shall be at no additional expense to the COUNTY, unless authorized in writing by the COUNTY prior to travel.

6.0 QUALIFIED SIGNATURES

The ENGINEER assures that the members of his/her firm who initiate and sign correspondence and attend meetings with County officials and/or its’ representatives are technically qualified to carry out these duties. It is expected that all work submitted by the ENGINEER will be reviewed by a responsible Professional Engineer employed by the ENGINEER who is in a position to speak or act on behalf of, and make decisions for, the engineer.

******END OF SPECIAL PROVISIONS******
APPENDICES
APPENDIX 1 – MAPS

LOCATION MAP
OVERALL LOCATION MAP

PHASE I LOCATION MAP

APPROX PHASE I PROJECT LIMITS

APP-2
APPENDIX 2 - CIP-RIGHT OF WAY PLAT PROCEDURES

POLICY/PROCEDURE: CIP-RIGHT OF WAY PLAT REVIEW & APPROVAL

1.0 Introduction

These procedures have been established to provide an efficient and effective policy governing the acceptance, processing, review and approval of CIP-ROW plats. For purposes of calculating time, "days" shall refer to calendar days.

2.0 Plat Submission

To formally request comments on a CIP-ROW plat, a submission consisting of the following shall be submitted at the Charles County Government Permits Counter located on the second floor of the Government Building with attention to the Capital Services Program Manager. The following information shall be submitted:

A. A complete set "CIP-ROW Plats" (All plat pages)
B. CIP- Plat Checklist and Engineer’s Transmittal Letter as the Receipt (Attachment A)
C. Six (6) paper copies of the CIP-ROW plat with a CD containing TIF files compatible with the Charles County Software.
D. Complete list of the properties involved in each stage of the project at 10%, 30%, 60% and Final with a copy of their contact letter, verified mailing address, DAT records and Property Owners contact phone numbers.
E. Three sets of applicable Plan sheets indicating the location and the types of easements being established on the plats.

3.0 Comments to Design Engineer

3.1 Once comments have been received from the all agencies/departments a comprehensive status letter and or e-mail shall be sent to the Design Engineer.

3.2 For each subsequent submission of the CIP-ROW plats repeat procedures 2.1 through 3.0 for a full review.

4.0 Final Review

Upon re-submission of the paper copies of the revised final plat by the Design Engineer, the ROW Project Manager shall send corrected copies to all reviewing agencies to make a determination that the comments have been satisfactorily addressed. The reviewing agency will receive 15 complete calendar days for response.

4.1 Determination That All Comments Have Been Addressed - If it is determined that all comments have been satisfactorily addressed, the ROW Agent and Development Services Plan Review Consultant shall provide comments that the plats have completed review.

APP-3
4.2 Determination That All Comments Have Not Been Addressed - When it is the determination that comments have not been addressed, or if there is a question as to whether or not they have been satisfactorily addressed by the Design Engineer, the CIP-T or CIP-W&S Program Manager by letter shall advise the Design Engineer to resolve the issues with those outstanding comments.

5.0 CIP-ROW Project Manager will confirm receipt, verify completion and approval and check for appropriate approvals in the CIP - ROW Plat log. Once approval is received from all agencies the ROW Project Manager will email CIP-T, or CIP-W&S Program Manager with an approval confirmation.

6.0 Approval by Chief of CPIS, Department of Planning and Growth Management.

6.1 Upon verification of approval of all appropriate agencies, the (4) Mylar plats and (6) paper copies, with a transmittal letter requesting signature of the Mylar plats, shall be hand delivered to the Administrative Secretary to the Chief of Capital Services, Planning and Growth Management.

6.2 The Chief of Capital Services, Planning and Growth Management shall then affix his signature to the final plat, within a signature block on the plat.

7.0 Recordation

Once the plats have been signed and returned by the Chief of Capital Services, CIP-ROW Project Manager will submit for Recordation two copies of the final plat one (1) Mylar, one (1) paper), to the Clerk of the Circuit Court, located on the second floor of the Charles County Courthouse. The Clerk will provide the Plat Book and Page numbers, which will be written on all copies and reproductions of the final plats.

8.0 Reproduction

The CIP-ROW Project Manager will contact the Design Engineer to pick-up one (1) Mylar copy of the signed recorded plat, reproduce the number of copies necessary for distribution, and return the copies and reproductions along with a CD with the “.tif” files to the ROW Office. When copies and reproductions are received, the ROW Agent will verify all to be true and correct then the CIP-ROW Project Manager will distribute to appropriate agencies.

9.0 Distribution

Copies of the recorded CIP-ROW plats shall be distributed by ROW as follows:

<table>
<thead>
<tr>
<th>CD image files</th>
<th>Paper copies</th>
<th>Mylar</th>
<th>TIF</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROW (file copies)</td>
<td>3</td>
<td>1 (original)</td>
<td>1</td>
</tr>
<tr>
<td>CIP – Transportation</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>CIP – Water/Sewer</td>
<td>1</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

APP-4
10.0 File Maintenance

10.1 Recorded CIP-ROW Plats and Mylars shall be filed by project in the flat files currently located in the rear of the ROW Office.

10.2 CIP-ROW Plat log file. The CIP-ROW Plat log which was previously created (see 2.2.1) shall now be updated with the Plat Book, Page numbers of the recorded plat.

10.3 Digital files shall be saved to a folder named with the date received in the path CIP/Projects/(Project Name)/PLATS/(date received).
## CIP PLAT ENGINEER SUBMISSION CHECKLIST

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Date:</th>
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</table>

### PROJECT PROGRESS SUBMISSION GUIDELINES

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 10% Mosaic Submission including the road alignment or easements for water, sewer, along with the required list of property owners, copy of contact letters, verified address and phone numbers?</td>
<td></td>
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</tr>
<tr>
<td>2. 30% Submission including Fee Simple for the road alignment or easements for water, sewer, along with the required list of property owners, copy of contact letters, verified address and phone numbers?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. 60% Submission with Fee Simple for the road alignment, Public Drainage Easements, Public Storm Water Management Easements, Temporary Construction Easements, Water Easements and or Sewer Easements along with the required updated list of property owners, copy of contact letters, verified address and phone numbers?</td>
<td></td>
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<tr>
<td>4. 100% Submission with Fee Simple for the road alignment, Public Drainage Easements, Public Storm Water Management Easements, Temporary Construction Easements, Water Easements and or Sewer Easements along with the required updated list of property owners, copy of contact letters, verified address and phone numbers?</td>
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</table>

### SUBMISSION GUIDELINES

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>1. Does the revision block show the date of the current submission or is it the 1st submission?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Is a point-by-point response letter attached with the submission addressing previous comments and design?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Does the submission include the required (6) copies of the plats and CD with the .TIF files?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Is this the Final Submission with 4 Mylar(s), 6 Plats(s) with the Surveyors Seal and Surveyors signature on all</td>
<td></td>
<td></td>
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<tr>
<td>5. Is the required documents for submittal to 911 and the Health Department attached?</td>
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### PLAT STANDARDS

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>1. Are all improvements shown on the plats as required by the plat standards?</td>
<td></td>
<td></td>
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<tr>
<td>2. Are all driveway, carports, fences, etc. shown on the plats?</td>
<td></td>
<td></td>
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<tr>
<td>3. Are the septic system, drain fields and wells shown on the plats where applicable?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Is the Tax Map, Parcel, Liber, Folio numbers and current property owners information shown on all parcels and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Legend; accurately identifies all line types used to delineate right-of-way, easement areas, well, septic system etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Match Lines; are contiguous with existing lot, property, easement or ROW lines and match line station agree with all connecting plat pages?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Limiting Statement for CIP plats and plats prepared specifically to convey property to the County shown on plat?:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;This plat has been prepared for the exclusive use of Charles County Planning and Growth Management for the acquisition of the property, easement(s) and/or right(s)-of-way shown hereon.&quot;</td>
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</table>

The Engineering Firm hereby certifies that CIP plat is complete as referenced in the above submission and that the information provided is

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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</table>

Engineering Firm

APP-6
CHARLES COUNTY PLANNING & GROWTH MANAGEMENT
STANDARD REQUIREMENTS FOR EASEMENT AND RIGHT-OF-WAY PLATS
CAPITAL IMPROVEMENT PROJECTS

The purpose of these Standard Requirements is to set forth guidelines for the preparation of plats to be used by Charles County Capital Improvement Program.

The plats prepared under these guidelines will be used for legal descriptions of the property rights to be acquired for the subject project and during negotiations with property owners. Therefore, the plats must be technically accurate and complete and at the same time be clear and concise enough to explain to the average layman.

Reasonable divergence from these guidelines will be allowed as long as generally recognized standards of engineering surveying practice are followed and the basic purpose of the plats is not adversely affected. Any substantial divergence from these standards to meet the requirements of special or unusual situations must have the prior written approval of the Property Acquisition Officer (PAO).

1. General Format
   a. Sheet size - The standard plat will be 18" X 24". Any other size must have prior approval from PAO.
   b. Title blocks - Title blocks shall be shall include such items as project name, election district, county, state, engineering firm, date, scale, sheet number, and number of sheets.
   c. All plats shall exhibit the signature and seal or number of the ENGINEER or surveyor responsible for the preparation of the plat.
   d. A vicinity/project location map shall be shown on all plats. Scale shall be 1 inch equal 2,000 (or less) feet.
   e. Scale - Plats will normally be drawn to the same scale as the project plans. In certain instances smaller scales will be allowed in the interest of economy providing the smaller scale will not affect the clarity of the plat. In no case, will a scale smaller than 1” = 100’ be allowed. Larger scale drawings or insets at a larger scale will be required as needed for clarity. The scale used shall be shown both graphically and numerically.
   f. Dates - All plats will show the date they were originally prepared and the date of any revisions.
   g. Limiting statement - All plats shall bear a statement substantially as follows: "This plat has been prepared for the exclusive use of Charles County Planning and Growth Management for the acquisition of the easement(s) or right(s)-of-way shown hereon”.
   h. Sources of information, such as deed descriptions or recorded property plats, used in preparation of the plat shall be stated on the plat.
   i. The name and deed reference for owners of all properties adjacent and contiguous to the parcel(s) from which the easement or right-of-way is to be obtained shall be stated on the plat.
   j. The number of properties to be shown on each plat will depend on the particular project. Normally, separate plats are prepared for each property for acquisitions through large, undeveloped tracts of land, while plats for the acquisition of road rights-of-way will normally show a given, uniform length of right-of-way on each plat and the abutting properties along that section of right-of-way.
   k. Plats shall show existing improvements and major topographical features such as existing
paving, buildings, streams, landscaping, wells, septic tanks, drain fields, fences, etc.

1. All easements and/or right-of-way boundary lines, property lines, base lines, etc. shall be clearly labeled. The use of legends to explain symbols is required. Takings are to be described as Fee, Public Drainage Easement, Public Storm Water Management Easement, Slope Easement, Water Easement, Sewer Easement, Temporary Construction Easement, or as otherwise necessary and appropriate combination easements.

m. Surveyor’s Certificate language shall read as “I hereby certify that this plat is correct and was prepared based on documents of record.”

2. Survey Information
   a. North arrow - each plat shall have a north arrow, labeled to indicate the reference system being used. The north arrow shall have the same bearing as shown on the project plans, which shall be generally pointing toward the top edge of the plat.
   b. Descriptions - Easements and/or rights-of-way shall be defined by bearings and distances around their perimeter. Where appropriate, points on the easements or rights-of-way lines shall be referenced to the state grid system. The area of the property to be acquired will be stated in square feet and acres with four (4) decimal places. Areas will be stated on the plat if three or fewer properties are shown on the plat. Otherwise a separate listing of the properties and the areas to be acquired will be submitted. Separate narrative legal descriptions are not required unless specified. Bearings and distances for property lines of properties affected by the acquisition do not need to be given on the plat unless they are one of the boundary lines of the area to be acquired. Plus, and minus distances are not acceptable without prior authorization of the PAO.
   c. Monuments - All apparent markers found in the field, and markers set in the field which are intended to be permanent, shall be indicated on the plat.
   d. Stakeout – Provide stakeout when required by Charles County, and in accordance with the following as it relates to takings and easements added to private property. Stakes and hubs shall be set at all corners and break points.
      1. Pink flagging at fee simple right-of-way.
      2. White flagging on Public Drainage Easements.
      3. Yellow flagging on Temporary Easements.
      4. Orange flagging on Public SWM.
      5. Blue flagging on Water Easements.
      6. Green flagging on Sewer Easements.
      7. Red flagging on Slope Easements.

3. Easement Widths
   a. The minimum acceptable width for all types of permanent easements is fifteen (15) feet. However, all easements shall be adequate for maintenance purposes, and shall be in accordance with Charles County Ordinances and guidelines.
   b. The distances that permanent storm drainage easements extend from road rights-of-way will be adequate to maintain the inlet and outlet areas of the drainage structure.
   c. The width of temporary or permanent slope easements will be dependent upon the requirements of the proposed construction.

4. The minimum acceptable widths for permanent road rights-of-way will be as stated in the latest edition
of the Charles County Road Ordinance.

   a. Although boundary surveys of each property affected by the proposed easement and/or right-of-way acquisition are not required, it is expected that adequate information will be obtained to allow the easement and/or right-of-way to be located with respect to the property lines of the property affected. In certain instances, an overall plat will be required.
   b. Plats will be reviewed for acceptance by the review Consultants and CIP ROW. Once approval is obtained from the CIP ROW Project Manager, four (4) sealed Mylar and six (6) sealed paper copies will be submitted for recordation.
   c. All plats will be prepared in a legible manner. Lettering less than 1/8 inch in height will be unacceptable, as will unsuitable line weights that cannot be scanned through the recordation process.
   d. All survey data and plats shall be submitted to Charles County in digital format. Plats shall be in no older version than AutoCAD 2004 and no more current than the version acceptable by Charles County software.
APPENDIX 3: ROADWAY DESIGN ELEMENTS

Table 1. Summary of Waldorf Activity Center Roadway Cross-Section Elements

<table>
<thead>
<tr>
<th>Roadway Type (Design Speed – mph)</th>
<th>Right-of-Way</th>
<th># of Travel Lanes (total both directions)</th>
<th>Min. Travel Lane Width</th>
<th>Parking</th>
<th>Minimum sidewalk Width</th>
<th>Bicycle Lanes?</th>
<th>Traffic Calming</th>
<th>Minimum planting strip width</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waldorf Urban Major Collector Type A (35) (Figure 5)</td>
<td>94’ - 102’</td>
<td>4 (divided)</td>
<td>12’</td>
<td>Off-peak</td>
<td>8’</td>
<td>Yes (4’ floating)</td>
<td>n/a</td>
<td>6’ side + 10’ median where feasible</td>
</tr>
<tr>
<td>Waldorf Urban Major Collector Type B (35) (Figures 5.1 and 5.2)</td>
<td>72’ -102’</td>
<td>2 or 4</td>
<td>12’</td>
<td>Off-peak</td>
<td>8’</td>
<td>Yes (4’ floating)</td>
<td>n/a</td>
<td>6’ side</td>
</tr>
<tr>
<td>Waldorf Urban Minor Collector (30) (Figure 6)</td>
<td>70’ to 76’</td>
<td>2</td>
<td>12’</td>
<td>Full-time (8’)</td>
<td>8’</td>
<td>Shared lane</td>
<td>Chokers, chicanes, humps, tables</td>
<td>6’ side</td>
</tr>
<tr>
<td>Waldorf Urban Local (25) (Figures 7, 7.1, and 7.2)</td>
<td>54’ to 60’</td>
<td>1 or 2</td>
<td>11’</td>
<td>Full-time one side (8’)</td>
<td>6’</td>
<td>Shared lane</td>
<td>Chokers, chicanes, humps, tables</td>
<td>6’ side</td>
</tr>
<tr>
<td>Waldorf Alley (25) (Figure 8)</td>
<td>20’ to 35’</td>
<td>1 or 2</td>
<td>12’</td>
<td>No parking</td>
<td>n/a</td>
<td>No</td>
<td>n/a</td>
<td>0’</td>
</tr>
</tbody>
</table>

Notes:
1. Additional lanes may be needed at intersections.
2. All non-signalized intersections would provide ADA curb ramps.
3. All signalized intersections would provide audible pedestrian signals with countdown indicators.
4. Marked pedestrian crosswalks should be provided at intersections where there is a traffic control, signal or stop sign, and at other intersections where the County determines that a pedestrian crosswalk is desirable for pedestrian safety and convenience.
5. “Floating” bicycle lanes are illustrated in Figure 9.

Figure 1. Downtown Waldorf Vision Plan

Figure 2. New Zoning Districts for Downtown Waldorf: Waldorf Central Zone and Acton Urban Center Zone


Figure 4. Downtown Waldorf Street Hierarchy

Roadway Typical Sections

Notes for Road Sections:
- Figures 5 through 8 show typical road sections between intersections. Additional lanes may be required at intersections.
- The height, scale and indicated users of buildings are illustrative only and do not indicate required land uses or development.
- Four-foot bike lanes are shown on the sections. This width may be modified in accordance with AASHTO guidelines.

Figure 5. Waldorf Urban Major Collector Type A: Divided road with landscaped median recommended for Acton Lane

Figure 5.1. Waldorf Urban Major Collector Type B: Old Washington Road in the vicinity of Leonardtown Road and Acton Lane
This section applies to Old Washington Road in the vicinity of the intersections with Leonardtown Road and Acton Lane. Subject to further detailed engineering, it applies: (1) from approximately 700 feet south of Leonardtown Road to approximately 1,400 feet north of Leonardtown Road, and ii) from approximately 700 feet south of Acton Lane to approximately 1,400 feet north of Acton Lane.

Figure 5.2. Waldorf Urban Major Collector Type B: Old Washington Road
This section applies in locations not covered by Figure 5.1.

Figure 6. Waldorf Urban Minor Collector

Figure 7. Waldorf Urban Local Road

Figure 7.1. Waldorf Urban Local Road: One-way road along Civic Green.

Figure 7.2. Waldorf Urban Local Road – Recommended section if buildings front to a local road adjacent to a light rail line.

Figure 8. Waldorf Alley

Figure 8.1. Waldorf Alley – Recommended section if rear of buildings have frontage on alley adjacent to light rail line.

Figure 9. Illustrations of Share the Road (Sharrow) and Floating Lane Bicycle facilities. (Source: Baltimore City Bicycle Master Plan – Bicycle Facility Design Toolkit, 2006)

APPENDIX 4: GREEN STREET – DESIGN EXAMPLES

Example of stormwater capture and infiltration along edge of roadway.
Source: Nelson Nygaard New Hampshire Ave Multiway Boulevard Feasibility Study

Example of run-off capture and bio-retention in a narrow center median
Source: Nelson Nygaard New Hampshire Ave Multiway Boulevard Feasibility Study
Depiction of soils located under sidewalk
Source: Nelson Nygaard New Hampshire Ave Multiway Boulevard Feasibility Study

MWCOG Green Streets Workshop Presentation, April 8, 2013
Source: DDOT Presentation on Green Streets
MWCOG Green Streets Workshop Presentation, April 8, 2013
Source: DDOT Presentation on Green Streets
MWCOG Green Streets Workshop Presentation, April 8, 2013
Source: DDOT Presentation on Green Streets
Illustration of boulevard.

Source: Claire Vlach, Bottomley Design & Planning